

#### **SCHEDULE - A**

(See Clauses 2.1 and 8.1)

#### SITE OF THE PROJECT

#### 1. The Site

- 1.1 Single/Intermediate lane shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- 1.2 The dates of handing over Right of Way to the Contractor are specified in the Annex-II of this Schedule A.
- 1.3 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2.1 of this Agreement.
- 1.4 The alignment plans of the Project Highway are specified in Annex-III. In the case of sections where no modification in the existing alignment of the Project Highway is contemplated, the alignment plan has not been provided. Alignment plans have only been given for sections where the existing alignment is proposed to be upgraded. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The contractor, however, improve/upgrade the Road Profile as indicated in Annexure-III based on site/design requirement.
- 1.5 The status of the environment clearances obtained or awaited is given in Annex IV.

#### Annexure - I

(Schedule-A)

# Site

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

#### 1. Site

The Site of the single/intermediate lane Project Highway comprises the section of National Highway -223, Karala Village at Km 298.0 to Kalipur Village at Km 330.662 in the Union Territory of Andaman & Nicobar Islands. The land, carriageway and structures comprises 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:

#### **Land Details**

			<b>Existing ROW</b>		
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark
		m)	m)	m)	
1	298.025	15	15	30	
2	298.100	15	15	30	
3	298.200	15	15	30	
4	298.300	15	15	30	
5	298.400	15	15	30	
6	298.500	15	15	30	
7	298.600	15	15	30	
8	298.700	15	15	30	
9	298.800	15	15	30	
10	298.900	15	15	30	
11	299.000	15	15	30	
12	299.100	15	15	30	
13	299.200	15	15	30	
14	299.300	15	15	30	
15	299.400	15	15	30	
16	299.500	15	15	30	
17	299.600	15	15	30	
18	299.700	15	15	30	
19	299.800	15	15	30	
20	299.900	15	15	30	
21	300.000	15	15	30	

			<b>Existing ROW</b>	ROW		
S.No.	Chainage(km)	Left side (in	Right side (in			
22	200 100	<u>m)</u>	m)	m)		
22	300.100	15	15	30		
23	300.200	15	15	30		
24	300.300	15	15	30		
25	300.400	15	15	30		
26	300.500	15	15	30		
27	300.600	15	15	30		
28	300.700	15	15	30		
29	300.800	15	15	30		
30	300.900	15	15	30		
31	301.000	15	15	30		
32	301.100	15	15	30		
33	301.200	15	15	30		
34	301.300	15	15	30		
35	301.400	15	15	30		
36	301.500	15	15	30		
37	301.600	15	15	30		
38	301.700	15	15	30		
39	301.800	15	15	30		
40	301.900	15	15	30		
41	302.000	15	15	30		
42	302.100	15	15	30		
43	302.200	15	15	30		
44	302.300	15	15	30		
45	302.400	15	15	30		
46	302.500	15	15	30		
47	302.600	15	15	30		
48	302.700	15	15	30		
49	302.800	15	15	30		
50	302.900	15	15	30		
51	303.000	15	15	30		
52	303.100	15	15	30		
53	303.200	15	15	30		
54	303.300	15	15	30		
55	303.400	15	15	30		
56	303.500	15	15	30		
57	303.600	15	15	30		
58	303.700	20	10	30		
59	303.800	15	15	30		
60	303.900	11	19	30		
61	304.000	15	15	30		
62	304.100	15	15	30		
63	304.200	15	15	30		

S.No.	Chainage(km)	Left side (in	Existing ROW Right side (in	Total (in	Remark
		<b>m</b> )	m)	m)	
64	304.300	13.95	16.05	30	
65	304.400	13.35	16.65	30	
66	304.500	12.75	17.25	30	
67	304.600	12.15	17.85	30	
68	304.700	11.55	18.45	30	
69	304.800	10.95	19.05	30	
70	304.900	10.4	19.6	30	
71	305.000	15	15	30	
72	305.100	15	15	30	
73	305.200	15	15	30	
74	305.300	15	15	30	
75	305.400	15	15	30	
76	305.500	15	15	30	
77	305.600	15	15	30	
78	305.700	15	15	30	
79	305.800	15	15	30	
80	305.900	15	15	30	
81	306.000	15	15	30	
82	306.100	15	15	30	
83	306.200	15	15	30	
84	306.300	15	15	30	
85	306.400	15	15	30	
86	306.500	15	15	30	
87	306.600	15	15	30	
88	306.700	15	15	30	
89	306.800	15	15	30	
90	306.900	15	15	30	
91	307.000	15	15	30	
92	307.100	15	15	30	
93	307.200	15	15	30	
94	307.300	15	15	30	
95	307.400	13.5	16.5	30	
96	307.500	12.9	17.1	30	
97	307.600	12.3	17.7	30	
98	307.700	15	15	30	
99	307.800	15	15	30	
100	307.900	14	16	30	
101	308.000	15	15	30	
102	308.100	15	15	30	
103	308.200	15	15	30	
104	308.300	15	15	30	
105	308.400	15	15	30	

			<b>Existing ROW</b>		
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark
		m)	m)	m)	
106	308.500	28.5	1.5	30	
107	308.600	26	4	30	
108	308.700	15	15	30	
109	308.800	15	15	30	
110	308.900	15	15	30	
111	309.000	15	15	30	
112	309.100	15	15	30	
113	309.200	15	15	30	
114	309.300	15	15	30	
115	309.400	15	15	30	
116	309.500	15	15	30	
117	309.600	15	15	30	
118	309.700	15	15	30	
119	309.800	15	15	30	
120	309.900	15	15	30	
121	310.000	15	15	30	
122	310.100	15	15	30	
123	310.200	15	15	30	
124	310.300	15	15	30	
125	310.400	15	15	30	
126	310.500	15	15	30	
127	310.600	15	15	30	
128	310.700	15	15	30	
129	310.800	15	15	30	
130	310.900	15	15	30	
131	311.000	15	15	30	
132	311.100	15	15	30	
133	311.200	15	15	30	
134	311.300	15	15	30	
135	311.400	15	15	30	
136	311.500	15	15	30	
137	311.600	15	15	30	
138	311.700	15	15	30	
139	311.800	15	15	30	
140	311.900	15	15	30	
141	312.000	15	15	30	
142	312.100	8	9	17	
143	312.200	11	10	21	
144	312.300	10	10	20	
145	312.400	10	10	20	
146	312.500	12	13	25	
147	312.600	10	13	23	

	Existing ROW					
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark	
		<b>m</b> )	m)	m)		
148	312.700	10	12	22		
149	312.800	12	13	25		
150	312.900	17	18	35		
151	313.000	15	15	30		
152	313.100	12	13	25		
153	313.200	12	13	25		
154	313.300	13	14	27		
155	313.400	8	15	23		
156	313.500	15	15	30		
157	313.600	15	15	30		
158	313.700	15	15	30		
159	313.800	15	15	30		
160	313.900	15	15	30		
161	314.000	15	15	30		
162	314.100	15	15	30		
163	314.200	15	15	30		
164	314.300	15	15	30		
165	314.400	15	15	30		
166	314.500	14	14	28		
167	314.600	14	15	29		
168	314.700	13	14	27		
169	314.800	12	13	25		
170	314.900	13	13	26		
171	315.000	12	12	24		
172	315.100	10	10	20		
173	315.200	10	10	20		
174	315.300	9	10	19		
175	315.400	12	13	25		
176	315.500	15	15	30		
177	315.600	20	20	40		
178	315.700	13	13	26		
179	315.800	12	12	24		
180	315.900	12	13	25		
181	316.000	11	11	22		
182	316.100	11	11	22		
183	316.200	11	11	22		
184	316.300	11	11	22		
185	316.400	12	11	23		
186	316.500	10	10	20		
187	316.600	10	10	20		
188	316.700	8	8	16		
189	316.800	9	8	17		

			<b>Existing ROW</b>		
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark
100	21.5.000	<u>m)</u>	m)	m)	
190	316.900	9	8	17	
191	317.000	10	10	20	
192	317.100	8	9	17	
193	317.200	12	13	25	
194	317.300	11	12	23	
195	317.400	10	10	20	
196	317.500	10	10	20	
197	317.600	9	9	18	
198	317.700	12	12	24	
199	317.800	15	15	30	
200	317.900	14	14	28	
201	318.000	14	14	28	
202	318.100	12	13	25	
203	318.200	12	12	24	
204	318.300	11	11	22	
205	318.400	10	10	20	
206	318.500	10	20	30	
207	318.600	10	20	30	
208	318.700	11	11	22	
209	318.800	8	17	25	
210	318.900	10	17	27	
211	319.000	7	16	23	
212	319.100	8	14	22	
213	319.200	7	12	19	
214	319.700	15	15	30	
215	319.800	15	15	30	
216	319.900	15	15	30	
217	320.000	13	12	25	
218	320.100	15	15	30	
219	320.200	11	11	22	
220	320.300	13	12	25	
221	320.400	8	7	15	
222	320.500	8	7	15	
223	320.600	8	7	15	
224	320.700	8	7	15	
225	320.800	9	9	18	
226	320.900	8	8	16	
227	321.000	8	7	15	
228	321.100	9	8	17	
229	321.200	11	11	22	
230	321.300	7	7	14	
231	321.400	6	5	11	

	Existing ROW					
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark	
222	221 500	<u>m)</u>	<b>m</b> )	m)		
232	321.500	8	8	16		
233	321.600	8	7	15		
234	321.700	6	6	12		
235	321.800	5	5	10		
236	321.900	4	5	9		
237	322.000	6	6	12		
238	322.100	6	6	12		
239	322.200	7	7	14		
240	322.300	6	6	12		
241	322.400	6	6	12		
242	322.500	5	6	11		
243	322.600	11	11	22		
244	322.700	7.5	7.5	15		
245	322.800	20	10	30		
246	322.900	6	6	12		
247	323.000	9	9	18		
248	323.100	10	10	20		
249	323.200	15	12	27		
250	323.300	5	6	11		
251	323.400	8	7	15		
252	323.500	13	12	25		
253	323.600	0	4	4		
254	323.700	6	6	12		
255	323.800	8	9	17		
256	323.900	12	12	24		
257	324.000	9	9	18		
258	324.100	7	8	15		
259	324.200	13	10	23		
260	324.300	6	6	12		
261	324.400	8	7	15		
262	324.500	9	8	17		
263	324.600	10	10	20		
264	324.700	8	7	15		
265	324.800	8	7	15		
266	324.900	9	9	18		
267	325.000	7	6	13		
268	325.100	8	7	15		
269	325.200	9	9	18		
270	325.300	10	9	19		
271	325.400	10	11	21		
272	325.500	10	10	20		
273	325.600	10	10	20		

	Existing ROW					
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark	
		m)	m)	m)		
274	325.700	12	12	24		
275	325.800	10	10	20		
276	325.900	15	15	30		
277	326.000	13	14	27		
278	326.100	12	12	24		
279	326.200	10	13	23		
280	326.300	10	13	23		
281	326.400	10	10	20		
282	326.500	8	8	16		
283	326.600	9	10	19		
284	326.700	10	10	20		
285	326.800	13	13	26		
286	326.900	10	11	21		
287	327.000	11	11	22		
288	327.100	15	13	28		
289	327.200	13	13	26		
290	327.300	13	14	27		
291	327.400	12	11	23		
292	327.500	12	11	23		
293	327.600	12	13	25		
294	327.700	14	14	28		
295	327.800	13	13	26		
296	327.900	15	15	30		
297	328.000	15	15	30		
298	328.100	15	15	30		
299	328.200	11	11	22		
300	328.300	10	10	20		
301	328.750	7	7	14		
302	328.800	7	7	14		
303	328.900	3	3	6		
304	329.000	3	3	6		
305	329.100	3	3	6		
306	329.200	3	3	6		
307	329.300	3	3	6		
308	329.400	3	3	6		
309	329.500	3	3	6		
310	329.600	3	3	6		
311	329.700	3	3	6		
312	329.800	3	3	6		
313	329.900	3	3	6		
314	330.000	3	3	6		
315	330.100	3	3	6		

			Existing ROW					
S.No.	Chainage(km)	Left side (in	Right side (in	Total (in	Remark			
		m)	m)	<b>m</b> )				
316	330.200	3	3	6				
317	330.300	3	3	6				
318	330.400	3	3	6				
319	330.500	3	3	6				
320	330.600	3	3	6				
321	330.650	3	3	6				

# 3. Carriageway

The present carriageway of the Project Highway is of Single Lane carriageway flexible pavement having carriageway varying from 3.0m to 3.5m.

