

National Highways & Infrastructure Development Corporation Limited



**ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC)
AGREEMENT & TECHNICAL SCHEDULES**

FOR

“Construction of Bi-directional Tunnel at “Km 83” of Length 495 m including approaches road of 664 m and a Major Bridge of 110 m from Km 82+675 to Km 82+925 on NH-244 in Jammu & Kashmir on EPC mode”.

ON

ENGINEERING, PROCUREMENT & CONSTRUCTION (EPC) MODE

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION
LTD**

(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)

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PART I
PRELIMINARY

Engineering, Procurement and Construction Agreement

THIS AGREEMENT¹ is entered into on this the day of, 20.....

Between

[NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL), a company under the Ministry of Road Transport & Highways (MoRT&H, represented by its Managing Director, NHIDCL, PTI Building, Parliament Street, New Delhi-110001] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part**;

And

<insert name of party>,² the selected bidder³ having its registered office at <insert registered office address of the party>, (hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Other Part**.

Whereas:

- A. The Government of India had entrusted to the Authority the development, maintenance and management of road tunnel and it’s approaches at Chainage-83 on Doda Kishtwar Highway Road section of NH-244 portion in the State of Jammu and Kashmir.
- B. The Authority resolved to [rehabilitate and augment the existing road from km 82.617 to km 83.842 (existing length approximately 1.225 km) on the Doda Kishtwar Highway Road section of National Highway No. 244 (hereinafter called the “NH -244”) in the State of Jammu and Kashmir by 2-Laning on Engineering, Procurement, Construction (“EPC”) basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.
- C. The Authority accordingly invited the proposals (the “Request for Proposals” or “RFP”) from the eligible bidders as per the technical and commercial terms and conditions prescribed in the RFP for undertaking the Project.
- D. After evaluation of the bids received, the Authority accepted the bid of the selected bidder and issued its Letter of Acceptance No. dated (hereinafter called the “LOA”) to the selected bidder for [rehabilitation and augmentation of the above section of [NH 244] at the Contract Price specified hereinafter, requiring the selected bidder to inter alia:
 - 1. to give his consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;
 - 2. submit Performance Security and Additional Performance Security (if any) as per RFP requirements, and
 - 3. execute this Agreement within 30 (thirty) days of the date of issue of LOA.
- E. The Contractor has fulfilled the requirements specified in Recital (D) above;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

(i) The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

(ii) In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Advance Payment” shall have the meaning set forth in Clause 19.2; **“Affected Party”** shall have the meaning set forth in Clause 21.1;

“Affiliate” means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto, or any supplementary agreement made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by the GOI or the State Government including rules, regulations and notifications made there under, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Agreement;

“Appointed Date” means the date declared by the Authority as the project commencement date with the consent of the contractor, as per the process prescribed in Article 3 and 8 of this Agreement;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996, with all its subsequent amendments;

“Authority” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Authority Default” shall have the meaning set forth in Clause 23.2; **“Authority’s Engineer”** shall have the meaning set forth in Clause 18.1;

“Authority Representative” means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or

persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

“Bank” means a bank incorporated in India and recognized by the Reserve Bank of India

“Base Rate” means the floor rate of interest announced by the State Bank of India for all its lending operations;

“Base Date” means the last date of the calendar month, which precedes the Bid Due Date by at least 28 (twenty eight) days;

“Bid” means the documents in their entirety comprised in the bid submitted by the [selected bidder/ Joint venture] in response to the Request for Proposal in accordance with the provisions thereof;

“Bid Security” means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

“Change in Law” means the occurrence of any of the following after the Base Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not come into effect until the Base Date; or
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date.

“Change of Scope” shall have the meaning set forth in Article 13;

“Change of Scope Notice” shall have the meaning set forth in Clause 13.2 (i); **“Change of Scope Request”** shall have the meaning set forth in Clause 13.2 (ii); **“Change of Scope Order”** shall have the meaning set forth in Clause 13.2 (iv); **“Completion Certificate”** shall have the meaning set forth in Clause 12.2; **“Construction”** shall have the meaning set forth in Clause 1.2 (f);

“Construction Period” means the period commencing from the Appointed Date and ending on the date of the Completion Certificate;

“Construction Zone” shall have the meaning set forth in Clause 8.3 (i); **“Contract Price”** means the amount specified in Clause 19.1 (i);

“Contractor” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Contractor Default” shall have the meaning set forth in Clause 23.1;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement; provided

that if the cure of any breach default by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority or the Authority's Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Authority's Engineer to accord their approval;

"Damages" shall have the meaning set forth in paragraph (w) of Clause 1.2;

"Defect" means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards, and in the case of Maintenance, means any Defect or deficiency which is specified in Schedule-E;

"Defects Liability Period" shall have the meaning set forth in Clause 17.1; **"Dispute"** shall have the meaning set forth in Clause 26.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 26;

"Drawings" means all of the drawings, calculations and documents pertaining to the Project Highway as set forth in Schedule-I, and shall include 'as built' drawings of the Project Highway;

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Emergency" means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project Highway, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project Highway, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss to payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Highway, where applicable herein but excluding utilities referred to in Clause 9.1;

"EPC" means engineering, procurement and construction;

"Final Payment Certificate" shall have the meaning set forth in Clause 19.15; **"Final Payment Statement"** shall have the meaning set forth in Clause 19.13;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 21.1;

"GAD" or "General Arrangement Drawings" shall have the meaning set forth in Clause 3.1 (iii) (b);

"GOI" or "Government" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including panchayat under the

control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Highway or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

“Handover Memorandum” shall have the meaning set forth in Clause 8.2; **“IRC”** means the Indian Roads Congress;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 25;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 25;

“Indirect Political Event” shall have the meaning set forth in Clause 21.3;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurance taken out by the Contractor pursuant to Article 20, and includes all insurances required to be taken out by the Contractor under Clauses 20.1 and 20.9 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Interim Payment Certificate” or **“IPC”** means the interim payment certificate issued by the Authority’s Engineer for payment to the Contractor in respect of Contractor’s claims for payment raised in accordance with the provisions of this Agreement;

“Joint Venture” means the group of entities which have come together for implementation of this Project;

“Lead Member” shall, in the case of a joint venture, mean the member of such joint venture who shall have the authority to bind the contractor and each member of the Joint venture; and shall be deemed to be the Contractor for the purposes of this Agreement; the Lead Member shall itself undertake and perform at least 51% (fifty one per cent) of the total length of the Project Highway;

“LOA” or **“Letter of Acceptance”** means the letter of acceptance issued by the Authority as referred to in Recital (D);

“Maintenance” means the maintenance of the Project Highway as set forth in Article 14 for the period specified therein; **“Maintenance Inspection Report”** shall have the meaning set forth in Clause 15.2; **“Maintenance Manual”** shall have the meaning ascribed to it in Clause 10.7; **“Maintenance Programme”** shall have the meaning set forth in Clause 14.3; **“Maintenance Period”** shall have the meaning set forth in Clause 14.1; **“Maintenance Requirements”** shall have the meaning set forth in Clause 14.2;

“Major Bridge” means a bridge having a total length of more than 60 (sixty) metres between the inner faces of the dirt walls as specified in IRC:5;

“Manual” shall mean the Manual of Standards and Specifications for Project Highways;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of

either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Materials” comprise of all the supplies used by the Contractor used in the Works or for the maintenance of the Project Highway;

“Monthly Maintenance Statement” shall have the meaning set forth in Clause 19.6;

“MORTH” means the Ministry of Road Transport and Highways or any substitute thereof dealing with Highways;

“Non-Political Event” shall have the meaning set forth in Clause 21.2;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Performance Security” and **“Additional Performance Security”** shall have the meaning set forth in Clause 7.1;

“Plant” means the apparatus and machinery intended to form or forming part of the works of the Works;

“Political Event” shall have the meaning set forth in Clause 21.4; **“Programme”** shall have the meaning set forth in Clause 10.1 (iii);

“Project” means the construction and maintenance of the Project Highway in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“Project Assets” means all physical and other assets relating to (a) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road over-bridges, drainage works, traffic signals, sign boards, kilometre-stones, [toll plaza(s)], electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; and (b) Project Facilities situated on the Site;

“Project Completion Date” means the date on which the Completion Certificate is issued;

“Project Completion Schedule” means the progressive Project Milestones set forth in Schedule-J for completion of the Project Highway on or before the Scheduled Completion Date;

“Project Facilities” means all the amenities and facilities situated on the Site, as described in Schedule-C;

“Project Highway” means the Site comprising the existing road {, proposed bypasses and tunnels} forming part of [NH-** from km ** to km **] and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

“Project Milestone” means the project milestone set forth in Schedule-J; **“Proof Consultant”** shall have the meaning set forth in Clause 10.2;

“Quality Assurance Plan” or **“QAP”** shall have the meaning set forth in Clause 11.2;

“Re.”, **“Rs.”** or **“Rupees”** or **“Indian Rupees”** or **“INR”** means the lawful currency of the Republic of India;

“Request for Proposals” or **“RFP”** shall have the meaning set forth in Recital ‘C’; **“Retention Money”** shall have the meaning set forth in Clause 7.5;

“Right of Way” means and refers to the total land required and acquired for the project, both in its width and length, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction and maintenance of the Project Highway in accordance with this Agreement;

“Safety Consultant” shall have the meaning set forth in Clause 10.1; **“Scheduled Completion Date”** shall be the date set forth in Clause 10.3;

“Scheduled Construction Period” means the period commencing from the Appointed Date and ending on Scheduled Completion Date;

“Scope of the Project” shall have the meaning set forth in Clause 2.1; **“Section”** means a part of the Project Highway;

“Site” shall have the meaning set forth in Clause 8.1;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Highway, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Highway submitted by the Contractor to, and expressly approved by, the Authority;

“Stage Payment Statement” shall have the meaning set forth in Clause 19.4; **“Structures”** means an elevated road or a flyover, as the case may be;

“Sub-contractor” means any person or persons to whom a part of the Works or the Maintenance has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

“Suspension” shall have the meaning set forth in Article 22;

“Taking Over Certificate” shall have the meaning set forth in Clause 14.10;

“Taxes” means any Indian taxes including GST, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, Materials, equipment and services incorporated in and forming part of the Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Termination” means the expiry or termination of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“Termination Payment” means the amount payable by either Party to the other upon Termination in accordance with Article 23;

“Terms of Reference” or “TOR” shall have the meaning set forth in Clause 18.2;

“Tests” means the tests set forth in Schedule-K to determine the completion of Works in accordance with the provisions of this Agreement;

“Time Extension” shall have the meaning set forth in Clause 10.5;

“User” means a person who travels or intends to travel on the Project Highway or any part thereof in/on any vehicle;

“Valuation of Unpaid works” shall have the meaning set forth in Clause 23.5;

“Works” means all works including survey and investigation, design, engineering, procurement, construction, Plant, Materials, maintenance, temporary works and other things necessary to complete the Project Highway in accordance with this Agreement; and

“WPI” means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

1.2 Interpretation

- (i) In this Agreement, unless the context otherwise requires,
- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
 - (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
 - (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
 - (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
 - (f) references to “construction” or “building” include, unless the context otherwise requires, survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the Project Highway, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and “construct” or “build” shall be construed accordingly;
 - (g) references to “development” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto during the Construction Period, and “develop” shall be construed accordingly;
 - (h) any reference to any period of time shall mean a reference to that according to Indian standard time;
 - (i) any reference to day shall mean a reference to a calendar day;
 - (j) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;

- (k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (m) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- (q) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (r) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Authority’s Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Authority’s Engineer, as the case may be, in this behalf and not otherwise;
- (u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- (w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the

“Damages”); and

- (x) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence.
- (ii) Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.
- (iii) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- (iv) Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

- (i) This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
 - (a) this Agreement; and all other agreements and documents forming part hereof or referred to herein; i.e. this Agreement at (a) above shall prevail over the agreements and documents at (b).
- (ii) Subject to the provisions of Clause 1.4 (i), in case of ambiguities or discrepancies within this Agreement, the following shall apply:
 - (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
 - (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
 - (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
 - (f) between any value written in numerals and that in words, the latter shall prevail.

1.5 Joint and several liability

- (i) If the Contractor has formed a Joint Venture of two or more persons for implementing the Project:
 - (a) these persons shall, without prejudice to the provisions of this Agreement or any other agreement, be deemed to be jointly and severally liable to the Authority for the

- performance of the Agreement; and
- (b) the Contractor shall ensure that no change in the composition of the Joint Venture is effected without the prior consent of the Authority.
- (ii) Without prejudice to the joint and several liability of all the members of the Joint Venture, the Lead Member shall represent all the members of the Joint Venture and shall always be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or be held liable for the inter se allocation of payments among members of the Joint venture.
-

PART II
SCOPE OF PROJECT

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

Under this Agreement, the scope of the Project (the “**Scope of the Project**”) shall mean and include:

- (a) construction of the Project Highway on the Site set forth in Schedule- A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;
- (b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and
- (c) performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

ARTICLE 3

OBLIGATIONS OF THE AUTHORITY

3.1 Obligations of the Authority

- (i) The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
 - (ii) The Authority shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works.
 - (iii) The Authority shall, upon submission of the Performance Security as per the RFP by the Contractor, shall provide to the Contractor:
 - (a) No less than 90% (ninety per cent) of the required Right of Way of the Construction Zone of total length of the Project Highway within a period of 30 (thirty) days from the date of this Agreement, which shall be in contiguous stretches of length not less than 5 (five) kilometre.
 - (b) Deleted
and
 - (c) all environmental clearances as required under Clause 4.3.
 - (iv) Delay in providing the Right of Way or approval of GAD by railway authorities, as the case may be, in accordance with the provisions of Clause 3.1 (iii) shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. For the avoidance of doubt, the Parties agree that the Damages for delay in approval of GAD by the railway authorities for a particular road over-bridge/ under-bridge shall be deemed to be equal to the Damages payable under the provisions of Clause 8.3 for delay in providing Right of Way for a length of 2 (two) kilometre for each such road over-bridge/ under-bridge.
 - (v) Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 3.1 (iv), 8.3 and 9.5 shall not exceed 1% (one per cent) of the Contract Price. For the avoidance of doubt, the Damages payable by the Authority under the aforesaid Clauses shall not be additive if they arise concurrently from more than one cause but relate to the same part of the Project Highway.
- Both the parties agree that payment of such Damages shall be full and final settlement of all claims of the Contractor and such compensation shall be the sole remedy against delays of the Authority and both parties further agree that the payment of Damages shall be the final cure for the Contractor against delays of the Authority, without recourse to any other payments
- (vi) The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- (a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;
- (b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable than those generally available to commercial customers receiving substantially equivalent services;
- (c) procure that no barriers that would have a material adverse effect on the works are erected or placed on or about the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
- (d) not do or omit to do any act, deed or thing which may in any manner violate any provisions of this Agreement;
- (e) support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement; and
- (f) upon written request from the Contractor and subject to the provisions of Clause 4.3, provide reasonable assistance to the Contractor and any expatriate personnel of the Contractor or its Sub-contractors to obtain the applicable visas and the requisite work permits for the purposes of discharge by the Contractor or its Sub-contractors of their obligations under this Agreement and the agreements with the Sub-contractors.

3.2 Maintenance obligations prior to the Appointed Date

The Authority shall, prior to the Appointed Date, maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 10 (ten) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof. For the avoidance of doubt, the Authority shall undertake only routine maintenance prior to the Appointed Date, and it shall undertake special repairs only in the event of excessive deterioration or damage caused due to unforeseen events such as floods or earthquake.

3.3 Environmental Clearances

The Authority represents and warrants that the environmental clearances required for construction of the Project shall be procured by the Authority prior to the date of issue of LOA. For the avoidance of doubt, the present status of environmental clearances is specified in Schedule-A.

3.4 Deemed Termination upon delay

Without prejudice to the provisions of Clause 8.3, and subject to the provisions of Clause 7.3, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within 90 days of signing of the Agreement and submission of the full Performance Security by the Contractor, the Agreement shall be deemed to have been terminated. The Authority shall pay damages to the Contractor equivalent to 1% of the Contract Price (3% in case of standalone bridge projects). All other rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased. The Contractor shall hand over all information in relation to the Highway, including but not limited to any data, designs, drawings, structures, information, plans, etc. prepared by them for the Highway, to the Authority.

ARTICLE 4**OBLIGATIONS OF THE CONTRACTOR****4.1 Obligations of the Contractor**

- (i) Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- (ii) The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- (iii) Subject to the provisions of Clauses 4.1 (i) and 4.1 (ii), the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- (iv) The Contractor shall remedy any and all loss, defects, or damage to the Project Highway from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss, defect, or damage shall have arisen from any wilful default or neglect of the Authority.
- (v) The Contractor shall remedy any and all loss, defect or damage to the Project Highway during the Defects Liability Period at the Contractor's cost to the extent that such loss, defect or damage shall have arisen out of the reasons specified in Clause 17.3.
- (vi) The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1 (ii), save and except to the extent that any such loss or damage shall have arisen on account of any wilful default or neglect of the Authority or on account of a Force Majeure Event.
- (vii) The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in Schedule-F and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project Highway;
 - (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;
 - (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;
 - (e) not do or omit to do any act, deed or thing which may in any manner violate any provisions of this Agreement;
 - (f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
 - (g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;
 - (h) keep, on Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope orders and other communications given under this Agreement. The Authority's Engineer and its

authorised personnel shall have the right of access to all these documents at all reasonable times;

- (i) cooperate with other contractors employed by the Authority and personnel of any public authority; and
 - (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others.
- (viii) The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works. The Contractor shall provide all necessary superintendence of the Works for the proper fulfilling of the Contractor's obligations under the Agreement. Such superintendence shall be given by competent person having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.
- (ix) The Contractor shall obtain and maintain a project related bank account operational at site where all transactions related to the payment of work will be done. The Contractor shall submit a monthly account statement and a detailed report on utilization of funds transferred to this project related bank account to Authority's Engineer. Notwithstanding anything contrary to this agreement, the authority, in the interest and to ensure timely completion of the work, reserves the right to audit such bank accounts to ensure that there is no diversion of funds from this project specific account to any other project being implemented by the Contractor.
- (x) The Contractor shall provide the documents of the Contractor specified in the Agreement, and all Contractors' personnel; Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for the execution, completion of Works and remedying defects.
- (xi) The Contractor shall perform the Works in conformity with the Project requirements and other requirements and standards prescribed under or pursuant to the Agreement.
- (xii) The Contractor shall carry out such work incidental and contingent to the original Scope of the Project to comply with Good Industry Practices.
- (xiii) The Contractor shall maintain required staff and necessary Contractor's equipment and materials within the reach of the Site during the Defects Liability Period so that any defects arising are promptly attended.

4.2 Obligations relating to sub-contracts and any other agreements

- (i) The Contractor, whether Joint Venture or sole, shall not sub-contract any Works in more than **49% (forty nine per cent)** of the Contract Price and shall carry out Works directly under its own supervision and through its own personnel and equipment in **at least 51% (fifty one per cent)** of the Contract Price. Further, in case the Contractor is a Joint Venture, then the Lead Member shall carry out Works directly through its own resources (men, material and machines etc.) in **at least 51% (fifty one per cent)** of total length of the Project Highway. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. For the avoidance of doubt, the Parties agree that the Contractor may sub-divide the aforesaid length of **51% (fifty one per cent)** in no more than 5 (five) sections of the Project Highway. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor.
- (ii) In the event any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five percent) of the Contract Price, the Contractor shall communicate the name and particulars, including the relevant experience of the Sub-contractor, to the Authority prior to entering into any such sub-contract. The Authority

shall examine the particulars of the Sub- contractor from the national security and public interest perspective and may require the Contractor, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, not to proceed with the sub-contract, and the Contractor shall comply therewith.

- (iii) In the event any sub-contract referred to in Clause 4.2 (ii) relates to a Sub- contractor who has, over the preceding 3 (three) years, not undertaken at least one work of a similar nature with a contract value exceeding 40% (forty per cent) of the value of the sub-contract to be awarded hereunder, and received payments in respect thereof for an amount equal to at least such 40% (forty per cent), the Authority may, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, require the Contractor not to proceed with such sub-contract, and the Contractor shall comply therewith without delay or demur.
- (iv) It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability under this Agreement. However, in case of non-compliance of the Contractor towards his obligations for payments to the approved Sub-contractor(s), which is likely to affect the progress of works, the authority reserves the right to intervene and direct the Contractor to release such outstanding payments to approved Sub-contractor(s) out of the payments due for the completed Works in the interest of work.

4.3 Employment of foreign nationals

The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Sub-contractors and their sub- contractors shall be subject to grant of requisite regulatory permits and approvals including employment/ residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall always rest with the Contractor. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub- contractors or their sub-contractors shall not constitute a Force Majeure Event, and shall not in any manner excuse the Contractor from the performance and discharge it of its obligations and liabilities under this Agreement, and the Contractor's liabilities hereunder shall remain unaffected by such failure, refusal or inability.

4.4 Contractor's personnel

- (i) The Contractor shall ensure that the personnel engaged by it or by its Sub- contractors in the performance of its obligations under this Agreement are at all times appropriately and adequately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice. The Contractor will try to hire at least 10% (ten percent) trained workmen as per the National Skills Qualifications Framework. If necessary, the requisite workmen may be got trained by the Contractor at his cost through authorized training centres of the Directorate General of Training (DGT). The Contractor will organize training at project site/ sites for the trainees as and when required as per the training schedule finalized in consultation with the training centres. The trainees shall be paid stipend by the Contractor (subject to a maximum of Rs. 15,000/- per person) on the basis of minimum wages to compensate for loss of income during the training period.
- (ii) The Authority's Engineer may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Provided that any such direction issued by the Authority's Engineer shall specify the reasons for the removal of such person. The Contractor shall on receiving such a direction from the Authority's Engineer order for the removal of such person or persons with immediate effect. It shall be the duty of the Contractor to ensure that such persons are evicted from the Site within 10 (ten) days of any such direction being issued in pursuance of Clause 4.4 (ii). The Contractor shall further ensure that such persons have no further connection with

the Works or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) a replacement.

4.5 Advertisement on Project Highway

The Project Highway or any part thereof shall not be used in any manner to advertise any commercial product or services.

4.6 Contractor's care of the Works

The Contractor shall bear full risk in, and take full responsibility for, the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Completion Certificate, save and except to the extent that any such loss or damage shall have arisen from any wilful default or gross neglect of the Authority.

4.7 Electricity, water and other services

The Contractor shall be responsible for procuring of all utilities as may be required, including without limitation, adequate power, water and other services.

4.8 Unforeseeable difficulties

Except as otherwise stated in the Agreement:

- (a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- (b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and
- (c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

4.9 Co-ordination of the Works

- (i) The Contractor acknowledges that in addition to the Agreement, it is also aware of terms of the other Project contracts and other agreements the Authority has negotiated and entered into for performance of its obligations under the Agreement (copies of other contracts and other agreements are made available to the Contractor from time to time) and that the Contractor is fully aware of the consequences to the Authority which would or are likely to result from a breach by the Contractor of its obligations under the Agreement. In the event the actions of the Contractor result in the breach by the Authority of any or all of the other Project contracts and such breach imposes any liability on the Authority, the Contractor shall: (a) undertake all steps as may be possible to mitigate or neutralize the liability that has arisen, and (b) indemnify the Authority against any such liability and compensate the Authority to that extent.
- (ii) The Contractor shall be responsible for the co-ordination and proper provision of the Works, including co-ordination of other Contractors or Sub-contractors for the Project. The Contractor shall co-operate with the Authority in the co-ordination of the Works with the works under the other Project contracts. The Contractor shall provide all reasonable support for carrying out their work to:
 - (a) any other contractors employed by the Authority;
 - (b) the workmen of the Authority;
 - (c) the workmen of any Governmental Instrumentality who may be employed in the execution of work on or near the Site; and
 - (d) such other persons as is required in the opinion of the Authority for successful completion of the Project.

