

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

## **SCHEDULES**

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

### **Schedule-A**

(See Clauses 2.1 and 8.1)

#### **Site of the Project**

#### **1. The Site**

- (i) Existing bridges between Sinthan pass via Vailoo to Donpawa section of NH-244 shall include the land, buildings, structures, and road works as described in **Annex-I** of this Schedule-A.
- (ii) The dates of handing over the Right of Way to the Contractor are specified in **Annex-II** of this Schedule-A.
- (iii) An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2 (i) of this Agreement.
- (iv) The alignment plans of the Project Highway are specified in Annex-III. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the Road Profile as indicated in Annex-III based on site/design requirement.
- (v) The status of the environment clearances obtained or awaited is given in Annex-IV.

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

**Annex - I**  
**(Schedule-A)**

**Site**

**1. Site**

The site of the existing three bridges between Sinthan pass via Vailoo to Donipawa section on NH-244 in the union territory of Jammu & Kashmir. The land, carriageway and structures comprising the Site are described below.

**2. Land**

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

Sr. No.	Chainage (km)		Right of Way (m)	Remarks
	From	To		
Nil				

**3. Carriageway**

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

**4. Major Bridges**

The Site includes the following Major Bridges: Nil

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

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

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

**6. Grade separators**

The Site includes the following grade separators:

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

**7. Minor bridges**

The Site includes the following minor bridges:

S. No.	Chainage (km)	Type of Structure			No. of Spans with span length (m)	Width (m)
		Foundation	Sub- structure	Super- structure		
1	229+800	Open	Stone Masonry	Steel type	3x10	5.0

**8. Railway level crossings**

The Site includes the following railway level crossings:

S. No.	Location (km)	Remarks
Nil		

**9. Underpasses (vehicular, non-vehicular)**

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

The Site includes the following underpasses:

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

**10. Culverts**

The Site has the following culverts:

S. No.	Chainage (km)	Type of Culvert	Span /Opening with span length (m)	Width (m)
Nil				

**11. Bus bays**

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

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

**12. Truck Lay byes**

The details of truck lay byes are as follows:

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

**13. Roadside drains**

The details of the roadside drains are as follows:

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

**14. Major junctions**

The details of major junctions are as follows:

S. No.	Location		At grade	Separated	Category of Cross Road			
	From km	to km			NH	SH	MDR	Others
Nil								

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

**15. Minor junctions**

The details of the minor junctions are as follows:

S. No.	Location	Type	Remarks
Nil			

**16. Bypasses**

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

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

**17. Others**

Nil

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Annex – II

(As per Clause 8.3 (i))

**(Schedule-A)**

**Dates for providing Right of Way of Construction Zone**

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

Sl. No.	From (Km)	To (Km)	Length (m)	Width (m)	Date of providing
					Right of Way*
1	2	3	4	5	
(i) Full Right of Way (full width)					
a) At Bridge locations (Bidhar)	229+760	229+840	40	30	On the appointment date

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

### Annex - III

(Schedule-A)

#### Alignment Plans

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

- (i) The alignment of the Project Highway is enclosed in alignment plan and indicated below. Finished road level indicated in the alignment plan shall be followed by the contractor as minimum FRL. In any case, the finished road level of the project highway shall not be less than those indicated in the alignment plan. The contractor shall, however, improve/upgrade the Road profile as indicated in Annex-III based on site/design requirement.



Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

#### Annex - IV

(Schedule-A)

#### Environment Clearances

As per EIA notification 2006 and its amendment S.O.2559 (E) Dt 22<sup>nd</sup> August 2013, S.O 996(E) Dt 10<sup>th</sup> April 2015, S.O 382(E) Dt 3<sup>rd</sup> February 2015 Environmental Clearance Exempted from the purview of the Environmental Impact Assessment

**[To be published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii)]**

#### MINISTRY OF ENVIRONMENT AND FORESTS NOTIFICATION

New Delhi, the 22<sup>nd</sup> August, 2013

S.O. 2559 (E).- Whereas by notification of the Government of India in the Ministry of Environment and Forests vide number S.O.1533(E), dated the 14<sup>th</sup> September, 2006 issued under sub-section (1) and clause (v) of sub-section (2) of section (3) of the Environment (Protection) Act, 1986 read with clause (d) of sub-rule (3) of rule 5 of the Environment (Protection) Rules, 1986, the Central Government directed that on and from the date of its publication, the required construction of new projects or activities or the expansion or modernization of existing projects or activities listed in the Schedule to the said notification entailing the capacity addition with change in process or technology and or product mix shall be undertaken in any part of India only after prior environmental clearance from the Central Government or as the case may be, by the State level Environment Impact Assessment Authority, duly constituted by the Central Government under sub-section (3) of section 3 of the said Act, in accordance with the procedure specified therein;

And whereas the Government of India in the Ministry of Environment and Forests had constituted a High Level Committee under the Chairmanship of Member (Environment and Forests and Science and Technology), Planning Commission, vide OM No.21-270/2008-IA.III dated the 11<sup>th</sup> December, 2012 to review the provisions of Environmental Impact Assessment Notification, 2006 relating to granting Environmental Clearances for Roads, Buildings and Special Economic Zone projects and provisions under the OM dated the 7<sup>th</sup> February, 2012 issued by the Ministry of Environment and Forests regarding guidelines for High Rise Buildings;

And whereas one of the terms of reference (ToR) of the Committee was to review the requirement of Environmental Clearance for highway expansion projects upto the right of way of 60 meters and length of 200 kms under Environmental Impact Assessment notification;

And whereas the Committee has submitted its report to the Ministry and on this ToR, the Committee has recommended exempting highway expansion projects from the requirement of scoping and that Environmental Impact Assessment or Environment Management Plan for highway expansion projects may be prepared on the basis of model ToRs to be posted on Ministry's website and in respect of requirement of environmental clearance, **the Committee has recommended that expansion of National Highway projects up to 100 kms involving additional right of way or land acquisition upto 40 mts on existing alignments and 60 mts on re-alignments or by-passes may be exempted from the preview of the notification;**

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

**Schedule - B**

(See Clause 2.1)

**Development of the Project Highway**

**1. Development of the Project Highway**

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

**2. Rehabilitation and augmentation**

Nil

**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.

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

**Annex - I**  
**(Schedule-B)**

**Description of the Project**

Reconstruction of of bridge (i.e. Bidhar Bridge) between Sinthan Pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu in accordance with IRC-SP: 73-2018. If any standards, specification, or details are not given in the manual, the minimum design/ construction requirements shall be specified in the schedule.

**1. Widening of the existing highway**

NA

**2. Geometric Design and General Features**

**(i) General**

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

**(ii) Design speed**

The design speed shall be the maximum design speed of 60 Km/hr. and minimum design speed of 40 km/hr. for mountainous/hilly terrain as per IRC: SP-73:2018 and IRC: SP-48:1998

**(iii) Improvement of the existing road geometrics**

In the following sections, where improvement of the existing road geometrics to the prescribed standards is not possible, since the existing road is being abandoned and new alignment is being proposed.

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

**(iv) Right of Way**

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

**(v) Type of shoulders**

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

Sl.No.	Stretch(from km to km)	Fully paved shoulders/ footpaths	Reference to cross section
Nil			

(b) In open country/hilly areas, paved shoulders of 1.5m width shall be provided on either side and balance 1.0m width earthen shoulder at valley side only shall be covered with 150 mm thick compacted layer of granular material for main road. In link road 1m of earthen shoulder shall be provided either on both side or on Valley side as per attached typical cross section in schedule B-1 of this manual, shall be covered with 150 mm thick compacted layer of granular material

(c) Design and specifications of paved shoulders and granular material shall conform to the requirements specified in the relevant Manual.

