

Schedules

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 [National Highway 39] commencing from km 421.950 to km 425.411 i.e. the Moreh Bypass 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:

Sr. No.	Chainage (km)		Right of Way (m)	Remarks
	From	To		
01	0+000	2+730	6.00 to 12.00	Forest & Built up

3. Carriageway

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

4. Major Bridges

The Site includes the following Major Bridges:

S. 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):

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

6. Grade separators

The Site includes the following grade separators:

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

7. Minor bridges

The Site includes the following minor bridges:

S. No.	Chainage (km)	Type of Structure			No. of Spans with span length (m)	Width (m)
		Foundation	Sub-structure	Super-structure		
01	1+160	Open	RCC	RCC	2	9.6

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:

S. No.	Chainage (km)	Type of Culvert	Span /Opening with span length (m)	Width (m)
1	0/130	BOX	1X1.9m	
2	0/330	BOX	1X2.76m	
3	0/390	BOX	1X2.7m	
4	0/645	PIPE	1000m DIA	
5	0/838	PIPE	1000m DIA	
6	1/030	PIPE	1000m DIA	
7	1/248	PIPE	500m DIA	
8	1/553	BOX	1X3m	
9	1/720	PIPE	900m DIA	
10	1/780	BOX	1X2.8m	
11	2/013	BOX	1X2.85m	
12	2/317	BOX	1X2.68m	
13	2/581	BOX	1X3.1m	
14	2/651	BOX	1X1.5m	
15	2/910	BOX	1x3m	

11. Bus bays

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

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

12. Truck Lay byes

The details of truck lay byes are as follows:

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

13. Road side drains

The details of the roadside drains are as follows:

S. No.	Location		Type	
	From km	to km	Masonry/cc (Pucca)	Earthen (Kutchha)
Nil				

14. Major junctions

The details of major junctions are as follows:

S. No.	Location		At grade	Separated	Category of Cross Road			
	From km	to km			NH	SH	MDR	Others
1	0+000		√	-	√	-	-	-
2	2+660		√	-	√	-	-	-

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

15. Minor junctions

The details of the minor junctions are as follows:

S. No.	Location		Type	
	From km	To km	T -junction	Cross road
1	1+260		√	
2	1+285		√	
3	1+700			√
4	1+930			√
5	2+320			√
6	2+470			√

16. Bypasses

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

S. No.	Name of bypass (town)	Chainage (km) From 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.	From (Km)	To (Km)	Length (m)	Total RoW Width (m)	Date of Providing RoW
1	0.000	2.520	2520*	24	To be filled by NHIDCL**

*The length may vary on basis of ground conditions.

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

Annex - III

(Schedule-A)

Alignment Plans

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 IRC: SP: 99 & IRC: 67.

Annex – IV

(Schedule-A)

Environment Clearances

No environmental clearance is required.

Schedule - B

(See Clause 2.1)

Development of the Project Highway

1. Development of the Project Highway

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

2. Rehabilitation and augmentation

Rehabilitation and augmentation shall include Two-Laning and Strengthening of the Project Highway as described in Annex-I of this Schedule-B and in Schedule-C.

3. Specifications and Standards

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

Annex – I

(Schedule-B)

Description of Construction of Moreh Bypass to Two Lane with paved shoulder from Km 421.950 to Km 425.411 (Length = 2.52 Km) on NH-39 near Indo-Myanmar border in the State of Manipur

[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 latest Manual of Specifications and Standards for [Two Laning of Highways (IRC:SP:73)], referred to as the Manual. If any standards, specifications or details are not given in the Manual, the minimum design/construction requirements shall be specified in this Schedule. In addition to these particulars, all other essential project specific details, as required, should be provided in order to define the Scope of the Project clearly and precisely.]

1. Widening of the Existing Highway

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

(ii) Width of Carriageway

(a) Two-Laning with paved shoulders shall be undertaken. The paved carriageway shall be 7(seven) m wide in accordance with the typical cross sections drawings in the Manual.

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

Sl. No.	Built-up stretch (Township)	Location (km to km)		Width (m)	Typical cross section (Ref. to Manual)
1	Hai Jang	650	1150	10	TCS-3
2	Phainom Veng	2390	2510	10	TCS-3

(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

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

(iii) Improvement of the existing road geometrics

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

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

Sl. No.	Stretch (from km to km)	Type of deficiency	Remarks
Nil			

(iv) Right of Way

[Refer to paragraph 2.3 of the Manual]. Details of the Right of Way are given in Annex II of Schedule-A.

(v) Type of shoulders

[Refer to paragraph 2.5.2 of the Manual and specify]

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

Sl. No.	Stretch (from km to km)	Fully paved shoulders/ footpaths	Reference to cross section
1	0+000 to 2+520	2 X 1.5m Paved Shoulders	TCS-1, TCS-2, TCS-3 & TCS-5.

- (b) In open country, paved shoulders of 1.5 m width shall be provided and balance 1.0m width shall be covered with 150 mm thick compacted layer of granular material.

- (c) Design and specifications of paved shoulders and granular material shall conform to the requirements specified in paragraphs 5.9.9 and 5.9.10 of the 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 paragraph 2.11 of the Manual.