# 4. Major Bridges

The Site includes the following Major Bridges:

	Existing	Ту	pe of Structure		No. of Spans with span	Width
S. No.	Chainage (km)	Foundation Sub- Structure Structure		length (m)	(m)	
	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	S.No Existing	Type of S	structure	No. of Spans	Width	DOD/DID
•	Chainage (km)	. Sincer	with span length (m)	(m)	ROB/ RUB	
			NIL			

# 6. Grade separators

The Site includes the following grade separators:

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

# 7. Minor Bridges

The Site includes the following minor bridges

S.	Existing	ŗ	Structure Structure  RC SOLID		Type of Structure		No. of Spans	Total
No.	Chainage (km)	Foundatio n			with span length (c/c of exp gap)	Width (m)		
1	298.473	Open			2x6.5	8.4		
2	310.591		Balley Bridge	27.5+24.4	4.9			
3	312.015	Open	RC WALL	RC SOLID SLAB	3x6.1	6.7		
4	314.490	Open	RC WALL	RC SOLID SLAB	2x7.0	7.5		
5	320.34	Open	RC WALL	RC SOLID SLAB	2x7.2	6.7		

# 8. Railway level crossings

The Site includes the following level crossing:

S.	. No. Existing Chainage (km)		Remarks	
	NIL			

# 9. Underpasses (Vehicular, Non-Vehicular)

The Site includes the following underpasses:

S. No.	Existing Chainage (Km)	Type of Structure	No. of Spans with span length (m)	Width (m)
NIL				

# 10. Culverts

The Site has the following culverts:

Sl. No.	Existing Chainage	Type of structures (Pipe. Slab Box, Arch)	Span Arrangement No.x Length(m)
1	298.087	RCC SLAB	1X1.8
2	298.205	RCC SLAB	1X1.7
3	298.597	HP	1X1.0
4	298.66	HP	1X0.9
5	298.928	HP	1X1.2
6	299.052	HP	1X0.9
7	299.09	HP	1X1.2
8	299.384	HP	2X0.9
9	299.555	HP	2X0.9
10	299.772	HP	2X0.9
11	300.016	HP	2X0.9

Sl.	Existing	Type of structures	Span Arrangement
No.	Chainage	(Pipe. Slab Box, Arch)	No.x Length(m)
12	300.167	RCC SLAB	1X6.0
13	300.435	HP	2x0.9
14	300.595	HP	2X0.9
15	300.795	HP	2X0.9
16	301.231	RCC SLAB	1X2.6
17	301.39	RCC SLAB	1X2.2
18	301.75	RCC SLAB	BLOCKED
19	302.064	RCC SLAB	1X5.7
20	302.212	RCC SLAB	1X2.7
21	302.428	RCC SLAB	1X3.1
22	302.605	RCC SLAB	1X2.3
23	302.917	RCC SLAB	1X4.5
24	303.022	RCC SLAB	1X4.8
25	303.267	HP	1X0.8
26	303.345	RCC SLAB	1X6.0
27	303.65	HP	1X0.90
28	303.762	RCC SLAB	1X1.9
29	304.084	RCC SLAB	1x2.5
30	304.22	RCC SLAB	1x2.5
31	304.595	RCC SLAB	1X3.6
32	304.723	HP	1X0.9
33	304.855	HP	1X0.9
34	305.219	HP	1X0.9
35	305.428	HP	1X0.9
36	305.589	HP	1X0.9
37	305.734	HP	1X0.9
38	306.075	RCC SLAB	1X2.3
39	306.274	RCC SLAB	1X4.7
40	306.913	RCC SLAB	1X4.5
41	307.513	RCC SLAB	BLOCKED
42	307.779	RCC SLAB	1X4.70
43	308.005	RCC SLAB	1X2.4
44	308.256	RCC SLAB	1X1.7
45	308.802	RCC SLAB	1X2.6
46	309.071	RCC SLAB	1X5.5
47	309.225	HP	BLOCKED
48	309.315	HP	1 X 0.9
49	309.366	HP	2 X 1.2
50	309.439	HP	2 X 1.2
51	309.637	RCC SLAB	1 X 2.5
52	310.98	RCC SLAB	1X5.9
53	311.715	RCC SLAB	1X2.7
54	312.107	RCC SLAB	1X1.8

Sl.	Existing	Type of structures (Pipe. Slab Box,	Span Arrangement
No.	Chainage	Arch)	No.x Length(m)
55	312.232	RCC SLAB	1X1.3
56	312.314	RCC SLAB	1X1.5
57	312.475	RCC SLAB	1 X 2.1
58	312.608	RCC SLAB	1X2.8
59	313.163	RCC SLAB	1X2.6
60	313.294	RCC SLAB	1X1.2
61	313.323	RCC SLAB	1X1.85
62	313.435	RCC SLAB	1X1.3
63	313.536	RCC SLAB	1X5.4
64	313.857	RCC SLAB	1X1.70
65	314.614	RCC SLAB	1X2.1
66	315.138	RCC SLAB	1X1
67	315.507	RCC SLAB	1X1.2
68	315.601	RCC SLAB	1X2.9
69	315.842	RCC SLAB	1X1.5
70	316.032	RCC SLAB	1X.5
71	316.322	RCC SLAB	1X1.5
72	316.355	RCC SLAB	1X2
73	316.566	HP	1X0.6
74	316.708	RCC SLAB	1X1.5
75	316.767	RCC SLAB	1X0.8
76	316.897	RCC SLAB	1X1.1
77	316.966	RCC SLAB	1X0.8
78	317.104	RCC SLAB	1X0.65
79	317.313	RCC SLAB	1X0.91
80	317.36	RCC SLAB	1X1.7
81	317.684	RCC SLAB	1X0.9
82	317.768	RCC SLAB	1X0.8
83	317.825	RCC SLAB	1X1.1
84	318.035	RCC SLAB	1X1
85	318.234	RCC SLAB	1X1.15
86	318.37	RCC SLAB	1X1.7
87	318.445	RCC SLAB	1X0.8
88	318.543	RCC SLAB	1X0.8
89	318.58	RCC SLAB	1X0.83
90	318.717	HP	1X0.9
91	318.943	HP	1X0.6
92	319.153	HP	1X0.9
93	319.334	HP	1X0.6
94	319.46	HP	1X0.6
95	319.571	HP	1X0.6
96	319.651	HP	1X0.9

Sl. No.	Existing Chainage	Type of structures (Pipe. Slab Box, Arch)	Span Arrangement No.x Length(m)
97	319.767	HP	2X0.6
98	319.915	HP	2X0.9
99	320.036	HP	2X0.9
100	320.571	HP	1X0.9
101	321.187	HP	1X0.6
102	321.308	RCC SLAB	1X1.8
103	321.312	HP	2X0.9
104	321.525	HP	1X0.9
105	321.952	HP	1X0.9
106	321.995	HP	1X0.9
107	322.133	HP	1X0.6
108	322.301	HP	1X0.9
109	322.372	HP	2X0.9
110	322.496	HP	1X1.2
111	322.683	HP	2X0.9
112	323.022	HP	1X0.9
113	323.14	HP	2X1.2
114	323.247	HP	2X0.9
115	323.325	HP	2X0.6
116	323.395	RCC SLAB	1X2.18
117	323.61	HP	1X0.6
118	323.84	HP	1X0.6
119	324.06	HP	1X0.6
120	324.135	HP	1X0.6
121	324.307	RCC SLAB	1X4.1
122	324.412	HP	1X0.6
123	324.525	HP	1X0.6
124	324.675	HP	1X0.6
125	324.739	HP	1X0.6
126	325.131	HP	2 X 0.9
127	325.754	RCC SLAB	1X6
128	326.437	HP	1X1.2
129	326.645	HP	2x1.2
130	326.792	HP	1X1.2
131	327.147	HP	1X1.2
132	327.295	RCC SLAB	1X3
133	327.897	RCC SLAB	1X3
134	328.192	RCC SLAB	1X4
135	328.549	RCC SLAB	1X2
136	328.61	RCC SLAB	1X1
137	329.181	RCC SLAB	1X5.8
138	329.276	RCC SLAB	1X1

Sl. No.	Existing Chainage	Type of structures (Pipe. Slab Box, Arch)	Span Arrangement No.x Length(m)
139	329.511	RCC SLAB	1X1.7
140	329.709	RCC SLAB	1X1.4
141	329.799	RCC SLAB	1X1.2
142	329.849	RCC SLAB	1X2
143	329.963	RCC SLAB	1X1.2
144	330.115	RCC SLAB	1X1.2
145	330.198	RCC SLAB	1X1.2
146	330.319	RCC SLAB	1X1.2
147	330.417	RCC SLAB	1X1.2
148	330.525	RCC SLAB	1X1.2
149	330.663	RCC SLAB	1X1.2

# 11. Truck Lay byes

The details of truck lay byes are as follows:

	S. No.	<b>Existing Chainage (Km)</b>	Length (m)	Left Hand Side	Right Hand Side
NII		NIL			

# 12. Road side drains

The details of the roadside drains are as follows:

S.No.	Existing Ch	ainage (km)	Side
5.110.	From	То	Side
1	298.631	299.554	Right
2	299.770	299.824	Right
3	300.237	300.256	Right
4	300.256	300.377	Both Side
5	300.377	301.224	Right
6	301.530	302.012	Left
7	302.091	302.116	Right
8	302.215	302.241	Right
9	302.481	302.894	Right
10	303.044	303.106	Right
11	303.352	303.528	Right
12	303.658	303.758	Right
13	303.853	304.079	Right
14	305.441	305.554	Right
15	306.390	306.411	Right

S.No.	Existing Ch	ainage (km)	C:Jo
5.110.	From	То	Side
16	307.417	307.513	Right
17	308.034	308.177	Right
18	309.250	309.488	Right
19	309.488	309.697	Both Side
20	309.697	309.712	Right
21	310.620	310.764	Right
22	310.990	311.091	Right
23	312.107	312.450	Right
24	312.681	312.819	Right
25	313.044	313.135	Right
26	313.201	313.325	Right
27	313.325	313.360	Both Side
28	313.360	313.492	Right
29	315.203	315.445	Both Side
30	315.445	315.507	Left

# 13. Major junctions

The details of major junctions are as follows:

S.No	<b>Existing Chainage</b>	At Crada	At Grade Grade		Category of Cross Road+			
5.110	(km)	Sepa Sepa	Separated	NH	SH	MDR	Others	
1	309.875	At Grade	-	-	-	MDR-Y	-	