4.10 Environmental Measures

- (i) The Contractor agrees to conduct its activities in connection with the Agreement in such a manner so as to comply with the environmental requirements which includes, inter alia, all

the conditions required to be satisfied under the environmental clearances and applicable law, and assumes full responsibility for measures which are required to be taken to ensure such compliance.

4.11 Site Data

- (i) The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before entering into the Agreement in all material respects including but not limited to:
 - (a) the form and nature of the Site (including, inter-alia, the surface and sub- surface conditions and geo-technical factors);
 - (b) the hydrological and climatic conditions;
 - (c) the extent and nature of the works already completed and Materials necessary for the execution and completion of the Works and the remedying of any defects that includes already executed part also.
 - (d) the suitability and the adequacy of the Site for the execution of the Works;
 - (e) the means of access to the Site and the accommodation the Contractor may require;
 - (f) arranging permits as required as per [.] of the Agreement.
 - (g) the requirements of operation and maintenance; and
 - (h) all other factors and circumstances affecting the Contractor's rights and obligations under the Agreement, the Contract Price and Time for Completion.

4.12 Sufficiency of Contract Price

The Contractor shall have satisfied itself as to the correctness and sufficiency of the Contract Price. The Contract Price shall cover all its obligations under the Agreement, in addition to all risks the Contractor has agreed to undertake under the Agreement, including those associated with the performance of its obligations under the Agreement and all things necessary for the provision of the Works in a manner satisfactory to the Authority and in accordance with this Agreement.

4.13 Clearance of the Site

During the provision of the Works, and as a pre-condition to the issue of the Taking- Over Certificate, the Contractor shall clear away and remove from the Site, all Contractor's equipment, surplus material, wreckage, rubbish and temporary Works, and shall keep the Site free from all unnecessary obstructions, and shall not store or dispose of any Contractor's equipment or surplus materials on the Site. The Contractor shall promptly clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required and leave the Site and the Works in a clean and safe condition to the sole satisfaction of the Authority.

ARTICLE 5**REPRESENTATIONS AND WARRANTIES****5.1 Representations and warranties of the Contractor**

- (i) The Contractor represents and warrants to the Authority that:
 - (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - (b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable against it in accordance with the terms hereof;
 - (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
 - (e) the information furnished in the Bid, Request for Qualification and Request for Proposals or otherwise and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
 - (f) the execution, delivery and performance of this Agreement will not conflict with, or result in the breach of, or constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
 - (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
 - (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
 - (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
 - (j) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
 - (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

- (l) nothing contained in this Agreement shall create any contractual relationship or obligation between the Authority and any Sub- contractors, designers, consultants or agents of the Contractor;
 - (m) it is adequately financed has the requisite knowledge, expertise, technical know-how, experience, resources, infrastructure, licenses, patents, copy rights, for designing, supplying/ procuring the goods and materials, and for providing the installation and construction services required for completing the construction of the Project Facilities; and
- (ii) it represents the Authority that:
- (a) it owns or has the right to use all “Intellectual Property” necessary to perform the contractual obligations and to carry on the Works without conflict with the right of others;
 - (b) All intellectual property rights necessary to perform the contractual obligations and to carry on the Works are in full force and effect and are vested in, and beneficially owned by the Contractor, and are free from encumbrances.
 - (c) None of the intellectual property rights is being used, claimed, or posed or attacked by any other person, nor does the use of such intellectual property rights or any part of them infringe the intellectual property rights owned or enjoyed by any third party.
 - (d) None of the intellectual property rights owned or used by the Contractor is the subject of any claim, opposition, attack, assertion or other arrangement of whatsoever nature which does or may impinge upon their use, validity, enforceability or ownership by the Parties, and there are no grounds or other circumstances which may give rise to the same.
 - (e) No licenses or registered user or other rights have been granted or agreed to be granted to any third party in respect of such intellectual property rights.
 - (f) No act has been done or has been omitted to be done to entitle any authority or person to cancel, forfeit or modify any intellectual property rights.
 - (g) The Contractor shall notify the Authority of any adverse use of the intellectual property rights or confusingly or deceptively similar to the intellectual property rights.
 - (h) The Contractor shall recognize the Authority’s ownership and title to the intellectual property rights and shall not at any time, either directly or indirectly, put to issue the validity or ownership of the intellectual property rights and it will not do any act or thing, either directly or indirectly, which in anyway impairs the validity and ownership of the intellectual property rights.
 - (i) The Contractor shall, promptly execute, acknowledge and deliver all documents which are requested by Authority to record with appropriate governmental agencies and authorities the fact that the Authority has the right to the use of the said intellectual property rights.
 - (j) The Contractor shall not, for any reason, object to, or interfere in any way with the ownership, registration or use of the intellectual property rights by the Authority (or its licensee or assigns) for any purpose whatsoever.
- (iii) The Contractor is fully aware that the Agreement is inter linked with the other Project contracts and the non-performance or deficient performance or default by the Contractor and/or any of the Contractor’s personnel or Subcontractors under one among the said contracts will have bearing on the other contracts and the evaluation of the Contractor’s performance under the Agreement and the Project itself.
- (iv) If at any time during the Defects Liability Period any item of the Works or Project Facilities or any part thereof, do not conform to the Authority requirements and Specifications and Standards, on being so notified by the Authority, the Contractor shall promptly

rectify/remedy such nonconformity to the satisfaction of the Authority solely at the Contractor's expense; failing which the Authority may reject or revoke Taking-Over Certificate, and the Authority may proceed to correct the Contractor's nonconforming Work by the most expeditious means available, the costs of which shall be to the Contractor's account; or the Authority may retain the non-conforming Work and an equitable adjustment reducing the total Contract Price to reflect the diminished value of such non-conforming Work will be made by written amendment.

- (v) In addition to the other warranties, the Contractor represents and warrants as follows:
- (a) The Contractor has (or, if the technology does not currently exist, will have granted at the time of passing to The Employer) in and to the technology used in the equipment, materials, goods, Works, Contractor's documents, Drawings and Manuals ("**Technology**") -
 - i. all right, title and interest free of any lien, claim or restriction; and
 - ii. right to grant to the Authority the right to use the Technology for the purpose of this contract, free of any lien, claim or restriction and on the terms of license as required.
 - (b) The Contractor has granted (or, if the technology does not currently exist, will grant at the time of passing to the Authority the property and title in and to the equipment, materials, goods, Works, spares, Contractor's documents, Drawings and Manuals in which it is used) to the Authority the right to use the Technology, free of any lien, claim or restriction.
- (vi) In addition to the other Warranties, the Contractor represents and warrants as follows:
- (a) No Technology contains any worm (i.e., a program that travels from one computer to another computer but does not attach itself to the operating system of the computer it enters), virus (i.e., a program that travels from one computer to another computer that attaches itself to the operating system it enters) or self-destruct capability.
 - (b) The Technology will not abnormally end or provide invalid or incorrect results as a result of date-dependent data.
 - (c) The Technology can accurately recognize, manage, accommodate, and manipulate date-dependent data, including single and multi-century formulas and leap years.
- (vii) No criminal proceedings instituted against any of the employees or Directors of the Contractor.
- (viii) Till date the services of the Contractor has not been terminated by any person for any breach or non-performance or negligence by the Contractor.

5.2 Representations and warranties of the Authority

The Authority represents and warrants to the Contractor that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality

which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

- (f) it has complied with Applicable Laws in all material respects;
- (g) it has good and valid right to the Site and has the power and authority to grant the Right of Way in respect thereof to the Contractor; and
- (h) it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 90% (ninety per cent) of the total length of the Project Highway.

5.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 6
DISCLAIMER

6.1 Disclaimer

- (i) The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 3.1 and Clause 5.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard.
- (ii) The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price.
- (iii) The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1 (i) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date.
- (iv) The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 6.1 (i) above shall not vitiate this Agreement or render it voidable.
- (v) In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 6.1 (i) above, that Party shall immediately notify the other Party, specifying the mistake or error.
- (vi) Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Authority shall not be liable in any manner for such risks or the consequences thereof.

PART III
CONSTRUCTION AND MAINTENANCE

ARTICLE 7

PERFORMANCE SECURITY

7.1 Performance Security

- (i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the “**Performance Security**”) for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the “**Additional Performance Security**”) for an amount calculated as under:
- (a) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.
 - (b) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.
 - (c) This Additional Performance Security shall be treated as part of the Performance Security.
 - (d) The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty-eight) days after Project Completion Date.
- (ii) The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement.
- (iii) In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.
- (iv) For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days’ time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority

7.2 Extension of Performance Security and Additional Performance Security

The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

7.3 Appropriation of Performance Security

- (i) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.
- (ii) Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 23. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 23.

7.4 Release of Performance Security

- (i) The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified.
- (ii) The Authority shall return the Additional Performance Security to the Contractor within 28 (twenty-eight) days from the date of issue of Completion Certificate under Article 12 of this Agreement.
- (iii) The Authority shall be liable to pay interest @ 9% (nine per cent) per annum for any delay in the return of Performance Security and Additional Performance Security, if any, beyond the period prescribed above for the period of delay.

7.5 Retention Money

- (i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "**Retention Money**") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.
- (ii) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.
- (iii) Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 7.5 (ii).
- (iv) The Parties agree that in the event of Termination of this Agreement, the Retention Money specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6.

ARTICLE 8

RIGHT OF WAY

8.1 The Site

The site of the Project Highway (the “**Site**”) shall comprise the site described in Schedule-A in respect of which the Right of Way shall be provided by the Authority to the Contractor. The Authority shall be responsible for:

- (a) acquiring and providing Right of Way on the Site in accordance with the alignment finalised by the Authority, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and
- (b) obtaining licences and permits for environment clearance for the Project Highway.

8.2 Procurement of the Site

- (i) The Authority Representative, the Contractor and Authority’s Engineer shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site (hereinafter referred to as the “**Handover Memorandum**”). Subject to the provisions of Clause 8.2 (iii), the Handover Memorandum shall have appended thereto an appendix (the “**Appendix**”) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor along with details of hindrances in the Construction Zone. For sake of clarity the Handover Memorandum shall clearly specify the parts of Site where work can be executed. Signing of the Handover Memorandum, in three counterparts (each of which shall constitute an original), by the authorized representatives of the Authority, Contractor and Authority’s Engineer shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.
- (ii) Whenever the Authority is ready to hand over any part or parts of the Site included in the Appendix, it shall inform the Contractor, by notice, of the proposed date and time such of hand over. The Authority Representative and the Contractor shall, on the date so notified, inspect the specified parts of the Site, and prepare a memorandum containing an inventory of the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site so handed over. The signing of the memorandum, in three (3) counterparts (each of which shall constitute an original), by the Authorised representatives of the Parties shall be deemed to constitute a valid evidence of giving the relevant Right of Way to the Contractor.

If the contractor fails to join for site inspection or disputes the parts of the site available for work, the Authority’s Engineer shall decide the parts of the site where work can be executed and notify to both the parties within 3 days of the proposed date of inspection. The parties agree that such notification of the Authority’s Engineer as mentioned hereinabove shall be final and binding on the parties.

- (iii) The Authority shall provide the Right of Way to the Contractor in respect of all land included in the Appendix by the date specified in Schedule-A for those parts of the Site referred to therein, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Contractor, it shall pay to the Contractor, Damages in a sum calculated in accordance with Clause 8.3. The Contractor agrees that it shall not be entitled to claim any other damages on account of any such delay by the Authority.
- (iv) Notwithstanding anything to the contrary contained in this Clause 8.2, the Authority shall specify the parts of the Site, if any, for which Right of Way shall be provided to the Contractor on the dates specified in Schedule-A. Such parts shall also be included in the

Appendix prepared in pursuance of Clause 8.2 (i).

- (v) The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all the land comprising the Project in the Authority and has taken possession of area for Construction Zone for at least 90% (ninety per cent) of the total length of the Project Highway. The Parties also acknowledge and agree that the conditions specified in this Clause 8.2 (iii) shall not be modified or waived by either Party.
- (vi) For the avoidance of doubt, the Parties expressly agree that the Appendix shall in no event contain sections of the Project Highway the cumulative length of which exceeds 10% (ten percent) of the total length of the Project Highway.
- (vii) Pursuant to signing of Handover Memorandum under clause 8.2 (i), Contractor shall submit to the Authority's Engineer, a monthly land possession report till expiry of 180 (one hundred and eighty) days from Appointed Date, in respect of those parts of the site to which vacant access and right of way was not given to the contractor and included in Appendix to the memorandum signed under clause 8.2 (i), duly specifying the part of the site, if any, for which the right of way is yet to be handed over.

8.3 Damages for delay in handing over the Site

- (i) In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:

Amount of Damages in Rs. per day per metre = $0.05 * C * 1/L * 1/N$

Where,

C = the Contract Price;

L = length of the Project Highway in metres; and

N = Completion period in days (Appointed Date to Scheduled Completion Date)

In the event that any Damages are due and payable to the Contractor under the provisions of this Clause 8.3 (i) for delay in providing the Right of Way, the Contractor shall, subject to the provisions of Clause 10.5, be entitled to Time Extension equal to the period for which the Damages have become due and payable under this Clause 8.3 (i), save and except that:

- (a) if any delays involve time overlaps, the overlaps shall not be additive; and
- (b) such Time Extension shall be restricted only to the Works which are affected by the delay in providing the Right of Way.

For the avoidance of doubt, the Parties expressly agree that the Damages specified hereunder and the Time Extension specified in Clause 10.5 shall be restricted only to failure of the Authority to provide the Right of Way for and in respect of the "Construction Zone" which shall comprise the following components:

- Main in carriageway
- Median (for 4 lane carriageway or more)
- Paved and earthen shoulders
- Area for Structures including ROBs/RUBs.
- Safety measures including Roadside Drains and Furniture.
- A parallel working space for accommodating slopes/retaining structures etc.

- (ii) Notwithstanding anything to the contrary contained in this Agreement, the Contractor

expressly agrees that Works on all parts of the Site for which Right of Way of Construction Zone is granted on the Appointed Date, or with respect to the parts of the Site provided in Schedule-A, no later than the date(s) specified therein, as the case may be, shall be completed before the Scheduled Completion Date and shall not qualify for any Time Extension under the provisions of Clause 8.3 (iii).

- (a) Notwithstanding anything to the contrary contained in this Agreement, unless covered under the deemed de-scoping in terms of sub-clause 8.3 (iii) (b), the Authority may at any time withdraw any Works forming part of this Agreement, subject to such Works not exceeding an aggregate value, such value to be determined in accordance with Schedule-H, equal to 10 (ten) percent of the Contract Price.
 - (b) Provided that if any Works cannot be undertaken within the municipal limits of a town or within any area falling in a reserved forest or wildlife sanctuary or the stretches where vacant access and Right of Way could not be handed over, as the case may be, because the requisite clearances or approvals or affected land parcels for commencing construction of Works therein have not been given within 180 (one hundred and eighty) days of the Appointed date, the affected Works shall be deemed to be withdrawn under the provisions of this Clause 8.3.3. Such Works shall not be computed for the purposes of the aforesaid ceiling of 10% (ten per cent) hereunder.
 - (c) Provided further that in case such stretches (as mentioned in Sub-Clause (b) above) can be handed over to the Contractor before the expiry of the original Scheduled Construction Period of the Project Highway, and the Contractor agrees to take up the work, the same may be allowed to be executed by him with corresponding Extension of Time, subject to the condition that the Contractor shall not be entitled to raise any claims on account of prolongation costs in this behalf.
- (iii) In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.

Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority' Engineer.

The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).

8.4 Site to be free from Encumbrances

Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority because of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

8.5 Protection of Site from encroachments

On and after signing the memorandum and/or subsequent memorandum referred to in Clause 8.2, and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment takes place thereon. During the Construction Period, the Contractor shall protect the Site from any and all

occupations, encroachments or Encumbrances, and shall not place or create nor permit any Sub-contractor or other person claiming through or under the Agreement to place or create any Encumbrance or security threat over all or any part of the Site or the Project Assets, or on any rights of the Contractor therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its own cost and expenses.

8.6 Special/ temporary Right of Way

The Contractor shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Highway and the performance of its obligations under this Agreement.

8.7 Access to the Authority and the Authority's Engineer

- (i) The Right of Way given to the Contractor hereunder shall always be subject to the right of access of the Authority and the Authority's Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.
- (ii) The Contractor shall ensure, subject to all relevant safety procedures, that the Authority has un-restricted access to the Site during any emergency situation, as decided by the Authority's Engineer.

8.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

ARTICLE 9

UTILITIES AND TREES

9.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, it shall be the responsibility of the Contractor to ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility.

9.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. The scope of work of such shifting of Utilities shall be as indicated in Schedule-B-1. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Authority.

The work of shifting of Utilities can be taken up by the Contractor any time after signing of the Agreement.

9.3 New utilities

- (i) The Contractor shall allow, subject to the permission from the Authority and such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electricity lines/ cables or other public utilities. Where such access or use causes any financial loss to the Contractor, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 9.3 shall not in any manner relieve the Contractor of its obligation to construct and maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith at the cost of the Authority.
- (ii) The Authority may, by notice, require the Contractor to connect any adjoining road to the Project Highway, and the connecting portion thereof falling within the Site shall be constructed by the Contractor at the Authority's cost in accordance with Article 10.
- (iii) The Authority may by notice require the Contractor to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Highway, whereupon the connecting portion thereof that falls within the Site shall be constructed by the Contractor on payment of the cost. The cost to be paid by the Authority to the Contractor shall be determined by the Authority's Engineer. For the avoidance of doubt, in the event such road is to be constructed for the benefit of any entity, the Authority may require such entity to make an advance deposit with the Contractor or the Authority, as the case may be, of an amount equal to the estimated cost as determined by the Authority's Engineer and such advance shall be adjusted against the cost of construction as determined by the Authority's Engineer hereunder.
- (iv) In the event construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable Time Extension as determined by the Authority's Engineer.

9.4 Felling of trees

The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees

in non-forest area to be identified by the Authority for this purpose if, and only if, such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The Contractor shall fell these trees as per the Permits obtained. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement.

9.5 Dismantling of structures

The Contractor shall at its own cost dismantle the structures in the acquired lands including those on patta lands, abadi lands, assigned lands, etc. the compensation for which, was paid by the Authority to the land owners and the lands were handed over to the Contractor as per Schedule B-I. The Contractor shall, at its own cost, dispose of the dismantled material in its sole discretion as deemed appropriate, while complying with all environmental guidelines and regulations and clear the Site for undertaking construction. In the event of any delay in dismantling of structures thereof for reasons beyond the control of the Contractor, the Contractor shall be entitled to Damages in a sum calculated in accordance with the formula specified in Clause 8.3 (i) for the period of delay, and to the Time Extension in accordance with Clause 10.5 for and in respect of the part(s) of the Works affected by such delay; provided that if the delays involve any time overlaps, the overlaps shall not be additive.

9.6 Development Period

The Contractor may commence pre-construction activities like utility shifting, boundary wall construction or any other activity assigned to the Contractor by the Authority to enable construction of the Project Highway immediately after signing of the Agreement, to the extent that such work is ready for execution. The Parties agree that these works may be taken up and completed to the extent feasible by the Contractor, before declaration of the Appointed Date, but no claim against the Authority for delay shall survive during this period and that the undertaking of these works by the Contractor shall not count towards the Scheduled Construction Period of the project which starts counting only from the Appointed Date. No construction activity of the Project Highway shall be undertaken during the development period.

ARTICLE 10

DESIGN AND CONSTRUCTION OF THE PROJECT HIGHWAY

10.1 Obligations prior to commencement of Works

- (i) Within 20 (twenty) days of the Appointed Date, the Contractor shall:
- (a) appoint its representative, duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
 - (b) appoint a design director (the “**Design Director**”) who will head the Contractor’s design unit and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;
 - (c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
 - (d) make its own arrangements for quarrying of materials needed for the Project Highway under and in accordance with the Applicable Laws and Applicable Permits.
- (ii) The Authority shall, appoint an engineer (the “**Authority’s Engineer**”) before the Appointed Date to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of the Authority’s Engineer forthwith.
- (iii) Within 30 (thirty) days of the Appointed Date, the Contractor shall submit to the Authority and the Authority’s Engineer a programme (the “**Programme**”) for the Works, developed using networking techniques, for review and consent of the Engineer, giving the following details:
- (a) Part I: Contractor’s organisation for the Project, the general methods and arrangements for design and construction, environmental management plan, Quality Assurance Plan including design quality plan, traffic management and safety plan covering safety of users and workers during construction (including use of ‘ROBOTS’ for diversion and control of traffic), Contractor’s key personnel and equipment.
 - (b) Part II: Programme for completion of all stages of construction given in Schedule-H and Project Milestones of the Works as specified in Project Completion Schedule set forth in Schedule-J. The Programme shall include:
 - i. the order in which the Contractor intends to carry out the Works, including the anticipated timing of design and stages of Works;
 - ii. the periods for reviews under Clause 10.2;
 - iii. the sequence and timing of inspections and tests specified in this Agreement; and
 - iv. the particulars for the pre-construction reviews and for any other submissions, approvals and consents specified in the Agreement.

The Contractor shall submit a revised Programme whenever the previous Programme is inconsistent with the actual progress or with the Contractor’s obligations.
 - (c) Part III : Monthly cash flow forecast.
- (iv) The Contractor shall compute, on the basis of the Drawings prepared in accordance with Clause 10.2 (iv), and provide to the Authority’s Engineer, the length, area and numbers, as the case may be, in respect of the various items of work specified in Schedule-H and comprising the Scope of the Project. The Parties expressly agree that these details shall form the basis for estimating the interim payments for the Works in accordance with the provisions of Clause 19.3. For the avoidance of doubt, the sum of payments to be computed in respect of all the items of work shall not exceed the Contract Price, as may be adjusted in accordance with the provisions of this Agreement.

- (v) The Contractor shall appoint a safety consultant (the “**Safety Consultant**”) to carry out a safety audit at the design stage of the Project Highway in accordance with the Applicable Laws and Good Industry Practice. The Safety Consultant shall be appointed after proposing to the Authority a panel of three (3) names of qualified and experienced firms from which the Authority may choose one (1) to be the Safety Consultant. Provided, however, that if the panel is not acceptable to the Authority and the reasons for the same are furnished to the Contractor, the Contractor shall propose to the Authority a revised panel of three (3) names from the firms empanelled as safety consultants by the [Ministry of Road Transport and Highways] for obtaining the consent of the Authority. The Contractor shall also obtain the consent of the Authority for the key personnel of the Safety Consultant who shall have adequate experience and qualifications in safety audit of the highway projects. The Authority shall, within 15 (fifteen) days of receiving a proposal from the Contractor hereunder, convey its decision, with reasons, to the Contractor, and if no such decision is conveyed within the said period, the Contractor may proceed with engaging of the Safety Consultant.
- (vi) The safety audit pursuant to Clause 10.1 (v) shall be carried out by the Safety Consultant in respect of all such design details that have a bearing on safety of Users as well as pedestrians and animals involved in or associated with accidents. The recommendations of the Safety Consultant shall be incorporated in the design of the Project Highway and the Contractor shall forward to the Authority’s Engineer a certificate to this effect together with the recommendations of the Safety Consultant. In the event that any works required by the Safety Consultant shall fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Contractor shall make a report thereon and seek the instructions of the Authority for Change in Scope. For the avoidance of doubt, the Safety Consultant to be engaged by the Contractor shall be independent of the design and implementation team of the Contractor.