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

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

(vii) Lateral and vertical clearances at overpasses

- (a) Lateral and vertical clearances at overpasses shall be as per paragraph 2.12 of the Manual.
- (b) Lateral clearance: The width of the opening at the overpasses shall be as follows:

Sl. 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 to paragraph 2.13 of the Manual and provide details]

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

(ix) Grade separated structures

- (a) Grade separated structures shall be provided as per paragraph 2.14 of the Manual. The requisite particulars are given below:

[Refer to paragraphs 2.14.1 of the Manual and provide details]

Sl. No.	Location of structure	Length (m)	Number and length of spans (m)	Approach gradient	Remarks, if any
Nil					

- (b) In the case of grade separated structures, the type of structure and the level of the Project Highway and the cross roads shall be as follows: [Refer to paragraphs 2.14.2 of the Manual and specify the type of vehicular underpass/ overpass structure and whether the cross road is to be carried at the existing level, raised or lowered]

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

(x) Cattle and pedestrian underpass /overpass

Cattle and pedestrian underpass/ overpass shall be constructed as follows: [Refer to paragraphs 2.14.3 of the Manual and specify the requirements of cattle and pedestrian underpass/ overpass]

Sl. No.	Location	Type of crossing
Nil		

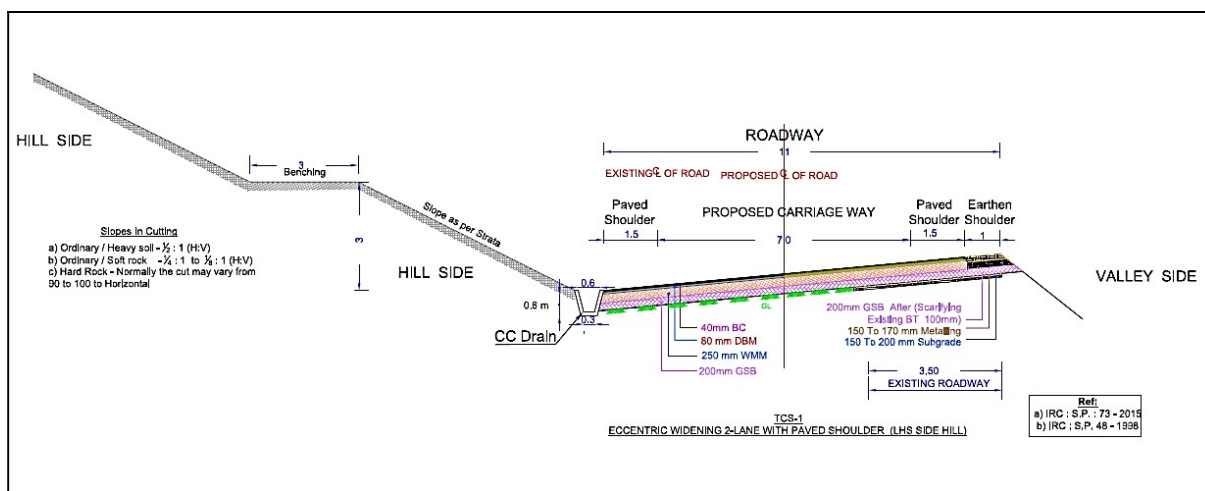
(xi) Typical cross-sections of the Project Highway

Following typical cross sections shall be provided for the Project Highway:

Sl. No.	Chainage		Length	TCS Type	Description
	From	To			
1	0	200	200	Type-1	Eccentric Widening 2-Lane with Paved Shoulder (LHS Hill)
2	200	250	50	Type-3	New Alignment for 2-Lane with Paved Shoulder (Both Side Hill)
3	250	300	50	Type-1	Eccentric Widening 2-Lane with Paved Shoulder (LHS Hill)
4	300	350	50	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both Side Fill)
5	350	380	30	Type-1	Eccentric Widening 2-Lane with Paved Shoulder (LHS Hill)
6	380	410	30	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both Side Fill)
7	410	490	80	Type-1	Eccentric Widening 2-Lane with Paved Shoulder (LHS Hill)
8	490	520	30	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both Side Fill)
9	520	650	130	Type-1	Eccentric Widening 2-Lane with Paved Shoulder (LHS Hill)
10	650	1150	500	Type-3	New Alignment for 2-Lane with Paved Shoulder (Both Side Hill)
11	1150	1480	330	Type-2	Eccentric Widening 2-Lane with Paved Shoulder (RHS Hill)
12	1480	1560	80	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both Side Fill)
13	1560	1590	30	Type-2	Eccentric Widening 2-Lane with Paved Shoulder (RHS Hill)
14	1590	1630	40	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both

Sl. No.	Chainage		Length	TCS Type	Description
	From	To			
					Side Fill)
15	1630	1730	100	Type-3	New Alignment for 2-Lane with Paved Shoulder (Both Side Hill)
16	1730	1910	180	Type-2	Eccentric Widening 2-Lane with Paved Shoulder (RHS Hill)
17	1910	1950	40	Type-3	New Alignment for 2-Lane with Paved Shoulder (Both Side Hill)
18	1950	2060	110	Type-2	Eccentric Widening 2-Lane with Paved Shoulder (RHS Hill)
19	2060	2150	90	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both Side Fill)
20	2150	2170	20	Type-2	Eccentric Widening 2-Lane with Paved Shoulder (RHS Hill)
21	2170	2390	220	Type-3	New Alignment for 2-Lane with Paved Shoulder (Both Side Hill)
22	2390	2510	120	Type-5	New Alignment for 2-Lane with Paved Shoulder (Both Side Fill)
23	2510	2520	10	Type-1	Eccentric Widening 2-Lane with Paved Shoulder (LHS Hill)

Following figures of typical cross sections shall be provided for the Project Highway:



[Refer to paragraphs 3.1.1, 3.1.2 and 3.3 of the 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

Sl. No.	Location of intersection	Type of intersection	Other features
1	0+000	T	Start of Bypass Road
2	1+260	T	To Moreh bazar
3	1+285	T	Village road
4	1+700	Y	To Moreh bazar
5	1+930	Y	To D.Monamphai
6	2+320	Y	To Holenphai
7	2+470	Y	To Holenphai
8	2+660	T	Village road

(ii) Grade separated intersection with/without ramps

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

4. Road Embankment and Cut Section

- (i) Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall conform to the Specifications and Standards given in 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 paragraph 4.2.2 of the 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 (m)	Extent of raising [Top of finished road level]
1	0+310 to 0+420	110	Average height of an embankment raised by 4.00m.
2	1+490 to 1+630	140	Average height of an embankment raised by 5.00m.
3	2+440 to 2+520	80	Average height of an embankment raised by 4.00m.