# + NH= National Highway, SH= State Highway, MDR= Major District Road.

# 14. Minor junctions

The details of the minor junctions are as follows:

S. No	Existing Chainage (km)	Village Name	Side	Type of Junction
1	304.127	TO SCHOOL	RIGHT	Т
2	304.965	TO VILLAGE	LEFT	Т
3	305.202	TO SITANAGAR	RIGHT	Y
4	305.575	TO VILLAGE	LEFT	y
5	306.416	TO MORDEN TIKRI	RIGHT	Т
6	307.406	TO SITANAGAR VILLAGE	LEFT	Y
7	307.483	TO SITANAGAR VILLAGE	RIGHT	Y

S. No	Existing Chainage (km)	Village Name	Side	Type of Junction
8	307.802	TO SITANAGAR VILLAGE	RIGHT	T
9	308.958	TO SUBHAS GRAM	RIGHT	T
10	309.346	TO SUBHAS GRAM LEFT		Y
11	309.719	TO KUDHIRAMPUR RIGHT		Y
12	309.875	TO RADHANAGAR	LEFT	Y
13	309.878	TO GOVT.PRIMARY SCHOOL	RIGHT	Y
14	310.175	TO KALIPUR	RIGHT	Y
15	310.346	TO DIGLIPUR MARKET	RIGHT	T
16	310.775	TO DIGLIPUR MARKET	RIGHT	Y
17	311.094	TO R.K VILLAGE	RIGHT	Y
18	311.934	TO MADHUPUR	LEFT	Y
19	312.050	TO R.K VILLAGE	RIGHT	Y
20	312.478	TO R.K VILLAGE	RIGHT	T
21	312.492	TO R.K VILLAGE	RIGHT	T
22	312.677	TO PANCHABOTI RIGHT		Y
23	313.23	TO VILLAGE LEFT		Y
24	313.840	TO V.S PALLY LEFT		Y
25	313.938	TO VILLAGE	TO VILLAGE RIGHT	
26	314.473	TO V.S PALLY(2)	RIGHT	T
27	314.475	TO V.S PALLY(3)	TO V.S PALLY(3) LEFT	
28	314.723	TO KARALAPURAM	TO KARALAPURAM LEFT	
29	315.021	TO KARALAPURAM	TO KARALAPURAM RIGHT	
30	315.025	TO KARALAPURAM	TO KARALAPURAM LEFT	
31	315.369	TO KARALAPURAM	RIGHT	Y
32	316.266	TO KARALAPURAM	LEFT	T
33	318.059	TO ARIAL BAY	RIGHT	Y
34	318.2	TO A.B.W.D STORE	RIGHT	Y
35	318.338	TO VILLAGE RIGHT		T
36	318.515	TO PANCHYAT RIGHT		T
37	320.159	TO VILLAGE RIGHT		Y
38	320.325	TO FISHER COLONY LEFT		Y
39	320.615	TO FISHER COLONY RIGHT		T
40	320.615	TO DURGAPUR VILLAGE		
41	321.218	TO DURGAPUR VILLAGE	LEFT	Y
42	321.35	TO DURGAPUR VILLAGE	RIGHT	Т

S. No	Existing Chainage (km)	Village Name	Side	Type of Junction
43	324.321	TO VILLAGE	LEFT	Y
44	325.087	TO GOVT. SECONDARY SCHOOL	RIGHT!	
45	326.2	TO SHIVPUR SCHOOL	TO SHIVPUR SCHOOL RIGHT	
46	326.298	TO NAVAL AIR STATION LEFT		Y
47	326.53	TO SHIVPUR VILLAGE LEFT		Y
48	327.125	TO TURTLE NESTING SITE	LEFT	Y
49	327.888	TO KALIPUR VILLAGE	RIGHT	Y
50	328.418	TO KALIPUR VILLAGE	RIGHT	Y
51	328.59	TO VILLAGE RIGHT		Т
52	328.666	TO VILLAGE	LEFT	Т

# 15. Bypasses

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

S.	Name of bypass	<b>Existing Chainage (Km)</b>		Length (Km)		
No	(Town)	From	To	Length (Km)		
	NIL					

# **16. Other Structures :** Following are the details of existing causeways:

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

# 17. Existing Chainages corresponding to Design Chainage

The relationship between the "Existing Chainage" and the "Design Chainage" as per field surveys is given below in Table-

S. No.	<b>Existing Chainage (Km)</b>	Design Chainage (Km)	Remarks
1	298	298+000	
2	299	298+938	
3	300	299+927	
4	301	300+938	
5	302	301+912	
6	303	302+915	
7	304	303+893	
8	305	304+887	
9	306	305+900	
10	307	306+875	

S. No.	<b>Existing Chainage (Km)</b>	Design Chainage (Km)	Remarks
11	308	307+884	
12	309	308+885	
13	310	-	No Km Stone
14	311	-	No Km Stone
15	312	-	No Km Stone
16	313	312+880	
17	314	-	No Km Stone
18	315	314+871	
19	316	315+874	
20	317	316+856	
21	318	317+862	
22	319	-	No Km Stone
23	320	-	No Km Stone
24	321	320+635	
25	322	321+645	
26	323	322+648	
27	324	-	No Km Stone
28	325	324+695	
29	326	-	No Km Stone
30	327	-	No Km Stone
31	328	-	No Km Stone
32	329	-	No Km Stone
33	330	-	No Km Stone

# Annex - II (Schedule-A)

# **Dates for providing Right of Way**

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

S.	Design Cha	inage (Km)	Design	Width	Dates of
No.	From	То	Length (Km)	(In Meter)	Providing ROW
1	2	3	4	5	6
	Part Right of				
	Width of Lan	On 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:

The alignment plan of the Project Highway is available on E-Portal and in digital form in CD

# Annex - IV

(Schedule-A)

# **Environment Clearances**

Not Applicable for this section.

#### **SCHEDULE - B**

(See Clause 2.1)

# **Development of the Project Highway**

# 1. Development of the Project Highway

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

# 2. Rehabilitation and Upgradation

Rehabilitation and Upgradation shall include Intermediate lane with Hard shoulder from Ch 298+0 to 330+357 of the Project Highway as described in Annex-I of this Schedule-B and in Schedule-C.

# 3. Specifications and Standards

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

#### Annex - I

(Schedule-B)

# **Description of Two-Laning**

#### 1. WIDENING OF THE EXISTING HIGHWAY

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

#### 1.2 WIDTH OF CARRIAGEWAY

1.2.1 Intermediate-Lane with hard shoulders in rural section and intermediate lane with drain covered foothpath from Ch 298+0 to 330+357 shall be undertaken. The carriageway shall be 5.5m wide in rural and urban section conformation with the typical cross sections drawings in the Manual.

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

S.		Built up Stretch	h Design Chainage (Km)		Length	Typical Cross
	No.	(Township)	From	То	(km)	Section Proposed
	1	Sita Nagar Village, Diglipur Market	307+370	309+370	2000	TCS II

1.2.2 Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall conform to paragraph 1.2.1 above

#### 2. GEOMETRIC DESIGN AND GENERAL FEATURES

#### 2.1 General

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

#### 2.2 Design Speed

The project road shall be improved to the maximum possible design speed within available ROW.

# 2.3 Improvement of the existing road geometry

In the following sections, where improvement of the existing road geometrics to the prescribed standards is not possible within existing ROW, 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:

# **Deficient Curves:-**

S.No	Design Chainage (km)	Radius (m)
1	298+052	40
2	298+724	70
3	299+491	40
4	300+106	65
5	300+457	50
6	300+877	65
7	300+999	60
8	301+876	60
9	303+836	50
10	303+910	60
11	307+373	60
12	307+671	50
13	308+163	70
14	310+364	60
15	310+582	60
16	310+684	50
17	312+165	70
18	312+356	60
19	312+958	70
20	313+186	50
21	316+664	70
22	317+086	50
23	317+386	50
24	317+772	50
25	318+032	50
26	318+540	45
27	318+722	40
28	319+228	50
29	319+793	60
30	320+025	40

S.No	Design Chainage (km)	Radius (m)
31	321+483	45
32	321+564	35

#### **Bypasses**

S. No	DesignChainage (Km)		Length	Name of	Remarks
5.110	From	To	(Km)	village	Telliul Iso
			NIL		

# 2.4 Right of Way

The Site of the Project Highway comprises the land as described in Annexure-I of Schedule-A.

## 2.5 Type of Shoulders

Paved shoulder in built up area and Hard shoulder with CTSB (cementations treated sub base) in other areas for impervious quality.

a) In built up section, footpath over drain shall be provided in the following stretches:

S. Built up Stretch Design Chainage		inage (Km)	Length	Typical Cross	
No.	(Township)	From	To	(km)	Section Proposed
1	Sita Nagar Village, Diglipur Market	307+370	309+370	2000	TCS II

- b) Design and specification of paved shoulder and granular material shall confirm to the requirements specified in paragraph 5.9.9 and 5.9.10 of the Manual.
- c) In built up area full road width shall be paved and 0.5m hard shoulder with CTSB shall be provided on either side in rural areas.

#### 2.6 Lateral and vertical clearances at underpasses

- 2.6.1 Lateral and vertical clearances at underpasses and provision of guardrails/crash barriers shall be as per paragraph 2.11 of the Manual.
- 2.6.2 Lateral clearance: The width of the opening at the underpasses shall be as follows:

S. No.	Design Chainage (Km)	Span/opening (m)	Remarks	
NIL				

## 2.7 Lateral and vertical clearances at overpasses

2.7.1 Lateral and vertical clearances at overpasses and provision of guardrails/crash barriers shall be as per paragraph 2.12 of the Manual.

2.7.2 Lateral clearance: The width of the opening at the overpasses shall be as follows:

S. No.	Design Chainage (Km)	Span/opening (m)	Remarks		
NIL					

#### 2.8 Service roads

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

S. No	Design Chainage (Km)	RHS/LHS	Length of the Service Road (m)

# 2.9 Grade separated structures

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

S. No.	Design Chainage (Km)	Length (m)	Number and length of spans	Approach gradient	Remarks, if any
NIL					

2.9.2 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:

	Design	Type of structure		Cross road a	it	
S. No.	- I VNA AT STRIICTHEA		Existing level	Raised Level	Lowered Level	
NIL						

# 2.10 Cattle and pedestrian under pass / over pass

Cattle and pedestrian underpass shall be constructed as follows:

S. No.	Design Chainage (Km)	Type of Crossing			
NIL					

# 2.11 Typical cross-sections of the Project Highway

Indicative typical cross sections along with different types of cross-sections required to be developed in different segments of the project highway are indicated in Appendix B-I. Cross Section schedule for the project highway is as follows:

S.	Design (	Chainage	Length	Widowing Duomogal	TCS
No.	From	То	(m)	Widening Proposal	Proposed
1	298+000	298+400	400	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
2	298+400	298+820	420	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
3	298+820	299+280	460	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
4	299+280	299+380	100	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
5	299+380	299+800	420	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
6	299+800	299+920	120	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
7	299+920	300+020	100	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
8	300+020	300+400	380	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
9	300+400	300+960	560	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
10	300+960	301+460	500	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
11	301+460	301+800	340	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
12	301+800	302+100	300	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
13	302+100	307+370	5270	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
14	307+370	308+127	757	Rehabilitation to IL in Urban section with Covered Drain on both sides (Plain terrain)	TCS II
15	308+127	309+370	1243	Overlaying of existing carriageway + covered RCC drain on both sides in Urban area	TCS IV
16	309+370	314+280	4910	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
17	314+280	316+800	2520	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
18	316+800	317+700	900	Rehabilitation to IL in Urban section with Covered Drain on both sides (Plain terrain)	TCS II
19	317+700	318+900	1200	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*

S.	Design (	Chainage	Length (m) Widening Proposal		TCS
No.	From	То			Proposed
20	318+900	319+900	1000	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
21	319+900	323+600	3700	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*
22	323+600	324+700	1100	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
23	324+700	330+357	5657	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS III*

#### [Typical Cross Sections are appended separately]

\* Retaining wall and Breast wall shown in TCS III drawing is typical. Actual location shall be determined as per actual site condition.