10.2 Design and Drawings

- (i) Design and Drawings shall be developed in conformity with the Specifications and Standards set forth in Schedule-D. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review and approval of the Authority’s Engineer.
- (ii) The Contractor shall appoint a proof check consultant (the “**Proof Consultant**”) after proposing to the Authority a panel of three (3) names of qualified and experienced firms from whom the Authority may choose one (1) to be the Proof Consultant. Provided, however, that if the panel is not acceptable to the Authority and the reasons for the same are furnished to the Contractor, the Contractor shall propose to the Authority a revised panel of three (3) names from the firms empanelled as proof consultants by the [Ministry of Road Transport and Highways] for obtaining the consent of the Authority. The Contractor shall also obtain the consent of the Authority for two (2) key personnel of the Proof Consultant who shall have adequate experience and qualifications in highways and bridges respectively. The Authority shall, within 15 (fifteen) days of receiving a proposal from the Contractor hereunder, convey its decision, with reasons, to the Contractor, and if no such decision is conveyed within the said period, the Contractor may proceed with engaging of the Proof Consultant.
- (iii) The Proof Consultant shall:
- (a) evolve a systems approach with the Design Director so as to minimise the time required for final designs and construction drawings; and
 - (b) proof check the detailed calculations, drawings and designs, which have been approved by the Design Director.
- (iv) In respect of the Contractor’s obligations with respect to the design and Drawings of the Project Highway as set forth in Schedule-I, the following shall apply:

- (a) The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three (3) copies each of the design and Drawings, duly certified by the Proof Consultant, to the Authority's Engineer for its approval. Provided, however, that in respect of Major Bridges and Structures, the Authority's Engineer may require additional drawings for approval in accordance with Good Industry Practice.
- (b) by submitting the Drawings for review and approval to the Authority's Engineer, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;
- (c) within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its approval/observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. Provided, however that in case of a major bridge or structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days;
- (d) if the aforesaid observations of the Authority's Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the Authority's Engineer for review and approval. The Authority's Engineer shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings. In the event the Contractor fails to revise and resubmit such Drawings to the Authority's Engineer for review/approval as aforesaid, the Authority's Engineer may withhold the payment for the affected works in accordance with the provisions of Clause 19.5 (iv). If the Contractor disputes any decision, direction or determination of the Authority's Engineer hereunder, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure;
- (e) no review/approval and/or observation of the Authority's Engineer and/or its failure to review/approval and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Authority's Engineer or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any approval under this Article 10;
- (f) the Contractor shall be responsible for delays in submitting the Drawing as set forth in Schedule-I caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the Authority; and
- (g) the Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- (h) the Contractor shall ensure that all the designs and drawings shall be approved from the Authority's Engineer within 90 days (ninety) from the Appointed Date.
- (v) Any cost or delay in construction arising from review/approval by the Authority's Engineer shall be borne by the Contractor.
- (vi) Works shall be executed in accordance with the Drawings provided by the Contractor in accordance with the provisions of this Clause 10.2 and the approval of the

Authority's Engineer thereon as communicated pursuant to the provisions of sub-Clause (c) & (d) of Clause 10.2 (iv). Such Drawings shall not be amended or altered without prior written notice to the Authority's Engineer. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.

- (vii) Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the Authority and the Authority's Engineer 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.

10.3 Construction of the Project Highway

- (i) The Contractor shall construct the Project Highway as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The [650th (six hundred and fiftieth) day] from the Appointed Date shall be the scheduled completion date (the "**Scheduled Completion Date**") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.
- (ii) The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule -J and until such Project Milestone is achieved or the Project Highway is completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-J has been amended as above; provided further that in the event the Project Highway is completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3 (ii) shall be refunded by the Authority to the Contractor, but without any interest thereon.

The Parties agree that for determining achievement or delays in completion of the Project Milestones or the Project on the due date, the works affected due to delay in providing the site for which time extension has been granted beyond the Scheduled Completion Date will be excluded. For example on the due date to achieve the Project Milestone-I (i.e., Stage Payments of 10% (ten percent) of Contract Price on 180th (one hundred and eighty) day from the Appointed Date), if 5% (five percent) of the project length corresponding to the Project Milestone-I is not handed over or lately handed over resulting in the extension of completion of this 5% (five percent) length beyond Scheduled Completion Date, Stage Payment of 10% X 0.95 = 9.5% only is to be achieved by 180th (one hundred and eighty) day.

For the avoidance of doubt, it is agreed that recovery of Damages under this Clause (ii) shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected Works as specified in Clause 10.5 (ii).

- (iii) The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. Provided that no deduction on account of Damages shall be effected by the Authority without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3 (ii) shall not exceed 10% (ten percent) of the Contract Price. If the damages exceed 10% (ten percent) of the Contract Price, the Contractor shall be deemed to be in default of this agreement having no cure and the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice in accordance with the provisions of Clause 23.1 (ii).
- (iv) In the event that the Contractor fails to achieve the Project Completion within a period of 90 (ninety) days from the Schedule Completion Date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, the contractor shall be deemed to be ineligible for bidding any future projects of the Authority, both as the sole party or as one of the parties of Joint Venture/ Consortium during the period from Scheduled Completion Date to issuance of Completion Certificate. This restriction is applicable if the contract value of the delayed project is not less than Rs. 300 Crore.

10.3 Maintenance during Construction Period

- (i) During the Construction Period, the Contractor shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition on Appointed Date, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Authority's Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the Project Highway. It is further agreed that in the event the Project includes construction of a bypass or tunnel and realignment of the existing carriageway, the Contractor shall maintain the existing highway in such sections until the new Works are open to traffic.
- (ii) Notwithstanding anything to the contrary contained in this Agreement, in the event of default by the Contractor in discharging the obligations specified in Clause 10.4 (i) above, the Authority shall get these maintenance works completed in the manner recommended by the Authority's Engineer to avoid public inconvenience at the risk and cost of the Contractor in order to keep the road in traffic worthy condition.

10.4 Extension of time for completion

- (i) Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Contractor shall be entitled to extension of time in the Project Completion Schedule (the "**Time Extension**") to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely:
 - (a) delay in providing the Right of Way of Construction Zone, environmental clearances or approval of railway authorities, specified in Clause 3.1 (iv);
 - (b) Change of Scope (unless an adjustment to the Scheduled Completion Date has been agreed under Article 13);
 - (c) occurrence of a Force Majeure Event;
 - (d) any delay, impediment or prevention caused by or attributable to the Authority, the Authority's personnel or the Authority's other contractors on the Site; and
 - (e) any other cause or delay which entitles the Contractor to Time Extension in accordance with the provisions of this Agreement.

- (ii) The Contractor shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance specified in Clause 10.5 (i), inform the Authority's Engineer by notice in writing, with a copy to the Authority, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance.

Provided further that notwithstanding anything to the contrary contained in this Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the Project Completion Schedule for and in respect of the Works which are not affected hereunder.

- (iii) On the failure of the Contractor to issue to the Authority's Engineer a notice in accordance with the provisions of Clause 10.5 (ii) within the time specified therein, the Contractor shall not be entitled to any Time Extension and shall forfeit its right for any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this clause 10.5 (iii), the Authority shall be discharged from all liability in connection with the claim.

- (iv) The Authority's Engineer shall, on receipt of the claim in accordance with the provisions of Clause 10.5 (ii), examine the claim expeditiously within the time frame specified herein. In the event the Authority's Engineer requires any clarifications to examine the claim, the Authority's Engineer shall seek the same within 15 (fifteen) days from the date of receiving the claim. The Contractor shall, on receipt of the communication of the Authority's Engineer requesting for clarification, furnish the same to the Authority's Engineer within 10 (ten) days thereof. The Authority's Engineer shall, within a period of 30 (thirty) days from the date of receipt of such clarifications, forward in writing to the Contractor its determination of Time Extension.

Provided that when determining each extension of time under this Clause 10.5, the Authority's Engineer shall review previous determinations and may increase, but shall not decrease, the total Time Extension.

- (v) If the event or circumstance giving rise to the notice has a continuing effect:
- (a) a fully detailed claim shall be considered as interim;
 - (b) the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Engineer may reasonably require; and
 - (c) the Contractor shall send a final claim within 30 (thirty) days after the effect of the event or the circumstance ceases.

Upon receipt of the claim hereunder, the Authority's Engineer shall examine the same in accordance with the provisions of Clause 10.5 (iv) within a period of 30 (thirty) days of the receipt thereof

10.5 Incomplete Works

In the event the Contractor fails to complete the Works in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavour to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of Clause 10.3 (ii) for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to termination under Clause 23.1.

10.6 Maintenance Manual

No later than 60 (sixty) days prior to the Project Completion Date, the Contractor shall, in consultation with the Authority's Engineer, evolve a maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project Highway in conformity with the Specifications and Standards, safety requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority's Engineer. The Authority's Engineer shall review the Maintenance Manual within 15 (fifteen) days of its receipt and communicate its comments to the Contractor for necessary modifications, if any.

10.7 As-Built Records

The Contractor shall prepare, and keep up-to-date, a complete set of as built records of the execution of the Works, showing the exact as built locations, sizes and details on the Works as executed with cross references to all relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purpose of this Sub-Clause 10.8. The Contractor shall provide 2 (two) copies of as built records to the Authority prior to the commencement of the Tests on Completion.

10.8 Contractor's Use of Authority's Documents

Intellectual property in the Authority's requirements and Specifications and Standards and all other documents and materials issued by the Authority or the Authority's Representative to the Contractor shall (as between the parties) remain the property of the Authority. The Contractor may, at its cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the consent of the Authority, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Works under the Agreement.

ARTICLE 11

QUALITY ASSURANCE, MONITORING AND SUPERVISION

11.1 Quality of Materials and workmanship

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

11.2 Quality control system

- (i) The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the “**Quality Assurance Plan**” or “**QAP**”).
- (ii) The Contractor shall, within 30 (thirty) days of the Appointed Date, submit to the Authority’s Engineer its Quality Assurance Plan which shall include the following:
 - (a) organisation, duties and responsibilities, procedures, inspections and documentation;
 - (b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications for Road and Bridge Works issued by MORTH, relevant IRC specifications and Good Industry Practice; and
 - (c) internal quality audit system.

The Authority’s Engineer shall convey its approval to the Contractor within a period of 21 (twenty-one) days of receipt of the QAP stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of this Clause 11.2.

- (iii) The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.
- (iv) The cost of testing of Construction, Materials and workmanship under this Article 11 shall be borne by the Contractor.

11.3 Methodology

The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the Authority’s Engineer for review and consent the methodology proposed to be adopted for executing the Works, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The Authority’s Engineer shall complete the review and convey its consent to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

11.4 Inspection and technical audit by the Authority

The Authority or any representative authorised by the Authority in this behalf may inspect and review the progress and quality of the construction of Project Highway and issue appropriate directions to the Authority’s Engineer and the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.

11.5 External technical audit

- (i) At any time during construction, the Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The Auditor in the presence of the representatives of the Contractor and the Authority’s Engineer shall carry out the tests and/ or collect samples for testing in the laboratory. The timing, the testing equipment and the sample size of this audit shall be as decided by the Authority. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor and the

Authority's Engineer for taking remedial action in accordance with this Agreement.

- (ii) After completion of the remedial measures by the Contractor, the Auditor shall undertake a closure audit and this process will continue till the remedial measures have brought the works into compliance with the Specifications and Standards. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 11.5, the external technical audit shall not affect any obligations of the Contractor or the Authority's Engineer under this Agreement.

11.6 Inspection of construction records

The Authority shall have the right to inspect the records of the Contractor relating to the Works.

11.7 Monthly progress reports

During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Authority's Engineer a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority's Engineer.

The Contractor agrees that reporting under this Clause 11.7 shall continue until the date of the completion of the Works. Each report shall include:

- (a) an executive summary;
- (b) charts showing the status of Contractor's documents, construction and manufacturing and environmental works;
- (c) details of work subcontracted and the performance of Sub-contractors;
- (d) for the construction of each main part of the Works, the extent of progress (both quantity and percentage of the whole), the actual or expected dates of commencement, anticipated completion date of the activity, Contractor's inspections and tests;
- (e) records of manpower and Contractor's equipment on the Site;
- (f) copies for that month of quality assurance documents, test results and certificates;
- (g) safety statistics, accident data collection including details of any hazardous incidents and activities relating to environmental aspects and public relations;
- (h) comparisons of actual and planned progress, with details of any aspects which may jeopardise the completion in accordance with the Agreement, and the measures being (or to be) adopted to overcome such aspects;
- (i) details of any unresolved disputes or claims, in relation to the Project;
- (j) details of any revision to the cash flow estimate, together with a copy of the revised cash flow estimate;
- (k) status of various Applicable Permits and compliance of conditions therein;
- (l) details of various royalty payment and insurances required to be taken by the Contractor; and
- (m) such other reports as may be required by the Authority for enabling the Authority to comply with its obligations under the other Project contracts.
- (n) details of defects by the Authority;
- (o) change in emission of any sewage or effluent of any nature whatsoever, whether qualitatively or quantitatively;
- (p) any Material Adverse Effect;

- (q) declaration towards compliance with Applicable Laws including but not limited to environmental and labour legislations;
- (r) declaration specifying compliance with all Manuals provided to the Contractor; and
- (s) any change in the flow of traffic in the existing Project Highway.

11.8 Inspection

- (i) The Authority's Engineer and its authorised representative shall at all reasonable times:
 - (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and
 - (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.
- (ii) The Contractor shall give the Authority's Engineer and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.
- (iii) The Authority's Engineer shall submit a monthly inspection report (the "**Inspection Report**") to the Authority and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Authority's Engineer shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

11.9 Samples

The Contractor shall submit the following samples of Materials and relevant information to the Authority's Engineer for pre-construction review:

- (a) manufacturer's test reports and standard samples of manufactured Materials; and
- (b) samples of such other Materials as the Authority's Engineer may require.

11.10 Tests

- (i) For determining that the Works conform to the 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 this Agreement, and in accordance with Good Industry Practice for quality assurance. The test checks by the Authority's Engineer shall comprise 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.
- (ii) In the event that results of any tests conducted under this Clause 11.10 establish any Defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Authority's Engineer in this behalf. The Authority's Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards. For the avoidance of doubt, the cost of such tests and remedial measures in pursuance thereof shall be solely borne by the Contractor.

11.11 Examination of work before covering up

In respect of the work which the Authority's Engineer is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Authority's Engineer whenever any such work is ready and before it is covered up. The Authority's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Authority's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or

incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Authority's Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Authority's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Authority's Engineer, the Contractor shall be entitled to assume that the Authority's Engineer would not undertake the said inspection.

11.12 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Authority's Engineer shall reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the rejected item complies with the requirements of this Agreement.

If the Authority's Engineer requires the Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Authority to incur any additional costs, such cost shall be recoverable by the Authority from the Contractor; and may be deducted by the Authority from any monies due to be paid to the Contractor.

11.13 Remedial work

- (i) Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor to:
 - (a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;
 - (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
 - (c) 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.
- (ii) If the Contractor fails to comply with the instructions issued by the Authority's Engineer under Clause 11.13 (i), within the time specified in the Authority's Engineer's notice or as mutually agreed, the Authority's Engineer may advise the Authority to have the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

11.14 Delays during construction

Without prejudice to the provisions of Clause 10.3 (ii), in the event the Contractor does not achieve any of the Project Milestones or the Authority's Engineer shall have reasonably determined that the rate of progress of Works is such that Completion of the Project Highway is not likely to be achieved by the end of the Scheduled Completion Date, it shall notify the same to the Contractor, and the Contractor shall, within 15 (fifteen) days of such notice, by a communication inform the Authority's Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

11.15 Quality control records and Documents

The Contractor shall hand over a copy of all its quality control records and documents to the Authority's Engineer before the Completion Certificate is issued pursuant to Clause 12.2. The

Contractor shall submit Road Signage Plans to the Authority Engineer for approval at least 6 (six) months prior to expected completion of Project Highway.

11.16 Video recording

During the Construction Period, the Contractor shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)- hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the Authority no later than 15 (fifteen) days after the close of each quarter after the Appointed Date.

11.17 Suspension of unsafe Construction Works

- (i) Upon recommendation of the Authority's Engineer to this effect, the Authority may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Authority's Engineer, such work threatens the safety of the Users and pedestrians.
- (ii) The Contractor shall, pursuant to the notice under Clause 11.17 (i), suspend the Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the Authority's Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Authority's Engineer, the Authority shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 11.17 shall be repeated until the suspension hereunder is revoked.
- (iii) Subject to the provisions of Clause 21.6, all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.
- (iv) If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.

11.18 Staff and Labour

- (i) Engagement of Staff and Labour
 - (a) The Contractor shall make its own arrangements for the engagement of all personnel and labour, local or otherwise, and for their payment, housing, feeding and transport.
 - (b) The Contractor has verified/ shall verify the identity and address of all its employees and officials related to the Works by collecting necessary documentary proof.
 - (c) The Contractor shall seek a self-declaration from its employees that they have not been convicted of any criminal offence by any court and if any criminal proceedings/charge-sheets have been pending/filed against them. The Contractor shall not employ persons with criminal track record on the project. In cases where it comes to notice later that the employee concerned has concealed any such fact in his self-declaration or commits a criminal offence during the course of his employment, the Contractor shall remove such person from the project
 - (d) Deleted.
 - (e) The employees and personnel of the Contractor shall work under the supervision,

control and direction of the Contractor and the Contractor shall be solely responsible for all negotiations with its employees and personnel relating to their salaries and benefits and shall be responsible for assessments and monitoring of performance and for all disciplinary matters. All employees / personnel, executives engaged by the Contractor shall be in sole employment of the Contractor and the Contractor shall be solely responsible for their salaries, wages, statutory payments, etc and under no circumstances the personnel shall be deemed to be the employees of the Authority. Under no circumstances the Authority shall be liable for any payment or claim or compensation of any nature to the employees and personnel of the Contractor.

(ii) Returns of Labour

- (a) The Contractor shall deliver to the Authority a detailed return in such form and at such intervals as the Authority may prescribe, showing the details including names, payment details and terms of appointment of the several classes of labour employed by the Contractor from time to time for the Works. The Contractor shall, in its returns certify that all dues of the workers or labour have been fully paid.
- (b) The Authority is entitled to witness labour payments made or to be made by the Contractor. If the Contractor defaults in its obligations for making any payments under the labour laws, the Employer may make the relevant payments. Any sum equal to any amount paid by the Employer under this Sub-Sub-Clause 9.2 shall be immediately due as a debt from the Contractor to the Employer and until payment/ set off shall carry interest at 18% per annum. For this purpose it is agreed between the parties that debt due aforesaid shall be set off immediately out the running account bills of the Contractor under this Agreement.

(iii) Persons in the Service of Others

The Contractor shall not recruit, or attempt to recruit from amongst persons in the service of the Authority.

(iv) Labour Laws

- (a) The Contractor shall obtain all relevant labour registrations and comply with all relevant labour laws applying to its employees and shall duly pay them and afford to them all their legal rights.
- (b) The Contractor shall make all deductions of tax at source and all contributions to the Payment of Gratuity, Provident Fund (including Employees' contribution) and Employees' State Insurance Scheme as may be required by Applicable Laws and deposit the aforesaid contributed amount with the appropriate authority/(s).
- (c) The Contractor shall require all personnel engaged in the Works to obey all Applicable Laws and regulations. The Contractor shall permit Authority to witness labour payments for the Contractors direct labour, or the Subcontractors labour. The Contractor shall ensure that all its Subcontractors strictly comply with all labour laws.
- (d) Documentary evidence confirming compliance with Sub-Clause 12.4, as may be required from time to time, shall be provided to the Employer's Representative.
- (e) The Employer shall not be liable for any delay/default of the Contractor in compliance of the labour laws.

(v) Facilities for Staff and Labour

The Contractor shall provide and maintain all necessary accommodation and welfare facilities for personnel engaged for the Works. The Contractor shall not permit any personnel engaged for the Works to maintain any temporary or permanent living quarters within the structures forming part of the Works.

(vi) Health And Safety

All necessary precautions shall be taken by the Contractor to ensure the health and safety of staff and labour engaged for the Works. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that para-medical staff, first aid facilities, ambulance service are available on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall appoint a safety officer to be responsible for the safety of personnel on the Site. This safety officer shall be qualified for his work and shall have the authority to issue instructions concerning safety and take protective measures to prevent accidents. The Contractor shall maintain records and make reports concerning health, safety and welfare of personnel, and damage to property, in such manner as the Authority may reasonably require.

(vii) Contractor's Personnel

The Contractor shall employ only personnel who are appropriately qualified, skilled and experienced in their respective trades or occupations. The Authority may require the Contractor to remove any personnel engaged for the Works, who in the opinion of the Authority:

- (a) has engaged in any misconduct;
- (b) is incompetent or negligent in the performance of his duties;
- (c) fails to conform with any provisions of the Contract;
- (d) engages in any conduct which is prejudicial to safety, health, or the protection of the environment; or
- (e) makes errors in the discharge of his functions.

If appropriate and required by the Employer, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

(viii) Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its personnel, and to preserve peace and protection of people and property in the neighbourhood of the Works.

ARTICLE 12**COMPLETION CERTIFICATE****12.1 Tests on Completion**

- (i) At least 30 (thirty) days prior to the likely completion of the Project Highway, or a Section thereof, the Contractor shall notify the Authority's Engineer of its intent to subject the Project Highway or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the Authority's Engineer in consultation with the Contractor, and notified to the Authority who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the Authority's Engineer or provide such assistance as the Authority's Engineer may reasonably require for conducting the Tests. In the event of the Contractor and the Authority's Engineer failing to mutually agree on the dates for conducting the Tests, the Contractor shall fix the dates by giving not less than 10 (ten) days' notice to the Authority's Engineer.
- (ii) All Tests shall be conducted in accordance with Schedule-K. The Authority's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Project Highway or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the Authority's Engineer during the course of any Test that the performance of the Project Highway or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon completion of each Test, the Authority's Engineer shall provide to the Contractor and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Authority's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway or Section thereof with the Specifications and Standards.

12.2 Completion Certificate

- (i) Upon completion of all Works forming part of the Project Highway, and the Authority's Engineer determining the Tests to be successful and after the receipt of notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of the insurance defined in Article 20 and Schedule P of this Agreement, it shall, at the request of the Contractor forthwith issue to the Contractor and the Authority a certificate substantially in the form set forth in Schedule-L (the "Completion Certificate").
- (ii) Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.
- (iii) Without prejudice to the obligations of the Contractor specified in Articles 14 and 17, the property and ownership of all the completed Works forming part of the Project Highway shall vest in the Authority.

12.3 Rescheduling of Tests

If the Authority's Engineer certifies to the Authority and the Contractor that it is unable to issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

ARTICLE 13
CHANGE OF SCOPE

13.1 Change of Scope

- (i) The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/ alterations to the Works (“**Change of Scope**”) within a period of six months counted from the Appointed Date. Upon the Authority making its intention known to the Contractor for the specific Change of Scope, be it positive or negative, the Contractor shall submit his proposal for the said Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Article 13.
- (ii) Provided that any such Change of Scope, excluding major structures (e.g. Major Bridge/ ROB/ RUB/ Flyover/ elevated road of more than 50 m length) may be required and agreed to be executed between the parties beyond the period of six months of the Appointed Date but before expiry of 50% of the original Scheduled Construction Period of the Project Highway, subject to the condition that it shall not entail any claims (e.g. Extension of Time/ Prolongation related claims), against the Authority.
- (iii) The Change of Scope shall mean the following:
 - (a) change in specifications of any item of Works;
 - (b) omission of any work from the Scope of the Project except under Clause 8.3 (iii); provided that, subject to Clause 13.5, the Authority shall not omit any Work under this Clause in order to get it executed by any other authority; and
 - (c) any additional Work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction.