5. Pavement Design

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

(ii) Type of pavement

Flexible pavement is proposed for the Moreh Bypass construction.

(iii) Design requirements

[Refer to paragraph 5.4, 5.9 and 5.10 of the 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 15 years. Stage construction shall not be permitted.

(b) Design Traffic

Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for a design traffic of 20 million standard axles.

Homogeneous Section	Chainage (km)		Length (km)	15 Year CVPD
	From	To		
HS-1	0.000	2+520	2.520	MSA as per Traffic analysis is 6 MSA, But Adopted MSA = 20 MSA as per IRC SP 73 2015 clause no. 5.4.1 (from Km 0.00 to Km 2.520)

(iv) Reconstruction of stretches

[Refer to paragraph 5.9.7 of the 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.	Stretch From km to km	Remarks
Nil		

6. Roadside Drainage

Drainage system including surface and subsurface drains for the Project Highway shall be provided as per Section 6 of the Manual.

- **Footpath cum Covered Drain**

Footpath cum Drain		
Chainage		Length
From	To	
Nil		

- **Cement concrete Trapezoidal Open Drain**

Trapezoidal Open Drain (LHS)					
Sl. No.	Chainage		Length	TSC Type	Side
	From	To			
1	0	200	200	Type-1	LHS
2	200	250	50	Type-3	LHS
3	250	300	50	Type-1	LHS
4	350	380	30	Type-1	LHS
5	410	490	80	Type-1	LHS
6	520	650	130	Type-1	LHS
7	650	1150	500	Type-3	LHS
8	1630	1730	100	Type-3	LHS
9	1910	1950	40	Type-3	LHS
10	2170	2390	220	Type-3	LHS
11	2510	2540	30	Type-1	LHS
Total Length of CC drain			1430		

Trapezoidal Open Drain (RHS)					
Sl. No.	Chainage		Length	TSC Type	Side
	From	To			
1	200	250	50	Type-3	RHS
2	650	1150	500	Type-3	RHS
3	1150	1480	330	Type-2	RHS
4	1560	1590	30	Type-2	RHS

Trapezoidal Open Drain (RHS)					
Sl. No.	Chainage		Length	TSC Type	Side
	From	To			
5	1630	1730	100	Type-3	RHS
6	1730	1910	180	Type-2	RHS
7	1910	1950	40	Type-3	RHS
8	1950	2060	110	Type-2	RHS
9	2150	2170	20	Type-2	RHS
10	2170	2390	220	Type-3	RHS
Total Length of CC drain			1580		

7. Design of Structures

(i) General

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

- (b) Width of the carriageway of new bridges and structures shall be as follows:

[Refer to paragraph 7.1 (ii) of the 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.]

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

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

[Refer to paragraph 7.1 (iii) of the Manual and provide details of new Structures with footpath.]

Sl. No.	Location at km	Remarks
Nil		

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

[Refer to paragraph 7.1 (iv) of the 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 paragraph 7.1 (viii) of the Manual and provide details]

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

* Attach typical cross-section, if necessary.

Nil

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

(ii) Culverts

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

- (b) Reconstruction of existing culverts:

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

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

Sl. No.	Culvert location	Span/Opening (m)	Remarks, if any*
1	0+130	1X3X3	Reconstruction
2	0+355	1X3X3	Reconstruction
3	0+503	1X3X3	Reconstruction
4	0+648	1X2X2	Reconstruction
5	0+830	1X2X2	Reconstruction
6	1+028	1X2X2	Reconstruction
7	1+252	1X2X2	Reconstruction
8	1+796	1X3X3	Reconstruction
9	2+140	1X3X3	Reconstruction
10	2+450	1X3X3	Reconstruction

*[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 section 7 of the Manual. Repairs and strengthening of existing structures where required shall be carried out.

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

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

Sl No.	Culvert location	Span/Opening (m)
1	1+470	1X2X2
2	2+030	1X3X3
3	2+520	1X3X3

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

[Refer to paragraph 7.23 of the Manual and provide details]

Sl. 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 to paragraph 7.3.2 of the Manual and provide details]

Sl. No.	Bridge location (km)	Salient details of existing bridge	Adequacy or otherwise of the existing waterway, vertical clearance, etc*	Remarks
Nil				

*Attach GAD

(ii) The following narrow bridges shall be widened:

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

@ Attach cross-section

- (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.

Sl. 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 to paragraph 7.18 (iv) the Manual and provide details:]

Sl. No.	Location at km	Remarks
Nil		

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

[Refer to paragraph 7.18 (v) the Manual and provide details]

Sl. No.	Location at km	Remarks
1	1+160	Minor repairs of retained minor bridge is to be done.

- (e) Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in paragraph 7.21 of the Manual

- (f) Structures in marine environment

[Refer to paragraph 7.22 of the Manual and specify the necessary measures / treatments for protecting structures in marine environment, where applicable]

(iv) Rail-road bridges

- (a) Design, construction and detailing of ROB/RUB shall be as specified in section 7 of the Manual. [Refer to paragraph 7.19 of the 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:

Sl. 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:

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

(v) Grade separated structures

[Refer to paragraph 7.20 of the Manual]

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

(vi) Repairs and strengthening of bridges and structures

[Refer to paragraph 7.23 of the 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

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

(b) ROB / RUB

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

(c) Overpasses/Underpasses and other structures

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

(vii) List of Major Bridges and Structures

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

Sl. No.	Location
Nil	

8. Traffic Control Devices and Road Safety Works

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

(ii) Specifications of the reflective sheeting. [Refer to paragraph 9.3 of the Manual and specify]