#### 3. INTERSECTIONS AND GRADE SEPARATORS

All intersections and grade separators shall be as per section 3 of the Manual. Existing intersections which are deficient shall be improved to the prescribed standards.

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

# a) At-grade intersections (Major Junctions)

S. No	Design Chainage (Km)	Type of Intersection	Side	Remarks
1	309+752	Y	Left	

# b) At-grade intersections (Minor Junctions)

Sl. No	Design Chainage	Type of Intersection
1	304+021	T
2	304+858	T
3	305+089	Y
4	305+462	у
5	306+316	T
6	307+279	Y
7	307+358	Y
8	307+674	T
9	308+854	T
10	309+231	Y
11	309+608	Y

Sl. No	Design Chainage	Type of Intersection
12	309+759	Y
13	309+764	Y
14	310+059	Y
15	310+233	T
16	310+671	Y
17	310+977	Y
18	311+820	Y
19	311+935	Y
20	312+362	T
21	312+376	T
22	312+561	Y
23	313+112	Y
24	313+719	Y
25	313+817	Y
26	314+352	T
27	314+354	Y
28	314+602	T
29	314+892	T
30	314+896	T
31	315+368	Y
32	316+141	T
33	317+925	Y
34	318+069	Y
35	318+200	T
36	318+374	T
37	320+020	Y
38	320+186	Y
39	320+476	T
40	320+477	T
41	320+853	Y
42	320+985	T
43	324+968	Y
44	324+780	Y
45	325+894	Y
46	325+993	Y
47	326+224	Y
48	326+819	Y
49	327+583	Y
50	328+087	Y
51	328+286	Т
52	328+361	Т

## c) Grade separated intersection without ramps

S. No.	Design Chainage (Km)	Salient features	Minimum length of viaduct to be provided	Road to be carried over/under the structures
NIL				

#### 4. ROAD EMBANKMENT AND CUT SECTION

**4.1** 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.

# **4.2** Raising of the existing road

The existing road shall be raised at the required locations as per proposed plan and profile including the following sections:

S. No	Design Chainage (Km)		Langth (Vm)	Extent of raising (Top of finished
	From	To	Length (Km)	road level)
NIL				

## 5. PAVEMENT DESIGN

**5.1** Pavement design shall be carried out in accordance with Section 5 of the Manual.

#### 5.2 Type of pavement

Flexible Pavement from Ch 298+000 to 330+357 shall be designed as per Clause 10.4 (Treated RAP) of IRC:37-2012 along with soil stabilization.

# **5.3** Design Requirements

Design requirement for the flexible pavement shall be in accordance with section 5 of the IRC:SP-73-2015 and IRC:37-2012. Treated RAP and CT Subbase shall be provided as per the provisions of IRC:37-2012 from Ch 298+000 to 330+357.

## 5.3.1 **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.

#### 5.3.2 **Design Traffic**

Not with standing anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for design traffic as given below.

S. No.	Design Cha	inage (Km)	Minimum Design MSA
D. 110.	From	То	for 15 yeras
1	298+000	330+357	10

#### 5.4 Reconstruction of stretches

Reconstruction of stretches for matching the proposed plan & profile shall be taken up as per actual requirements.

G.N	Design Chainage	e (Km)	<b>D</b>
S. No	From	То	Remarks
1	298+000	330+357	Reconstruction with Treated RAP & CT subbase

#### 5.5 Maintenance before Construction:-

A provision of 20 mm of premix carpet with seal coat for 10% of the existing pavement to maintain the trafficability of the road before construction. The contractor shall maintain the road in the best possible manner to provide smooth trafficability. The Premix carpet to be used only on those places which shall be taken up for the construction after a period of minimum 2 months. 6300 Sqm area is being repaired by NHIDCL in the month of Oct/Nov 2018 to maintain the road as pothole free. Therefore this requirement is provisional only and not mandatory for execution. The contractor has to maintain the road in accordance with Clause 10.4.1 of the Draft Contract Agreement as pot hole free road only during construction.

Note: - Method for flexible pavement designing has been extracted from Plate 17 with 3% CBR value and 10 Msa of Fig 10.4 of IRC: 37 - 2012 with BC of 40mm. However the designs are indicative only and the contractor can submit the design as per the equirement.

#### 6. ROADSIDE DRAINAGE

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

Unlined drain has been provided in complete stretch except at locations of breast wall, retaining walls and urban stretches. Minimum length of 54506m to be constructed

Lined Drain of Random Rubble Masonry has been provided in hilly sections at the locations of Breast wall and in urban stretches. Minimum length of 4720m to be constructed.

Lined RCC covered drains of width 1.5m on both sides has been provided in urban areas. Minimum Length of 2000m to be constructed.

#### 7. DESIGN OF STRUCTURES

#### 7.1 General

- 7.1.1 All bridges, culverts and structures shall be designed and constructed in accordance with section 7 of the manual and shall conform to the cross-sectional features and other details specified therein.
- 7.1.2 Width of the carriageway of new structures of more than 60m length shall be as follows, if the carriageway width is different from 7.5m in the table below.

S. No	Design Chainage (Km)	Width of Carriageway (m) and cross sectional features		
	NIL			

7.1.3 The following structures shall be provided with footpaths:

S. No.	Design Chainage (Km)	Remarks
		NIL

- 7.1.4 All bridges shall be high-level bridges. **No**
- 7.1.5 The following structures shall be designed to carry utility services specified in table below.

S. No.	Design Chainage (Km)	Utility service to be carried	Remarks		
NIL					

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

#### 7.2 Culverts

- 7.2.1 The Culverts overall width shall be equal to the roadway width of the approaches.
- 7.2.2 Reconstruction of existing culverts:

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

S. No	Design Chainage (Km)	Type of culvert proposed	Span/ Opening with Span length (m)*	Deck Width
1	298+595	RCC Box	1x3.0	7.5
2	298+658	RCC Box	1X4.0	7.5
3	298+925	RCC Box	1x3.0	7.5
4	298+991	RCC Box	1X4.0	7.5
5	299+028	RCC Box	1x3.0	7.5

S. No	Design Chainage (Km)	Type of culvert proposed	Span/ Opening with Span length (m)*	Deck Width
6	299+324	RCC Box	1x3.0	7.5
7	299+491	RCC Box	1x4.0	7.5
8	299+707	RCC Box	1x3.0	7.5
9	299+943	RCC Box	1x3.0	7.5
10	300+358	RCC Box	1x3.0	7.5
11	300+516	RCC Box	1x3.0	7.5
12	300+717	RCC Box	1X4.0	7.5
13	301+684	RCC Box	1x4.0	7.5
14	303+181	RCC Box	1X4.0	7.5
15	303+564	RCC Box	1X3.0	7.5
16	304+616	RCC Box	1x2.0	7.5
17	304+743	RCC Box	1x2.0	7.5
18	305+106	RCC Box	1x2.0	7.5
19	305+316	RCC Box	1x2.0	7.5
20	305+477	RCC Box	1x2.0	7.5
21	305+621	RCC Box	1x2.0	7.5
22	307+387	RCC Box	1x4.0	7.5
23	309+108	RCC Box	1x2.0	7.5
24	309+323	RCC Box	1x2.0	7.5
25	309+251	RCC Box	1x3.0	7.5
26	309+323	RCC Box	1x3.0	7.5
27	309+520	RCC Box	1x2.5	7.5
28	312+117	RCC Box	1x3.0	7.5

<sup>\*</sup>Note- height of opening shall be kept according to adjoining TCS.

# 7.2.3 Widening of Existing Culverts

All existing culverts, which are not to be reconstructed, shall be widened up to the roadway width of the Project Highway & as per the typical cross section given in the Manual and the existing width portion of culverts shall be repaired as per site requirements.

S. No	Design Chainage (Km)	Structure Type	Openings / Spans x Length	Width of existing culvert (m)	Remark
NIL					

7.2.4 Additional new culverts (given in table below) shall be constructed for width equal to the roadway width of the Project Highway & as per typical cross-section given in the manual:

S. No.	Design Chainage (Km)	Proposed type	No. of Spans X span length (m)
		NIL	

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

S. No.	Design Chainage (Km)	Type of repair required
1	298+085	
2	298+203	
3	300+090	
4	301+167	
5	301+326	
6	302+024	Painting , pointing, repair of
7	302+126	railings/parapets and protection
8	302+336	works.
9	302+506	
10	302+826	
11	302+910	
12	303+259	
13	303+675	
14	303+977	
15	304+113	
16	304+487	
17	305+974	
18	306+178	
19	306+811	
20	307+654	
21	307+888	
22	308+141	
23	308+700	
24	308+957	
25	310+864	
26	311+600	
27	311+992	
28	312+199	
29	312+357	
30	312+494	
31	313+044	
32	313+171	
33	313+202	

	_	
34	313+315	
35	313+416	
36	313+737	
37	314+443	
38	315+009	
39	315+378	
40	315+471	
41	315+713	
42	315+905	
43	316+194	
44	316+229	
45	316+440	
46	316+582	
47	316+641	
48	316+772	
49	316+838	
50	316+960	
51	317+169	
52	317+217	
53	317+540	
54	317+624	
55	317+681	
56	317+897	Dointing pointing venois of
57	318+096	Painting , pointing, repair of railings/parapets and protection
58	318+233	works.
59	318+305	WUIRS.
60	318+404	
61	318+441	
62	318+578	
63		
	318+806	
64	319+012	
64 65	319+012 319+195	
64 65 66	319+012 319+195 319+277	
64 65 66 67	319+012 319+195 319+277 319+433	
64 65 66 67 68	319+012 319+195 319+277 319+433 319+512	
64 65 66 67 68 69	319+012 319+195 319+277 319+433 319+512 319+628	
64 65 66 67 68 69 70	319+012 319+195 319+277 319+433 319+512 319+628 319+777	
64 65 66 67 68 69 70	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898	
64 65 66 67 68 69 70 71	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898 320+432	
64 65 66 67 68 69 70 71 72 73	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898 320+432 320+823	
64 65 66 67 68 69 70 71 72 73 74	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898 320+432 320+823 320+943	
64 65 66 67 68 69 70 71 72 73 74 75	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898 320+432 320+823 320+943 320+943	
64 65 66 67 68 69 70 71 72 73 74 75	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898 320+432 320+432 320+943 320+947 321+160	
64 65 66 67 68 69 70 71 72 73 74	319+012 319+195 319+277 319+433 319+512 319+628 319+777 319+898 320+432 320+823 320+943 320+943	

79	321+776	
80	321+944	
81	322+017	
82	322+142	
83	322+327	
84	322+669	
85	322+786	
86	322+894	
87	322+972	
88	323+044	
89	323+357	
90	323+485	
91	323+693	Dainting pointing papers of
92	323+781	Painting, pointing, repair of
93	323+956	railings/parapets and protection works.
94	324+061	WOLKS.
95	324+173	
96	324+324	
97	324+387	
98	324+774	
99	325+450	
100	326+131	
101	326+339	
102	326+486	
103	326+842	
104	326+990	
105	327+591	
106	328+887	
107	328+244	
108	328+305	
109	328+874	
110	328+971	
111	329+206	
112	329+404	
113	329+494	
114	329+546	
115	329+658	
116	329+810	
117	329+893	
118	330+013	
119	330+112	
120	330+221	
121	330+359	

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

7.2.7 Provision in Schedule H has been kept for repair of all existing culverts to be retained. Repair shall include cleaning, maintenance, pointing, painting etc in all respect.