**(vi) Lateral and vertical clearances at underpasses**

(a) Lateral and vertical clearances at underpasses and provision of guardrails/crash barriers shall be as per the provision of relevant Manual.

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

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Nil
-----

**(vii) Lateral and vertical clearances at overpasses**

(a) Lateral and vertical clearances at overpasses shall be as per the provision of relevant Manual.

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

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

**(viii) Service roads**

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

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

**(ix) Grade separated structures**

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

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

In the case of grade separated structures, the type of structure and the level of the Project Highway and the crossroads shall be as follows:

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

**(x) Cattle and pedestrian underpass/overpass**

Cattle and pedestrian underpass/ overpass shall be constructed as follows:

Sl. No.	Location	Type of crossing
Nil		

**(xi) Typical cross-sections of the Project Highway**

Typical cross sections shall be provided as per manual.

**3. Intersections and Grade Separators**

All intersections and grade separators shall be as per the provision of relevant Manual.

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

(i) At-grade inter sections

Sl. No.	Location of intersection	Type of inter section	Other features	Remarks
Nil				

(ii) Grade separated intersection with/without ramps

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Nil
-----

**4. Road Embankment and Cut Section**

(i) 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.

(ii) Raising of the existing road

The existing road shall be raised in the following sections:

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

**5. Pavement Design**

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

(ii) Type of pavement

Flexible pavement is proposed for the project highway in accordance with IRC: 37-2018.

(iii) Design requirements

(a) Design Period and strategy

Flexible pavement for new pavement shall be designed for a period of 20 years and rigid pavement shall be designed for a minimum design period of 30 years. Stage construction shall not be permitted.

(b) Design Traffic

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

**6. Roadside Drainage**

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

**7. Design of Structures**

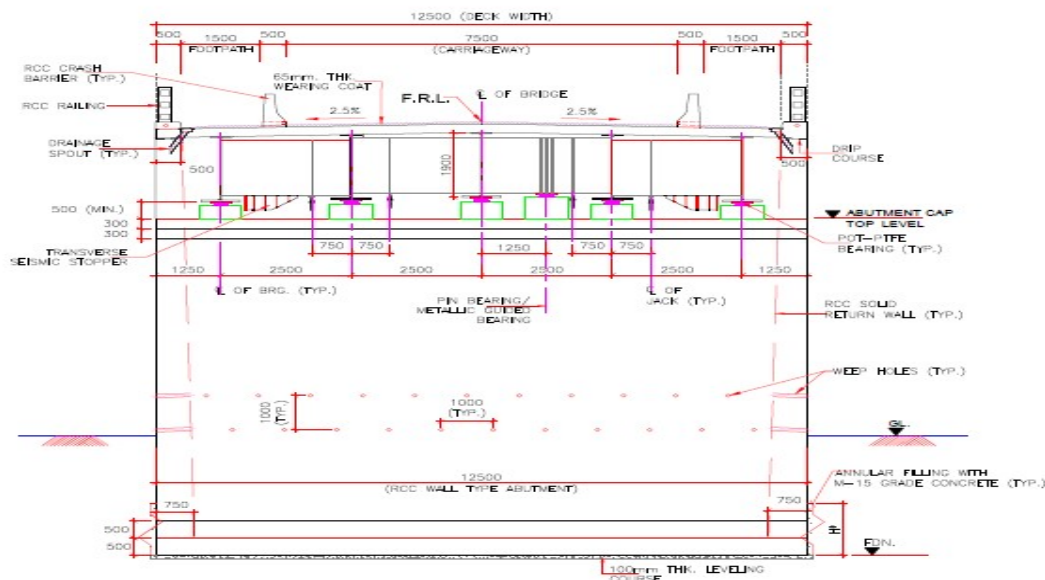
(i) General

(a) All bridges shall be designed and constructed in accordance with the provision of relevant Manual and shall conform to the cross- sectional features and other details specified therein.

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

Sl. No.	Structure/ Bridge at km	Width of carriageway and cross-sectional features*
1	229+800	Width of Carriageway -7.5m RCC Crash Barrier - 0.5m (both sides) Footpath- 1.5m (both sides) RCC Railing - 0.5m (both sides) Total Width - 12.5m

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.



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

Sl. No.	Location at km	Span Arrangement No. x Length (m)	Remarks
1	229+800	1x40=40m with Steel Girder	Bidhar

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

Refer to the provision of relevant Manual and state if there is any exception

(e) The following structures shall be designed to carry utility services specified in table below:

Sl. No.	Bridge at km	Utility service to be carried	Remarks
1	229+800	Electricity cables, OFC cables etc.	

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

## (ii) Culverts

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

(b) Reconstruction of existing culverts:

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

Sl. No.	Culvert location	Span/Opening (m)	Remarks, if any*
Nil			

\*Specify modifications, if any, required in the road level, etc.

(c) Widening of existing culverts:

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

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Nil
-----

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

Nil

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

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

(f) Floor protection works shall be as specified in the relevant IRC Codes and Specifications.

**(iii) Bridges**

(a) Existing bridges to be re-constructed/widened

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

Sl. No.	Bridge location (km)	Salient details of existing bridge	Adequacy or otherwise of the existing waterway, vertical clearance, etc.*	Remarks
1	229+800	Collapsed bridge to be dismantled and removed the debris from the River/Nala	1x40m	Bidhar

**Other Specifications:** Provision of steel modular structure for project for easy & quick launching is proposed to be taken up under innovative technology w.r.t. MoRTH Memorandum No. RW/NH-35075/1/2010-S&R(R) dated 16.06.2015.

\*Attach GAD

(ii) The following narrow bridges shall be widened:

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

@ Attach cross-section

(b) Additional new bridges

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

Sl. No.	Location at km	Total length (m)	Remarks
Nil			

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

Sl. No.	Location at km	Remarks
Nil		

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

follows:

Note: Dismantling of the old bridge from the river including removal of debris etc.

(e) Drainage system for bridge decks

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

(f) Structures in marine environment

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

(iv) Rail-road bridges

(a) Design, construction and detailing of ROB/RUB shall be as specified in the provision of relevant Manual. [Refer to the provision of relevant Manual and specify modification, if any]

(b) Road over-bridges

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

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

(c) Road under-bridges

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

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

(v) Grade separated structures

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

(vi) Repairs and strengthening of bridges and structures

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

(a) Bridges

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

(b) ROB /RUB

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

(c) Overpasses/Underpasses and other structures

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Nil
-----

(vii) List of Bridges and Structures

The following is the list of the Bridges and Structures:

S. No.	Type of Structure	Design Chainage
Minor Bridge-		
1	Minor Bridge	229+800

**8. Traffic Control Devices and Road Safety Works**

(i) Traffic control devices and road safety works shall be provided in accordance with the section 9 of the manual referred to in Schedule D.

(ii) Specifications of the reflective sheeting as per IRC :67-2012 has been provided.

**8.1 Crash Barrier**

(a) The concrete crash barrier/ railing of bridge shall be painted in black and white stripes in general.

**9. Roadside Furniture**

Roadside furniture shall be provided in accordance with the provision of relevant Manual.

**10. Compulsory Afforestation**

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

**11. Hazardous Locations**

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

Sl. No.	Location stretch from (km) to (km)	LHS/RHS
Nil		

**12. Special Requirement for Hill Road**

This shall be provided accordance with section 13 of the Manual.

The side slope shall be protected by using suitable slope protection measures all along the highway on Hill side and valley side. The retaining wall/Toe wall shall be constructed as per requirement of site condition in accordance with manual requirement.