9. Roadside Furniture

- (i) Roadside furniture shall be provided in accordance with the provisions of Section 11 of the Manual.
- (ii) Overhead traffic signs: location and size

Description	Size	No. of Traffic sign
Circular	60 cm circular	150
Equilateral Triangle	90 cm	37
Square	60 cm X 60 cm	1
Delineator		110
Built up area	Traffic sign are provided @ 50m interval	

10. Compulsory Afforestation

NIL

11. Hazardous Locations

The safety barriers (Metal beam crash barriers) shall also be provided at the following hazardous locations:

Sl. No.	Location stretch from (km) to (km)		LHS/RHS
1	0+55	0+100	RHS
2	0+120	0+165	RHS
3	0+250	0+260	RHS
4	0+300	0+350	Both side
5	0+505	0+515	Both side
6	1+150	1+175	LHS
7	1+190	1+220	LHS

12. Special Requirement for Hill Roads

Retaining walls shall be provided as follows:

S. No	Chainage		Length (m)	Side
	From	To		
Nil				

Breast walls shall be provided as follows:

S. No	Chainage		Side	Indicative Length
	From	To		
1	0	200	LHS	197

S. No	Chainage		Side	Indicative Length
	From	To		
2	200	250	BS	25
3	250	300	LHS	50
4	350	380	LHS	27
5	410	490	LHS	80
6	520	650	LHS	128
7	650	1150	BS	246
8	1150	1480	RHS	313.95
9	1560	1590	RHS	30
10	1630	1730	BS	50
11	1730	1910	RHS	177
12	1910	1950	BS	20
13	1950	2060	RHS	108
14	2150	2170	RHS	17
15	2170	2390	BS	110
16	2510	2540	LHS	27
Total Length				1605.95

13. Change of Scope

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

Schedule - 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) tree plantation;
- (e) truck lay-byes;
- (f) bus-bays and bus shelters;
- (g) rest areas; and
- (h) others to be specified

2. Description of Project Facilities

Each of the Project Facilities is described below:

Sl. No.	Project Facility	Location	Design Requirements	Other essential details
1	Truck Lay-bye	1+600	Design of truck lay-bye provided in drawing.	-

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

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:]
- (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.]

Sl.	Item	Provision as per Manual	Description of Deviation	Clause Referred in Manual
1	Design Speed	40 Kmph	20Kmph on hair pin bend	2.2.1 (Table2.1)
2	Extra width	Radius 75m-100m-0.9 Radius 101m-300m-0.6	As Per IRC SP48- 1998	2.7.2
3	PCU For 2 Lane	9000	As Per Requirement	2.17 (Table-2.8)

Schedule - E

(See Clauses 2.1 and 14.2)

Maintenance Requirements

1. Maintenance Requirements

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

[Specify all the relevant documents]

2. Repair/rectification of Defects and deficiencies

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

3. Other Defects and deficiencies

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

4. Extension of time limit

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

5. Emergency repairs/restoration

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

6. Daily inspection by the Contractor

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

7. Pre-monsoon inspection / Post-monsoon inspection

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

8. Repairs on account of natural calamities

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

Annex – I

(Schedule-E)

Repair/rectification of Defects and deficiencies

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

Nature of Defect or deficiency		Time limit for repair/ rectification
ROADS		
(a) Carriageway and paved shoulders		
(i)	Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 (fifteen) days
(ii)	Roughness value exceeding 2,200 mm in a stretch of 1 km (as measured by a calibrated bump integrator)	120 (one hundred and twenty) days
(iii)	Pot holes	24 (twenty four) hours
(iv)	Any cracks in road surface	15 (fifteen) days
(v)	Any depressions, rutting exceeding 10 mm in road surface	30 (thirty) days
(vi)	Bleeding/skidding	7 (seven) days
(vii)	Any other defect/distress on the road	15 (fifteen) days
(viii)	Damage to pavement edges	15 (fifteen) days
(ix)	Removal of debris, dead animals	6 (six) hours
(b) Granular earth shoulders, side slopes, drains and culverts		
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (seven) days

Nature of Defect or deficiency		Time limit for repair/ rectification
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (seven) days
(v)	Damage to or silting of culverts and side drains	7 (seven) days
(vi)	Desilting of drains in urban/semi- urban areas	24 (twenty four) hours
(vii)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
(c) Road side furniture including road sign and pavement marking		
(i)	Damage to shape or position, poor visibility or loss of retro- reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/ Once every year
(iii)	Damaged/missing signs road requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	7 (seven) days
(d) Road lighting		
(i)	Any major failure of the system	24 (twenty four) hours
(ii)	Faults and minor failures	8 (eight) hours
(e) Trees and plantation		
(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

Nature of Defect or deficiency		Time limit for repair/ rectification
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
(f) Rest area		
(i)	Cleaning of toilets	Every 4 (four) hours
(ii)	Defects in electrical, water and sanitary installations	24 (twenty four) hours
(g) [Toll Plaza]		
(h)	Other Project Facilities and Approach roads	
(i)	Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossings, [Traffic Aid Posts, Medical Aid Posts] and service roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridges		
(a) Superstructure		
(i)	Any damage, cracks, spalling/ scaling Temporary measures Permanent measures	within 48 (forty eight) hours within 15 (fifteen) days or as specified by the Authority's Engineer
(b) Foundations		
(i)	Scouring and/or cavitation	15 (fifteen) days
(c) Piers, abutments, return walls and wing walls		
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
(d) Bearings (metallic) of bridges		

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

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

Schedule - F

(See Clause 4.1 (vii)(a))

Applicable Permits

1. Applicable Permits

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

Schedule – G

(See Clauses 7.1 and 19.2)

Annex-I

(See Clause 7.1)

Form of Bank Guarantee

[Performance Security/Additional Performance Security]

[DG(RD)&SS,

Ministry of Road Transport & Highways Transport Bhawan, New Delhi]

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called the “**Contractor**”) and [name and address of the authority], (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for the construction of the Moreh Bypass [National Highway No. 39] on Engineering, Procurement and Construction (the “**EPC**”) basis, subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs..... cr. (Rupees crore) (the “**Guarantee Amount**”).
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (*hereinafter called the “**Guarantee**”*) by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the NHIDCL, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any 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.