## 7.3 Bridges

- 7.3.1 Existing bridges to be re-constructed/widened:
  - (i) The Existing bridges at the following locations shall be reconstructed:

	Bridge Location	Salient Features of l	Existing Bridge	Features of Proposed Bridge	
S. No	(Design Chainage, in Km)	No. of Spans with Span Length (c/c of exp. Gap)	Total Width (m)	Proposed Length (m)	Total proposed Width
1	310+476	27.5 + 24.4	4.9	56.600	8.5

NOTE: GAD is given in CD

(ii) The following narrow bridges shall be widened:

		Design Extent* Span		Type of Structure			Cross Section		
N		Chainage (Km)	Width (m)	of Widening	Arrang ement (m)	Foundation	Sub- Structure	Super- Structure	at Deck Level for widening
	NIL								

## 7.3.2 Additional new bridges

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

S. No.	Bridge Location (Design Chainage, in Km)	Total Length (m)	Remarks
		NIL	

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

S. No.	Design Chainage (Km)	Total length (m)	Remarks

#### 7.3.4 Drainage system for bridge deck

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

#### 7.3.5 Structures in marine environment

The Project Alignment does not lie in Marine Alignment.

7.3.6 Provision in Schedule H has been kept for repair of all existing minor bridges to be retained which shall include cleaning, maintenance or replacement of Expansion joint, pointing, painting etc. Any other repair works as per site requirement is included in the scope of work.

## 7.4 Rail-road bridges

7.4.1 Design, construction and detailing of ROB/RUB shall be as specified in the Manual. The Width of proposed ROB shall be as specified in Schedule D.

## 7.4.2 Road over-bridges

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

S. No	Proposed Structure	Existin g Chaina ge	Design Chainage		Proposed structural configurati on	Proposed Super Structur e	Proposed span arrangemen t (m)	Total Width of Structure
	NIL							

## 7.4.3 Road under-bridges

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

S. No	Design Chainage (Km)	Number and length of span (m)
	NIL	

## 7.5 Grade separated structures

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

## 7.6 Repairs and strengthening of bridges and structures

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

#### A. Bridges

S. No.	Design Chainage (Km)	Nature and extent of repairs /strengthening to be carried out
1	298+471	Minor repair works (Cleaning, Shotcreting, Painting,
2	311+900	Pointing, Replacement of railing with Crash Barrier, repair of Expansion joints & bearings, replacement of
3	314+370	wearing coat, etc.)

#### B. ROB/RUB

S. No.	Design Chainage (Km)	Nature and extent of repairs /strengthening to be carried out		
NIL				

## C. Overpasses/Underpasses and other structures

S. No.	Design Chainage (Km)	Nature and extent of repairs /strengthening to be carried out	
NIL			

## 7.7 List of Major Bridges and Structures

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

S. No.	Type of Structure	Design Chainage (Km)	Remark
		NIL	

- Note: 1. The location and vent size of all the culverts proposed for irrigation purposes shall be decided in consultation with irrigation authority/independent engineer.
  - 2. Width of culvert shall be reconciled as per cross section at that location
  - 3. Cross road culvert to be provided at the location of Major Junction/ Minor Junctions or utility purposes etc. shall be decided with independent Engineer shall not be treated as change of scope.

#### 8. TRAFFIC CONTROL DEVICES AND ROAD SAFETY WORK.

- **8.1** Traffic control devices and road safety works shall be provided in accordance with Section 9 of the IRC:SP:73-2015.
- **8.2** Specifications of the reflective sheeting shall be as per the Manual of Specifications (IRC:SP:73-2015).

#### 9. ROAD SIDE FURNITURE

- **9.1** Road side furniture shall be provided in accordance with the provisions of Section 11 of the IRC:SP:73-2015.
  - a) Road boundary stones for the entire project highway.
  - b) Pedestrian guard rails: At each bus stop location.
  - c) Delineators: For the entire project highway at the locations as suggested in schedule D.

## 9.2 Overhead traffic signs: location and size

- a) Full width overhead signs: 2 Nos.
- b) Cantilever overhead signs: Nil
- c) Overhead Traffic Signs (locations & Size) shall conform to the Manual of Specifications (IRC:SP:73-2015).

#### 10. COMPULSORY AFFORESTATION

The minimum number of trees 8477 are required to be planted by the contractor as compensatory afforestation shall be as per Forest Conservation Act and as per conditions of revenue authority while giving permission. Any increase or decrease in numbers of trees as specified (as 500) shall not be treated as change of scope.

#### 11. HAZARDOUS LOCATIONS

The road side safety/Crash barriers shall be provided at following locations for minimum length as per the Manual of Specifications (IRC:SP:73-2015). However, the actual length shall be identified as per requirement of clause 9.4 of IRC:SP:73-2015 in consultation with Authority Engineer. Any increase or decrease in length as specified shall not be treated as change of scope.

S.	Design Cha	ainage (km)	Туре	Side Length of Barrier (m	Length of	Remark
No.	From	To			Barrier (m)	
	Nil					

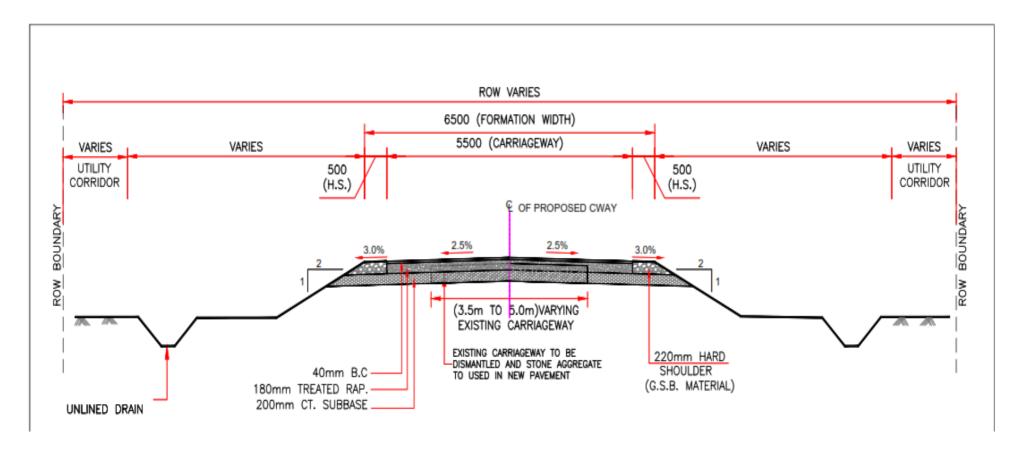
## 12. SPECIAL REQUIREMENTS FOR HILL ROAD

Not Applicable

#### 13. CHANGE OF SCOPE

The length of Structures and bridges specified hereinabove shall be treated as an approximate assessment. The Contractor in accordance with the Specifications and Standards shall determine the actual lengths as required on the basis of detailed investigations. 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.

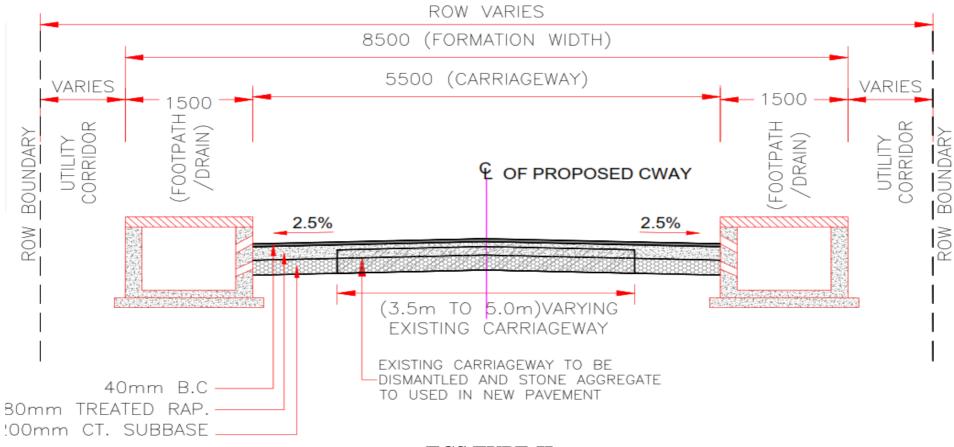
## Appendix-B-I



**TCS TYPE-I** 

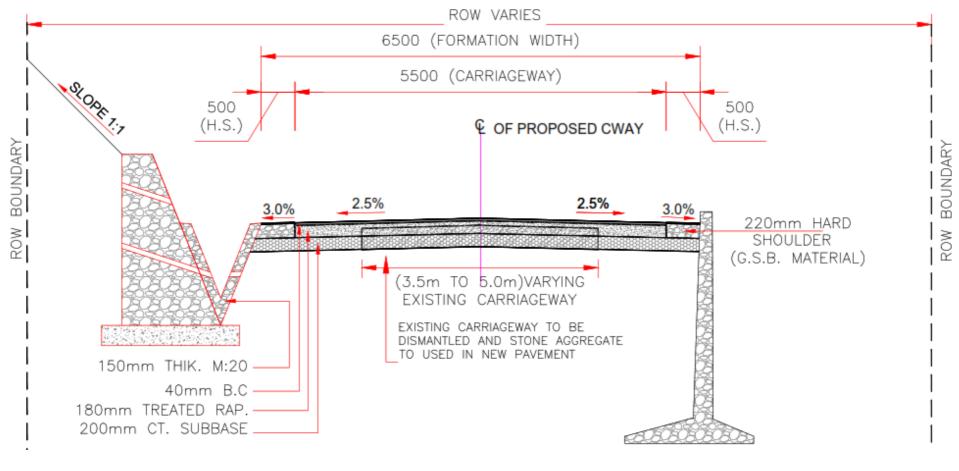
NHIDCL NHIDCL

## Appendix-B-I



TCS TYPE-II

## Appendix-B-I



TCS TYPE-III

\* Retaining wall and Breast wall shown in TCS III drawing is typical. Location of these components shall be provided as per site condition.

#### **SCHEDULE - C**

(See Clause 2.1)

#### PROJECT FACILITIES

## 1. Project Facilities

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

- a) Roadside furniture;
- b) Pedestrian facilities;
- c) Bus shelter
- d) Passing Places
- e) Metal Beam Crash Barrier
- f) Breast Wall & Retaining Wall

Others to be specified

#### 2. Description of Project Facilities

Each of the Project Facilities is described below:

## a) Roadside furniture;

The roadside furniture shall include the provision of:

## i. Traffic Signs:

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

## ii. Pavement Markings:

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

#### iii. LED Traffic Blinkers:

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

#### iv. Crash barrier

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

#### v. Delineators

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

#### vi. Hectometre / Kilometre stones:

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

#### vii. Road Studs:

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

## b) Pedestrian facilities;

The pedestrian facilities shall be provided as per the Manual. 30 CC benches is to be provided along project highway and the locations of these benches shall be finalized by the Contractor in consultation with Authority's Engineer.