13.2 Procedure for Change of Scope

- (i) In the event of the Authority determining that a Change of Scope is necessary, it may direct the Authority’s Engineer to issue to the Contractor a notice specifying in reasonable detail the Works and services contemplated there under (the “**Change of Scope Notice**”). The Contractor shall submit a detailed proposal as per Clause 13.2 (iii) within 15 days from the receipt of Change of Scope Notice.
- (ii) If the Contractor determines, not later than 90 days from the Appointed Date, that a Change of Scope to the Works is required, it shall prepare a proposal with relevant details as per Clause 13.2 (iii) at its own cost and shall submit to the Authority to consider such Change of Scope (the “**Change of Scope Request**”).
- (iii) Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority and the Authority’s Engineer such information as is necessary, together with detailed proposal in support of:
 - (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
 - (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
 - i. break-up of the quantities, unit rates and cost for different items of work; and
 - ii. proposed design for the Change of Scope;
 - iii. proposed modifications, if any, to the Project Completion Schedule of the Project Highway.

For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of Clause 13.4 (ii), the Contract Price shall be increased or decreased, as the case may be, on account of

any such Change of Scope.

(iv) The parties agree that costs and time for implementation of the proposed Change of Scope shall be determined as per the following:

(a) For works where Schedule of Rates (SOR) of concerned circle of State's Public Works Department are applicable at the Base Date are available, the same shall be applicable for determination of costs. In case of non-availability of Schedule of Rates at the Base Date, the available Schedule of Rates shall be applied by updating the same based on WPI. In case the Contract Price is lower/ higher than the Estimated Project Cost as per RFP, then the SOR rates shall be reduced/ increased in the same proportion accordingly.

(b) For item of Works not included in Schedule of Rates as mentioned in sub-para

(a) of Clause 13.2 (iv) above, the cost of same shall be derived on the basis of MORTH Standard Data Book and the Authority's Engineer shall determine the prevailing market rates and discount the same considering WPI to achieve the prevailing rate at the Base Date, and for any item in respect of which MORTH Standard Data Book does not provide the requisite details, the Authority's Engineer shall determine the rate in accordance with Good Industry Practice.

For the avoidance of doubt, in case the cost as determined by the Contractor and the Authority reveals a difference of more than 10% (ten per cent), the cost as determined by the Authority shall be considered as final and binding on the Contractor.

(c) The design charges shall be considered only for new works or items (i.e. the Works or items not similar to the works or items in the original scope) @ 1% (one per cent) of cost of such new works or items.

(d) The costs of existing works or items, which are being changed/ omitted shall also be valued as per above procedure and only net cost shall be considered.

(e) The reasonable time for completion of works to be taken under Change of Scope shall be determined by the Authority's Engineer on the basis of Good Industry Practice and if such time exceeds the Scheduled Completion Date, the issue of Completion Certificate shall not be affected or delayed on account of construction of Change of Scope items/ works remaining incomplete on the date of Tests.

(v) Upon consideration of the detailed proposal submitted by the Contractor under the Clause 13.2 (iii), the Authority, within 15 (fifteen) days of receipt of such proposal, may in its sole discretion either accept such Change of Scope with modifications, if any, and initiate proceedings thereof in accordance with this Article 13 or reject the proposal and inform the Contractor of its decision and shall issue an order (the "**Change of Scope Order**") requiring the Contractor to proceed with the performance thereof.

For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the Authority, save and except any works necessary for meeting any Emergency, that too with verbal approval of Authority which shall be confirmed in writing in next 3 (three) days. In the event that the Parties are unable to agree, the Authority may:

(a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Authority till the matter is resolved in accordance with Article 26;

(b) proceed in accordance with Clause 13.5.

(vi) The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to the Works undertaken by the Contractor under this Article 13.

13.3 Payment for Change of Scope

Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

13.4 Restrictions on Change of Scope

- (i) No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.
- (ii) The total value of all Change of Scope Orders shall not exceed 10% (ten per cent) of the Contract Price.
- (iii) Notwithstanding anything to the contrary in this Article 13, if any change is necessitated because of any default of the Contractor in the performance of its obligations under this Agreement, the same shall not be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

13.5 Power of the Authority to undertake Works

- (i) In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 13.2, the Authority may, after giving notice to the Contractor and considering its reply thereto, award such Works or services to any person or agency on the basis of open competitive bidding. It is also agreed that the Contractor shall provide assistance and cooperation to the person or agency who undertakes the works or services hereunder. The Contractor shall not be responsible for rectification of any Defects, but the Contractor shall carry out maintenance of such works after completion of Defect Liability Period of work by other person or agency during the remaining period of this agreement without any extra payment.
- (ii) The Works undertaken in accordance with this Clause 13.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimises the disruption in operation of the Project Highway. The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to the Works carried out under this Clause 13.5.

ARTICLE 14**MAINTENANCE****14.1 Maintenance obligations of the Contractor**

- (i) The Contractor shall maintain the Project Highway for a period of [5 (five) / 10 (ten)] years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the “**Maintenance Period**”). For the performance of its Maintenance obligations, the Contractor shall be paid:
- (a) For flexible pavement with 5 years Maintenance Period including structures: no maintenance charges shall be paid for the first year; 0.50% of the Contract Price each for the second, third and fourth year; and 1% of the Contract Price for the fifth year
 - (b) For rigid pavement with 10 years Maintenance Period including structures: 0.25% of the Contract Price each for the first, second and third year, 0.5% of the Contract Price each for fourth, fifth, sixth and seventh year, and 0.75% of the Contract Price each for eighth, ninth and tenth year.
 - (c) For flexible perpetual pavement with 10 years maintenance period including structures: no maintenance charges shall be paid for the first year; 0.5% of the Contract Price each for the second, third and fourth year; 0.75% of the Contract Price each for the subsequent years till laying of the renewal layer or end of maintenance period, whichever is earlier. The requirement for the renewal layer shall be worked out based on the survey and investigation of the existing pavement and the cost of such renewal works shall be made separately to the Contractor based on the principles defined under clause 13.2(iii). After laying of the renewal layer, the Contractor shall be paid @ 0.5% of the original Contract Price each for the remaining years till the end of maintenance period.
 - (d) For stand-alone Bridge/ Tunnel works: the contractor shall be paid @ 0.25% of the Contract Price each for the first five years and @ 0.50% of the Contract Price each for the remaining period of five years.

Above amount for the performance of Contractors’ Maintenance obligations shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause

19.1 (i), which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3 (iii), but shall not include any price adjustments in pursuance of Clause 19.10.

- (ii) During the Maintenance Period, the Authority shall provide to the Contractor access to the Site for Maintenance in accordance with this Agreement. The obligations of the Contractor hereunder shall include:
- (a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway;
 - (b) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices. For the avoidance of doubt, the electricity charges for operation of electrical infrastructure installed along the project length, except the infrastructure being used by the Contractor for its own use, shall be borne by the Authority;
 - (c) undertaking repairs to structures;
 - (d) informing the Authority of any unauthorised use of the Project Highway;
 - (e) informing the Authority of any encroachments on the Project Highway; and
 - (f) operation and maintenance of all communication, patrolling, and administrative

systems necessary for the efficient maintenance of the Project Highway in accordance with the provisions of this Agreement.

- (iii) In respect of any Defect or deficiency not specified in Schedule-E, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any wilful default or neglect of the Authority or a Force Majeure Event.
- (iv) The Contractor shall remove promptly from the Project Highway any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

14.2 Maintenance Requirements

The Contractor shall ensure and procure that at all times during the Maintenance Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-E (the “**Maintenance Requirements**”).

14.3 Maintenance Programme

- (i) The Contractor shall prepare a monthly maintenance programme (the “**Maintenance Programme**”) in consultation with the Authority’s Engineer and submit the same to the Authority’s Engineer not later than 10 (ten) days prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose a joint monthly inspection by the Contractor and the Authority’s Engineer shall be undertaken. The Maintenance Programme shall contain the following:
 - (a) The condition of the road in the format prescribed by the Authority’s Engineer;
 - (b) the proposed maintenance Works; and
 - (c) deployment of resources for maintenance Works.

14.4 Safety, vehicle breakdowns and accidents

- (i) The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.
- (ii) The Contractor shall maintain and operate a round-the-clock vehicle rescue post with 1 (one) mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms; and such post shall be located at [****]. The Contractor shall promptly remove any damaged vehicles and debris from the Project Highway to enable safe movement of traffic and shall report all accidents to the police forthwith.

14.5 Lane closure

- (i) The Contractor shall not close any lane of the Project Highway for undertaking maintenance works except with the prior written approval of the Authority’s Engineer. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 5 (five) business days of receiving such request, the Authority’s Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.
- (ii) Upon receiving the permission pursuant to Clause 14.5 (i), the Contractor shall be entitled to close the designated lane for the period specified therein, and for all lane closures extending a continuous period of 48 (forty-eight) hours, the Contractor shall, in the event of any delay in re-opening such lane, for every stretch of 250 (two hundred and fifty)

metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the monthly maintenance payment for each day of delay until the lane has been re-opened for traffic. In the event of any delay in re-opening such lanes or in the event of emergency decommissioning and closure to traffic of the whole or any part of the Project Highway due to failure of the Contractor, the Contractor shall pay damages to the Authority at double the above rate, without prejudice the rights of the Authority under this Agreement including Termination thereof.

14.6 Reduction of payment for non-performance of Maintenance obligations

- (i) In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in Schedule-E within the period specified therein, it shall be deemed as failure of performance of Maintenance obligations by the Contractor and the Authority shall be entitled to effect reduction in monthly lump sum payment for maintenance in accordance with Clause 19.7 and Schedule-M, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- (ii) If the nature and extent of any Defect justifies more time for its repair or rectification than the time specified in Schedule-E, 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.

14.7 Authority's right to take remedial measures

In the event the Contractor does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages.

14.8 Restoration of loss or damage to Project Highway

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Highway or any part thereof suffers any loss or damage during the Maintenance from any cause attributable to the Contractor, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Highway conforms to the provisions of this Agreement.

14.9 Overriding powers of the Authority

- (i) If in the reasonable opinion of the Authority, the Contractor is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users and pedestrians, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Contractor to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- (ii) In the event that the Contractor, upon notice under Clause 14.9 (i), fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 14.9 (ii) and take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the

Authority in discharge of its obligations hereunder shall be recovered by the Authority from the Contractor, and the Authority shall be entitled to deduct any such costs and expenses incurred from the payments due to the Contractor under Clause 19.7 for the performance of its Maintenance obligations.

(iii) In the event of a national emergency, civil commotion or any other circumstances specified in Clause 21.3, the Authority may take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it, and exercise such control over the Project Highway or give such directions to the Contractor as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 21. It is also agreed that the Contractor shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 14.9 (iii), and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

14.10 Taking over Certificate

The Maintenance Requirements set forth in Schedule-E having been duly carried out, Maintenance Period as set forth in Clause 14.1 (i) having been expired and Authority's Engineer determining the Tests on Completion of Maintenance to be successful in accordance with Schedule-Q, the Authority will issue Taking Over Certificate to the Contractor substantially in the format set forth in Schedule-R.

ARTICLE 15**SUPERVISION AND MONITORING DURING MAINTENANCE****15.1 Inspection by the Contractor**

- (i) The Authority's Engineer shall undertake regular inspections to evaluate continuously the compliance with the Maintenance Requirements.
- (ii) The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required shall be conveyed to the Authority's Engineer forthwith. The Contractor shall complete the proposed maintenance works before the onset of the monsoon and send a compliance report to the Authority's Engineer. Post monsoon inspection shall be undertaken by the Contractor and the inspection report together with details of any damages observed and proposed action to remedy the same shall be conveyed to the Authority's Engineer forthwith.

15.2 Inspection and payments

- (i) The Authority's Engineer may inspect the Project Highway at any time, but at least once every month, to ensure compliance with the Maintenance Requirements. It shall make a report of such inspection ("**Maintenance Inspection Report**") stating in reasonable detail the Defects or deficiencies, if any, with particular reference to the Maintenance Requirements, the Maintenance Manual, and the Maintenance Programme, and send a copy thereof to the Authority and the Contractor within 10 (ten) days of such inspection.
- (ii) After the Contractor submits to the Authority's Engineer the Monthly Maintenance Statement for the Project Highway pursuant to Clause 19.6, the Authority's Engineer shall carry out an inspection within 10 (ten) days to certify the amount payable to the Contractor. The Authority's Engineer shall inform the Contractor of its intention to carry out the inspection at least 3 (three) business days in advance of such inspection. The Contractor shall assist the Authority's Engineer in verifying compliance with the Maintenance Requirements.
- (iii) For each case of non-compliance of Maintenance Requirements as specified in the inspection report of the Authority's Engineer, the Authority's Engineer shall calculate the amount of reduction in payment in accordance with the formula specified in Schedule-M.
- (iv) Any deduction made on account of non-compliance will not be paid subsequently even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is procured.

15.3 Tests

For determining that the Project Highway conforms to the Maintenance Requirements, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, Tests specified by it in accordance with Good Industry Practice. The Contractor shall, with due diligence, carry out or cause to be carried out all such Tests in accordance with the instructions of the Authority's Engineer and furnish the results of such Tests forthwith to the Authority's Engineer.

At any time during Maintenance Period, the Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The Auditor in the presence of the representatives of the Contractor and the Authority's Engineer shall carry out the Tests and/or collect samples for testing in the laboratory. The timing, the testing equipment and the sample size of this audit shall be as decided by the Authority. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor and the Authority's Engineer for taking remedial measures. After completion of the remedial measures by the Contractor, the auditor shall undertake a closure audit and this process will continue till the remedial measures have brought the maintenance works into compliance with the

Specifications and Standards. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 15.3, the external technical audit shall not affect any obligations of the Contractor or the Authority's Engineer under this Agreement.

15.4 Reports of unusual occurrence

The Contractor shall, during the Maintenance Period, prior to the close of each day, send to the Authority and the Authority's Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A monthly summary of such reports shall also be sent within 3 (three) business days of the closing of month. For the purposes of this Clause 15.4, accidents and unusual occurrences on the Project Highway shall include:

- (a) accident, death or severe injury to any person;
- (b) damaged or dislodged fixed equipment;
- (c) flooding of Project Highway; and
- (d) any other unusual occurrence.

ARTICLE 16

TRAFFIC REGULATION

16.1 Traffic regulation by the Contractor

- (i) The Contractor shall take all the required measures and make arrangements for the safety of Users during the Construction and Maintenance of the Project Highway or a Section thereof in accordance with the provisions of MORTH Specifications. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.
- (ii) All works shall be carried out in a manner creating least interference to traffic passing through the Project Highway or a Section thereof. In sections where construction or maintenance Works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. 'ROBOTS' may be used for diversion and control of traffic during Construction. The Contractor shall take prior approval of the Authority's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall not be unreasonably withheld.

ARTICLE 17**DEFECTS LIABILITY****17.1 Defects Liability Period**

- (i) The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the “**Defects Liability Period**”) as specified below:
- (a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement;
 - (b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement;
 - (c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design;
 - (d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels;
 - (e) 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.
 - (f) 3 (three) years from the date of completion for stretches requiring renewal of Bituminous Concrete (BC) layer through either using hot-in-place recycling of the entire BC layer or providing a fresh layer of BC with 40mm thickness.
 - (g) 3 (three) years from the date of completion for stretches requiring improvement to riding quality, in cases other than those mentioned in para (f) above, through laying a layer of BM/DBM and BC.

The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because of usual wear or tear in the Project Highway or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article 14.

17.2 Remedying Defects

Save and except as provided in Clause 14.1 (iii), the Contractor shall repair or rectify all Defects and deficiencies observed by the Authority or Authority’s Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Authority or Authority’s Engineer in this behalf, or within such reasonable period as may be determined by the Authority or Authority’s Engineer at the request of the Contractor, in accordance with Good Industry Practice.

17.3 Cost of remedying Defects

Any repair or rectification undertaken in accordance with the provisions of Clause 17.2, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- (a) the design of the Project;
- (b) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- (c) improper maintenance during construction of the Project Highway by the Contractor; and/
or
- (d) failure by the Contractor to comply with any other obligation under this Agreement.

17.4 Contractor’s failure to rectify Defects

If the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 17.2, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost to make the Project Highway conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to 20% (twenty percent) of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.

17.5 Extension of Defects Liability Period

The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 17.2 have been remedied or rectified.

ARTICLE 18

AUTHORITY'S ENGINEER

18.1 Appointment of the Authority's Engineer

- (i) The Authority shall appoint a firm of Consulting Engineers or a Project Monitoring Committee (PMC) substantially in accordance with the selection criteria set forth in Schedule-N, to be the engineer under this Agreement (the "**Authority's Engineer**"). In unavoidable circumstances, Authority may appoint an officer to act as Authority's Engineer until appointment of a Consulting Engineering firm/ Supervision Consultant/ PMC.
- (ii) The officer in-charge of the Authority (e.g. PD/ RO/ CGM/ Member in the case of NHAI; RO/CE/ADG in the case of MoRTH projects executed through the State PWDs; and PD/ED/Director in the case of NHIDCL) is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed under clause 18.2. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.
- (iii) The Authority's Engineer should be appointed within 10 days from the date of this Agreement or before declaration of Appointed Date, whichever is earlier. The Authority shall notify the appointment or replacement of the Authority's Engineer to the Contractor.
- (iv) The staff of the Authority's Engineer shall include suitably qualified engineers and other professionals who are competent to assist the Authority's Engineer to carry out its duties.

18.2 Duties and authority of the Authority's Engineer

- (i) The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement and substantially in accordance with the terms of reference ("**Terms of Reference**" or "**TOR**") set forth in Annexure-I of Schedule N, 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;
 - (d) issuance of Completion Certificate; or
 - (e) any other matter which is not specified in (a), (b), (c) or (d) above and which creates financial liability on either Party.
- (ii) No decision or communication of the Authority's Engineer shall be effective or valid unless it is accompanied by an attested true copy of the approval of the Authority for and in respect of any matter specified in Clause 18.2 (i).
- (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. For the avoidance of doubt, the Authority's Engineer shall include in its report, compliance of the recommendations of the Safety Consultant.

18.3 Delegation by the Authority's Engineer

- (i) The Authority's Engineer may, by order in writing, delegate any of his duties and responsibilities to suitably qualified and experienced personnel who are accountable to Authority's Engineer, or may revoke any such delegation, under intimation to the Authority and the Contractor. Provided, however, that the Authority's Engineer shall be responsible and liable for all actions and omissions of such personnel.
- (ii) Any failure of the Authority's Engineer to disapprove any work, Plant or Materials shall not constitute approval, and shall, therefore, not prejudice the right of the Authority to reject the work, Plant or Materials, which is not in accordance with the provisions of this Agreement and the Specifications and Standards.
- (iii) Notwithstanding anything stated in Clause 18.3 (i) above, the Authority's Engineer shall not delegate the authority to refer any matter for the Authority's prior approval wherever required in accordance with the provisions of Clause 18.2.

18.4 Instructions of the Authority's Engineer

- (i) The Authority's Engineer may issue instructions for remedying any Defect(s) to the Contractor. The Contractor shall take such instructions from the Authority's Engineer, or from an assistant to whom appropriate authority has been delegated under Clause 18.3.
- (ii) The instructions issued by the Authority's Engineer shall be in writing. However, if the Authority's Engineer issues any oral instructions to the Contractor, it shall confirm the oral instructions in writing within 2 (two) working days of issuing them.
- (iii) In case the Contractor does not receive the confirmation of the oral instructions within the time specified in Clause 18.4 (ii), the Contractor shall seek the written confirmation of the oral instructions from the Authority's Engineer. The Contractor shall obtain acknowledgement from the Authority's Engineer of the communication seeking written confirmation. In case of failure of the Authority's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instructions.
- (iv) In case of any dispute on any of the instructions issued by the delegated assistant, the Contractor may refer the dispute to the Authority's Engineer, who shall then confirm, reverse or vary the instructions within 3 (three) business days of the dispute being referred.

18.5 Determination by the Authority's Engineer

- (i) The Authority's Engineer shall consult with each Party in an endeavour to reach agreement wherever this Agreement provides for the determination of any matter by the Authority's Engineer. If such agreement is not achieved, the Authority's Engineer shall make a fair determination in accordance with this Agreement having due regard to all relevant circumstances. The Authority's Engineer shall give notice to both the Parties of each agreement or determination, with supporting particulars.
- (ii) Each Party shall give effect to each agreement or determination made by the Authority's Engineer in accordance with the provisions of this Agreement. Provided, however, that if any Party disputes any instruction, decision, direction or determination of the Authority's Engineer, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

18.6 Remuneration of the Authority's Engineer

The remuneration, costs and expenses of the Authority's Engineer shall be paid by the Authority.

18.7 Termination of the Authority's Engineer

- (i) The Authority may, in its discretion, replace the Authority's Engineer at any time. However, the Authority shall ensure that alternative arrangements for appointment of another Authority's Engineer or designation of its own officer as the Authority Engineer

for the intervening period are made simultaneously.

- (ii) If the Contractor has reasons to believe that the Authority's Engineer is not discharging its duties and functions in accordance with the provisions of this Agreement, it may make a written representation to the Authority and seek termination of the appointment of the Authority's Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Contractor and the Authority's Engineer and make best efforts for an amicable resolution of the representation. In the event that the appointment of the Authority's Engineer is terminated hereunder, the Authority shall appoint forthwith another Authority's Engineer in accordance with Clause 18.1 and 18.7 (i).

PART IV
FINANCIAL COVENANTS

ARTICLE 19

PAYMENTS

19.1 Contract Price

- (i) The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of INR (INR) (the "**Contract Price**"), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall not include the cost of Maintenance, which shall be paid separately in accordance with the provisions of Clause 19.7. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate.
- (ii) The Contract Price includes all duties, taxes, royalty, cess, charges, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.
- (iii) The Contract Price shall not be adjusted for any change in costs stated in Clause 19.1
- (ii) above, except as stated in Clauses 19.10 and 19.17.
- (iv) The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.
- (v) Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Project Highway.
- (vi) All payments under this Agreement shall be made in Indian Rupees.

19.2 Advance Payment

- (i) The Authority shall make an interest-bearing advance payment (the "**Advance Payment**") @ "**Bank Rate + 3%**", equal to 10 % (ten percent) of the Contract Price, exclusively for mobilisation expenses. The Advance Payment for mobilisation expenses shall be made in two installments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier.

In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee. This advance shall be further subject to the condition that:

- (a) such new equipment are considered by the Authority's Engineer to be necessary for the works and
- (b) these new equipment should be procured in the name of Contractor and is verified by Authority's Engineer to have been brought to site.

The Advance Payment for mobilization expenses and for acquisition of key new Construction equipment would be deemed as interest bearing advance at the applicable interest rate (@"Bank rate + 3%"), to be compounded annually on a reducing balance basis.

The interest would be recovered along with the recovery of mobilization Advance Payment as per provision laid down for the mobilization advance recovery.

- (ii) The Contractor may apply to the Authority for the first installment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.
- (iii) At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to the Authority for the second installment of the Advance Payment along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

The Contractor has the option of splitting the Bank Guarantee against Advance Payment for mobilization expenses into parts, each not less than 2.75% (two point seven five per cent) of the Contract Price. Each part of the guarantee shall remain effective till full repayment of such part advance corresponding to this bank guarantee. Such part of Bank Guarantee shall be returned to the Contractor on recovery under the Agreement of the full amount of such part guarantee within 30 (thirty) days of the said recovery.

- (iv) The Advance Payment shall be paid by the Authority to the Contractor within 15 (fifteen) days of the receipt of its respective requests in accordance with the provisions of this Clause 19.2.
- (v) The Advance Payment shall be repaid through percentage deductions from the stage payments determined by the Authority's Engineer in accordance with Clause 19.5, as follows:
 - (a) deductions shall commence in the first Stage Payment Statement;
 - (b) deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (eighty percent) of the Schedule Construction Period is over;
 - (c) if total certified stage payments (excluding the Advance Payment and deductions and repayments of retention) does not exceed 20% (twenty percent) of the Contract Price within [50% of the Scheduled Construction Period] from the Appointed Date then the Advance Payment including interest shall be recovered by encashment of the Bank Guarantee for the Advance Payment.
- (vi) If the Advance Payment has not been fully repaid prior to Termination under Clause 21.7 or Article 23, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions of Clause 19.2 (vi), in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest @ "**Bank Rate+5%**" per annum from the date of Advance Payment to the date of recovery by encashment of the Bank Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on the unrecovered balance.