[§] 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.
12. This guarantee shall also be operatable at our..... Branch at New Delhi (Complete Address of bank branch is mandatory), from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. 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

Signed and sealed this day of, 20..... at
 SIGNED, SEALED AND DELIVERED

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

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annex – II

(Schedule - G)

(See Clause 19.2)

Form for Guarantee for Advance Payment

[DG(RD)&SS,

Ministry of Road Transport & Highways Transport Bhawan, New Delhi]

WHEREAS:

- (A) [name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [name and address of the authority], (hereinafter called the “**Authority**”) for the construction of the Moreh Bypass [National Highway No. 39] on Engineering, Procurement and Construction (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**”) ^s.
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the Guarantee Amount.

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

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

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

in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

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

^{\$} 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).

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.
11. This guarantee shall also be operatable at our..... Branch at New Delhi (Complete Address of bank branch is mandatory), from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
12. 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

Signed and sealed this day of, 20..... at
..... SIGNED, SEALED AND DELIVERED

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

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Schedule - H

(See Clauses 10.1 (iv) and 19.3)

Contract Price Weightages

1. The Contract Price for this Agreement is Rs. ____ Cr.

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

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		A- Widening and strengthening of existing road	
		(1) Earthwork up to top of the sub-grade	-
		(2) Earthwork in Shoulders	-
		(3) Sub-base Course	-
		(4) Non bituminous Base course	-
		(5) Bituminous Base course	-
		(6) Wearing Coat	-
		(7) Widening and repair of culverts	-
Road Works including Culverts, widening and repair of culverts	59.81%	B.1- Reconstruction/New 8-Lane Realignment / Bypass (Flexible Pavement)	
		(1) Earthwork up to top of the sub-grade	11.12%
		(2) Earthwork in Shoulders	6.74%
		(3) Sub-base Course	5.70%
		(4) Non bituminous Base course	9.74%
		(5) Bituminous Base course	13.23%
		(6) Wearing Coat	0.73%
		B.2- Reconstruction/New 8-Lane Realignment / Bypass (Rigid Pavement)	

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		(1) Earthwork up to top of the sub-grade	-
		(2) Earthwork in Shoulders	-
		(3) Sub-base Course	-
		(4) Dry Lean Concrete (DLC) Course	-
		(5) Pavement Quality Control (PQC) Course	-
		C.1- Reconstruction/ New Service Road/ Slip Road (Flexible Pavement)	
		(1) Earthwork up to top of the sub-grade	
		(2) Sub-base Course	
		(3) Non bituminous Base course	
		(4) Bituminous Base course	
		(5) Wearing Coat	
		C.2- Reconstruction/New Service road (Rigid Pavement)	
		(1) Earthwork up to top of the sub-grade	-
		(2) Sub-base Course	-
		(3) Dry Lean Concrete (DLC) Course	-
		(4) Pavement Quality Control (PQC) Course	-
		D- Reconstruction & New Culverts on on existing road, realignments, bypasses Culverts (length <6m)	12.54%
Minor bridge/ Underpasses/ Overpasses	[**]	A.1- Widening and repairs of Minor Bridges (length>6m & <60m)	
		Minor Bridges	-
		A.2- New Minor bridges (length >6 m and < 60 m)	

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		(1) Foundation: On completion of the foundation work including foundations for wing and return walls, abutments, piers.	-
		(2) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap including wing/ return/ retaining wall upto top	-
		(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-
		(4) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect, tests on completion in all respect and fit for use	-
		(5) Guide Bunds and River Training Works: On completion of Guide Bunds and river training works complete in all respects	-
		(6) Other Ancilliary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion in all respect.	-
		B.1- Widening and repairs of underpasses/overpasses	
		Underpasses/ Overpasses	-
		B.2- New Underpasses/Overpasses	
		(1) Foundation: On completion of the foundation work including foundations for wing and return walls, abutments, piers.	-
		(2) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap including wing/ return/ retaining wall upto top	-
		(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings.	-

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		(4) On completion of Retaining / Reinforced earth walls, complete in all respect and fit for use	-
		(5) Approaches and Other Ancilliary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, stone pitching, protection works, road signs & markings, tests on completion in all respect.	-
		Wearing Coat (a) in case of Overpass-wearing coat including expansion joints complete in all respects as specified and (b) in case of underpass-rigid pavement including drainage facility complete in all respects as specified	
Major bridge(length>60m) works and ROB/RUB/elevated sections/flyovers including viaducts, if any	[**]	A.1- Widening and repairs of Major Bridges	
		(1) Foundation: On completion of the foundation work including foundations for return walls, abutments, piers.	-
		(2) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap	-
		(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings.	-
		(4) Wearing Coat including expansion joints	-
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-
		(6) Wing walls/return walls upto top	-
		(7) Guide bunds, River Training works etc.	-
		(8) Approaches (including Retaining walls, stone pitching and protection works)	-
		A.2- New Major Bridges	
		(1) Foundation: On completion of the foundation work including foundations for return walls, abutments, piers.	-

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		(2) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap	-
		(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings.	-
		(4) Wearing Coat including expansion joints	-
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-
		(6) Wing walls/return walls upto top	-
		(7) Guide bunds, River Training works etc.	-
		(8) Approaches (including Retaining walls, stone pitching and protection works)	-
		B.1- Widening and repairs of (a) ROB (b) RUB	
		(1) Foundations	-
		(2) Sub-Structure	-
		(3) Super-Structure (Including bearings)	-
		(4) Wearing Coat (a) in case of ROB-wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified	-
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-
		(6) Wing walls/Return walls	-
		(7) Retaining / Reinforced earth walls	-
		(8) Approaches and Other Ancillary Works (wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works etc.)	-