#### c) Bus Shelter

The Contractor shall provide additional 21 nos. of Bus Shelters along the project highway and the locations are given below. The design of Bus Shelters should be aesthetically pleased with surrounding. The locations of these bus shelters shall be finalized by the Contractor in consultation with Authority's Engineer.

S.no	Proposed CH	Side
1	303+500	LHS
2	303+700	RHS
3	304+100	RHS
4	304+400	LHS
5	305+000	RHS
6	305+300	LHS
7	306+900	LHS
8	307+350	RHS
9	307+900	LHS
10	308+600	LHS
11	309+200	RHS
12	310+700	LHS
13	310+900	RHS
14	311+700	RHS
15	312+100	LHS
16	312+800	RHS
17	313+400	LHS
18	315+000	RHS
19	315+500	LHS
20	324+600	RHS
21	325+000	LHS

## d) Passing Places

50 no's of passing places has been provided in staggered manner along the alignment so as to avoid any hindrance in the movement of vehicles as in this package only intermediate lane has been proposed. The Contractor in consultation with Authority's Engineer shall finalize the locations of these passing places.

Sl. No.	Chainage	Side	Sl. No.	Chainage	Side
1	298+300	LHS	26	310+800	RHS
2	298+800	RHS	27	311+300	LHS
3	299+300	LHS	28	311+800	RHS
4	299+800	RHS	29	312+300	LHS
5	300+300	LHS	30	312+800	RHS
6	300+800	RHS	31	313+300	LHS
7	301+300	LHS	32	313+800	RHS
8	301+800	RHS	33	314+300	LHS
9	302+300	LHS	34	314+800	RHS
10	302+800	RHS	35	315+300	LHS
11	303+300	LHS	36	315+800	RHS
12	303+800	RHS	37	322+600	LHS
13	304+300	LHS	38	322+460	RHS
14	304+800	RHS	39	322+800	LHS
15	305+300	LHS	40	323+100	RHS
16	305+800	RHS	41	323+550	LHS
17	306+300	LHS	42	323+900	RHS
18	306+800	RHS	43	324+300	LHS
19	307+300	LHS	44	324+770	RHS
20	307+800	RHS	45	325+400	LHS
21	308+300	LHS	46	326+000	RHS
22	308+800	RHS	47	326+500	LHS
23	309+300	LHS	48	327+000	RHS
24	309+800	RHS	49	327+500	LHS
25	310+300	LHS	50	328+000	RHS

## e) Metal Beam Crash Barrier

Metal beam has been provided at curve locations where radius is less than or equal to 50m. At every location it has been provided in the length of 150m on both sides. Locations of metal beam crash barrier are as tabulated below:

S.No	Design Chainage
1	298+051
2	299+491
3	300+457
4	303+835
5	307+670
6	310+683
7	313+186
8	317+085
9	317+385
10	317+772

S.No	Design Chainage	
11	318+032	
12	318+539	
13	318+722	
14	319+227	
15	320+025	
16	321+482	
17	321+563	

## f) Breast Wall / Retaining Wall

Breast Wall have been proposed along the roadway edge on the hilly side of the section of project road where cutting is required or cutting is more than available ROW. In hilly sections, breast Wall of PCC M-15 shall be provided.

Breast wall and Retaining wall shall be provided as specified in table below & in accordance with the Manual of Specifications and Standards as referred in Schedule-D.

**Breast Wall locations** 

C N.	Design (	Chainage	C:J.	Length (m)	
S.No	From	То	Side		
1	298+520	298+560	Both	80	
2	299+880	299+900	Both	40	
3	300+120	300+300	Both	360	
4	300+980	301+080	Both	200	
5	308+380	308+420	Left	40	
	Total length (m)				

Retaining wall shall be proposed to be installed in sections of the project road having filling embankment height > 3m or toe of the filling section is beyond available ROW to confine it within ROW. Retaining wall of Random Rubble Masonary shall be provided.

**Retaining Wall locations** 

S.No	Design	n Chainage	Side	Length (m)	
5.110	From	То	Side		
1	298+420	298+460	Both	80	
2	298+640	298+820	Right	180	
3	299+300	299+320	Both	40	
4	300+040	300+120	Both	160	
5	301+260	301+320	Both	120	
6	301+940	301+980	Both	80	
7	310+460	310+480	Both	40	

C No	Design	n Chainage	Side Length (		
S.No	From	То	Side	Length (m)	
8	311+080	311+100	Both	40	
	740				

## g) Parking Place:

The Contractor shall provide additional 2 nos. of Parking Places along the project highway and the locations should be in or near urban areas according to availability of space/ROW. The design of Bus Shelters should be aesthetically pleased with surrounding. The locations of these bus shelters shall be finalized by the Contractor in consultation with Authority's Engineer.

## SCHEDULE - D

(See Clause 2.1)

## SPECIFICATIONS AND STANDARDS

#### 1. Construction

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

## 2. Design Standards

The Project Highway including Project Facilities shall conform to design requirements set out in the following documents:

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

#### Annex - I

#### (Schedule-D)

## **Specifications and Standards for Construction**

## 1. Specification and Standards

All Materials, works and construction operations shall conform to the Manual of Specifications and Standards for Two-Lanning of Highways (IRC:SP:73-2015), referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Engineer in charge.

## 2. Deviations from the Specifications and Standards

- 2.1. 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.
- 2.2. 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:
  - a. In case of usage of soil stabilization technology, soil stabilizer shall be accredited by IRC as per IRC-28-1967.
  - b. Carriageway shall be 5.5m with 0.5m hard shoulder in rural section and 5.5m with 1.5m drain covered footpath in urban section wherever ROW is available. IRC:SP:73-2015 shall be followed to the extent as required for execution of work in consonance with plan & profile and TCS.

S. No.	Clause Referred in Manual	Item	Provisions as per Manual	Modified Provision
1	2.2.1	Design Speed	80 kmph (min. speed for plain/rolling terrain)	Alignment shall be designed to attain maximum possible Design speed restricting the construction within the available ROW
2	7.3(iv)	Width of bridge	11m carriageway including 0.5m Kerb shyness on both sides. 0.5m Crash barrier to be provided on both sides after kerb shyness.	8.5m width including crash barrier has been provided because of less traffic on the road.

#### SCHEDULE - E

(See Clause 2.1 and 14.2)

## MAINTENANCE REQUIREMENTS

## 1. Maintenance Requirements

- 1.1. The Contractor shall, at all-time maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- 1.2 The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- 1.3. All Materials, works and construction operations shall conform to the "SPECIFICATIONS FOR ROAD ANDBRIDGE WORKS (FIFTH REVISION, April 2013)", including latest corrections slips, issued by the Ministry of Surface Transport & Highways, Government of India and published by the Indian Roads Congress.

This being not an item rate contract, the procedure for Measurement and Payment for the items of works shall be in accordance with provision of Article 19 of the Agreement. Therefore the Sub Clauses of measurement for payment and rates in above specifications stand deleted.

Where the specifications for a work are not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

## 2. Repair/rectification of Defects and deficiencies

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

#### 3. Other Defects and deficiencies

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

#### 4. Extension of time limit

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

## 5. Emergency repairs/restoration

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

## 6. Daily inspection by the Contractor

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

## 7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP:35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Authority's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the Authority's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Authority's Engineer.

## 8. Repairs on account of natural calamities

All damages occurring to the Project Highway on account of torrential rains, floods, earthquake or other natural disasters shall be undertaken by the Contractor at its own cost and/or out of the proceeds of insurance.

# Annex – I (Schedule-E)

# Repair/rectification of Defects and deficiencies

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

	Nature of Defect or deficiency	Time limit for repair/ rectification
ROA	DS	
(a)	Carriageway and paved shoulders	
(i)	Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 (fifteen) days
(ii)	Any significant change in roughness value from original value [more than 5%] in a stretch of 1 km (as measured by a Calibrated bump integrator)	120 (one hundred and twenty) days
(iii)	Pot holes	24 hours
(iv)	Any cracks in road surface	15 (fifteen) days
(v)	Any depressions, rutting exceeding 10 mm in road surface	30 (Thirty) days
(vi)	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 hours
(x)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(b)	Granular earth shoulders, side slopes,	
	drains and culverts	
(i)	Edge drop at shoulders exceeding 40 mm	7 (Seven) days

(ii)	Variation by more than 1% in the prescribed	7 (seven) days
	slope of camber/cross fall (shall not be less	
	than the camber on the main carriageway)	
(iii)	Variation by more than 15% in the prescribed	30 (thirty) days
	side (embankment) slopes	
(iv)	Rain cuts/gullies in slope	7 (Seven) days
		•
(v)	Damage to or silting of culverts and side	7 (Seven) days
	drains	
(vi)	Desilting of drains in urban/semi-urban areas	24 hours
(vii)	Railing, parapets, crash barriers	7 (Seven) days (Restore immediately if
		causing safety hazard)
(viii)	Any other defects/deficiency not covered	3 (Three) days
	above but pointed out by Engineer	
(c)	Road side furniture including road sign	
	and pavement marking	
	•	
(i)	Damage to shape or position, poor visibility	48 hours
	or loss of retro-reflectivity	
(ii)	Painting of KM stone, railing, parapets, crash	As and when required/Once every year
	barriers	
(iii)	Damaged/missing roa signs required	7 (Seven) days
	replacement	
(iv)	Damage to road mark ups	7 (Seven) days
(v)	Any other defects/deficiency not covered	3 (Three) days
	above but pointed out by Engineer	
(d)	Road lighting	
(i)	Any major failure of the system	24 hours
(ii)	Faults and minor failures	8 hours
(iii)	Any other defects/deficiency not covered	3 (Three) days
	above but pointed out by Engineer	
(e)	Trees and plantation	
(i)	Obstruction in a minimum head-room of 5 m	24 hours
	above carriageway or obstruction in visibility	
	of road signs	

(ii)	Removal of fallen trees from carriageway	4 hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (Thirty) days
(v)	Removal of vegetation affecting sight line	15 (fifteen) days
	and road structures	
(vi)	Any other defects/deficiency not covered	3 (Three) days
	above but pointed out by Engineer	
<b>(f)</b>	Other Project Facilities, Rest Area and	
	Approach roads	
(i)	Damage in pedestrian facilities, truck lay-	15 (fifteen) days
	buys, bus-bays, bus-shelters, cattle, crossings,	
	[Traffic Aid Posts, Medical Aid Posts] and	
	service roads	
(ii)	Cleaning of toilets	Every 4 hours
(iii)	Defects in electrical, water and sanitary	24 hours
	installations	
(iv)	Any other defects/deficiency not covered	3 (Three) days
	above but pointed out by Engineer	
(v)	Rescue operations and attendance at accidents	Round the clock patrolling
		Inform police and other agencies
		immediately
		Removal of vehicles or debris.
		Assistance for first-aid and transport of
		accident victim to hospital
		Arrangement for safe movement of
		traffic
(vi)	Any other defects/deficiency not covered	3 (Three) days
	above but pointed out by Engineer	
(vii)	Damaged vehicles or debris on the road	4 (Four) hours
(viii)	Malfunctioning of the mobile cranes	4 (four) hours
Bridg	res	
(a)	Superstructure	
(i)	Any damage, cracks, spalling/scaling	
L		l