19.3 Procedure for estimating the payment for the Works

- (i) The Authority shall make interim payments to the Contractor as certified by the Authority's Engineer on completion of a stage, in a length, number or area as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule-H.
- (ii) The Contractor shall base its claim for interim payment for the stages completed till the end of the month for which the payment is claimed, valued in accordance with Clause 19.3 (i), supported with necessary particulars and documents in accordance with this

Agreement.

- (iii) Any reduction in the Contract Price arising out of Change of Scope or the works withdrawn under Clause 8.3 shall not affect the amounts payable for the items or stage payments thereof which are not affected by such Change of Scope or withdrawal. For avoidance of doubt and by way of illustration, the Parties agree that if the amount assigned to Major Bridges is reduced from Rs. 100 crore to Rs. 80 crore owing to Change of Scope or withdrawal of work, the reduction in payment shall be restricted to relevant payments for Major Bridges only and the payment due in respect of all other stage payments under the item Major Bridges shall not be affected in any manner. The Parties further agree that the adjustments arising out of the aforesaid modifications shall be carried out in a manner that the impact of such modifications is restricted to the said Change of Scope or withdrawal, as the case may be, and does not alter the payments due for and in respect of items or stage payments which do not form part of such Change of Scope or withdrawal.

19.4 Stage Payment Statement for Works

The Contractor shall submit a statement (the “**Stage Payment Statement**”), in 3 (three) copies, by the 7th (seventh) day of the month to the Authority’s Engineer in the form set forth in Schedule-O, showing the amount calculated in accordance with Clause 19.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.

19.5 Stage Payment for Works

- (i) Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, the Authority’s Engineer shall broadly determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Authority’s Engineer. Within 10 (ten) days of the receipt of recommendation of the Authority’s Engineer, the Authority shall make electronic payment directly to the Contractor’s bank account.
- (ii) Within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, the Authority’s Engineer shall determine and shall deliver to the Authority and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. For the avoidance of doubt, the Parties agree that the IPC shall specify all the amounts that have been deducted from the Stage Payment Statement and the reasons therefor.
- (iii) In cases where there is a difference of opinion as to the value of any stage, the Authority’s Engineer’s view shall prevail and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor’s right to raise a Dispute.
- (iv) The Authority’s Engineer may, for reasons to be recorded, withhold from payment:
- (a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and the Authority’s Engineer had notified the Contractor; and
 - (b) the estimated cost of rectification of work done being not in accordance with this Agreement.
- (v) Payment by the Authority shall not be deemed to indicate the Authority’s acceptance, approval, consent or satisfaction with the work done.

19.6 Monthly Maintenance Statement of the Project Highway

- (i) The Contractor shall submit to the Authority’s Engineer a monthly maintenance statement

(“**Monthly Maintenance Statement**”) in 3 (three) copies by the 7th (seventh) day of each month in the format set forth in Schedule-0 for the Maintenance of the Project Highway during the previous month.

- (ii) The monthly lump sum amount payable for Maintenance shall be 1/12th (one- twelfth) of the annual cost of Maintenance as specified in Clause 14.1 (i).

19.7 Payment for Maintenance of the Project Highway

- (i) Within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, the Authority’s Engineer shall verify the Contractor’s monthly maintenance statement and certify the amount to be paid to the Contractor taking into account:

- (a) Compliance with the Maintenance Requirements; and

- (b) reduction for non-compliance with the Maintenance Requirement in accordance with Clause 19.7 (ii).

The Authority’s Engineer shall deliver to the Authority an IPC approving or amending the monthly maintenance statement to reflect the amount due to the Contractor in accordance with this Agreement.

- (ii) Maintenance shall be measured in units of one kilometre each; provided, however, that payment thereof shall be made in fixed monthly amounts in accordance with this Agreement. If the Maintenance Requirements set forth in Schedule-E are not met, reduction in payments shall be made in accordance with the provisions of Schedule-M. The reductions for non-compliance with the Maintenance Requirements shall be applied on the basis of monthly inspections by the Authority’s Engineer.

- (iii) The deduction made on account of non-compliance with the Maintenance Requirements shall not be subsequently considered for payment after the compliance is achieved by repair or rectification.

- (iv) The Authority shall pay to the Contractor every quarter any amount due under any IPC under this Clause 19.7. The payment shall be made no later than 30 (thirty) days from the date of submission of the last IPC for the relevant quarter.

19.8 Payment of Damages

- (i) The Contractor may claim Damages due and payable to it in accordance with the provisions of this Agreement.

- (ii) The Authority’s Engineer shall issue the IPC within 15 (fifteen) days of the receipt of the claim under Clause 19.8 (i), after making adjustments in accordance with the provisions of this Agreement. The Authority shall pay to the Contractor the amount due under any IPC within a period of 30 (thirty) days from the date of the submission of the claim under this Clause 19.8. In the event of the failure of the Authority to make payment to the Contractor within the specified time, the Authority shall be liable to pay to the Contractor interest thereon and the provisions of Clause 19.9 shall apply mutatis mutandis thereto.

19.9 Time of payment and interest

- (i) The Authority shall pay to the Contractor any amount due under any payment certificate issued by the Authority’s Engineer in accordance with the provisions of this Article 19, or in accordance with any other clause of this Agreement as follows:

- (a) payment shall be made no later than 30 (thirty) days from the date of submission of the Stage Payment Statement by the Contractor to the Authority’s Engineer for certification in accordance with the provisions of Clause 19.4 for an IPC; provided that, in the event the IPC is not issued by the Authority’s Engineer within the aforesaid period of 30 (thirty) days, the Authority shall pay the amount shown in the Contractor’s Stage Payment Statement and any discrepancy therein shall be added to, or

deducted from, the next payment certificate issued to the Contractor; and

- (b) payment shall be made no later than 30 (thirty) days from the date of submission of the Final Payment Certificate for Works along with the discharge submitted to the Authority's Engineer in accordance with the provisions of Clause 19.15 for certification.
- (ii) In the event of the failure of the Authority to make payment to the Contractor within the time period stated in this Clause 19.9, the Authority shall be liable to pay to the Contractor interest @ Bank Rate+ 3% per annum, on all sums remaining unpaid from the date on which the same should have been paid, calculated in accordance with the provisions of sub-Clauses (a) and (b) of Clause 19.9 (i) and till the date of actual payment.

19.10 Price adjustment for the Works

- (i) The amounts payable to the Contractor for Works shall be adjusted in accordance with the provisions of this Clause 19.10
- (ii) Subject to the provisions of Clause 19.10 (iii), the amounts payable to the Contractor for Works, shall be adjusted in the IPC issued by the Authority's Engineer for the increase or decrease in the index cost of inputs for the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in Clause 19.10 (iv).
- (iii) To the extent that full compensation for any increase or decrease in costs to the Contractor is not covered by the provisions of this or other Clauses in this Agreement, the costs and prices payable under this Agreement shall be deemed to include the amounts required to cover the contingency of such other increase or decrease of costs and prices.
- (iv) The Contract Price shall be adjusted for increase or decrease in rates and price of labour, cement, steel, Plant, machinery and spares, bitumen, fuel and lubricants, and other material inputs in accordance with the principles, procedures and formulae specified below:
 - (a) Price adjustment shall be applied on completion of the specified stage of the respective item of work in accordance with Schedule-H;
 - (b) Adjustment for each item of work/stage shall be made separately;
 - (c) The following expressions and meanings are assigned to the value of the work done:
 - RW= Value of work done for the completion of a stage under the following items of Schedule-H:
 - i. Road works; and
 - ii. Other works
 - BR = Value of work done for the completion of a stage under the items Major Bridges and Structures (Schedule-H)
 - (d) Price adjustment for changes in cost shall be paid in accordance with the following formulae:
 - (i) $VRW = 0.85 RW \times [PL \times (LI - LO)/LO + PA \times (AI - AO)/AO + PF \times (FI - FO)/FO + PB \times (BI - BO)/BO + PM \times (MI - MO)/MO + PC \times (CI - CO)/CO + PS \times (SI - SO)/SO]$
 - (ii) $VBR = 0.85 BR \times [PL \times (LI - LO)/LO + PA \times (AI - AO)/AO + PF \times (FI - FO)/FO + PM \times (MI - MO)/MO + PC \times (CI - CO)/CO + PS \times (SI - SO)/SO]$

Where,

VRW = Increase or decrease in the cost of road works/other works during the period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).

VBR = Increase or decrease in the cost of Major Bridges and Structures during the

period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).

PB, PC, PL, PM, and PS are the percentages of bitumen, cement, labour, other materials, and steel/components (including strands and cables) respectively for the relevant item as stated in sub-paragraph (e).

PA is the percentage of Plant, machinery and spares component for the relevant item as stated in sub-paragraph (e).

PF is the percentage of fuel and lubricants for the relevant items as stated in sub-paragraph (e).

A_0 = The wholesale price index as published by the Ministry of Commerce & Industry, Government of India (hereinafter called "WPI") for "Manufacture of machinery for mining, quarrying and construction" for the month of the Base Date.

A_1 = The WPI for construction machinery for the month three months prior to the month to which the IPC relates.

B_0 = The official retail price of bitumen at the nearest refinery at [Panipat] on the Base Date.

B_1 = The official retail price of bitumen at nearest refinery at [Panipat], on the first day of the month three months prior to the month to which the IPC relates.

C_0 = The WPI for Ordinary Portland Cement for the month of the Base Date.

C_1 = The WPI for Ordinary Portland Cement for the month three months prior to the month to which the IPC relates.

F_0 = The official retail price of high-speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation ("IOC") in the UT of [Jammu & Kashmir] on the Base Date.

F_1 = The official retail price of HSD at the existing consumer pumps of IOC in the UT of [Jammu & Kashmir] on the first day of the month three months prior to the month to which the IPC relates.

L_0 = The consumer price index for industrial workers for the [circle **** in the UT of Jammu & Kashmir], published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Date.

L_1 = The CPI for the month three months prior to the month to which the IPC relates.

M_0 = The WPI for all commodities for the month of the Base Date.

M_1 = The WPI for all commodities for the month three months prior to the month to which the IPC relates.

S_0 = The WPI for Mild Steel –Long Products for the month of the Base Date.

S_1 = The WPI for Mild Steel –Long Products for the month three months prior to the month to which the IPC relates.

(e) The following percentages shall govern the price adjustment of the Contract Price:

Component	Item				
	Road Works				Major Bridges and Structures
	Earthwork, Granular work, and Other works	Bituminous work	Cement Concrete Pavement	Culverts, minor bridges and other structures	

Component	Item				
	Road Works				Major Bridges and Structures
	Earthwork, Granular work, and Other works	Bituminous work	Cement Concrete Pavement	Culverts, minor bridges and other structures	
Labour (PL)	[20%]	[20%]	[20%]	[15%]	[15%]
Cement (PC)	[5%]	Nil	[20%]	[15%]	[15%]
Steel (PS)	Nil	Nil	Nil	[15%]	[20%]
Bitumen (PB)	Nil	[15%]	Nil	Nil	Nil
Fuel and lubricants (PF)	[10%]	[10%]	[10%]	[10%]	[10%]
Other Materials (PM)	[50%]	[40%]	[35%]	[30%]	[25%]
Plant, machinery and spares. (PA)	[15%]	[15%]	[15%]	[15%]	[15%]
Total	100%	100%	100%	100%	100%

19.11 Restrictions on price adjustment

Price adjustment shall be due and payable only in respect of the stages of Works for which the Stage Payment Statement has been submitted by the Contractor no later than 30 (thirty) days from the date of the applicable Project Milestone or the Scheduled Completion Date, as the case may be, including any Time Extension granted therefor in accordance with the provisions of this Agreement. For the avoidance of doubt, in the event of submission of any Stage Payment Statement after the period specified herein, price adjustment shall be applicable until the date of the respective Project Milestone or the Scheduled Completion Date, as the case may be.

19.12 Price adjustment for Maintenance of Project Highway

Lump sum payment for Maintenance shall be adjusted every quarter for changes in rates and prices of various inputs in accordance with the formula given below:

$$V = P \times \frac{W_1 - W_0}{W_0}$$

Where

V= Increase or decrease in the quarterly lump sum payment

P= Quarterly lump sum payment due to the Contractor after adjusting any reduction in payment for non-compliance of the Maintenance Requirements

W₀= The wholesale price index (all commodities) for the month of the Base Date.

W₁= The wholesale price index (all commodities) for the first day of the quarter under consideration for determining the price adjustment.

19.13 Final Payment Statement

(i) Within 60 (sixty) days after receiving the Completion Certificate under Clause 12.2, the Contractor shall submit to the Authority's Engineer for consideration 6 (six) copies of a Final Payment Statement (the "**Final Payment Statement**") for Works, with supporting documents showing in detail, in the form prescribed by the Authority's Engineer:

- (a) the summary of Contractor's Stage Payment claims for Works as submitted in accordance with Clause 19.4;
- (b) the amounts received from the Authority against each claim; and
- (c) any further sums which the Contractor considers due to it from the Authority.

If the Authority's Engineer disagrees with or cannot verify any part of the Final Payment

Statement, the Contractor shall submit such further information as the Authority's Engineer may reasonably require. The Authority's Engineer shall deliver to the Authority:

- i. an IPC for those parts of the Final Payment Statement which are not in dispute, along with a list of disputed items which shall then be settled in accordance with the provisions of Article 26; or
 - ii. a Final Payment Certificate in accordance with Clause 19.15 if there are no disputed items.
- (ii) If the Authority's Engineer does not prescribe the form referred to in Clause 19.13 (i) within 15 (fifteen) of the date of issue of the Completion Certificate, the Contractor shall submit the statement in such form as it deems fit.

19.14 Discharge

Upon submission of the Final Payment Statement for Works under Clause 19.13, the Contractor shall give to the Authority, with a copy to the Authority's Engineer, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all the Works arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued pursuant to Clause 19.15.

19.15 Final Payment Certificate

- (i) Within 30 (thirty) days after receipt of the Final Payment Statement for Works under Clause 19.13, and the written discharge under Clause 19.14, and there being no disputed items of claim, the Authority's Engineer shall deliver to the Authority, with a copy to the Contractor, a final payment certificate (the "**Final Payment Certificate**") stating the amount which, in the opinion of the Authority's Engineer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Authority's Engineer shall ascertain from the Authority all amounts previously paid by the Authority and for all sums to which the Authority is entitled, the balance, if any, due from the Authority to the Contractor or from the Contractor to the Authority, as the case may be.
- (ii) The Authority shall, in accordance with the provisions of Clause 19.9, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate.

19.16 Final payment statement for Maintenance

- (i) Within 30 (thirty) days after completion of the Maintenance Period, the Contractor shall submit to the Authority's Engineer 6 (six) copies of the final payment statement for Maintenance of the Project Highway, with supporting documents showing the details set forth below in the form prescribed by the Authority's Engineer:
 - (a) the total amount claimed in accordance with clause 19.7 (i) and
 - (b) any sums which the Contractor considers to be due to it, with supporting documents.
- (ii) The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance under Clause 19.16 (i), segregating the items of amount payable from the items of amount disallowed. The Authority shall make payment on the basis of the final payment authorised by the Authority's Engineer within a period of 30 (thirty) days of the receipt of the Final Payment Statement from the Authority's Engineer.
- (iii) If the Authority's Engineer does not prescribe the form within 15 (fifteen) days of the date of issue of the Completion Certificate, the Contractor shall submit the statement in such form as it deems fit.

19.17 Change in law

- (i) If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Engineer of such additional cost due to Change in Law.
- (ii) If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the Authority's Engineer of such reduction in cost due to Change in Law.
- (iii) The Authority's Engineer shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

19.18 Correction of Interim Payment Certificates

The Authority's Engineer may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the Authority's Engineer.

19.19 Authority's claims

If the Authority considers itself to be entitled to any payment from the Contractor under any Clause of this Agreement, it shall give notice and particulars to the Contractor 20 (twenty) days before making the recovery from any amount due to the Contractor, and shall take into consideration the representation, if any, made by the Contractor in this behalf, before making such recovery.

19.20 Bonus for early completion

In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.03% (zero point zero three per cent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 5% (five per cent) of the Contract Price. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate. For the avoidance of the doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the works shall always be deemed to be as specified in this Contract Agreement but excluding the works deemed to be deleted from the scope of work under clause 8.3 of this Contract Agreement and the Contract Price shall always be deemed to be the amount specified in Clause 19.1 (i) after excluding the Contract Price of the Works deemed to be deleted from the Scope of Work under clause 8.3 of this Contract Agreement, and shall exclude any revision thereof for any reason. The Parties also agree that bonus shall be payable only if each work for which Time Extension has been granted is completed within respective Extended Time.

ARTICLE 20**INSURANCE****20.1 Insurance for Works and Maintenance**

- (i) The Contractor shall effect and maintain at its own cost the insurances specified in Schedule-P and as per the requirements under the Applicable Laws.
- (ii) Subject to the provisions of Clause 21.6, the Authority and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this Article 20 or cannot be recovered from the insurers.
- (iii) Subject to the exceptions specified in Clause 20.1 (iv) below, the Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Authority from and against any and all losses, damages, costs, charges and/or claims with respect to:
 - (a) the death of or injury to any person; or
 - (b) the loss of or damage to any property (other than the Works); that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of the Works or the remedying of any Defects therein.
- (iv) Notwithstanding anything stated above in Clause 20.1 (iii), the Authority shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to:
 - (a) the use or occupation of land or any part thereof by the Authority;
 - (b) the right of the Authority to execute the Works, or any part thereof, on, over, under, in or through any land;
 - (c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any Defects therein, in accordance with this Agreement; and
 - (d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Authority, its agents, servants or other contractors, not being employed by the Contractor.

Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the Authority shall be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to the extent as may be proportionately determined to be the liability of the Authority, its servants or agents or other contractors not associated with the Contractor in such injury or damage.
- (v) Without prejudice to the obligations of the Parties as specified under Clauses 20.1 (iii) and 20.1 (iv), the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.
- (vi) The Contractor shall provide to the Authority, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.

20.2 Notice to the Authority

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 20. Within 15 (fifteen) days of

receipt of such notice, the Authority may require the Contractor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

20.3 Evidence of Insurance Cover

- (i) All insurances obtained by the Contractor in accordance with this Article 20 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (ten) days from the Appointed Date, the Contractor shall furnish to the Authority notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Authority. The Contractor shall act in accordance with the directions of the Authority. Provided that the Contractor shall produce to the Authority the insurance policies in force and the receipts for payment of the current premia.
- (ii) The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement.

20.4 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

20.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Article 20 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

20.6 Contractor's waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

20.7 Cross liabilities

Any such insurance maintained or effected in pursuance of this Article 20 shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Authority as separately insured.

20.8 Accident or injury to workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or wilful default of the Authority, its agents or servants. The Contractor shall indemnify and keep indemnified the Authority from and against all such claims, proceedings, damages, costs,

charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or wilful defaults for which the Authority shall be liable.

20.9 Insurance against accident to workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Project Highway from and against any liability incurred in pursuance of this Article 20. Provided that for the purposes of this Clause 20.9, the Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. It is further provided that, in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause 20.9 shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Authority is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Authority, when required, such policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by the Authority.

20.10 Application of insurance proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to the works undertaken out of the proceeds of insurance.

20.11 Compliance with policy conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

20.12 General Requirements of Insurance Policies The Contractor must:

- (a) immediately deposit copies of the policies or certificates of any insurance which it is required to effect under the Contract, together with receipts for the premiums;
- (b) effect all insurances for which the Contractor is responsible with an insurer approved by the Authority;
- (c) make no material changes to the terms of any insurance without the Authority's approval;
- (d) in all respects comply with any conditions stipulated in the insurance policies which the Contractor is required to effect under the Agreement or which the Authority has effected in relation to the Facility and notified to the Contractor; and shall provide all assistance to the Authority in the application for, and finalization of, such comprehensive insurance package;
- (e) regardless of the extent of settlement of claims by the underwriters or the time taken for settlement of claims, the Contractor shall make good any loss, or damage at its own cost promptly;
- (f) provide all assistance to the Authority in the application for, and finalization of, such comprehensive insurance package;
- (g) pay the Contractor's share of the insurance premiums for insurance premiums allocated under such comprehensive insurance package policy to the insurances directly to the insurance provider promptly on demand. In case the Contractor fails to make such payment in time, the Authority may elect to pay the Contractor's share and adjust it against amounts payable to the Contractor under this Agreement;
- (h) in the case of occurrence of any event leading to an insurance claim, promptly follow the procedures specified by the insurance provider, and provide full cooperation and access to

the insurance provider or its representative, to settle the claim expeditiously;

- (i) require all the Sub-Contractors providing equipment and materials or services to the Contractor or the Authority to obtain, maintain and keep in force during the time in which they are involved in the performance of the Works hereunder insurance coverage consistent with the Contractor's insurance obligations hereunder and the Contractor shall also be responsible for fulfillment of this requirement; and
- (j) the required insurance coverage and the Contractor's obligations-referred to shall in no way affect or limit the Contractor's liability with respect to its performance of the Works. Nothing in this Section shall limit or relieve the Contractor of its liabilities and obligations under this Agreement.

PART V
FORCE MAJEURE AND TERMINATION

ARTICLE 21
FORCE MAJEURE

21.1 Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 21.2, 21.3 and 21.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

21.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts (other than those involving the Contractor, Sub- contractors or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.3;
- (c) any failure or delay of a Sub-contractor but only to the extent caused by another Non-Political Event;
- (d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- (e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (f) any event or circumstances of a nature analogous to any of the foregoing.

21.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (g) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (h) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- (i) any civil commotion, boycott or political agitation which prevents construction of the Project Highway by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- (j) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;
- (k) any Indirect Political Event that causes a Non-Political Event; or

(l) any event or circumstances of a nature analogous to any of the foregoing.

21.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (m) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 19.17;
- (n) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-Contractors;
- (o) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- (p) any failure or delay of a Sub-contractor but only to the extent caused by another Political Event; or
- (q) any event or circumstances of a nature analogous to any of the foregoing.

21.5 Duty to report Force Majeure Event

- (i) Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
 - (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 21 with evidence in support thereof;
 - (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - (d) any other information relevant to the Affected Party's claim.
- (ii) The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- (iii) For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 21.5 (i), and such other information as the other Party may reasonably request the Affected Party to provide.

21.6 Effect of Force Majeure Event on the Agreement

- (i) Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "**Force Majeure costs**") shall be allocated and paid as follows:
 - (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs

thereof;

- (b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and
- (c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.
- (d) For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.
- (ii) Save and except as expressly provided in this Article 21, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.
- (iii) Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

21.7 Termination Notice for Force Majeure Event

- (i) If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 21, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.8 Termination Payment for Force Majeure Event

- (i) In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under Clause 23.5.

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Engineer shall only determine the value of Works associated with Maintenance.

- (ii) If Termination is on account of an Indirect Political Event, the Termination Payment shall include:
 - (a) any sums due and payable under Clause 23.5; and
 - (b) the reasonable cost, as determined by the Authority's Engineer, of the Plant and Materials procured by the Contractor and transferred to the Authority for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards;

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Engineer shall only determine the value of Works associated with Maintenance.

- (iii) If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 23.6 (ii) as if

it were an Authority Default.

21.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/ or excuse on account of such Force Majeure Event.