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		B.2- New ROB/RUB	
		(1) Foundations	-
		(2) Sub-Structure	-
		(3) Super-Structure (Including bearings)	-
		(4) Wearing Coat (a) in case of ROB-wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified	-
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-
		(6) Wing walls/Return walls	-
		(7) Retaining / Reinforced earth walls	-
		(8) Approaches and Other Ancillary Works (wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works etc.)	-
		C.1- Widening and repair of Elevated Section/Flyovers/Grade Separators	
		(1) Foundations	-
		(2) Sub-Structure	-
		(3) Super-Structure (Including bearings)	-
		(4) Wearing Coat including expansion joints	-
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-
		(6) Wing walls/Return walls	-
		(7) Retaining / Reinforced earth walls	-
		(8) Approaches and Other Ancillary Works (wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works etc.)	-

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		C.2- New Elevated Section/Flyovers/Grade Separators	
		(1) Foundation: On completion of the foundation work including foundations for wing and return walls, abutments, piers.	-
		(2) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap including wing/ return/ retaining wall upto top	-
		(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings.	-
		(4) Wearing Coat including expansion joints	-
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-
		(6) Wing walls/Return walls	-
		(7) Retaining / Reinforced earth walls	-
		(8) Approaches and Other Ancillary Works (wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works etc.)	-
Other Works	40.20%	(i) Toll Plaza	-
		(ii) Road side drains and toe wall	
		Lined Drain and toe wall	1.44%
		Unlined Drain	-
		(iii) Road signs, safety Devices, Road Furnitures etc.	1.63%
		(vi) Project facilities	
		a) Bus Bays	-
		b) Wayside Amenities excluding Slip Roads & but including all internal roads (Service areas including Truck Lay-Byes)	9.92%

Item	Weightage in % of CP	Stage for Payment	Percentage weightage
(1)	(2)	(3)	(4)
		c) Others (Rest areas)	2.64%
		(vii) Retaining Wall and breast wall	22.96%
		(viii) RE Wall	-
		(ix) Street Lighting	-
		(x) Utility Ducts	-
		(xi) Boundary wall	-
		(xii) ATMS	-
		(xiii) Rain Water Harvesting	-
		(xiv) Road side Plantation including Horticulture in Wayside Amenities	-
		(xv) Protection Works other than approaches to the bridges, elevated sections/ flyover/ grade separators and ROBs/ RUBs	-
		(xvi) Safety & Traffic Management during const.	-
		(xvii) Other miscellaneous works including Connecting road & Junction under Grade separator	1.61%

Procedure of estimating the value of work done.

(i) Road works

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

Table 1.3.1

Stage of Payment	Percentage weightage	Payment Procedure
A- Widening & Strengthening of road	-	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 05 (five) percent of the total length.
(1) Earthwork up to top of the sub-grade		
(2) Earthwork in shoulders	-	

Stage of Payment	Percentage weightage	Payment Procedure
(3) Sub-base Course	-	
(4) Non bituminous Base course	-	
(5) Bituminous Base course	-	
(6) Wearing Coat	-	
(7) Widening and repair of culverts	-	Cost of ten completed culverts shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of at least five culverts.
B.1- Reconstruction/New 8-Lane Realignment / Bypass (Flexible Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km length, whichever is less.
(1) Earthwork up to top of the sub-grade	11.12%	
(2) Earthwork in shoulders	6.74%	
(3) Sub-base Course	5.70%	
(4) Non bituminous Base course	9.74%	
(5) Bituminous Base course	13.23%	
(6) Wearing Coat	0.73%	
(7) Widening and repair of culverts	-	
B.2- Reconstruction/New 8-Lane Realignment / Bypass (Rigid Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km length, whichever is less.
(1) Earthwork up to top of the sub-grade	-	
(2) Sub-base Course	-	
(3) Dry Lean Concrete (DLC) Course	-	
(4) Pavement Quality Control (PQC) Course	-	
(5) Earthwork in shoulders	-	
C.1- Reconstruction/ New Service Road/ Slip Road (Flexible Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on

Stage of Payment	Percentage weightage	Payment Procedure
(1) Earthwork up to top of the sub-grade	-	pro rata basis on completion of a stage in full length or 5(five) km length, whichever is less.
(2) Sub-base Course	-	
(3) Non bituminous Base course	-	
(4) Bituminous Base course	-	
(5) Wearing Coat	-	
C.2- Reconstruction/New Service road (Rigid Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km length, whichever is less.
(1) Earthwork up to top of the sub-grade	-	
(2) Sub-base Course	-	
(3) Dry Lean Concrete (DLC) Course	-	
(4) Pavement Quality Control (PQC) Course	-	
D- Reconstruction & New Culverts on existing road, realignments, bypasses		Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of at least five culverts
Culverts (length <6m)	12.54%	

@ For calculation of payment stage for main-carriageway the project length shall be converted into equivalent 2 lane length. For example, if the total length of 4 lane main carriageway is 100 km, then the equivalent length for calculation of payment stage will be 2 x 100 km. Now, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

$$\text{Cost per km} = P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$$

Where

P = Contract Price

L = Total equivalent 2-Lane length in km as defined above

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 including the length not handed over to the Contractor under clause 8.3 of this Contract Agreement 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

(ii) 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)	-	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of widening & repair works of a minor bridge
A.2- New Minor Bridges (length>6m & <60m) (1) Foundation: On completion of the foundation work including foundations for wing and return walls, abutments, piers.	-	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) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap including wing/ return/ retaining wall upto top	-	Sub-structure: 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 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 each bridge.
(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super structure of atleast one span in all respects as specified in the column of "Stage of Payment" in this sub- clause. 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