	•	
	Temporary measures	Within 48 hours
	Permanent measures	Within 15 (fifteen) days or as specified
		by the Authority's Engineer
(b)	Bearings (metallic) of bridges	
(i)	Deformation	15 (fifteen) days
		Greasing of metallic bearings once in a
		year
( c)	Joints	
(i)	malfunctioning of joints	15 (fifteen) days
(ii)	Any other defects/deficiency not covered	3 (Three) days
	above (a), (b) &(c) but pointed out by	
	Engineer	
( <b>d</b> )	Foundations	
(i)	Scouring and/or cavitation	15 (fifteen) days
(e)	Piers, abutments, return walls and	
	wing walls	
(i)	Cracks and damages including settlement	30 (thirty) days
	and tilting, Spalling, scaling	
(ii)	Any other defects/deficiency not covered	3 (Three) days
	above (d) & (e) but pointed out by Engineer	
<b>(f)</b>	Other items	
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or	3 (three) days
	clogging of spouts, weep holes and vent-	
	holes	
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days
	nandrans and crash battlets	
		(immediately within 24 hours if posing
		danger of safety)
(iv)	Rain-cuts or erosion of banks of the side	7 (seven) days
	slopes of approaches	

# Rehabilitation of section from Km 298.00 to Km 330.662 Karala to Kalipur of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 32.36 km on EPC Mode Package VIII

(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
(viii)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days

The failure to address above measures for any of the defects/deficiency may attract reduction in payment as per schedule M

#### Schedule-F

(See Clause 3.1.5(a))

#### **APPLICABLE PERMITS**

## 1. **Applicable Permits**

The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits:

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

#### Schedule-G

(See Clause 7.1.1, 7.5.3 and 19.2)

#### FORM OF BANK GUARANTEE

#### Annex-I

(See Clause 7.1.1)

#### PERFORMANCE SECURITY

The Managing Director, NHIDCL, 3<sup>rd</sup> Floor, PTI Building, Sansad Marg, New Delhi

#### WHEREAS:

- [name and address of contractor] (hereinafter called "the Contractor") and [NHIDCL], ("the Authority") have entered into an agreement (the "Agreement") for Rehabilitation of section from Km 298.00 to Km 330.662 Karala to Kalipur of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 32.36 km on EPC Mode Package VIIIis Contract", subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. .... Crore (Rupees .... Crore) (the "Guarantee Amount").

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

- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

- 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
- 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8. The Performance Security shall cease to be in force and effect upto 90 (ninety) days after the end of the Defects Liability Period as set forth in Clauses 17.1 of EPC agreement.
- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. This guarantee shall also be operable at our............. Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

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

Signed and sealed this day of 20 at
SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)
NOTES:
(i) The bank guarantee should contain the name, designation and code number of the

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

#### Annex-II

(Schedule-G)

(See Clause 7.5.3)

## Form for Guarantee for Withdrawal of Retention Money

The Managing Director, NHIDCL, 3<sup>rd</sup> Floor, PTI Building, Sansad Marg, New Delhi

#### WHEREAS:

[Name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [NHIDCL], (hereinafter called "the Authority") for the "Rehabilitation and up-gradation of section from Km 298.0 to 330.662 (Karala Village to Kalipur Village) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract", subject to and in accordance with the provisions of the Agreement.

- a. in accordance with the Clause 7.5.3 of the Agreement, whenever the amount of the retention money (hereinafter called "Retention Money") held by the Authority exceeds 1% (one per cent) of the Contract Price, the Contractor may, at its option, withdraw the Retention Money after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.

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

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

- 2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.
- 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

- 8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the Defects Liability Period specified in Clauses 17.1 of the Agreement.
- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. This guarantee shall also be operable at our............. Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

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

C	ioned and	l sealed this	day of	20	) at
7	igned and	i sealed iiiis		/.U	I

## SIGNED, SEALED AND DELIVERED

	For and on behalf of the Bank by:
(Signa	ture)
(Name	
(Desig	nation)
(Code	Number)
(Addre	ess)
NOTE	S:
(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-III

(Schedule-G)

(See Clause 19.2)

## Form for Guarantee for Advance Payment

The Managing Director, NHIDCL, 3<sup>rd</sup> Floor, PTI Building, Sansad Marg, New Delhi

#### WHEREAS:

- (A) [name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [NHIDCL], (hereinafter called "the Authority") for the Rehabilitation of section from Km 298.00 to Km 330.662 Karala to Kalipur of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 32.36 km on EPC Mode Package VIIIis Contract", subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause 19.2 of the Agreement the Authority shall make to the Contractor advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; 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 equal to the amount of each 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; and the amount of (first/second) installment of the Advance Payment is Rs. \*\*\*\* cr. (Rupees \*\*\*\*\* crore) (the "Guarantee Amount").

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

- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever
- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the 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.
- 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 Advance Payment.

- 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 19.2 of the Agreement.
- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. Notwithstanding anything contained herein before, our liability under this Bank Guarantee is restricted to Rs.\_\_\_\_\_\_\_ (Rs.\_\_\_\_\_\_\_ in words) and the bank guarantee shall remain valid till \_\_\_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or before\_\_\_\_\_\_ all our liability under this Bank Guarantee shall cease.
- 13. This guarantee shall also be operable at our............. Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 14. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No. Particulars Details
---------------------------

Rehabilitation of section from Km 298.00 to Km 330.662 Karala to Kalipur of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 32.36 km on EPC Mode Package VIII

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

Signed and sealed this day of 20 at
SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

### Schedule-H

(See Clauses 10.1.4 and 19.3)

## **Contract Price Weightages**

1.1 The Contract Price for this Agreement is Rs. Crore.

Proportions of the Contract Price for different stages of Construction of the Project 1.2

Highway shall be as specified below:

	Weightage in		Percenta
Item	percentage to	Carrie C. D.	ge
Item	the Contract	Stage for Payment	weightag
	Price		e
1	2	3	4
Road works	68.10%	B.1- Reconstruction/ New 4-lane	
including		realignment/bypass (Flexible pavement)	
culverts,		(1) Site Clearance, Dismantling and Scarifying	1.79%
widening and		(2) Sub-Base Course (Cement Treated)	23.41%
repair of		(3) Treated RAP	32.53%
culverts		(4) Bituminous Wearing Course	15.44%
		(5) Hard Shoulder with CT Sub-base	2.76%
		D-Re-Construction and New culverts on	
		existing road, realignments, bypasses:	
		Culverts (lengths < 6m)	23.06%
		Culverts maintenance of 41 culvert as per schedule B	1.01%
Minor	12.19%	A.1- Widening and Repair of Minor bridges	
Bridges/		(length >6 m and < 60 m)	
Underpasses/		Repair of Minor bridges as per Schedule-B	0.74%
Overpasses		A.2- New Minor bridges (length >6 m and < 60 m)	
		(1) Foundation + Sub- Structure: On completion of	60.46%
		the foundation work including foundations for wing	
		and return walls, abutments, piers upto the abutment/	
		pier cap.	
	I .	<u>I</u>	ı

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		(2) Super-structure: On completion of the super-	23.92%
		structure in all respects including wearing coat,	
		bearings, expansion joints, hand rails, crash barriers,	
		road signs & markings, tests on completion in all	
		respect.	
		(3) Approaches: On completion of approaches	14.88%
		including Retaining walls, stone pitching, protection	
		works complete in all respect and fit for use.	
Major Bridge	0.00%	A.1- Widening and Repair of Major bridges	
works		Major Bridges	0.00%
		A.2 -New major bridges & Viaduct	
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure (including bearings)	0.00%
		(4) Wearing Coat including expansion joints	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers,	0.00%
		road markings etc.	
		(6) Wing walls/ return walls	0.00%
		(7) Guide Bunds, River Training works etc.	0.00%
		(8) Approaches (including Retaining walls, stone	0.00%
		pitching and protection works)	
Other works	19.71%	(i) Road side drains	25.91%
		(ii) Road signs, markings, km stones, safety devices	18.06%
		(iii) Junctions	18.97%
		(iv) Protection Works	
		(a) Breast Wall	9.51%
		(b) Retaining Wall	10.98%
		(c) Metal Beam Crash Barrier	5.34%
		(v) Project facilities	
		(a) Bus Bays & Shelters	6.05%
		<ul><li>(b) Passing Places</li><li>(c) Truck lay-byes</li></ul>	3.06%
		(d) Rest areas	0.00% 0.00%
		(e) Others (Parking Spaces)	0.71%

(vi) Repair of Protection Works other than approaches	0.000%
to the bridges, elevated sections/ flyover/ grade	
separators and ROBs/ RUBs	
(vii) Site Clearance & Dismantling	0.00%
viii) Safety and traffic management during	0.00%
construction	
ix) Premix Carpeting for filling of pot holes and repair	1.41%
works as per Schedule-B	

- The above list is illustrative and may require modification as per the scope of the work.
- 1.3 Procedure of estimating the value of work done.
- 1.3.1 Road works.

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

**Table 1.3.1** 

Stage for Payment	Percentage	Payment Procedure
	weightage	
B.1- Reconstruction/ New 4-lane		
realignment/bypass (Flexible		
pavement)		
(1) Site Clearance, Dismantling and	1.79%	Unit of measurement is linear length for
Scarifying		intermediate lane. Payment of each stage shall
(2) Sub-Base Course (Cement	23.41%	be made on pro rata basis on completion of a
Treated)		stage in full length or 5 (five) km length,
(3) Treated RAP	32.53%	whichever is less.
(4) Bituminous Wearing Course	15.44%	
(5) Hard Shoulder with CT Sub-	2.76%	
base		
D-Re-construction and		
New culverts on existing road,		
realignments, bypasses:		
(1) Culverts (length < 6m)	23.06%	Cost of each culvert shall be determined on
		pro- rata basis with respect to the total number

Culverts maintenance of 41 culvert	1.01%	of culverts. Payment shall be made on the
as per schedule B		completion of at least five culverts.

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

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

Where P = Contract Price

L = Total length in km

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

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

## 1.3.2 Minor Bridge and Underpasses/ Overpasses

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

**Table 1.3.2** 

Stage of Payment	Weightag	Payment Procedure
	e	
1	2	3
A.1- Widening and Repair of	0.74%	Cost of each minor bridge shall be determined
Minor bridges (length >6 m and <		on pro rata basis with respect to the total linear
60 m)		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		
(1) Foundation + Sub- Structure:	60.46%	Cost of each minor bridge shall be determined
On completion of the foundation		on pro rata basis with respect to the total linear
work including foundations for wing		length (m) of the minor bridges. Payment
and return walls, abutments, piers		against foundation + sub-structure shall be

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upto the abutment/ pier cap.		made on pro-rata basis on completion of a
		stage i.e. not less than 25% of the scope of
		foundation + sub-structure of each bridge
		subject to completion of at least two
		foundations along with sub-structure upto
		abutment/pier cap level of each bridge.
		In case where load testing is required for
		foundation, the trigger of first payment shall
		include load testing also where specified.
(2) Super-structure: On completion	23.92%	Payment shall be made on pro-rata basis on
of the super-structure in all respects		completion of a stage i.e. completion of super-
including wearing coat, bearings,		structure of at least one span in all respects as
expansion joints, hand rails, crash		specified in the column of "Stage of Payment"
barriers, road signs & markings,		in this sub-clause.
tests on completion in all respect.		
(3) Approaches: On completion of	14.88%	Payment shall be made on pro-rata basis on
approaches including Retaining		completion of a stage i.e. completion of
walls, stone pitching, protection		approaches in all respect as specified in the
works complete in all respect and fit		column of "Stage of Payment" in this sub-
for use.		clause.

## 1.3.3 Major Bridge works & Viaducts

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

**Table 1.3.3** 

Stage for Payment	Percentag e weightage	Payment Procedure
A.1- Widening and Repair of	0.00%	Cost of each major bridge shall be determined
Major bridges		on pro rata basis with respect to the total linear
		length of the major bridges. Payment shall be
		made on the completion of widening & repair
		works of a minor bridge.