21.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (r) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (s) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (t) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 22**SUSPENSION OF CONTRACTOR'S RIGHTS****22.1 Suspension upon Contractor Default**

Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of the Works or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

22.2 Authority to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 22.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Project Highway and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

22.3 Revocation of Suspension

- (i) In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.
- (ii) Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

22.4 Termination

- (i) At any time during the period of Suspension under this Article 22, the Contractor may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 23.
- (ii) Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Contractor Default.

ARTICLE 23

TERMINATION

23.1 Termination for Contractor Default

- (i) Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the “**Contractor Default**”), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:
- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
 - (b) after the replenishment or furnishing of fresh Performance Security in accordance with Clause 7.3, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
 - (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days;
 - (d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority;
 - (e) the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the Authority’s Engineer;
 - (f) the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof;
 - (g) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority’s Engineer;
 - (h) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority;
 - (i) the Contractor creates any Encumbrance in breach of this Agreement;
 - (j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
 - (k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
 - (l) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
 - (m) a resolution for winding up or insolvency of the Contractor is passed, or any petition for winding up or insolvency of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver or interim resolution professional, as the case may be, is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of

such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

- i. the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;
- (n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be false or the Contractor is at any time hereafter found to be in breach or non-compliance thereof;
- (o) the Contractor submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (p) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.
- (r) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- i. for doing or forbearing to do any action in relation to the Contract, or
 - ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (s). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.
- (ii) Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
- (iii) The following shall apply in respect of cure of any of the defaults and/ or breaches of the Agreement:
- (a) The Cure Period shall commence from the date of the notice by the Authority to the Contractor asking the latter to cure the breach or default specified in such notice;
 - (b) The Cure Period provided in the Agreement shall not relieve the Contractor from liability for Damages caused by its breach or default;
 - (c) The Cure Period shall not in any way be extended by any period of suspension under the Agreement;
 - (d) If the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority hereunder the applicable Cure Period (and any liability of the Contractor for damages incurred) shall be extended by the period taken by the Authority to accord its required approval.
- (iv) After termination of this Agreement for Contractor Default, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities

may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

23.2 Termination for Authority Default

- (i) In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:
- (a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Contractor;
 - (b) the Authority has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;
 - (c) the Authority has failed to provide, within a period of 180 (one hundred and eighty) days from the Appointed Date, the environmental clearances required for construction of the Project Highway;
 - (d) the Authority becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect;
 - (e) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement;
 - (f) the Authority's Engineer fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents; or
 - (g) the whole work is suspended by Authority beyond 120 (one hundred twenty) days for any reason which is not attributed to the Contractor.
- (ii) Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Authority Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

If on the consideration of the Authority's representation or otherwise, the contractor does not issue the Termination Notice on such 15th (fifteenth) day and prefers to continue with the project, it is deemed that the cause of action of the Termination Notice has been condoned by the Contractor and he would be deemed to have waived any claim and forfeited any right to any other remedy on that count or in relation to such action or omission.

23.3 Termination for Authority's convenience

Notwithstanding anything stated hereinabove, the Authority may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice provided to the Contractor.

23.4 Requirements after Termination

Upon Termination of this Agreement in accordance with the terms of this Article 23, the Contractor shall comply with and conform to the following:

- (a) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, Maintenance, other design documents;
- (b) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable

Laws; and

(c) vacate the Site within 15 (fifteen) days.

23.5 Valuation of Unpaid Works

- (i) Within a period of 45 (forty-five) days after Termination under Clause 23.1, 23.2 or 23.3, as the case may be, has taken effect, the Authority's Engineer shall proceed in accordance with Clause 18.5 to determine as follows the valuation of unpaid Works (the "**Valuation of Unpaid Works**"):
 - (a) value of the completed stage of the Works, less payments already made;
 - (b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and
 - (c) value of Maintenance, if any, for completed months, less payments already made, and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.
- (ii) The Valuation of Unpaid Works shall be communicated to the Authority, with a copy to the Contractor, within a period of 30 (thirty) days from the date of Termination.

23.6 Termination Payment

- (i) Upon Termination on account of Contractor's Default under Clause 23.1, the Authority shall:
 - (a) encash and appropriate the Performance Security, Additional Performance Security if any and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security and Additional Performance Security if any, claim the amount stipulated in Clause 7.1, as agreed pre- determined compensation to the Authority for any losses, delays and cost of completing the Works and Maintenance, if any;
 - (b) encash and appropriate the Bank Guarantee, if any, for and in respect of the outstanding Advance Payment and interest thereon; and
 - (c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement.
- (ii) Upon Termination on account of an Authority Default under Clause 23.2 or for Authority's convenience under Clause 23.3, the Authority shall:
 - (a) return the Performance Security, Additional Performance Security and Retention Money forthwith;
 - (b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment; and
 - (c) pay to the Contractor, by way of Termination Payment, an amount equal to:
 - i. Valuation of Unpaid Works;
 - ii. the reasonable cost of temporary works, as determined by the Authority's Engineer; and
 - iii. 10% (ten per cent) of the cost of the Works and Maintenance that are not commenced or not completed, and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and (ii) all taxes due to be deducted at source.
- (iii) Termination Payment shall become due and payable to the Contractor within 30 (thirty) days of a demand being made by the Contractor to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at Bank Rate +

3% per annum, on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

- (iv) The Contractor expressly agrees that Termination Payment under this Article 23 shall constitute a full and final settlement of all claims of the Contractor on account of Termination of this Agreement and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

23.7 Other rights and obligations of the Parties

Upon Termination for any reason whatsoever:

- (d) property and ownership in all Materials, Plant and Works and the Project Highway shall, as between the Contractor and the Authority, vest in the Authority in whole; provided that the foregoing shall be without prejudice to Clause 23.6;
- (e) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the Authority; and
- (f) the Authority shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project, which have not been vested in the Authority in accordance with the provisions of this Agreement.

23.8 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

23.9 Foreclosure with mutual consent

- (i) Without prejudice to any provision of this Agreement, the Authority and Contractor may foreclose this Agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- (ii) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- (iii) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- (iv) Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- (v) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Contractor and shall not affect the Contractor in any way if it wishes to bid in future projects of the Authority.

PART VI
OTHER PROVISIONS

ARTICLE 24

ASSIGNMENT AND CHARGES

24.1 Restrictions on assignment and charges

This Agreement shall not be assigned by the Contractor to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

24.2 Hypothecation of Materials or Plant

Notwithstanding the provisions of Clause 24.1, the Contractor may pledge or hypothecate to its lenders, any Materials or Plant prior to their incorporation in the Works. Further, the Contractor may, by written notice to the Authority, assign its right to receive payments under this Agreement either absolutely or by way of charge, to any person providing financing to the Contractor in connection with the performance of the Contractor's obligations under this Agreement. The Contractor acknowledges that any such assignment by the Contractor shall not relieve the Contractor from any obligations, duty or responsibility under this Agreement.

ARTICLE 25**LIABILITY AND INDEMNITY****25.1 General indemnity**

- (i) The Contractor will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

25.2 Indemnity by the Contractor

- (i) Without limiting the generality of Clause 25.1, the Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
 - (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
 - (c) non-payment of amounts due because of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
- (ii) Without limiting the generality of the provisions of this Article 25, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

25.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 25 (the “**Indemnified Party**”) it shall notify the other Party (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. If the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the

proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

25.4 Defence of claims

- (i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 25, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- (ii) If the Indemnifying Party has exercised its rights under Clause 25.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- (iii) If the Indemnifying Party exercises its rights under Clause 25.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
 - (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
 - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
 - (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 25.4 (iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

25.5 Survival on Termination

The provisions of this Article 25 shall survive Termination.

ARTICLE 26

DISPUTE RESOLUTION

26.1 Dispute Resolution

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 26.2.
- (ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

26.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority’s Engineer, or such other person as the Parties may mutually agree upon (the “**Conciliator**”) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 26.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 26.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 26.3.

26.3 Arbitration

- (i) Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.
- (ii) Deleted
- (iii) The Arbitral Tribunal shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.
- (iv) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- (v) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them,

each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(vi) In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

26.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 26.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

ARTICLE 27**MISCELLANEOUS****27.1 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at [Delhi] shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

27.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

27.3 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to Base Rate plus 2 (two) percent, calculated at quarterly rests, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

27.4 Waiver

- (i) Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-
 - (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
 - (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
 - (c) shall not affect the validity or enforceability of this Agreement in any manner.
- (ii) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

27.5 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or the Authority's Engineer of any

Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Project Highway nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

- (b) the Authority shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

27.6 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

27.7 Survival

(i) Termination shall:

- (a) not relieve the Contractor or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- (ii) All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

27.8 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

27.9 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

27.10 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

27.11 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

27.12 Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

27.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside [Delhi] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the person as the Contractor may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the [Chairman] of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in [Delhi] it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

27.14 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

27.15 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

27.16 Confidentiality

The Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Authority.

27.17 Copyright and Intellectual Property rights

- (i) As between the Parties, the Contractor shall retain the copyright and other Intellectual Property rights in the Contractor's documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing this Agreement) to give to the Authority a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the

relevant parts of the Works;

- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works; and
 - (c) in the case of Contractor's documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor.
- (ii) The Contractor's documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Authority for purposes other than those permitted under this Clause 27.17.
 - (iii) As between the Parties, the Authority shall retain the copyright and other intellectual property rights in this Agreement and other documents made by (or on behalf of) the Authority. The Contractor may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without the Authority's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the contract.

27.18 Limitation of Liability

- (i) Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement, save and except as provided under Articles 23 and 25.
- (ii) The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, save and except as provided in Articles 23 and 25, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

27.19 Care and Supply of Documents

- (i) Each of the Contractor's documents shall be in the custody and care of the Contractor, unless and until taken over by the Authority. Unless otherwise stated in the Agreement, the Contractor shall supply to the Authority 2 (two) copies of the each of the Contractor's documents.
- (ii) The Contractor shall keep, on the Site, a copy of the Agreement, publication named in the Authority's requirements, the Contractor's documents, and variations and other communications given under the Agreement. The Authority's personnel shall have the right of access to all these documents at all reasonable times.
- (iii) If a Party becomes aware of an error or defect of a technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other party of such error or defect.

27.20 Authority's Use of Contractor's Documents.

- (i) As between the Parties, the Contractor shall retain the copyright and other Intellectual Property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- (ii) The Contractor hereby gives to the Authority a non-terminable transferable nonexclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:
 - (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contractor, including replacements of any computers supplied by the Contractor.

(iii) The Contractor's Documents and other design documents made by or on behalf of the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Authority for purposes other than those permitted under this Sub-Clause.

27.21 Contractor's Use of Authority's Documents

As between the Parties, the Authority shall retain the copyright and other intellectual property rights in the Authority's requirements and other Documents made by (or on behalf of) the Authority. The Contractor may, at its cost copy, use, and obtain communication of these documents for the purpose of the Agreement. They shall not without the Authority's consent, be copied, used or communicating to a third party by the Contractor, except as necessary for the purposes of the Agreement.

27.22 Access to the Site by Others

The Contractor shall, at all times, afford access to the Site to the authorized representatives of the Authority, the Authority's Engineer and anyone else authorized by the Authority to access the site and to the persons duly authorized by any Governmental Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Highway and to investigate any matter within their authority and upon reasonable notice, the Contractor shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions with minimum disruption to the construction, operation and maintenance of the Project Highway consistent with the purpose for which such persons have gained such access to the Site.

27.23 Term

This Agreement shall come into force and effect from the date first hereinabove written and shall remain in force and effect till the Termination Date i.e. the Parties perform all their respective obligations or is terminated by any of the Parties for the reasons and in the manner provided for in the Agreement.

27.24 Amendments

The Agreement may not be supplemented, amended, modified or changed except by an instrument in writing signed by the Contractor and the Authority and expressed to be a supplement, modification or change to the Agreement.

27.25 Representation and Bribes

The Contractor represents and warrants to the Authority that:

- (a) No representation or warranty by the Contractor contained herein or in any other document furnished by it to the Authority, or to any Governmental Instrumentality in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (b) It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Contractor, to any person by way of fees, commission or otherwise for securing or entering into the Contractor for influencing or attempting to influence any officer or employee of the Authority or GOI in connection therewith.

27.26 No Agency

The Agreement does not constitute either Party as the agent, partner or legal representative of the other for any purposes whatsoever, and neither Party shall have any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other Party.

SCHEDULES

Schedule-A

(See Clauses 2.1 and 8.1)

Site of the Project**1. The Site**

- (i) Project site is located at existing road from Km 82.617 to Km 83.842 (Total Existing Length = 1.225 Km). This is the part of Doda to Kishtwar Highway in the State of Jammu and Kashmir. A 495m long two lane bidirectional single tube tunnel shall be constructed between Ch.82.617 and Ch.83.842. This project is based on EPC mode. Project Highway shall include the land, buildings, structures and road works as described in **Annex-I** of this Schedule-A.
- (ii) The dates of handing over the Right of Way to the Contractor are specified in **Annex-II** of this Schedule-A.
- (iii) An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2 (i) of this Agreement.
- (iv) The alignment plans of the Project Highway are specified in Annex-III. In the case of sections where no modification in the existing alignment of the Project Highway is contemplated, the alignment plan has not been provided. Alignment plans have only been given for sections where the existing alignment is proposed to be upgraded. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the Road Profile as indicated in Annex-III based on site/design requirement.
- (v) The status of the environment clearances obtained or awaited is given in Annex-IV.

Annex - I
(Schedule-A)
Site

1. Site

Project site is located at existing road from Km 82.617 to Km 83.842 (Total Existing Length = 1.225 Km). This is the part of Doda to Kishtwar Highway in the State of Jammu and Kashmir. A 495m long two lane bidirectional single tube tunnel shall be constructed between Ch.82.617 and Ch.83.842.

1.1 Description of the Tunnel System**1.2 Northern Portal of tunnel**

Elevation	1007m
Location	E575072.611 N3669941.886
Approach road to portal	Two lane approach road of 535 m length

1.3 Southern Portal of tunnel

Elevation	1007.5 m
Location	E574754.856, N3669596.336
Approach road to portal	Two lane approach road of 128 m length

1.4 Seismicity

India has most tectonically active as well as most stable landmasses. The present site location falls into zone IV according to the probability of the earthquake occurrence. Zone I, II are the least active and zone III, IV and V are the most active.

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

2. Land

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

Sr. No.	Chainage (km)		Right of Way (m)	Remarks
	From	To		
1	82.617	83.842	24 m	-

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:

Sr. No.	Ex Chainage (km)	Type of Structure			No. of Spans with span length (m)	Width (m)
		Foundation	Sub-structure	Super-structure		
1	0+670	Open	-	PSC Girder	1x61	10.2

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		
Nil						

8. Railway level crossings

The Site includes the following railway level crossings:

S. No.	Location (km)	Remarks
Nil		

9. Underpasses (vehicular, non-vehicular)

The Site includes the following underpasses:

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

10. Culverts

The Site has the following culverts:

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. Road side drains

The details of the roadside drains are as follows:

S. No.	Location		Type	
	From km	to km	Masonry/cc (Pucca)	Earthen (Kutcha)
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
01	83+220	Y Junction	To Chamoti Village

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			

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 (km)	Width (m)	Date of providing Right of Way*
(1)	(2)	(3)	(4)	(5)
(i) Full Right of Way (full width) (a) Stretch	0.000 - 1.269	1.269	24 m	On appointed date
(ii) Part Right of Way (part width)	-	-	-	-
(iii) Balance Right of Way (width)	-	-	-	-

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

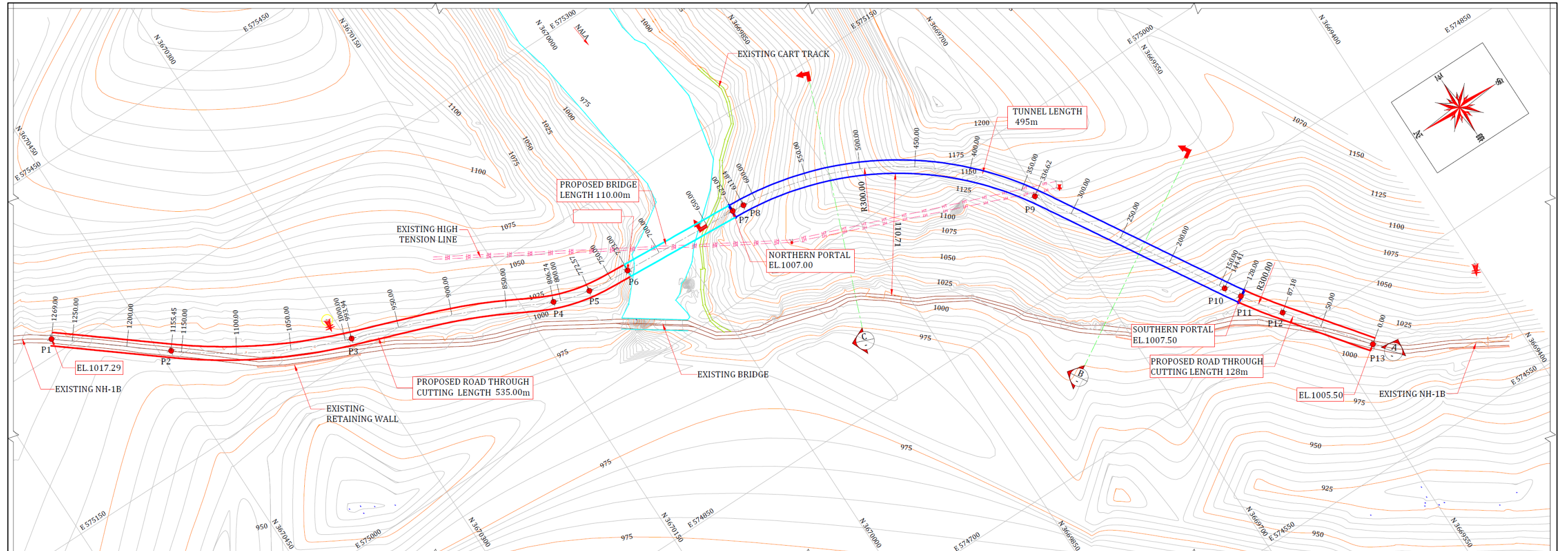
Annex - III

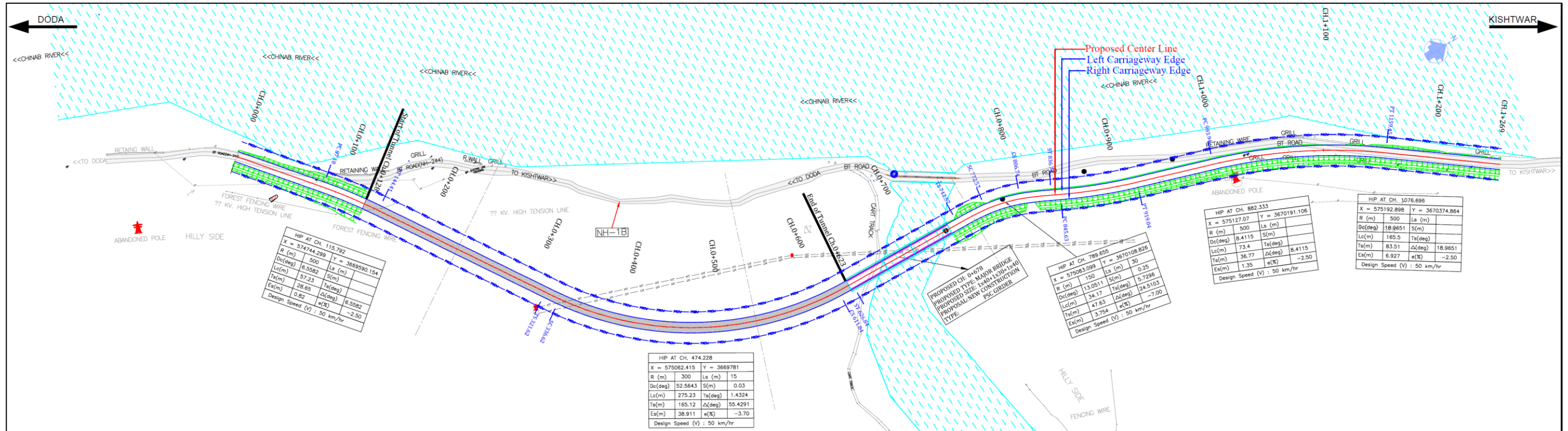
(Schedule-A)

Alignment Plans

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

- (i) The alignment of the Project Highway is enclosed in alignment plan 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.





Annex – IV

(Schedule-A)

Environment Clearances

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

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

Deleted.

3. Specifications and Standards

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

Annex - I
(Schedule-B)

Description of the Project

Project is a construction of realignment of the existing two-lane road to new two - lane with a tunnel in virgin land in accordance with IRC-SP:73: 2018, IRC-SP: 48: 1998, IRC SP:91 and other relevant codes including standard good practice of the road & tunnel construction.