Stage of Payment	Weightage	Payment Procedure
(1)	(2)	(3)
(4) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use	-	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.
(5) Guide Bunds and River Training Works: On completion of Guide Bunds and river training works complete in all respects	-	Guide Bunds and River Training Works: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of Guide Bunds and River training Works in all respects as specified
(6) Other Ancillary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion in all respect.	-	Other Ancillary Works: Payment shall be made on pro-rata basis on completion of a stage in all respects as specified
B.1- Widening and repairs of underpasses/overpasses	-	Cost of each underpass/overpass shall be determined on pro rata basis with respect to the total linear length of the underpasses/overpasses. Payment shall be made on the completion of widening & repair works of a underpass/overpass.
B.2- New Underpasses/Overpasses (1) Foundation: On completion of the foundation work including foundations for wing and return walls, abutments, piers.	-	Foundation: Cost of each Underpass/Overpass shall be determined on pro- rata basis with respect to the total linear length (m) of the Underpasses/Overpasses. Payment against foundation 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 Underpasses/ Overpasses. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2) Sub-structure: On completion of abutments, piers upto the abutment/ pier cap including wing/ return/ retaining wall upto top	-	Sub-structure: Cost of each Underpass/Overpass shall be determined on pro- rata basis with respect to the total linear length (m) of the Underpasses/ Overpasses. Payment against 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 each Underpasses/Overpasses.

Stage of Payment	Weightage	Payment Procedure
(1)	(2)	(3)
(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure of atleast one span in all respects as specified in the column of "Stage of Payment" in this sub-clause. 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) On completion of Retaining / Reinforced earth walls complete in all respect and fit for use	-	Payments shall be made on pro rata basis on completion of 20% of the total area.
(5) Approaches and Other Ancillary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works, tests on completion in all respect.	-	Payment shall be made on pro-rata basis on completion of a stage in all respects as specified

(iii) Major Bridge works, ROB/RUB and Structures

Procedure for estimating the value of Major Bridge works, ROB/RUB and Structures Work 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: On completion of the foundation work including foundations for return walls, abutments, piers.	-	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: On completion of abutments, piers upto the abutment/ pier cap	-	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.

Stage of Payment	Weightage	Payment Procedure
(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of atleast 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	-	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls upto top	-	Wing walls/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.	-	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)	-	Approaches: Payments shall be made on pro rata basis on completion of 10% of the scope of each stage.
A.2- New Major Bridges (1) Foundation: On completion of the foundation work including foundations for return walls, abutments, piers.	-	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: On completion of abutments, piers upto the abutment/ pier cap	-	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.

Stage of Payment	Weightage	Payment Procedure
(3) Super-structure: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of atleast 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	-	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls upto top	-	Wing walls/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.	-	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)	-	Approaches: Payments shall be made on pro rata basis on completion of 10% of the scope of each stage.
B.1- Widening and repairs of (a) ROB (b) RUB (1) Foundation	-	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 pro-rata basis on completion of a stage i.e. not less than 25% 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 on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of ROB/RUB.

Stage of Payment	Weightage	Payment Procedure
(3) Super-structure (including bearing)	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of atleast 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 in case of ROB. In case of RUB-rigid pavement under RUB including drainage facility as specified	-	Wearing Coat: Payment shall be made on completion (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	-	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) On completion of Retaining / Reinforced earth walls complete in all respect and fit for use	-	Payments shall be made on pro rata basis on completion of 20% of the total area.
(8) Approaches and Other Ancillary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works, tests on completion in all respect.	-	Payment shall be made on pro-rata basis on completion of a stage in all respects as specified

Stage of Payment	Weightage	Payment Procedure
B.2- New ROB/ RUB	-	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 pro-rata basis on completion of a stage i.e. not less than 25% 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.
(1) Foundation	-	
(2) Sub-structure	-	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 ROB/RUB.
(3) Super-structure (including bearing)	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of atleast 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 in case of ROB. In case of RUB- rigid pavement under RUB including drainage facility as specified	-	Wearing Coat: Payment shall be made on completion (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	-	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.

Stage of Payment	Weightage	Payment Procedure
(7) On completion of Retaining / Reinforced earth walls complete in all respect and fit for use	-	Payments shall be made on pro rata basis on completion of 20% of the total area.
(8) Approaches and Other Ancillary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works, tests on completion in all respect.	-	Payment shall be made on pro-rata basis on completion of a stage in all respects as specified
C.1- Widening and repairs of Elevated Section/ Flyovers/ Grade Separators (1) Foundation	-	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	-	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: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of atleast 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	-	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.

Stage of Payment	Weightage	Payment Procedure
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	-	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) On completion of Retaining / Reinforced earth walls complete in all respect and fit for use	-	Payments shall be made on pro rata basis on completion of 20% of the total area.
(8) Approaches and Other Ancillary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works, tests on completion in all respect.	-	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) Foundation	-	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	-	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: On completion of the super-structure in all respects including Girder, Deck slab, bearings	-	Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of atleast 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

Stage of Payment	Weightage	Payment Procedure
(4) Wearing Coat including expansion joints	-	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	-	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	-	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) On completion of Retaining / Reinforced earth walls complete in all respect and fit for use	-	Payments shall be made on pro rata basis on completion of 20% of the total area.
(8) Approaches and Other Ancillary Works: On completion of wearing coat, expansion joints, hand rails, crash barriers, road signs & markings, stone pitching, protection works, tests on completion in all respect.	-	Payment shall be made on pro-rata basis on completion of a stage in all respects as specified

Note: (1) In case of innovative 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 DG(RD)&SS, MoRT&H.