**13. Change of Scope**

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

**14. Chainages wise indicative scheme with GAD**

Sr. No.	Location in km	Design Chainage in km	GAD	Remarks
1	229+800	229+800	Bidhar Bridge	Reconstruction

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

### Schedule B-1

The shifting of utilities and felling of trees shall be carried out by the contractor. The cost of the same shall be borne by the Authority. The details of utilities are as follows:

Sl. No.	Type of Utility	Unit	Quantity	Location/stretch (LHS/RHS)
<b>A</b>	<b>Electrical Utilities</b>			
A1	Electrical poles	Nos.		
A2	Electrical cables	Meters		
A3	Transformers	Nos.		
<b>B</b>	<b>Felling of Trees</b>	<b>Nos.</b>		
<b>C</b>	OFC	No.		

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

### **Schedule - C**

(See Clause 2.1)

#### **Project Facilities**

##### **1. ProjectFacilities**

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

- (a) tollplaza[s];
- (b) roadside furniture;
- (c) pedestrian facilities;
- (d) tree plantation;
- (e) truck lay-byes;
- (f) bus-bays and bus shelters;
- (g) rest areas
- (h) rainwater harvesting; and
- (i) others to be specified

##### **2. Description of Project Facilities**

Each of the Project Facilities is described below:

- (a) Rainwater Harvesting: As per Ministry of Environment and Forest notification, dated 8 October 2019 and 23 April 2010, construction of rainwater harvesting structure has been adopted accordingly.

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

### **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:

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

## Annex - I

(Schedule-D)

### Specifications and Standards for Construction

#### 1. Specifications and Standards

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

#### 2. Deviations from the Specifications and Standards

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

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

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

### **Schedule - E**

(See Clauses 2.1 and 14.2)

#### **Maintenance Requirements**

##### **1. Maintenance Requirements**

- (i) The Contractor shall, at all times maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- (ii) The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

(iii) All Materials works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

[Specify all the relevant documents]

##### **2. Repair/rectification of Defects and deficiencies**

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

##### **3. Other Defects and deficiencies**

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

##### **4. Extension of time limit**

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

##### **5. Emergency repairs/restoration**

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

##### **6. Daily inspection by the Contractor**

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

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

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

**8. Repairs on account of natural calamities**

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

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

**Annex -I**  
(Schedule-E)

**Repair/rectification of Defects and deficiencies**

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

**Table -1: Maintenance Criteria for Pavements:**

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
Flexible Pavement (Pavement of MCW, Service Road, Approaches of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Potholes	Nil	< 0.1 %of area and subject to limit of 10 mm in depth	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA2003( <a href="http://www.tfhr.com/pavement/ltp/reports/03031/">http://www.tfhr.com/pavement/ltp/reports/03031/</a> )	24-48 hours	MORT&H Specification 3004.2
	Cracking	Nil	< 5 %subject to limitof0.5 sq.m for any 50 m length	Daily			7-15 days	MORT&H Specification 3004.3
	Rutting	Nil	< 5 mm	Daily	Straight Edge		15 -30 days	MORT&H Specification 3004.2
	Corrugations and Shoving	Nil	< 0.1% ofarea	Daily	Length Measurement Unit like		2-7 days	IRC:82- 2015
	Bleeding	Nil	< 1 % of area	Daily			3-7 days	MORT&H Specification 3004.4
	Ravelling/Stripping	Nil	< 1 % of area	Daily			7-15 days	IRC:82- 2015 read with IRC SP 81
	Edge Deformation/ Breaking	Nil	< 1 m for any 100 m section and width <0.1 matanylocation, restricted to 30 cm from the edge	Daily	Scale, Tape, odometer etc.		7- 15 days	IRC:82- 2015
	Roughness BI	2000mm/km	2400mm/km	Bi- Annually	Class I Profilometer SCRIM(Sideway- force)	Class I Profilometer: ASTM E950 (98) 2004 -Standard Test Method for measuring	180 days	IRC:82- 2015
	Skid Number	60SN	50SN	Bi- Annually	CoefficientRoutine Investigation Machine or equivalent)	Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling	180 days	BS: 7941-1: 2006
Pavement	3	2.1	Bi- Annually		Reference ASTM E1656 -94: 2000- Standard	180 days	IRC:82- 2015	

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

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

In addition to the above performance criterion, the contractor shall strictly maintain the rigid pavements as per requirements in the following table

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

**Table -2:Maintenance Criteria for Rigid Pavements:**

Sr.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>CRACKING</b>						
1	<b>Single Discrete Cracks Not intersecting with any joint</b>	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, not discernible	No Action	Not applicable
			1	w < 0.2 mm. hair cracks		
			2	w = 0.2 - 0.5 mm, discernible from slow-moving car	Seal without delay	Seal, and stitch if L > 1m. Within 7 days
			3	w = 0.5 - 1.5 mm, discernible from fast-moving car		
			4	w = 1.5 - 3.0 mm	Seal, and stitch if L > 1 m. Within 7 days	Staple or Dowel Bar Retrofit, FDR for affected portion. Within 15 days
			5	w > 3 mm.		
2	<b>Single Transverse (or Diagonal) Crack intersecting with one or more joints</b>	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, not discernible	No Action	
			1	w < 0.2 mm, hair cracks	Route and seal with epoxy. Within 7 days	Staple or Dowel Bar Retrofit. Within 15 days
			2	w = 0.2 - 0.5 mm, discernible from slow vehicle		
			3	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route, seal and stitch, if L > 1m. Within 7 days	
			4	w = 3.0 - 6.0 mm	Dowel Bar Retrofit. Within 15 days	Full Depth Repair Dismantle and reconstruct affected.
			5	w > 6 mm, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full depth	Portion with norms and specifications - See Para 5.5 & 9.2 Within 15 days
3	<b>Single Longitudinal Crack intersecting with one or more joints</b>	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, not discernible	No Action	
			1	w < 0.5 mm, discernible from slow moving vehicle	Seal with epoxy, if L > 1 m. Within 7 days	Staple or dowel bar retrofit. Within 15 days
			2	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route seal and stitch, if L > 1 m. Within 15 days	
			3	w = 3.0 - 6.0 mm	Staple, if L > 1 m. Within 15 days	Partial Depth Repair with stapling. Within 15 days
			4	w = 6.0 - 12.0 mm, usually associated with spalling	Not Applicable, as it may be full depth	Full Depth Repair Dismantle and reconstruct affected portion as per norms And specifications - See Para 5.6.4 Within 15 days
			5	w > 12 mm, usually associated with spalling, and/or slab rocking under traffic		

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Sr.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
4	Multiple Cracks intersecting with one or more joints	w = width of crack	0	Nil, not discernible	No Action	Dismantle, Reinstatement subbase, Reconstruct whole slab as per specifications within 30 days
			1	w < 0.2 mm, hair cracks	Seal, and stitch if L > 1 m. Within 15 days	
			2	w = 0.2 - 0.5 mm. discernible from slow vehicle		
			3	w = 0.5 - 3.0 mm, discernible from fast vehicle	Full depth repair within 15 days	
			4	w = 3.0 - 6.0 mm panel broken into 2 or 3 pieces		
			5	w > 6 mm and/or panel broken into more than 4 pieces		
5	Corner Break	w = width of crack L = length of crack	0	Nil, not discernible	No Action	-
			1	w < 0.5 mm; only 1 corner broken	Seal with low viscosity epoxy to secure broken parts Within 7 days	Seal with epoxy seal with epoxy Within 7 days
			2	w < 1.5 mm; L < 0.6 m, only one corner broken		
			3	w < 1.5 mm; L < 0.6 m, two corners broken	Partial Depth (Refer Figure 8.3 of IRC: SP: 83-2008) Within 15 days	Full depth repair Reinstatement sub-base, and reconstruct the slab as per norms and specifications within 30 days
			4	w > 1.5 mm; L > 0.6 m or three corners broken		
			5	three or four corners broken		
6	Punch out (Applicable to Continuous Reinforced Concrete Pavement (CRCP) only)	w = width of crack L = length(m/m <sup>2</sup> )	0	Nil, not discernible		No Action
			1	w < 0.5 mm; L < 3 m/m <sup>2</sup>	Applicable, as it may be full depth	Seal with low viscosity epoxy to secure broken parts. Within 15 days
			2	either w > 0.5 mm or L < 3 m/m <sup>2</sup>		
			3	w > 1.5 mm and L < 3 m/m <sup>2</sup>		
			4	w > 3 mm, L < 3 m/m <sup>2</sup> and deformation		
			5	w > 3 mm, L > 3 m/m <sup>2</sup> and deformation		
7	Ravelling or Honeycomb type surface	r = area damaged surface/total surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	Short Term No action.	Long Term
			1	r < 2 %	Local repair of areas damaged and liable to be damaged. Within 15 days	Not Applicable
			2	r = 2 - 10 %		
			3	r = 10-25%	Bonded Inlay, 2 or 3 slabs if affecting. Within 30 days	
			4	r = 25 - 50 %		
			5		Reconstruct slabs, 4 or more	