1. Description of the Tunnel System

Tunnel length 495m

1.1 Northern Portal of Tunnel

Elevation 1007m

Location E575072.611 N3669941.886

Approach road to portal Two lane approach road of 535 m length

1.2 Southern Portal of Tunnel

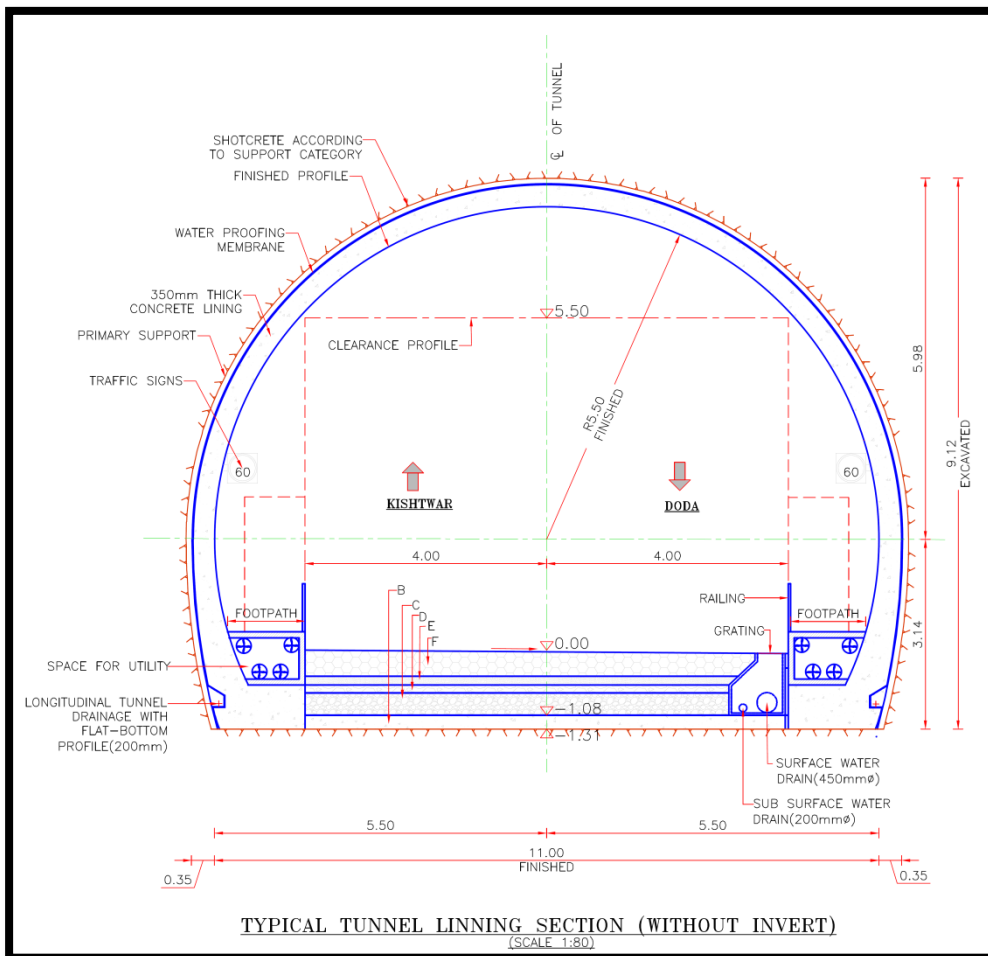
Elevation 1007.5 m

Location E574754.856, N3669596.336

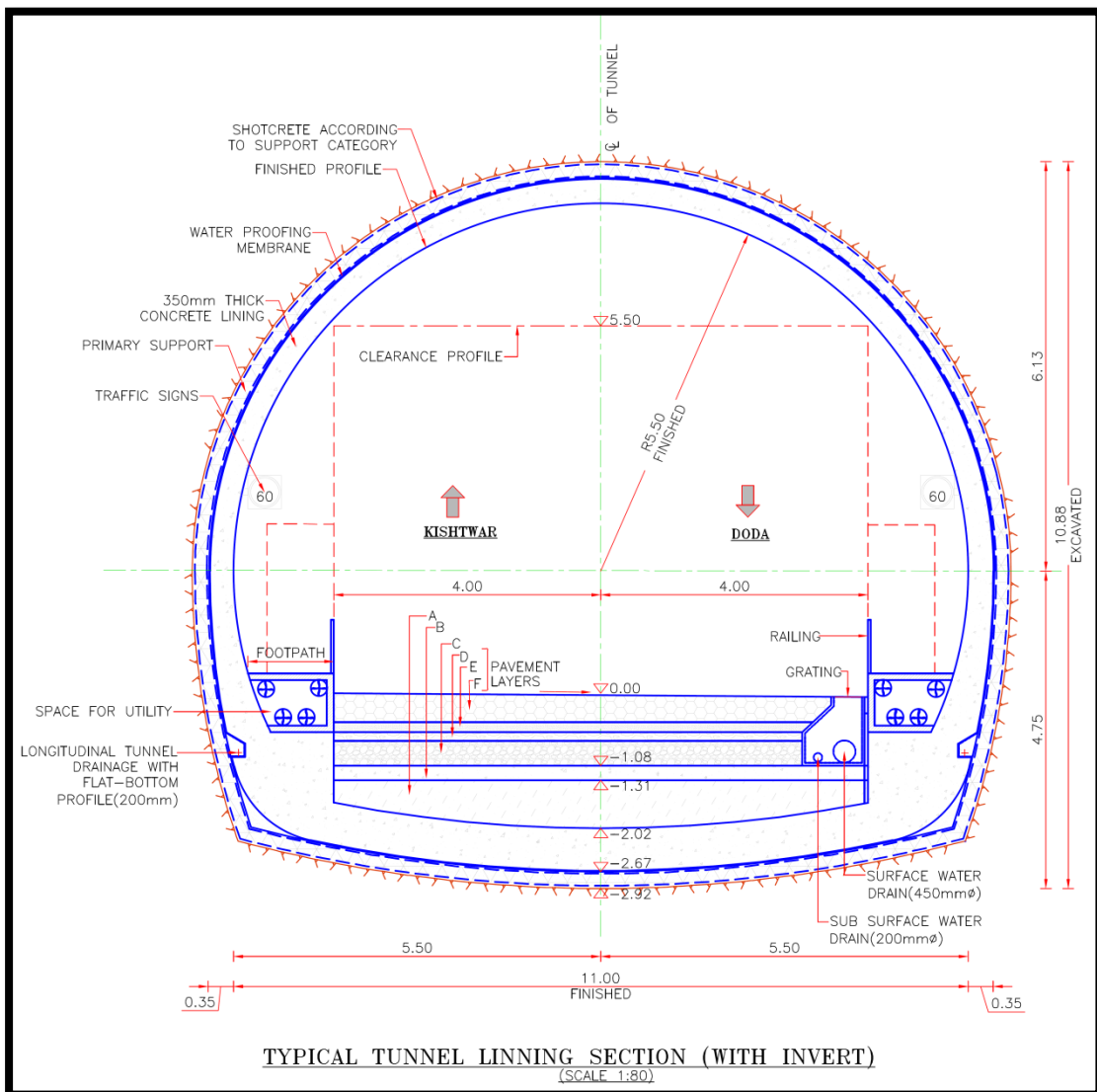
Approach road to portal Two lane approach road of 128 m length

1.3 Cross Section Width and Height

Cross section of the tunnel is given below.



Bi-directional Tunnel Cross Section without invert



Bi directional Tunnel Cross Section with invert

1.4 Pavement

The road pavement in the tunnel consists of following layers,

- 300mm pavement quality concrete
- 150mm dry lean cement concrete sub-base layer
- 450mm GSB

1.5 Ventilation

Ventilation system shall be provided as per the Guidelines for Road Tunnels IRC: SP:91-2010, NFPA 502 (2017) and PIARC Technical Committee C4 – Road Tunnels: Vehicle Emissions and Air Demand for Ventilation (2011).

1.6 Final Interior Finish

The main traffic tunnel shall have a final interior finish of light coloured fire-resistant paint of suitable surface characteristics as per Contractor's detailed design subject to approval by Authority Engineer.

1.7 Lighting and E&M Facilities

As per Contractor's detailed design subject to approval by the Authority Engineer. Normal Lighting & Emergency Lighting in the Road tunnel shall be designed according to CIE 88:2004 standard "Guide for the Lighting of Road Tunnels and Underpasses" for two-way traffic

including Cable & cable laying, Main Electrical panel & Sub Panels, earthing of complete offered system, galvanized supporting structure and all other necessary accessories, etc. as per the design requirement. Also, the Guidelines for Road Tunnels IRC: SP:91-2010 will be considered. The light intensity of the entry and exit zones shall be adapted to the actual outside lighting level according to external conditions (day/night, regulation through measurement of luminous density).

1.8 Drainage and Waterproofing Concept

The tunnel shall be designed as a dry and drained tunnel as per contractor's detailed design. A waterproofing membrane shall be provided as per the drawing of cross section of tunnel. The water is drained along the bottom of the side walls with perforated drainage pipes.

1.9 Construction Concept

The construction method of the tunnel shall be internationally accepted method as proposed in the Technical proposal maintaining the clear profile with prior approval of NHIDCL in consultation with the Authority Engineer. However, the method of construction is Contractor's choice. However, Tunnel will be constructed from both the tunnel portals.

1.10 Muck Dump Disposal

Up to three muck dumping sites have been proposed for the construction of tunnel. Prior to any disposal of muck dump material, necessary permission shall be obtained from the local authorities (Civil administration/Forest/Wildlife) as per law for which the local NHIDCL office will provide necessary assistance. For estimation of capacity of the individual pockets the Contractors are required to carry out reconnaissance in coordination with local NHIDCL authorities. Muck disposal and management shall be carried out in accordance with the Environmental Laws of State/Central Govt.

2. Widening of the Existing Highway

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

(ii) Width of Carriageway

(a) Two-Laning with paved shoulders shall be undertaken. The paved carriageway shall be 10 m wide for road section and 8m wide for tunnel section accordance with the typical cross section's drawings in the Manual.

Provided that in the built-up areas of the Manual and provide necessary details]: the width of the carriageway shall be as specified in the following table:

Sl. No.	Built-up stretch (Township)	Location (km to km)	Width (m)	Typical cross section (Ref. to Manual)
Nil				

3. Geometric Design and General Features

(i) General

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

(ii) Design speed

The design speed shall be the minimum design speed of 40 km per hr for mountainous/hilly terrain as per IRC SP 48:1998/ IRC SP 73:2018. But the minimum design speed for which this stretch has been designed is 50 kmph.

(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 1.5 m width shall be provided and balance 1.0m width earthen shoulder shall be covered with 360 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
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: [Refer to the provision of relevant Manual and provide details]

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

(ix) Grade separated structures

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

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

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 cross roads shall be as follows: Refer to the provision of relevant Manual and specify the type of vehicular under pass/ overpass structure and whether the cross road is to be carried at the existing level, raised or lowered

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

(x) Cattle and pedestrian underpass /overpass

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

Sl. No.	Location	Type of crossing
Nil		

(xi) Typical cross-sections of the Project Highway

Following typical cross sections shall be provided for the Project Highway However to be designed as per manual.

Sr. No.	Detail	TCS	Length	
			(m)	Kms
1	Two Lane Carriageway With Paved Shoulder In Mountainous Terrain With Both Side Cut	1	223.00	0.223
2	Typical Cross-Section For Two Lane Carriageway With Paved Shoulder In Mountainous Terrain With Left Side Fill With Retaining /Toe Wall & Right Side Cut (Height Of Less Than 10M.)	2	205.00	0.205
3	Two Lane Carriageway With Paved Shoulder In Mountainous Terrain With Left Side Fill With Retaining /Toe Wall & Right Side Cut (Height Of More Than 10M.)	3	235.67	0.236
4	Bridge (Span - 40m+70m)		110.00	0.110
5	Tunnel		495.00	0.495
TOTAL DESIGN LENGTH			1269	1.269

4. Intersections and Grade Separators

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

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

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

(i) At-grade intersections

Sl. No.	Location of intersection	Type of intersection	Other features
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
Nil				

5. Road Embankment and Cut Section

(i) Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall conform to the Specifications and Standards given in Section 4 of the Manual and the specified cross-sectional details. Deficiencies in the plan and profile of the existing road shall be corrected.

- (ii) Raising of the existing road [Refer to the provision of relevant Manual and specify sections to be raised]

The existing road shall be raised in the following sections:

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

6. Pavement Design

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

Rigid Pavement is proposed throughout the road portion and in the tunnel portion of project Highway in accordance with IRC: 58-2015. The estimated cost of civil works is based on rigid pavements consisting of Granular base, DLC and PQC. The minimum crust shall be as follows.

Layer	Thickness (mm)
PQC	300
DLC	150
GSB - I	100
GSB - II	100
Subgrade	000
Total Thickness	650

- (iii) Design requirements

- (a) Design Period and strategy

Rigid pavement for new 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 million standard axles.

- (iv) Reconstruction of stretches

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

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

Sl. No.	Stretch From km to km	Remarks
Nil		

7. Roadside Drainage

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

Sr. No.	Design Chainage (Km)		Length (m)	TCS type	Drain	Remarks
	From	To				
1	0+000	0+065	65	TCS-1	PCC Drain	Both Sides
2	0+065	0+128	63	TCS-1	PCC Drain	Both Sides
3	0+733	0+745	12	TCS-3	PCC Drain	One Side
4	0+745	0+780	35	TCS-1	PCC Drain	Both Sides
5	0+780	0+845	65	TCS-2	PCC Drain	One Side
6	0+845	0+880	35	TCS-3	PCC Drain	One Side
7	0+880	0+935	55	TCS-3	PCC Drain	One Side
8	0+935	0+975	40	TCS-3	PCC Drain	One Side
9	0+975	1+015	40	TCS-2	PCC Drain	One Side

Sr. No.	Design Chainage (Km)		Length (m)	TCS type	Drain	Remarks
	From	To				
10	1+015	1+080	65	TCS-3	PCC Drain	One Side
11	1+080	1+155	75	TCS-2	PCC Drain	One Side
12	1+155	1+215	60	TCS-1	PCC Drain	Both Sides
13	1+215	1+240	25	TCS-2	PCC Drain	One Side
14	1+240	1+269	29	TCS-3	PCC Drain	One Side

8. Design of Structures

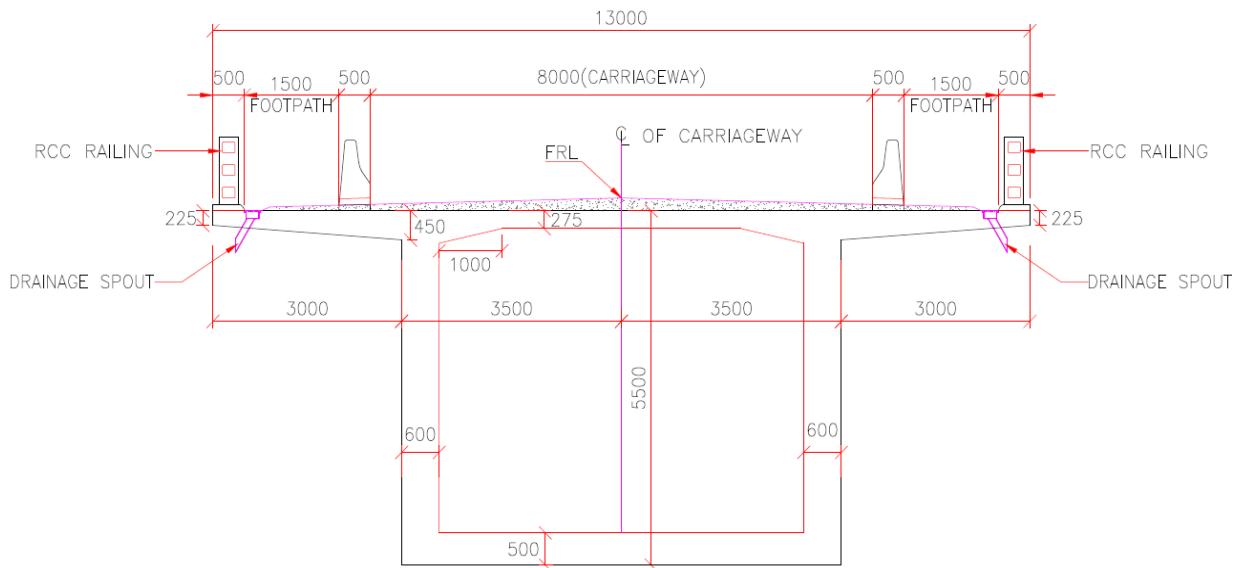
(i) General

(a) All bridges, culverts and structures 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:

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

Sl. No.	Bridge at km	Width of carriageway and cross-sectional features*
1	0+678	Width of Carriageway – 8m Width of footpath – 1.5m (both sides) Crash Barrier – 0.5m (both sides) RCC Railing – 0.5m (both sides) Total Width – 13m



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

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

Sl. No.	Location at km	Size	Remarks
1	0+678	Span - 40m+70m	Major Bridge

(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:

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

Sl. No.	Bridge at km	Utility service to be carried	Remarks
1	0+678	Electricity cables, OFC cables etc.	Major Bridge

(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 the roadway width of the approaches.

(b) Reconstruction of existing culverts:

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

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

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]
Nil			

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

Sl. No.	Culvert location	Span/Opening (m)
Nil		

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

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

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

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

(iii) Bridges

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

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

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

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

*Attach GAD

(ii) The following narrow bridges shall be widened:

Sl.	Location (km)	Existing width	Extent of widening	Cross-section at deck level for

No.	(m)	(m)	widening @
Nil			

@ Attach cross-section

(b) Additional new bridges

[Specify additional new bridges if required, and attach GAD]

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

Sl. No.	Location (km)	Span Arrangement	Total length (m)	Remarks, if any
1	0+678	1x40+1x70	110	Major Bridge

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

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

Sl. No.	Location at km	Remarks
Nil		

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

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

Sl. No.	Location at km	Remarks
Nil		

(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

[Refer to the provision of relevant Manual]

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

(vi) Repairs and strengthening of bridges and structures

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

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

(a) Bridges

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

(b) ROB / RUB

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

(c) Overpasses/Underpasses and other structures

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

(vii) List of Major Bridges and Structures

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

Sl. No.	Location
1	0+678

9. Design of Tunnel

(i) General

(a) Tunnel shall be designed and constructed in accordance with the provision of relevant Indian/International standards and shall conform to the cross- sectional features and other details specified therein.

(b) Width of the carriageway of tunnel shall be as follows:

Sl. No.	Tunnel Chainage	Width of carriageway
1	0+128 to 0+623	8 m

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

Sl. No.	Location at km	Remarks
1	0+128 to 0+623	Tunnel

(d) Cross-section of the tunnel the Project Highway shall conform to the typical cross-sections given in the provision of relevant Manual.

10. Traffic Control Devices and Road Safety Works

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

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

The minimum quantity of Traffic signages and pavement marking are tabulated here:

Sl. No.	Traffic Signages, Road Marking and other appurtenances	unit	Quantity
1	Road Marking: -Lines, dashes, arrows	Sqm	580

2	60 cm x 50 cm rectangular	Nos.	26
3	90 cm x 30 cm rectangular	Nos.	54
4	60 cm x 45 cm rectangular	Nos.	6
5	Ordinary Km Stone	Nos.	2
6	Hectometer Stone	Nos.	5
7	Studs	Nos.	126
8	Boundary pillars	Nos.	13

11. Roadside Furniture

- (i) Roadside furniture shall be provided in accordance with the provision of relevant Manual.
(ii) Overhead traffic signs not required.

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

12. 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.]

13. 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		

14. Retaining Wall

Retaining Walls: Retaining walls shall be provided to arrest damage cause to the valley side and the road, by under cutting by stream or other water course as per Typical Cross-Section mentioned at para 18 below. The detailed chainages are as follows:

DESIGN CHAINAGE		LENGTH	SIDE
FROM	TO		
735	740	5	LHS
780	875	95	LHS
935	1045	110	LHS
TOTAL LENGTH		210	

15. Special Requirement for Hill Roads

In accordance with section 13 of the manual (from IRC: SP: 73-2018), IRC: SP 48: 1998 and Recommended practices for Treatment of Embankment and Roadside slopes for Erosion control (First Revision), IRC: 56-2011 and relevant IRC codes.

16. Slope Protection

As the project involves cutting of existing hill slopes, it is imperative that slopes are stabilized for ensuring longevity of the slope and the road. Slope stability, erosion control and landslide correction shall be accomplished in accordance with IRC: SP: 48-1998. Reference may be drawn from IRC: 56-2011.