(2) The Schedule for exclusive tunnel projects may be prepared as per site requirements before bidding with due approval of DG(RD)&SS, MoRT&H.

(iv) 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	-	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.

Stage of Payment		Weightage	Payment Procedure
(1)		(2)	(3)
(2)	Road side drains and toe wall	-	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5% (Five per cent) of the total length.
	Lined Drain and toe wall	1.44%	
	Unlined Drain	-	
(3)	Road signs, safety Devices, Road Furnitures etc.	1.63%	
(4)	Project Facilities	-	Payment shall be made on pro rata basis for completed facilities.
a)	Bus Bays	-	
b)	Wayside Amenities excluding Slip Roads & but including all internal roads (Service areas including Truck Lay-Byes)	9.92%	
c)	Others (rest Areas)	2.64%	
(5)	Rain Water Harvesting	-	
(6)	Retaining Wall and breast wall	22.96%	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 5% (Five per cent) of the total length.
(7)	RE Wall	-	
(8)	Street Lighting	-	
(9)	Utility Ducts	-	
(10)	ATMS	-	
(11)	Road side Plantation including Horticulture in Wayside Amenities	-	
(14)	Protection Works other than approaches to the bridges, elevated sections/ flyover/ grade separators and ROBs/ RUBs	-	
(15)	Boundary wall	-	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (Ten per cent) of the total length.
(16)	Safety and traffic management during construction	-	Payment shall be made on prorated basis every six months.

Stage of Payment	Weightage	Payment Procedure
(1)	(2)	(3)
(17) Other miscellaneous works including Connectingroad & Junction under Grade separator	1.61%	Payment should be made on pro rata basis on completion of each stage

2. Procedure for payment for Maintenance

- (a) The cost for maintenance shall be as stated in Clause 14.1 (v).
- (b) Payment for Maintenance shall be made in accordance with the provisions of Article 14 and Article 19.

Schedule - I

(See Clause 10.2 (iv))

Drawings

1. Drawings

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

2. Additional Drawings

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

Annex - I

(Schedule - I)

List of Drawings

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

Schedule - J

(See Clause 10.3 (ii))

Project Completion Schedule

1. Project Completion Schedule

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

2. Project Milestone-I

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

3. Project Milestone-II

- (i) Project Milestone-II shall occur on the date falling on the **[60% of the Scheduled Construction Period]** day from the Appointed Date (the “**Project Milestone- II**”).
- (ii) Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 35% (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 an amount not less than 70% (seventy per cent) of the Contract Price **and should have** started construction of all project facilities.

5. Scheduled Completion Date

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

6. Extension of time

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

Schedule - K

(See Clause 12.1 (ii))

Tests on Completion

1. Schedule for Tests

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

2. Tests

- (i) Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include [***].
- (ii) Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a Network Survey Vehicle (NSV) fitted with latest equipments and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometre.
- (iii) Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.
- (iv) Other tests: The Authority's Engineer may require the Contractor to carry out or 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 Moreh Bypass to Two Lane with paved shoulder from Km 421.950 to Km 425.411 (Length = 2.52 Km) on NH-39 near Indo-Myanmar border in the State of Manipur** (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	5%
(b)	Road, Embankment, Cuttings, Shoulders	
(i)	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	Bridges and Culverts	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%

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

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

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

Where,

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

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

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

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

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

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

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

Schedule - N

(See Clause 18.1 (i))

Selection of Authority's Engineer

1. Selection of Authority's Engineer

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

2. Terms of Reference

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

3. Appointment of Government entity as Authority's Engineer

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

Annex – I

(Schedule - N)

Terms of Reference for Authority's Engineer

1. Scope

- (i) These Terms of Reference (the “**TOR**”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated (the “**Agreement**”), which has been entered into between the [name and address of the Authority] (the “**Authority**”) and (the “**Contractor**”) # for **Construction of Moreh Bypass to Two Lane with paved shoulder from Km 421.950 to Km 425.411 (Length = 2.52 Km) on NH-39 near Indo-Myanmar border in the State of Manipur** (the “**Project Highway**”) on Engineering, Procurement and 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:
 - i. Any amount to be deducted in accordance with the provisions of the Agreement except taxes;
 - ii. Any amount towards deduction of taxes; and
 - iii. Total of (i) and (ii) above.
- (g) Net claim: (e) – (f) (iii);
- (h) The amounts received by the Contractor upto the last claim:
 - i. For the Works executed (excluding Change of Scope orders);
 - ii. For Change of Scope Orders, and
 - iii. Taxes deducted

2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

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

3. Contractor's claim for Damages

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

Schedule - P

(See Clause 20.1)

Insurance

1. Insurance during Construction Period

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

2. Insurance for Contractor's Defects Liability

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

3. Insurance against injury to persons and damage to property

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

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

- (ii) The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:

- (a) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and
- (b) damage which is an unavoidable result of the Contractor's obligations to execute the Works.

4. Insurance to be in joint names

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

Schedule-Q

(See Clause 14.10)

Tests on Completion of Maintenance Period

1. Riding Quality test:

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

2. Visual and physical test:

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

Schedule-R

(See Clause 14.10)

Taking Over Certificate

I, (Name and designation of the Authority's Representative) under and in accordance with the Agreement dated (the "**Agreement**"), for **Construction of Moreh Bypass to Two Lane with paved shoulder from Km 421.950 to Km 425.411 (Length = 2.52 Km) on NH-39 near Indo-Myanmar border in the State of Manipur** (the "**Project Highway**") on Engineering, Procurement and Construction (EPC) basis through (Name of Contractor), hereby certify that the Tests on completion of Maintenance Period in accordance with Article 14 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I hereby certify that the Authority has taken over the Project highway from the Contractor on this day.....

SIGNED, SEALED AND DELIVERED

(Signature)

(Name and designation of Authority's Representative)

(Address)

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