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Sr.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
8	Scaling	r = damaged surface/total surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	slabs if affecting. Within 30 days	
			1	r < 2 %	No action.	
			2	r = 2 - 10 %	Local repair of areas damaged and liable to be damaged. Within 7 days	Not Applicable
			3	r = 10 - 20%	Bonded Inlay within 15 days	
			4	r = 20 - 30 %		
			5	r > 30 % and h > 25 mm	Reconstruct slab within 30 days	
9	Polished Surface/Glazing	t = texture depth, sand patch test	0		No action.	
			1	t > 1 mm		
			2	t = 1 - 0.6 mm		
			3	t = 0.6 - 0.3 mm	Monitor rate of deterioration	Not Applicable
			4	t = 0.3 - 0.1 mm		
			5	t < 0.1 mm	Diamond Grinding if affecting 50% or more slabs in a continuous stretch of minimum 5 km. Within 30 days	
10	Pop out (Small Hole), Pothole Refer Para 8.4	n = number/m <sup>2</sup> d = diameter h = maximum depth	0	d < 50 mm; h < 25 mm; n < 1 per 5 m <sup>2</sup>	No action.	
			1	d=50-100mm;h<50mm;n<1 per 5 m <sup>2</sup>	Partial depth repair 65 mm deep. Within 15 days	
			2	d=50-100mm;h>50mm;n<1 per 5 m <sup>2</sup>		Not Applicable
			3	d = 100 - 300 mm; h < 100 mm n < 1 per 5m <sup>2</sup>		
			4	d = 100 - 300 mm; h > 100 mm; n < 1 per 5m <sup>2</sup>		
			5	d > 300 mm; h > 100 mm: n > 1 per 5 m <sup>2</sup>		
<b>Joint Defects</b>						
11	Joint Seal Defects	loss or damage L = Length as % total joint length	0	Difficult to discern.	No action.	
			1	Discernible, L < 25% but of little immediate consequence with regard to ingress of water or trapping	Clean joint, inspect later.	Not Applicable

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Sr.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
				incompressible material.		
			3	Notable. $L > 25\%$ insufficient protection against ingress of water and trapping incompressible material.	Clean and reapply sealant in selected locations. Within 7 days	
			5	Severe; $w > 3$ mm negligible protection against ingress of water and trapping incompressible material.	Clean, widen and reseal the joint. Within 7 days	
12	Spalling of Joints	w = width on either side of the joint L = length of spalled portion (as % joint length)	0	Nil, not discernible	No action.	Not Applicable
			1	$w < 10$ mm	Apply low viscosity epoxy resin/ mortar in cracked portion. Within 7 days	
			2	$w = 10 - 20$ mm, $L < 25\%$	Partial Depth Repair. Within 15 days	
			3	$w = 20 - 40$ mm, $L > 25\%$	30 - 50 mm deep, $h = w + 20\%$ of w, within 30 days	
			4	$w = 40 - 80$ mm, $L > 25\%$	50 - 100 mm deep repair. $H = w + 20\%$ of w. Within 30 days	
			5	$w > 80$ mm, and $L > 25\%$		
13	Faulting (or Stepping) in Cracks or Joints	f = difference of level	0	not discernible, $< 1$ mm	No action.	No action.
			1	$f < 3$ mm		
			2	$f = 3 - 6$ mm	Determine cause and observe, take action for diamond grinding	Replace the slab as appropriate.
			3	$f = 6 - 12$ mm	Diamond Grinding	Within 30 days
			4	$f = 12 - 18$ mm	Raise sunken slab.	Replace the slab as appropriate.
			5	$f > 18$ mm	Strengthen subgrade and sub-base by grouting and raising sunken slab	Within 30 days
14	Blow-up or Buckling	H = vertical displacement from normal profile	0	Nil, not discernible	<b>Short Term</b>	<b>Long Term</b>
			1	$h < 6$ mm	No Action	
			2	$h = 6 - 12$ mm	Install Signs to Warn Traffic	
			3	$h = 12 - 25$ mm	within 7 days	
			4	$h > 25$ mm	Full Depth Repair. Within 30 days	
			5	shattered slabs, i.e. 4 or more pieces	Replace broken slabs. Within 30 days	
15	Depression	H = negative vertical displacement from	0	Not discernible, $h < 5$ mm	No action.	Not Applicable
			1	$h = 5 - 15$ mm		

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Sr.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	For the case d > D/2
		normal profile L=length	2	h = 15-30 mm, Nos<20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	h > 50 mm or > 20% joints	Strengthen subgrade. Reinstate pavement at normal level	
			5	h > 100 mm	If L < 20 m. Within 30 days	
16	Heave	h = positive vertical displacement from normal profile. L = length	0	Not discernible. h < 5 mm	<b>Short Term</b> No action.	<b>Long Term</b>  scrabble
			1	h = 5 - 15 mm	Follow up.	
			2	h = 15 - 30 mm, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	h > 50 mm or > 20% joints	Stabilise subgrade. Reinstate pavement at normal level if length < 20 m. Within 30 days	
			5	h > 100 mm		
17	Bump	H =vertical displacement from normal profile	0	h < 4 mm	No action	Construction Limit for New Construction. Replace in case of new construction. Within 30days Full Depth Repair. Within 30days
			1	h = 4 - 7 mm	Grind, in case of new construction within 7 days	
			3	h = 7 - 15 mm	Grind, in case of ongoing Maintenance within 15 days	
			5	h > 15 mm	Full Depth Repair. Within 30 days	
18	Lane to Shoulder Drop-off	f = difference of level	0	Nil, not discernible < 3mm	<b>Short Term</b> No action.	<b>Long Term</b>  For any 100 m stretch Reconstruct shoulder, if affecting 25% or more of stretch. Within 30days
			1	f = 3 - 10 mm	Spot repair of shoulder within 7 days	
			2	f = 10 - 25 mm		
			3	f = 25 - 50 mm	Fill up shoulder within 7 days	
			4	f = 50 - 75 mm		
			5	f > 75 mm		
<b>Drainage</b>						
19	Pumping	quantity of fines and water expelled through open joints and cracks	0	not discernible	No Action	Inspect and repair sub-drainage at distressed
			1 to 2	slight/ occasional Nos < 10%	Repair cracks and joints Without delay.	