Stage for Payment	Percentag e weightage	Payment Procedure
A.2-New major bridges & Viaduct		
(1) Foundation	0.000%	Cost of each major bridge/ Viaduct shall be
		determined on pro rata basis with respect to the
		total linear length (m) of the Major bridge/
		Viaduct. Payment against foundation shall be
		made on pro-rata basis on completion of a
		stage i.e. not less than 25% of the scope of
		foundation of the Major bridge/ Viaduct
		subject to completion of at least two
		foundations of the Major bridge/ Viaduct.
		In case where load testing is required for
		foundation, the trigger of first payment shall
		include load testing also where specified.
(2) Sub-structure	0.000%	Payment against sub-structure shall be made
		on pro-rata basis on completion of a stage i.e.
		not less than 25% of the scope of sub-structure
		of the Major bridge/ Viaduct subject to
		completion of at least two sub-structures of
		abutments/piers upto abutment/pier cap level
		of the Major bridge/ Viaduct.
(3) Super-structure (including	0.000%	Payment shall be made on pro-rata basis on
bearings)		completion of a stage i.e. completion of super-
		structure including bearings of at least one
		span in all respects as specified.
(4) Wearing Coat including	0.000%	Payment shall be made on completion of
expansion joints		wearing coat including expansion joints
onpulion jointo		complete in all respects as specified.
(5) Miscellaneous Items like hand	0.000%	Payment shall be made on completion of all
rails, crash barriers, road markings		miscellaneous works like hand rails, crash
etc.		barriers, road markings etc. complete in all
		respects as specified.

Stage for Payment	Percentag e weightage	Payment Procedure
(6) Wing walls/ return walls	0.000%	Payment shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Guide Bunds, River Training works etc.	0.000%	Payment shall be made on completion of all Guide Bunds/River Training works etc. complete in all respects as specified.
(8) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respect as specified.

## 1.3.4 Other works.

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

**Table 1.3.4** 

Stage for Payment		Percentage weightage	Payment Procedure
(i) Road side	(i) Road side drains		Unit of measurement is linear length in
(ii) Road signs, markings, km stones, safety devices.		18.06%	km. Payment shall be made on pro-rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(iii) Junction	S	18.97%	Payment shall be made on pro rata basis for completed facilities.
(iv) Protection works			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.
(a) Breas	t Wall	9.51%	,
(b) Retain	ning Wall	10.98%	
(c) Metal	(c) Metal Beam Crash Barrier		
(v) Project	(i) Bus bays/Shelters	6.05%	
facilities	(ii) Passing Places	3.06%	Payment shall be made on pro-rata basis
	(ii) Truck lay bye	0.00%	for completed facilities.
	(iii) Rest areas	0.00%	

# Rehabilitation of section from Km 298.00 to Km 330.662 Karala to Kalipur of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 32.36 km on EPC Mode Package VIII

	(iv) others (Parking space)	0.71%	
(vi) Repair of Protection Works other		0.000%	Unit of measurement is linear length.
than approach	es to the bridges, elevated		Payment shall be made on pro-rata basis
sections/ flyov	ver/ grade separators and		on completion of a stage in a length of
ROBs/ RUBs			not less than 10% (ten per cent) of the
			total length.
(vii) Site Clearance & Dismantling		0.00%	
(viii) Safety and traffic management		0.000%	Payment shall be made on pro rata basis
during construction			every six months.
(ix) Pre mix carpeting for filling of pot		1.41%	
holes and repa	holes and repair		

## 2. Procedure for payment for Maintenance

- 2.1 The cost for maintenance shall be as stated in Clause 14.1.1.
- 2.2 Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7.

#### **SCHEDULE-I**

(See Clause 10.2)

#### **DRAWINGS**

## 1. Drawings

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

## 2. Additional Drawings

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

#### Annex-I

(Schedule-I)

### **List of Drawings**

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

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

- Horizontal and Vertical Alignment (with plan & profile) with details of reference pillars. Horizontal Intersection Point, Vertical Intersection Points, elements of curves, and sight distances.
- Cross-section at 50m interval along the alignment within ROW.
- Typical Cross-section with details of pavement structures.
- Detailed drawings of individual Bridges/Structures/ROB.
- Detailed drawing for individual culverts.
- Detailed layout drawings for intersections and interchanges.
- Drawings for Road sign, Markings.
- Traffic Management drawings for safety in construction zones.
- Detailed drawings of guide bunds and protection works and retaining structures.
- Detailed drawings of Drainage including Masonry drains and other drains.

#### **SCHEDULE-J**

(See Clause 10.3.2)

#### PROJECT COMPLETION SCHEDULE

### 1. Project Completion Schedule

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

## 2. Project Milestone-I

- 2.1 Project Milestone-I shall occur on the date falling on the 120<sup>th</sup> (One Twenty) day from the Appointed Date (the "**Project Milestone-I**").
- 2.2 Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than 10% (ten per cent) of the Contract Price.

### 3. Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the 330<sup>th</sup> (Three hundred and thirty) day from the Appointment Date (the "**Project Milestone-II**").

Prior to the occurrence of Project Milestone-II, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than 35% (thirty five per cent) of the Contract Price.

#### 4. Project Milestone-III

- 4.1 Project Milestone-III shall occur on the date falling on the 540th (five hundred and Fourty) day from the Appointed Date (the "**Project Milestone-III**").
- 4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and

validly prepared payment Statements for an amount not less than 60% (sixty per cent) of the Contract Price.

## **5** Schedule Completion Date

- 5.1 The Schedule Completion Date shall occur on the 730th (seven hundred and thirtieth) day from the Appointed Date.
- 5.2 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.

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#### SCHEDULE-K

(See Clause 12.1.2)

## **Tests on Completion**

#### 1. Schedule for Tests

- 1.1 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.
- 1.2 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

- 2.1 Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include: all the tests specified in IRC code, manual and MORTH specifications for the road and Bridge works, 5th revision, 2013.
- 2.2 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 [2,000 (two thousand)] mm for each kilometer.
- 2.3 Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) meters or more shall also be subjected to load testing.
- 2.4 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.

- 2.5 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.
- 2.6 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.

## **SCHEDULE-L**

(See Clause 12.2 and 12.4)

## PROVISIONAL CERTIFICATE

1.	for construction of the "Rehabilitation and 330.662 (Karala Village to Kalipur Village shoulder in the Union Territory of Andam Procurement & Construction (EPC) Basis of Contractor), hereby certify that the T	Engineer), acting as Authority's Engineer, ment dated		
2.	specified in the Punch List appended has accepted that it shall complete all such we Agreement. In addition, certain minor wor cause material inconvenience to the users. The contractor has agreed and accepted Certificate, it shall complete such minor work.	instruction Works that are incomplete on account of Time Extension have been effect in the Punch List appended hereto, and the Contractor has agreed and epted that it shall complete all such works in the time and manner set forth in the element. In addition, certain minor works are incomplete and these are not likely to see material inconvenience to the users of the Project Highway or other their safety. Contractor has agreed and accepted that as a condition of this Provisional efficate, it shall complete such minor works within 30 (thirty) days hereof. These or works have also been specified in the aforesaid punch list.		
3.		hat that Project Highway can be safety and ereof, and in terms of the Agreement, the declared fit for entry into operation on this		
ACCE	EPTED, SIGNED, SEALED	SIGNED, SEALED AND DELIVERED		
AND I	DELIVERED			
For an	nd on behalf of	For and on behalf of		
CONTRACTOR		by Authority's Engineer		
by:				
(Signa	ature)	(Signature)		

## **COMPLETION CERTIFICATE**

1.	I,		
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 for entry into operation on this theday of20		
	SIGNED, SEALED AND DELIVERED		
	For and on behalf of		
	Authority's Engineer by:		
	(Signature)		
	(Name)		
	(Designation)		

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(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

- 1.1 Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Schedule-E.
- 1.2 Any deduction made on account of non-compliance with the maintenance Requirements shall not be paid even after compliance subsequently. The deduction shall continue to be made every month until compliance is done.
- 1.3 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

2.1 The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(a)	Carriageway/Pavement	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	Road, Embankment, Cuttings, Shoulders	
(i)	Edge drop, inadequate crossfall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	Bridges and Culverts	
(i)	Desilting, cleaning. vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and substructures	10%

Rehabilitation of section from Km 298.00 to Km 330.662 Karala to Kalipur of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 32.36 km on EPC Mode Package VIII

Painting, repairs/replacement kerbs, railings, parapets,	5%
guideposts/crash barriers	
Roadside Drains	
Cleaning and repair of drains	5%
Road Furniture	
Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5th km stones	5%
Miscellaneous Items	
Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
Any other Defects in accordance with paragraph 1.	5%
Defects in Other Project Facilities	5%
	Roadside Drains  Cleaning and repair of drains  Road Furniture  Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5th km stones  Miscellaneous Items  Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane  Any other Defects in accordance with paragraph 1.

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

$$R=P/100 * M * L1/L$$

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

M = Monthly lump-sum payment in accordance with the Bid

L1 = Non-complying length

L = Total length of the road,

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

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

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

#### **SCHEDULE-N**

(See Clause 18.1.1)

#### SELECTION OF AUTHORITY'S ENGINEER

## 1 Selection of Authority's Engineer

- 1.1 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.
- 1.2 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

- 1.1 These Terms of Reference (the "TOR") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated ............. (the "Agreement), which has been entered into between the Ministry of Road Transport and Highways (the "Authority") and .................. (the "Contractor") for "Rehabilitation and up-gradation of section from Km 298.0 to 316.0 (Karala Village to Kalipur Village) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Contract, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 The TOR shall apply to construction and maintenance of the Project Highway.

## 2. Definitions and interpretation

- 2.1 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.
- 2.2 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.
  - 2.2 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

#### 3. General

- 3.1 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.
- 3.2 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) Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. fifty lakh).
- 3.2 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.
- 3.4 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.
- 3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.
- 3.6 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**

- During the Construction Period, the Authority's Engineer shall review 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 10.1.6. The Authority's Engineer shall complete such review 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.
- 4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- 4.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.
- 4.4 The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- 4.5 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.
- 4.6 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.

- 4.7 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.
- 4.8 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.
- Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.9, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 4.10 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 4.11 The timing of tests referred to in Paragraph 4.9, and the criteria for acceptance/ rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.

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- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4.
- 4.16 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.
- 4.17 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.

4.18 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

#### 5. Maintenance Period

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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

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

## 7. Payments

- 7.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2.4 (d).
- 7.2 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.
- 7.3 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.

7.4 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

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

#### **SCHEDULE - O**

(See Clauses 19.4.1, 19.6.1, and 19.8.1)

#### **Forms of Payment Statements**

## 1. Stage Payment Statement for Works

The Stage Payment Statement for Works shall state:

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

#### 2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

- (a) the monthly payment admissible in accordance with the provisions of the agreement;
- (b) the deductions for maintenance work not done;
- (c) net payment for maintenance due, (a) minus (b);

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- (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.

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#### **SCHEDULE-P**

(See Clause 20.1)

#### **INSURANCE**

#### 1. Insurance during Construction Period

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

### 2. Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover 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 arises from a cuase occurring prior to the issue of 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

3.1. The Contractor shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Paragraph 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this agreement and occurring before the issue of the Performance Certificate. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences.

The insurance cover shall be as per the applicable laws of government and procedure in vogue.

- 3.2 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 and 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.