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Sr.No.	Type of Distress	Measured Parameter Nos Nos/100 m stretch	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	For the case d > D/2
20	Ponding	Ponding on slabs due to blockage of drains	3 to 4	appreciable/ Frequent 10 -25%	Lift or jack slab within 30 days.	sections and upstream.
			5	abundant,crack development >25%	Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab. Within 30 days	
			0-2	Nodiscernible problem	No action.	
			3 to 4	Blockages observed in drains, but water flowing	Clean drains etc. within 7 days, Follow up	Action required to stop water damaging foundation within 30 days.
			5	Ponding, accumulation of water observed	-do-	

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

Asset Type	Performance Parameter	Level of Service (LOS)			Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Highway	Availability of Safe Sight Distance	As per IRC SP: 84-2014, a minimum of safe stopping sight distance shall be available throughout.			Monthly	ManualMeasurementswithOdometeralongwithvideo/image backup	Removal of obstruction within 24 hours, in case of sight line affected by temporary objects such as trees, temporary encroachments. In case of permanent structure or design deficiency: Removalofobstruction/improvementofdeficiency at theearliestSpeed Restriction boards and suitable traffic calming measures such as transverse bar marking, blinkers, etc. shall be applied during the period of rectification.		IRC:SP 84-2014
		Design Speed, kmph	Desirable Minimum Sight Distance (m)	Safe Stopping Sight Distance (m)					
		100	360	180					
		80	260	130					
Pavement Marking	Wear	<70% of marking remaining			Bi- Annually	Visual Assessment as per Annexure-F of IRC:35-2015	Re - painting	Cat-1 Defect – within 24 hours Cat-2 Defect within	IRC:35-2015

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards												
						2months-													
	Day Time Visibility	During expected life Service Time Cement Road -130mcd/m <sup>2</sup> /lux BituminousRoad- 100mcd/m <sup>2</sup> /lux	Monthly	AsperAnnexure-D of IRC:35-2015	Re - painting	Cat-1 Defect – within 24 hours Cat-2 Defect – within 2 months	IRC:35- 2015												
	Night Time Visibility	<u>Initial and Minimum Performancefor Dry Retro reflectivity during nighttime:</u> <table border="1"> <tr> <td>Desig n Speed</td> <td>(RL)RetroReflecti vity (mcd/m<sup>2</sup>/lux)</td> <td>Minimu m Thresho ld level (TL) &amp; warrant y period require d up to 2 years</td> </tr> <tr> <td>Up to 65</td> <td>200</td> <td>80</td> </tr> <tr> <td>65 - 100</td> <td>250</td> <td>120</td> </tr> <tr> <td>Abov e 100</td> <td>350</td> <td>150</td> </tr> </table> <u>Initial and Minimum Performance for Night Visibility under</u>	Desig n Speed	(RL)RetroReflecti vity (mcd/m <sup>2</sup> /lux)	Minimu m Thresho ld level (TL) & warrant y period require d up to 2 years	Up to 65	200	80	65 - 100	250	120	Abov e 100	350	150	Bi-Annually	As Annexure-E per of IRC:35-2015	Re - painting	Cat-1 Defect – within 24 hours Cat-2 Defect – within 2 months	IRC:35- 2015
Desig n Speed	(RL)RetroReflecti vity (mcd/m <sup>2</sup> /lux)	Minimu m Thresho ld level (TL) & warrant y period require d up to 2 years																	
Up to 65	200	80																	
65 - 100	250	120																	
Abov e 100	350	150																	

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		wet condition(Retro reflectivity):					
		Initial 7 days Retro reflectivity: 100 mcd/m <sup>2</sup> /lux Minimum Threshold Level: 50 mcd/m <sup>2</sup> /lux					
	Skid Resistance	Initial and Minimum performance for SkidResistance: Initial (7days): 55BPN Min. Threshold: 44BPN *Note: shall be considered under urban/city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop, cycle track intersection delineation, transverse bar markingetc.	Bi-Annually	As per Annexure-G of IRC:35-2015		Within 24 hours	IRC:35-2015
Road Signs	Shape and Position	Shape and Position as per IRC: 67- 2012. Signboard should be clearly visible for the design speed of the section.	Daily	Visual with video/image backup	Improvement of shape, in case if shapes are Damaged.	48 hours in case of Mandatory Signs, Cautionary and Informatory Signs (Single and Dual post signs)	IRC:67-2012
	Retro reflectivity	As per specifications in IRC:67-2012	Bi-Annually	Testing of each Signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D 4956-09.	Relocation as per requirement change of signboard	15 Days in case of Gantry/Cantilever Sign boards	RC:67-2012

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
						48 hours in case of Mandatory Signs, Cautionary  1 Month in case of Gantry/Cantilever Sign boards	
Kerb	Kerb Height	As per IRC 86:1983 depending upon type of Kerb	Bi-Annually	Use of distance measuring tape	Raising Kerb Height	Within 1 Month	RC 86:1983
	Kerb Painting	<u>Functionality:</u> Functioning of Kerb painting as intended	Daily	Visual with video/image backup	Kerb Repainting	Within 7-days	RC 35:2015
Other Road Furniture	Reflective Pavement Markers (Road Studs)	Numbers and Functionality as per specifications in IRC:SP:84-2014 and IRC: 35-2015, unless specified in Schedule-B.	Daily	Counting	New Installation	Within 2 months	IRC:SP:84-2014,IRC:35-2015
	Pedestrian Guardrail	<u>Functionality:</u> Functioning of guardrail asintended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:84-2014
	Traffic Safety Barriers	<u>Functionality:</u> Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014, IRC:119-2015
	End Treatment	<u>Functionality:</u> Functioning ofEnd	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014,

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		Treatment as intended					
	Traffic Safety Barriers			backup			IRC:119-2015
	Attenuators	<u>Functionality:</u> Functioning of Attenuators as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119-2015
	Guard Posts and Delineators	<u>Functionality:</u> Functioning of Guard Posts and Delineators as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC: 79 1981
	Overhead Sign Structure	Overhead sign structure shall be structurally adequate	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:67-2012
	Traffic Blinkers	<u>Functionality:</u> Functioning of Traffic Blinkers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014
Highway Lighting System	Highway Lights	illumination: Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	Improvement in Lighting System	24 hours	IRC:SP:84-2014
		No major failure in the lighting system	Daily	-	Rectification of failure	24 hours	IRC:SP:84-2014
		No minor failure in the lighting system	Monthly	-	Rectification of failure	8 hours	IRC:SP:84-2014
	Toll Plaza Canopy Lights	Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	Improvement in Lighting System	24 hours	IRC:SP:84-2014
		No major/minor failure in the lighting system	Daily	-	Rectification of failure	8 hours	IRC:SP:84-2014
	Obstruction			Visual with video/image backup	Removal of trees	Immediate	IRC:SP:84-

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Trees and Plantation including median plantation	in a minimum head-room of 5.5 m above carriageway or obstruction in visibility road signs	No obstruction due to trees	Monthly				2014
	Deterioration in health of trees and bushes	Health of plantation shall be as per requirement of specifications & instructions issued by Authority from time to time	Daily	Visual with video/image backup	Timely watering and treatment. Or Replacement of Trees and Bushes.	Within 90 days	IRC:SP:84-2014
	Vegetation affecting sight line and road structures	Sight line shall be free from obstruction by vegetation	Daily	Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 2014
Rest Areas	Cleaning toilets	-	Daily	-	-	Every 4 hours	
	Defects installations	-	Daily	-	Rectification	24 hours	
Other Project Facilities and Approach roads	Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical		Daily	-	Rectification	15 days	IRC:SP 2014

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Aid Posts and other works						
Pipe/box/slab culverts	Free waterway/unobstructed flowsection	85% of culvert normal flow area to available.	2 times in a year (before and after rainy season)	Inspection by Bridge Engineer as per IRC SP: 35-1990 and recording of depth of silting and area of vegetation.	Cleaning silt up soils and debris in culvert barrel after rainy season, removal of bushes and vegetation, U/s of barrel, under barrel and D/s of barrel before rainy season.	15 days before onset of monsoon and within 30 days after end of rainy season.	IRC 5-2015, IRC SP 40-1993 IRC SP 13-2004
	Leak-proof expansion joints if any	No leakage through expansion joints	Bi-Annually	Physical inspection of expansion joints as per IRC SP: 35-1990 if any, for leakage strains on walls at joints.	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC SP:40-1993 and IRC SP:69-2011
	Structurally sound	Spalling of concrete not more than 0.25 sqm	Bi-Annually	Detailed inspection of all components of culvert as per IRC SP:35-1990 and recording the defects	Repairs to spalling, cracking, delamination, rusting shall be followed as per IRC:SP:40-1993.	15 days	IRC SP 40-1993 and MORTH Specification clause use 2800
		Delamination of concrete not more than 0.25 sq.m. Cracks wider than 0.3 mm not more than 1m aggregate length					
Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sqm, damage to solid apron (concrete apron) not more than 1 sqm	2 times in a year (before and after rainy season)	Condition survey as per IRC SP:35-1990	Repairs to damaged aprons and pitching	30 days after defect observation or 2 weeks before onset of rainy season whichever is earlier.	IRC: SP 40-1993 and IRC:SP:13-2004.	

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Bridges including ROB's Flyover etc. as applicable	Riding quality or user comfort	No pothole in wearing coat on bridge deck	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC or wearing coat	15 days	MORT&H Specification 2811
	Bumps	No bump at expansion joint	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC on either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment	15 days	MORT&H Specification 3004 & 2811.
Bridge Super Structure	User safety (condition of crash barrier and guardrail)	No damaged or missing stretch of crash barrier or pedestrian hand railing	Daily	Visual inspection and detailed condition survey as per IRC SP: 35-1990.	Repairs and replacement of safety barriers as the case may be	3 days	IRC: 5-1998, IRC SP: 84-2014 and IRC SP: 40-1993.
	Rusted reinforcement Spalling of concrete Delamination	Not more than 0.25 sq.m Not more than 0.50 sq.m Not more than 0.50 sq.m	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out the repairs to affected concrete portion with epoxy mortar / concrete.	15 days	IRC SP: 40-1993 and MORTH Specification 1600.
	Cracks wider than 0.30 mm	Not more than 1m total length	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Grouting with epoxy mortar, investigating causes for	48 Hours	IRC SP: 40-1993 and

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
					cracks development and carry out necessary rehabilitation.		MORTH Specification 2800.
	Rainwater seepage through deck slab	Leakage - nil	Quarterly	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Grouting of deck slab at leakage areas, waterproofing, repairs to drainage spouts	1 months	MORTH specifications 2600 & 2700.
	Deflection due to permanent loads and live loads	Within design limits.	Once every years for spans more than 40 m	Load test method	Carry out major rehabilitation works on bridge to retain original design load capacity	6 months	IRC SP: 51-1999.
	Vibrations in bridge deck due to moving trucks	Frequency of vibrations shall not be more than 5 Hz	Once more than 30m and every 10 years for spans between	Laser displacement sensors or laser vibro-meters	Strengthening structure of super	4 months	AASHTO LRFD specifications

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
			15 to 30 m				
	Leakage in Expansion joints	No damage to elastomeric sealant compound in strip seal expansion joint, no leakage of rain water through expansion joint in case of buried and asphalt plug and copper strip joint.	Bi-Annually	Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	Replace of expansion joint seal in	15 days	MORTH specifications 2600 and IRC SP: 40-1993.
	Debris and dust in strip seal expansion joint	No dust debris or in joint gap.	Monthly	Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	Cleaning of expansion joint gaps thoroughly	3 days	MORTH specifications 2600 and IRC SP: 40-1993.
	Drainage spouts	No down take pipe missing/broken below soffit of the deck slab. No silt, debris, clogging of drainage spout collection chamber.	Monthly	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Cleaning of drainage spouts thoroughly. Replacement of missing/broken down take pipes with a minimum pipe extension of 500mm below soffit of slab. Providing sealant around the drainagespout if any leakages observed.	3 days	MORTH specification n 2700.
					All the corroded reinforcement shall need		

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Bridge-substructure	Cracks/spalling of concrete/rusted steel	No cracks, spalling of concrete and rusted steel	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out repairs to substructure by grouting/guniting and micro concreting depending on type of defect noticed	30 days	IRC SP: 40-1993 and MORTH specification 2800.
	Bearings	Delamination of bearing reinforcement not more than 5%, cracking or tearing of rubber not more than 2 locations per side, no rupture of reinforcement or rubber	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	In case of failure of even one bearing on any pier/abutment, all the bearings on that pier/abutment shall be replaced, in order to get uniform load transfer on to bearings.	3 months	MORTH specification 2810 and IRC SP: 40-199.
Bridge Foundations	Scouring around foundations	Scouring shall not be lower than maximum scour level for the bridge	Bi-Annually	Condition survey and visual inspection as per IRC SP:35-1990 Using Mobile Bridge Inspection Unit. In case of doubt, use Underwater camera for inspection of deep wells in major Rivers.	Suitable protection works around pier/abutment	1 month	IRC SP: 40-1993, IRC 83-2014, MORTH specification 2500
	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3	2 times in a year (before and after rainy season)	Condition survey as per IRC SP:35- 1990	Repairs to damaged aprons and pitching.	30 days after defect observation or 2	IRC: SP 40-1993 and IRC: SP: 13- 2004.

Re-Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass to Vailoo section of NH-244 in the Union Territory using Innovative technology of Jammu & Kashmir using innovative technology on EPC mode.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		sq.m, damage to solidapron (concrete apron) not morethan1 sq.m				weeks before onset of rainy season whichever is earlier.	
<p><b>Note:</b>Any Structure during the entire contract period which is found that does not complies with all requirements of this Table will be prepared, rehabilitated or even reconstructed under the scope of thecontractor.</p>							

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Table 4: Maintenance Criteria for Hill Roads**

In addition to above, for hill roads the following provisions for maintenance is also to done.

Hill Roads		
(i)	Damage to Retaining wall/ Breast wall	7 (Seven) days
(ii)	Landslides requiring clearance	12 (Twelve) hours
(iii)	Snow requiring clearance	24 (Twenty-Four) hours

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

**A. Flexible Pavement**

Nature of Defect or deficiency		Time limit for repair/rectification
<b>(b) Granular earth shoulders, side slopes, drains and culverts</b>		
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (seven) days
(v)	Damage to or silting of culverts and side drains	7 (seven) days
(vi)	Desilting of drains in urban/semi- urban areas	24 (twenty-four) hours
(vii)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
<b>(c) Roadside furniture including road sign and pavement marking</b>		
(i)	Damage to shape or position, poor visibility or loss of retro-reflectivity	48 (forty-eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/ Once every year
(iii)	Damaged/missing signs road requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	7 (seven) days
<b>(d) Roadlighting</b>		
(i)	Any major failure of the system	24 (twenty-four) hours
(ii)	Faults and minor failures	8 (eight) hours
<b>(e) Trees and plantation</b>		
(i)	Obstruction in a minimum head- room of 5 m above carriageway or obstruction in visibility of road signs	24 (twenty-four) hours
(ii)	Removal of fallen trees from carriageway	4 (four) hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
<b>(f) Rest area</b>		
(i)	Cleaning of toilets	Every 4 (four) hours
(ii)	Defects in electrical, water and sanitary installations	24 (twenty-four) hours
<b>(g) [Toll Plaza]</b>		
<b>(h) Other Project Facilities and Approach roads</b>		

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

(i)	Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossings, [Traffic Aid Posts, Medical Aid Posts] and service roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobilecrane	4 (four) hours
<b>Bridges</b>		
<b>(a) Superstructure</b>		
(i)	Any damage, cracks, spalling/ scaling Temporarymeasures Permanentmeasures	within 48 (forty-eight) hours within 15 (fifteen) days or as specified by the Authority's Engineer
<b>(b) Foundations</b>		
(i)	Scouring and/or cavitation	15 (fifteen) days
<b>(c) Piers, abutments, return walls and wing walls</b>		
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
<b>(d) Bearings (metallic) ofbridges</b>		
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasingof metallic bearings once in a year
<b>(e) Joints</b>		
(i)	Malfunctioning of joints	15 (fifteen) days
<b>(f) Other items</b>		
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guidebunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
<b>(g) HillRoads</b>		
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours
(iii)	Snow requiring clearance	24 (twenty-four) hours

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Schedule - F**

(See Clause 4.1 (vii) (a))

**Applicable Permits**

**1. Applicable Permits**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### Schedule - G

(See Clauses 7.1 and 19.2)

### Annex-I

(See Clause 7.1)

### Form of Bank Guarantee

#### [Performance Security/Additional Performance Security]

MD,NHIDCL, New Delhi WHEREAS:

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

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

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

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

NOTES:

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

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

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

**Form for Guarantee for Advance Payment**

[MD,

NHIDCL, New Delhi] WHEREAS:

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

(A) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called "**Advance Payment**") equal to 10% (ten percent) of the Contract Price; and that the Advance Payment shall be made in two instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} instalment of the Advance Payment is Rs. ----- cr. (Rupees crore) and the amount of this Guarantee is Rs. ----- cr. (Rupees ----- crore) (the "**Guarantee Amount**")<sup>§</sup>.

(B) We, ..... through our branch at..... (the "**Bank**") have agreed to furnish this bank guarantee (hereinafter called the "**Guarantee**") for the Guarantee Amount.

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

The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

1. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Authority of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
2. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
3. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

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

#### NOTES:

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

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

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Annex – III**

*(Schedule - G)*

*(See Clause 7.5.v)*

**Form for Guarantee for Withdrawal of Retention Money**

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

WHEREAS:

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

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

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the National Highways & Infrastructure Development Corporation Limited (NHIDCL) , that the Contractor has committed default in the due and faithful performance of all or any of its obligations for under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court,

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

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

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

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

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

(Signature)

(Name)

(Designation) (Code

Number) (Address) NOTES:

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### Schedule - H

See Clauses 10.1 (iv) and 19.3

#### Contract Price Weightages

- 1.1 The Contract Price for this Agreement is **Rs. ....Crores**
- 1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
Road works including culverts, widening and repair of culverts.	Nil	<b>B.1 - Reconstruction/New 2-lane realignment/bypass (Flexible pavement)</b>	
		(1) Earthwork up to top of sub-grade	Nil
		(2) Sub-Base Course	Nil
		(3) Non-Bituminous Base Course	Nil
		(4) Bituminous Base Course	Nil
		(5) Wearing Coat	Nil
		<b>D - Re-Construction and New culverts on existing road, realignments, bypasses:</b>	
(1) Culverts (length < 6m)	Nil		
Minor Bridges/ Underpasses/Overpasses	100%	<b>A.1-Widening and repair of minor bridges (length &gt; 6m and &lt; 60m)</b>	
		Minor Bridges	Nil
		<b>A.2- New minor bridges</b>	
		<b>(i) Foundation +Sub- Structure:</b> On completion of the foundation work including foundations for wing and return walls, abutments, piers up to the abutment/pier cap.	33.58%
		<b>(ii) Super-structure:</b> On completion of the superstructure in all respects including wearing coat, bearings, expansion joints, handrails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	61.11%
		<b>(iii) Approaches:</b> On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	1.43%
<b>(iv) Dismantling of the Existing Bridges (at Bidhar) including removal of debris from river/nala</b>	3.88%		

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:**

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Table 1.3.1**

**Deleted**

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:

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

Where P= Contract Price

L = Total length in km

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

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

**1.3.2 Minor Bridges and Underpasses/Overpasses.**

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

**Table 1.3.2**

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
<b>A.1-Widening and repair of minor bridges</b>	Nil	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of widening & repair works of a minor bridge.
(length > 6m and < 60m)		
<b>A.2- New minor bridges</b>		
<b>(i) Foundation +Sub- Structure:</b> On completion of the foundation work including foundations for wing and return walls, abutments, piers up to the abutment/pier cap.	33.58%	<b>(i) Foundation +Sub- Structure:</b> Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges. Payment against foundation + sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation +substructure of each bridge subject to completion of at least two foundations along with sub-structure up to 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.
<b>(ii) Super-structure:</b> On completion of the superstructure in all respects including wearing coat, bearings, expansion joints, handrails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	61.11%	<b>(ii) Super-structure:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure of at least one span in all respects as specified in the column of "Stage of Payment" in this sub-clause.
<b>(iii) Approaches:</b> On completion of approaches including Retaining walls, stone pitching, protection works	1.43%	<b>(iii) Approaches:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

<b><u>Stage of Payment</u></b>	<b><u>Weightage</u></b>	<b><u>Payment Procedure</u></b>
<b>1</b>	<b>2</b>	<b>3</b>
complete in all respect and fit for use.		approaches in all respect as specified in the column of "Stage of Payment" in this sub-clause.
<b>(iv)</b> Dismantling of the Existing Bridges (at Bidhar) including removal of debris from river/nala	3.88%	<b>(iv) Dismantling</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of dismantling/removal of debris from river / nala in all respect as specified in the scope of bridge.

### 1.3.3 Major Bridge works, ROB/RUB and Structures.

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

**Table 1.3.3**  
**Deleted**

### 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**  
**Deleted**

## 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.

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Schedule - I**

(See Clause 10.2 (iv))

**Drawings**

**1. Drawings**

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

**2. Additional Drawings**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

## **Annex - I**

(Schedule - I)

### **List of Drawings**

1. The Project drawings, as defined in Clause 1.1, Definitions, Article 1, Definitions and Interpretation, Part-I: Preliminary, of the Contract Agreement shall consist:
  - (a) Working Drawings of all the components/elements of the Project as determined by Authority Engineer/Authority, and
  - (b) As-built drawings for the Project components/elements as determined by AE/Authority. As-built drawings shall be duly certified by Authority Engineer.
2. A minimum list of the drawings of the various components/elements of the Project and project facilities required to be submitted by the Contractor is given below:

#### **A. BRIDGE**

General Arrangement Drawing  
Detailed Drawings of Structures/Bridges

#### **B. ROAD (PLAN & PROFILE)**

Plan & Profile  
Cross Sections  
Drawings of horizontal alignment, vertical profile and cross sections  
Drawings of cross drainage works  
Drawings of traffic diversion plans and traffic control measures  
Drawings of road drainage measures  
Drawings of typical details slope protection measures  
Drawings of landscaping and horticulture  
Drawings of street lighting

#### **C. STANDARD DRAWINGS**

Detail of Mandatory Regulatory Signs  
Detail of Mandatory Regulatory Signs & Compulsory Direction Control and Other Signs  
Detail of Informatroy Signs  
Detail of Cautionary Signs-TS  
Detail of cautionary warning signs  
Detail of cautionary warning signs  
Details of route marking (chevron marking)  
Details of road marking  
Details of directional signs  
Details Toe drain  
Details of pitching, filtermaterial, chute drain and energy dissipation basin-std  
Details of double head metal beam crash barrier  
Details for 200meter 1 km & km post  
Detail for boundary stone & guard post  
Drain retaining wall & kerb  
Gabion wall

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

## **Schedule - J**

(See Clause 10.3 (ii))

### **Project Completion Schedule**

#### **1. Project Completion Schedule**

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

#### **2. Project Milestone-I**

(i) Project Milestone-I shall occur on the date falling on the **63<sup>rd</sup> (Sixty three) day** from the Appointed Date (the "Project Milestone-I").

(ii) Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 10% (ten per cent) of the Contract Price.

#### **3. Project Milestone-II**

(i) Project Milestone-II shall occur on the date falling on the **108<sup>th</sup> (One Hundred Eighth) day** from the Appointed Date (the "Project Milestone- II").

(ii) Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 35% (thirty-five per cent) of the Contract Price and should have started construction of all bridges.

#### **4. Project Milestone-III**

(i) Project Milestone-III shall occur on the date falling on the **153<sup>rd</sup> (One Hundred Fifty Three) day** from the Appointed Date (the "Project Milestone- III").

(ii) Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 70% (seventy per cent) of the Contract Price and should have started construction of all project facilities.

#### **5. Scheduled Completion Date**

(i) The Scheduled Completion Date shall occur on the **180<sup>th</sup> (Two Hundred and Eighty) day** from the Appointed Date.

(ii) On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

#### **6. Extension of time**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### **Schedule - K**

(See Clause 12.1 (ii))

#### **Tests on Completion**

#### **1. Schedule for Tests**

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

#### **2. Tests**

##### **A. Road and Bridge**

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

##### **B. Other Tests**

- (i) 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.
- (ii) 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.

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**4. Completion Certificate**

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

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

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

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Schedule - L**

(See Clause 12.2)

**Completion Certificate**

I, ..... (Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated(the "**Agreement**"), for Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir (the "**Project Highway**") on Engineering, Procurement and Construction (EPC) basis through(Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.

1 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the Project Highway is hereby declared fit for entry into operation on this the ..... day of ..... 20..., Scheduled Completed

Date for which was the ..... day of ..... 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority's Engineer by:

(Signature)

(Name) (Designation)(Address)

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### Schedule - M

(See Clauses 14.6, 15.2 and 19.7)

#### Payment Reduction for Non-Compliance

##### 1. Payment reduction for non-compliance with the Maintenance Requirements

- (i) Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Schedule-E.
- (ii) Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.
- (iii) The Authority's Engineer shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

##### 2. Percentage reductions in lump sum payments on monthly basis

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

S. No.	Item/Defect/Deficiency	Percentage
<b>(a)</b>	<b>Carriageway/Pavement</b>	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
<b>(b)</b>	<b>Road, Embankment, Cuttings, Shoulders</b>	
(i)	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, rain cuts, disturbed pitching, vegetation growth, pruning of trees	5%
<b>(c)</b>	<b>Bridges and Culverts</b>	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%
(iii)	Painting, repairs/replacement kerb, railings, parapets, guideposts/crash barriers	5%
<b>(d)</b>	<b>Roadside Drains</b>	
(i)	Cleaning and repair of drains	5%
<b>(e)</b>	<b>Road Furniture</b>	
(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5 <sup>th</sup> kmstones	5%
<b>(f)</b>	<b>Miscellaneous Items</b>	
(i)	Removal of dead animals, broken down/accidental vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
<b>(g)</b>	<b>Defects in Other Project Facilities</b>	5%

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

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

Where,

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

M1= Monthly lump-sum payment in accordance para 1.2 above of this Schedule M2= Monthly lump-sum payment in accordance para 1.2 above of this Schedule L1= Non-complying length L = Total length of the road,

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

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

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

## **Schedule - N**

(See Clause 18.1 (i))

### **Selection of Authority's Engineer**

#### **1. Selection of Authority's Engineer**

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

#### **2. Terms of Reference**

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

#### **3. Appointment of Government entity as Authority's Engineer**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

## Annex - I

(Schedule - N)

### Terms of Reference for Authority's Engineer

#### 1. Scope

These Terms of Reference (the "TOR") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated ..... (the "Agreement"), which has been entered into between the [name and address of the Authority] (the "Authority") and ..... (the "Contractor")<sup>#</sup> for Construction of composite Steel Girder bridge (Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

# - In case the bid of Authority's Engineer is invited simultaneously with the bid of EPC project, then the status of bidding of EPC project only to be indicated

(i) The TOR shall apply to construction and maintenance of the Project Highway.

#### 2. Definitions and interpretation

(i) The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

(ii) References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

(iii) The rules of interpretation stated in Article 1 of the Agreement shall apply, mutatis mutandis, to this TOR.

#### 3. General

(i) The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

(ii) The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:

(a) any Time Extension;

(b) any additional cost to be paid by the Authority to the Contractor;

(c) the Termination Payment; or

(d) issuance of Completion Certificate or

(e) any other matter which is not specified in (a), (b), (c) or (d) above and which creates a financial liability on either Party.

(iii) The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.

(iv) The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2.

(v) The Authority's Engineer shall aid and advise the Authority on any proposal for Change of

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

Scope under Article 13.

- (vi) In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

#### **4. Construction Period**

- (i) During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geotechnical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1 (vi). The Authority's Engineer shall complete such review and approval and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- (ii) The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- (iii) The Authority's Engineer shall review and approve the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty one) days stating the modifications, if any, required thereto.
- (iv) The Authority's Engineer shall complete the review and approve of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- (v) The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.
- (vi) The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.
- (vii) The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- (viii) The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- (ix) For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4 (ix), the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

Industry Practice for quality assurance.

- (x) The Authority's Engineer shall test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- (xi) The timing of tests referred to in Paragraph 4 (ix), and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- (xii) In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- (xiii) The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.
- (xiv) In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- (xv) The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2.
- (xvi) Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- (xvii) In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- (xviii) The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate, as the case may be. For carrying out its functions under this Paragraph 4 (xviii) and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

## **5. Maintenance Period**

- (i) The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.
- (ii) The Authority's Engineer shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

Inspection Report to the Authority and the Contractor.

- (iii)The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.
- (iv)In respect of any defect or deficiency referred to in Paragraph 3 of Schedule- E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- (v) The Authority's Engineer shall examine the request of the Contractor for closure of any lane(s) of the Project Highway for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause14.5.

#### **6. Determination of costs and time**

- (i) The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- (ii) The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- (iii)The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause18.5.

#### **7. Payments**

- (i) The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2 (iv)(d).
- (ii) Authority's Engineer shall-
  - (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
  - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.
- (iii)The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.
- (iv)The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause19.16.

#### **8. Other duties and functions**

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

#### **9. Miscellaneous**

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

- (i) A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
- (ii) The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- (iii) Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.
- (iv) The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
- (v) The Authority's Engineers shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### **Schedule - O**

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

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

##### **1. Stage Payment Statement for Works**

The Stage Payment Statement for Works shall state:

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

##### **2. Monthly Maintenance Payment Statement**

The monthly Statement for Maintenance Payment shall state:

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

##### **3. Contractor's claim for Damages**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### **Schedule - P**

(See Clause 20.1)

#### **Insurance**

##### **1. Insurance during Construction Period**

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

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

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

##### **3. Insurance against injury to persons and damage to property**

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

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

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

##### **4. Insurance to be in joint names**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

### **Schedule-Q**

(See Clause 14.10)

#### **Tests on Completion of Maintenance Period**

**1. Riding Quality test**

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

**2. Visual and physical test**

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

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

**Schedule-R**

(See Clause 14.10)

**Taking Over Certificate**

I, ..... (Name and designation of the Authority's Representative) under and in accordance with the Agreement dated ..... (the "**Agreement**"), for Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir (the "**Project Highway**") on Engineering, Procurement and Construction (EPC) basis through (Name of Contractor), hereby certify that the Tests on completion of Maintenance Period in accordance with Article 14 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I hereby certify that the Authority has taken over the Project highway from the Contractor on this day.....

SIGNED, SEALED AND DELIVERED

(Signature)

(Name and designation of Authority's Representative)

(Address)

ReConstruction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

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