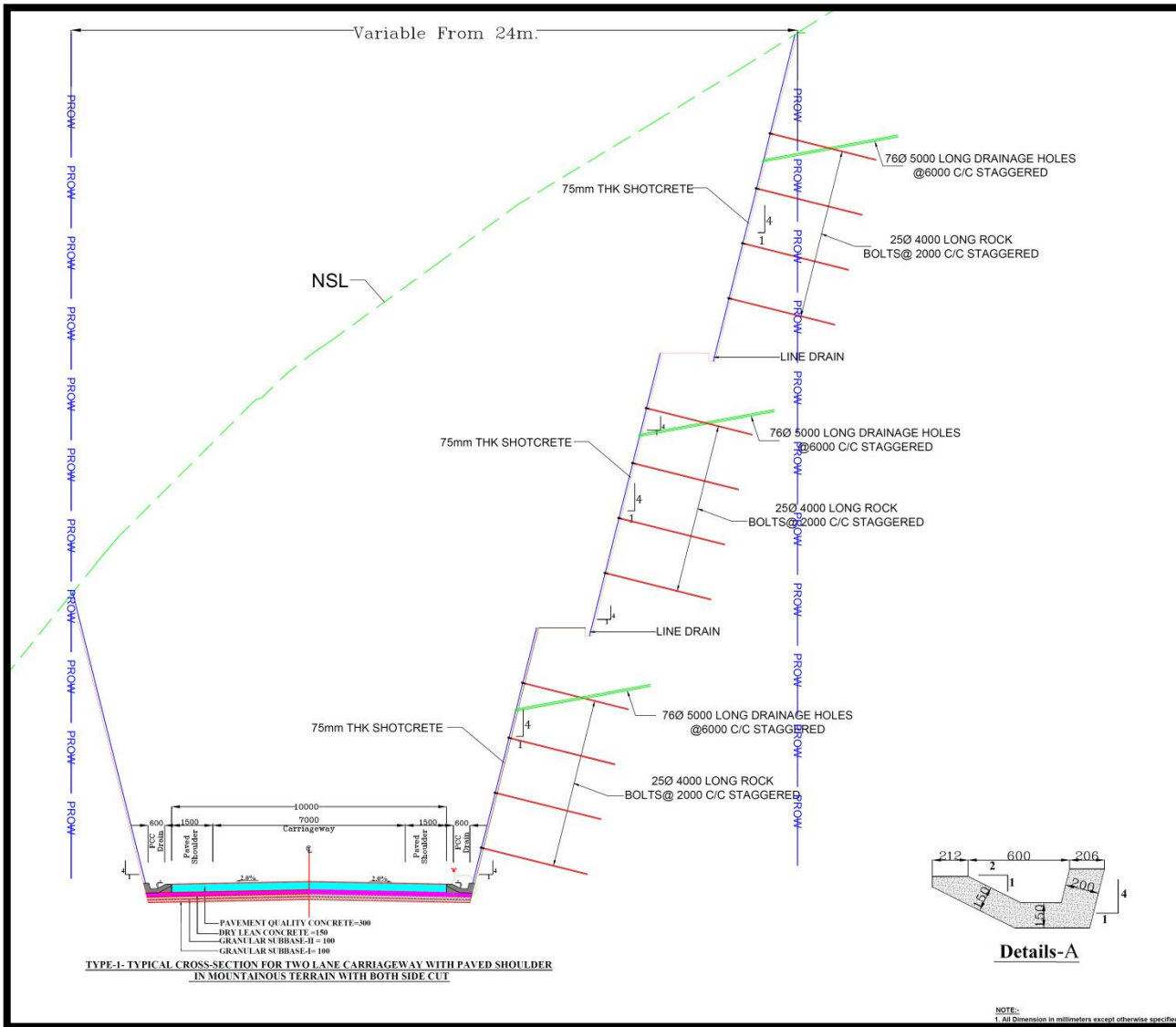
17. Change of Scope

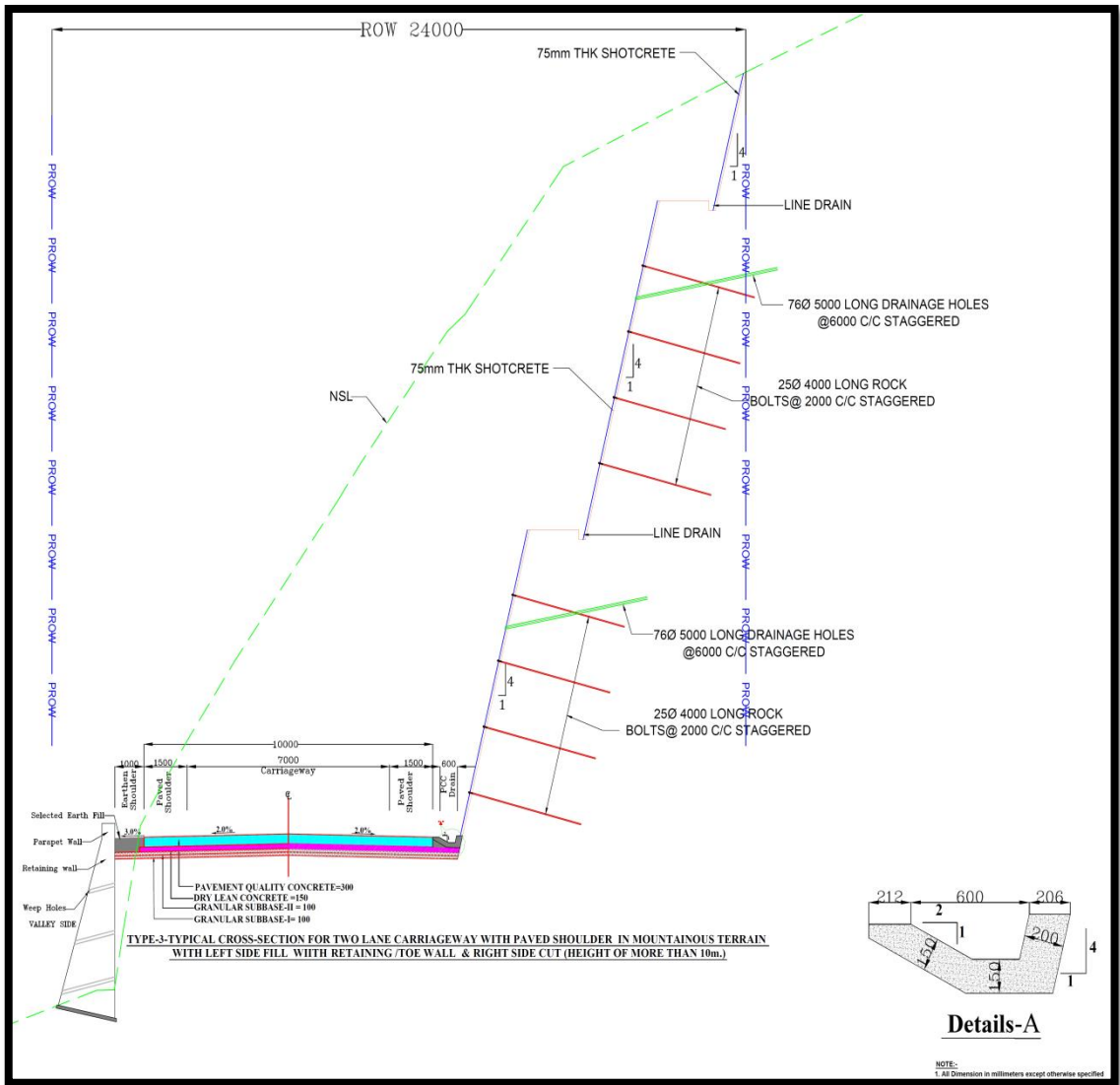
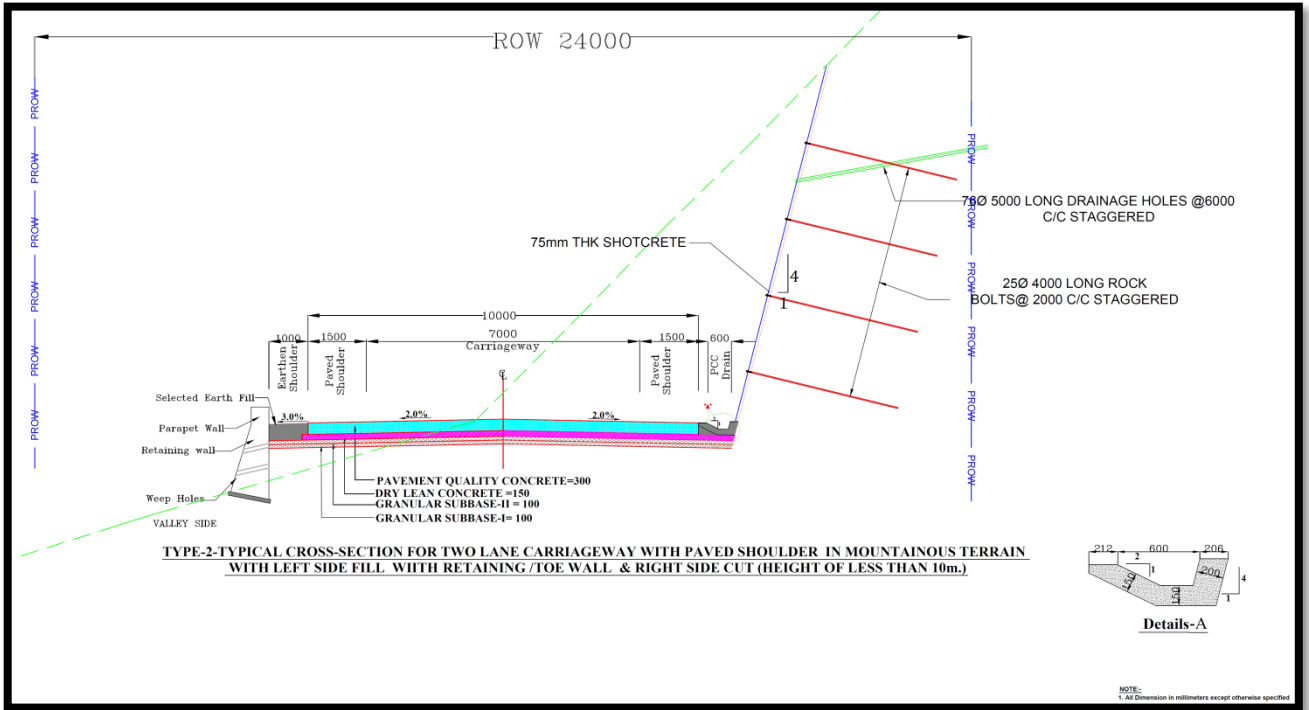
The length of Structures and bridges specified hereinabove shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified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

18. Indicative Chainages with applicable typical Cross section

Sr No	Design Chainage		Design Length (m)	TCS Type	TCS No
	From	To			
1	0+000	0+065	65	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Both Side Cut	TCS-1
2	0+065	0+128	63	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Both Side Cut	TCS-1
3	0+128	0+623	495	TUNNEL	TUNNEL
4	0+623	0+733	110	BRIDGE	BRIDGE
5	0+733	0+745	12	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill With Retaining /Toe Wall & Right Side Cut (Height Of More Than 10M.)	TCS-3
6	0+745	0+780	35	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Both Side Cut	TCS-1
7	0+780	0+845	65	Typical Cross-Section for Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of Less Than 10M.)	TCS-2
8	0+845	0+880	35	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of More Than 10M.)	TCS-3
9	0+880	0+935	55	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of More Than 10M.)	TCS-3
10	0+935	0+975	40	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of More Than 10M.)	TCS-3
11	0+975	1+015	40	Typical Cross-Section for Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of Less Than 10M.)	TCS-2
12	1+015	1+080	65	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of More Than 10M.)	TCS-3
13	1+080	1+155	75	Typical Cross-Section for Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of Less Than 10M.)	TCS-2
14	1+155	1+215	60	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Both Side Cut	TCS-1
15	1+215	1+240	25	Typical Cross-Section for Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side	TCS-2

Sr No	Design Chainage		Design Length (m)	TCS Type	TCS No
	From	To			
				Cut (Height of Less Than 10M.)	
16	1+240	1+269	29	Two Lane Carriageway with Paved Shoulder in Mountainous Terrain with Left Side Fill with Retaining /Toe Wall & Right-Side Cut (Height of More Than 10M.)	TCS-3
Total Road Length			1269		





Schedule - C

(See Clause 2.1)

Project Facilities**1. Project Facilities**

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

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

2. Description of Project Facilities

Each of the Project Facilities is described below:

Sl.No.	Project Facility	Location	Design Requirements	Other essential details
Nil				

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:

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

SR.No	Item	Provisions	Deviation
1	Width of Structure	For open country mountainous terrain total width of the structure should be 18 m as per Clause 7.3(ii) of IRC:SP:73-2018 (Fig.- 7.6).	Provided total width of Major bridge – 13 m of carriageway width 8 m.

ATTACHMENT-DI
TECHNICAL SPECIFICATIONS FOR ROAD TUNNELS &
BRIDGE

1 SCOPE OF WORK

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) has been entrusted with the work of construction of tunnel and its approaches on road portion from 82.675 to 82.925 at Km 83 on Batote-Kishtwar road section of NH-244.

2 GENERAL

These Technical Specifications define the technical and quality standards specifically for NATM tunnel construction works in all ground condition.

The construction works shall be executed by the Contractor according to the quality requirements defined in the Specification and to the satisfaction of the Employer's Representative. Any item of work arising from the execution of the works, not covered by the Technical Specification, shall be according to a Standard as agreed with the Employer's Representative and the Contractor.

It is the intent of this Specification to define standards for the tendering process as well as for the planning and execution of the work by the Contractor. This includes the definition of quality standards which must be followed and will be checked during construction by the Employer's Representative. Deviations from the Specification must be submitted in writing in the tender.

This Technical Specification is based on the "Specification for Tunnelling, Third Edition", British Tunnelling Society, Institution of Civil Engineers, 2010 and "MORTH Specification for Road and Bridge Works", Ministry of Road Transport and Highways, 2000.

2.1 Definition

Behaviour Type (BT) means general categories describing similar ground behaviour with respect to failure modes and displacement characteristics.

Contractor means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

Contractor's Representative means the person named by the Contractor in the Contract or appointed from time to time by the Contractor who acts on behalf of the Contractor.

Cost means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

Day means a calendar day.

Design drawing, final drawing, construction drawing, fit-for-constriction drawing means drawing of detailed design prepared by the Contractor and approved by Employer's Representative.

Employer means the person named as employer in Contract Data and the legal successor in title to this person.

Employer's Representative and Engineer means the person appointed by the

Employer to act as Employer's Representative for the purposes of the Contract and named as such in the Contract Data, or other person appointed from time to time by the Employer and notified as such to the Contractor.

Framework plan means the summary of the Geotechnical Design, including relevant parameters used in the design, and application criteria for the assignment of excavation and support methods.

Ground behaviour means reaction of the ground to the excavation of the full profile without consideration of sequential excavation and support.

Ground Type (GT) means ground, soil or rock, with similar properties.

(Design) Line of excavation means the line of excavation within which no unexcavated ground material shall remain at any time. If due to additional displacements of the ground unexcavated material extend into the line of excavation the Employer's Representative may order to excavate this material at no additional costs.

Materials means things of all kinds (other than Plant) whether on the Site or otherwise allocated to the Contract and intended to form or forming part of the Works, including the supply-only Materials (if any) to be supplied by the Contractor under the Contract.

Overbreak means the excavation beyond the line of excavation.

Overbreak Line means the line to which Overbreak is allowed without any remedial work required.

Plant means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.

Site means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and where the Operation Service is to be provided, and any other places as may be specified in the Contract as forming part of the Site.

System Behaviour (ST) means behaviour resulting from the interaction between ground, excavation profile and support, separated in: system behaviour in the respective excavation section, system behaviour in the supported section and system behaviour in the final state.

Working Day means a day on which working is performed.

Works means the Permanent Works and Temporary Works or either of them as appropriate and the facility to be operated by the Contractor during the Operation Service Period.

2.2 Work during Bad Weather Condition

All works have to be continued during any weather condition. Difficulties due to low temperature or snow falls in winter times or heat, drought or heavy rain falls in summer time

are compensated with the unit prices. No extension of construction time is derived.

The Contractor shall investigate the working areas required for the tunnel construction concerning avalanche risk before establishing site infrastructure.

2.3 Submittals

The Contractor shall provide description of all works prior to commencement of any work to the Employer’s Representative for approval. The Contractor shall submit the documents in a way that sufficient time is left for approval of the submittals but latest 2 working weeks before start of the relevant works if not specified herein differently or directed by the Employer’s Representative.

The description shall include but not limited to procedure, sequence, materials, equipment, laboratory etc. The Employer’s Representative may request additional data and supplementation of the submittals at any time.

2.4 Standards and Units

Materials, equipment and methods shall comply with the Standards and Codes of Practice indicated using the versions that are current at the date for submission of tenders. The Contractor may propose the adoption of alternative standards and shall provide explanations with any proposals. The use of such standards shall be subject to the agreement of the Employer’s Representative.

Some Indian, European and British Standards and Guidelines are listed in Clause 2.5. The list is provided for information only and does not illustrate all relevant Standards for the Works. All Work shall be in compliance with these Standards and Guidelines. First and foremost the compliance of Indian Standards is required unless defined otherwise in this Specification. International (in the first step European) Standards and Guidelines shall be accessed to when no Indian Standards/Guidelines are available for the specific matter.

References to sources for Standards, Guidelines and Recommendations cited in the contractual documents are provided in Table 1. The list is provided for information only.

Table 1: References to sources of Standards, Guidelines and Recommendation

Abbreviation	Name
ASTM	American Society for Testing and Materials, 100 Bar Harbor Drive West, Conshohocken PA 19429 - 2595, U.S.A.
BSI (BS)	British Standards Institute, 389 Chiswick High Road, London,W4 4AL UK.
DIN	Deutsches Institut für Normung e.V. Beuth Verlag GmbH, Burggrafenstrasse6 D-10787, Berlin, Germany.
EFNARC	European Federation of Producers and Applicators of Special Building Products, Association House, 235 Ash Road, Aldershot, Hampshire, GU124DD, United Kingdom.
EN, ENV	European Committee for Standardisation, Central Secretariat,Rue de Stassart 36 B-1050, Brussels.

Abbreviation	Name
IRC	The Indian Road Congress, Jamnagar House, Shahjahan Road, New Delhi-110011.
IS	Bureau of Indian Standards, Manak Bhavan, 9 Bahdur Shah Zafar Marg, New Delhi - 110002.
ISO	International Organization for Standardisation 1, rue de Varembe CP 56, CH-1211 Geneve 20, Switzerland.
ONORM:	Austrian Standard Institute, HeinestraBe 38, 1020 Wien, Austria
RVS (Austrian Code for Road Construction)	Austrian Association on Road, Rail and Transport (FSV), Karlsgasse 5, 1040 Wien, Austria
OGG	Austrian Society for Geomechanics, Bayerhamerstrasse 14, 5020 Salzburg, Austria

The units applied are those of Si-System according to ISO 1000. A full stop (.) is used as decimal delimiter. Additionally in the schedule of prices the following abbreviations are applied:

d	calendar day
each	each
ls	lump sum
wd	working day

2.5 Listing of Standards

The list is provided for information only.

2.5.1 Indian Standards

Table 2: Indian Standards

ID of Standard	Description
IS 10262-2009	Guidelines for concrete mix design proportioning
IS 1077-1992	Common Burnt Clay Building Bricks
IS 11171-1985	Dry-Type Power Transformers
IS 1199-1959	Methods of sampling and analysis of concrete
IS 12269-1987	53 grade ordinary Portland cement
IS 12330-1988	Specification for sulphate resisting Portland cement
IS 1248	Direct Acting Indicating Analogue Electrical Measuring Instruments and their Accessories
IS 1278-1972	Filler rods and wires for gas welding
IS 1343-1980	Code of Practice for Prestressed Concrete
IS 1542-1992	Sand for plaster
IS 1554-1988	(Part 1): PVC insulated (heavy duty) electric cables: Part 1 For working voltages upto and including 1 100 V
IS 1566-1982	hard-drawn steel wire fabric for concrete reinforcement
IS 1885-1993	Electro technical Vocabulary: Part 32 Electric cables
IS 1651-1991	Stationary cells and batteries, lead-acid type (with tubular positive plates)
IS 8130-1984	Conductors for insulated electric cables and flexible cords
IS 1786-2008	High strength deformed steel bars and wires for concrete reinforcement
IS 1791-1985	General Requirements for Batch Type Concrete Mixers
IS 1905-1987	Code of practice for structural safety of buildings; masonry walls
IS 2062-2011	Hot Rolled Medium and High Tensile Structural Steel
IS 2116-1980	Sand for masonry mortars
IS/IEC 60947-1-2007	Low-voltage Switchgear and Control gear :Part 1 General Rules

ID of Standard	Description
IS 2180-1988	heavy duty burnt clay building bricks
IS 2309-1989	Code of practice for the protection of buildings and allied structures against lightning
IS 2386-1963	(Part 1 & 8): methods of tests for aggregates for concrete
IS 2502-1963	Code of Practice for Bending and Fixing of Bars for Concrete Reinforcement
IS 2505-1992	Concrete vibrators - Immersion type - General requirements
IS 2514-1963	Concrete vibrating tables
IS/IEC 60947-2-2003	Low-Voltage Switchgear and Control gear - Part 2 : Circuit Breakers
IS 13118-1991	High-Voltage Alternating-Current Circuit-Breakers
IS/IEC 60947-3-1999	Low p voltage switchgear and control gear : Part 3 Switches, disconnectors, switch-disconnectors and fuse combination units
IS 269-1989	Ordinary and low heat Portland cement (33 GRADE)
IS 2705-1992	Current transformers
IS 2750-1964	Steel Scaffoldings
IS 2751-1979	Code of Practice for Welding of Mild Steel Plain and Deformed Bars for Reinforced Concrete Construction
IS 280-2006	Mild Steel Wire for General Engineering Purposes
IS13925-1-2012	Shunt capacitors for ac power systems having a rated voltage above 1000 V Part 1:General
IS 2961-1973	Chrome retain finished upper leather
IS 8130-1984	Conductors for insulated electric cables and flexible cords
IS 3043-1987	Code of practices for earthing
IS 3085-1965	Method of Test for Permeability of Cement Mortar and Concrete
IS 3156-1992	Voltage transformers
IS 3231-1986	Electrical relays for power systems protection
IS 3427-1997	A.C. Metal Enclosed Switchgear and Control gear for Rated Voltages Above 1 kV and Up to and Including 52 kV
IS 3443-1980	Crane rail sections
IS 3558-1983	Code of practice for use of immersion vibrators for consolidating concrete
IS 3597-1998	Concrete pipes - Methods of test
IS 5578-1984	Guide for marking of insulated conductors
IS 11353-1985	Guide for Uniform System of Marking and Identification of Conductors and Apparatus Terminals
IS 3764-1992	Code of safety for excavation work
IS 383-1970	Coarse and Fine Aggregates From Natural Sources For Concrete
IS 3954-1991	Hot Rolled Steel Channel Sections for General Engineering Purposes - Dimensions
IS 4031-1989	Methods of physical tests for hydraulic cement
IS 4032-1985	Method of chemical analysis of hydraulic cement
IS 4081-1986	Safety code for blasting and related drilling operations
IS 4138-1977	Safety code for working in compressed air
IS 432-1982	Mild Steel and Medium Tensile Steel Bars and Hard-Drawn Steel Wire for Concrete Reinforcement
IS 456-1978	Plain and Reinforced Concrete - Code of Practice
IS 457-1957	Code of Practice for General Construction of Plain and Reinforced Concrete for Dams and Other Massive Structures
IS 458-2003	Precast Concrete Pipes (with and without Reinforcement)
IS 4756-1978	Safety code for tunnelling work
IS 4880 (Part 1-7)	Code of practice for design of tunnels conveying water
IS 4925-2004	Concrete Batching and Mixing Plant
IS 4988-1968	(Part 1-5): Glossary of terms and classification of earth moving machinery
IS 5082-1998	Wrought aluminum and aluminum alloy bars, rods, tubes and sections for electrical purposes

ID of Standard	Description
IS 516-1959	Method of Tests for Strength of Concrete
IS 5525-1969	Recommendation for detailing of reinforcement in RCC
IS 5640-1970	Method of test for determining aggregate impact value of soft coarse aggregates
IS 5819-1970	Recommended Short-circuit Ratings of High Voltage PVC Cables
IS 5831-1984	PVC insulation and sheath of electric cables
IS 5878-1971	(Part 1-7): Code of Practice for Construction of Tunnels
IS 5892-2004	Concrete transit mixers & agitators
IS 6430-1985	Mobile air compressor for construction purposes
IS 6461-1972	Glossary of terms relating to cement concrete: Part I Concrete aggregates
IS 6461-1972	Glossary of Terms Relating to Cement Concrete - Part III : Concrete Reinforcement
IS 650-1991	Standard Sand for Testing of Cement
IS 694-2010	POLYVINYL CHLORIDE INSULATED UNSHEATHED AND SHEATHED CABLES/CORDS WITH RIGID AND FLEXIBLE CONDUCTOR FOR RATED VOLTAGES UP TO AND INCLUDING 450/750 V
IS 7098-1988	Cross-linked polyethylene insulated PVC sheathed cables: Part 1 For working voltage upto and including 1 100 V
IS 7245-1974	Concrete payers
IS 7251-1974	Concrete finishers
IS 7293-1974	Safety code for working with construction machinery
IS 7319-1974	perforated concrete pipes
IS 783-1985	Code of Practice for Laying of Concrete Pipes
IS 7861-1981	(Part 2): Code of practice for extreme weather concreting: Part II Recommended practice for cold weather concreting
IS 7861-1981	(Part 1): Code of practice for extreme weather concreting Part 1 Recommended practice for hot weather concreting
IS 800-2007	General Construction In Steel - Code of Practice
IS 8041-1990	Specification for rapid hardening Portland cement (2nd revision)
IS 8112-1989	High strength ordinary Portland cement (43 grade)
IS 814-2004	Covered Electrodes for Manual Metal Arc Welding of Carbon and Carbon Manganese Steel
IS 816-1969	Code of practice for use of metal arc welding for general construction in mild steel
IS 817-1992	(Part 1): Training of Welders - Code of Practice: Part 1 Manual metal arc welding
IS 818-1968	Code of Practice for Safety and Health Requirements in Electric and Gas Welding and Cutting Operations
IS 2062-2011	Hot Rolled Medium and High Tensile Structural Steel
IS 8623-1993	Low-Voltage Switchgear and Controlgear Assemblies
IS/IEC 60898 - 2002	Electrical accessories - Circuit-breakers for over current protection for household and similar installations : Part 1 Circuit-breakers for ac operation
IS 9012-1978	Recommended practice for shotcreting
IS 9103-1999	Concrete Admixtures
IS 9284-1979	Method of test for abrasion resistance of concrete
IS 9417-1989	Recommendations for welding cold worked bars for reinforced concrete construction

2.5.2 European Standards

Table 3: European Standards

Codes	Description
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Codes	Description
Eurocode 1	Basis of design and actions on structures
Eurocode 2	Design of concrete structures
Eurocode 3	Design of steel structures
Eurocode 5	Design of timber structures
Eurocode 7	Geotechnical design
Eurocode 8	Design of structures for earthquake resistance
BS EN ISO 62:2008	Plastics. Determination of water absorption
BS EN 196:2005	Methods of testing cement
BS EN 197-1:2011	Cement. Composition, specifications and conformity criteria for common cements
BS EN 197-1:2004	Cement - Part 1: Composition, specifications and conformity criteria for common cements
BS EN 206-1:2001	Specification, performance, production and conformity
BS EN 295-7:1996	Requirements for vitrified clay pipes and joints for pipe jacking
BS EN 338:2010	Structural timber. Strength classes
BS EN 450-1:2005	Fly ash for concrete - Part 1: Definitions, specifications and conformity criteria A1:2007
BS EN 471:2004	High-visibility warning clothing for professional use - Test methods and requirements
BS EN 480:2006	Admixtures for concrete, mortar and grout. Test methods
BS EN ISO 527-3:1996	Plastics. Determination of tensile properties. Test conditions for films and sheets
BS EN 681-2:2000	Elastomeric seals. Material requirements for pipe joint seals used in water and drainage applications. Thermoplastic elastomers
BS EN 771-3:2011	Specification for masonry units. Aggregate concrete masonry units (dense and light-weight aggregates)
BS EN 772-2:1998	Methods of test for masonry units. Determination of percentage area of voids in masonry units (by paper indentation)
BS EN 791:1996	Drill rigs - safety
BS EN 815:1997	Safety of unshielded tunnelling boring machines and rodless shaft boring machines for rock
BS EN 932-6:1999	Tests for general properties of aggregates. Definitions of repeatability and reproducibility
BS EN 933-1:2012	Tests for geometrical properties of aggregates. Determination of particle size distribution. Sieving method
BS EN 934-2:2009	Admixtures for concrete, mortar and grout - Part 2: Concrete admixtures - Definitions and requirements, conformity, marking and labelling
BS EN 1008:2002	Mixing water for concrete - Specification for sampling, testing and assessing the suitability of water, including water recovered from processes in the concrete industry, as mixing water for concrete
BS EN 1011-1:2009	Welding - Recommendations for welding of metallic materials - General guidance for arc welding
BS EN 1011-2:2001	Welding. Recommendations for welding of metallic materials. Arc welding of ferritic steels
BS EN 1062-7:2004	Paints and varnishes. Coating materials and coating systems for exterior masonry and concrete. Determination of crack bridging properties
BS EN 1090-2:2008	Execution of steel structures and aluminum structures. Technical requirements for steel structures
BS EN 1097	Tests for mechanical and physical properties of aggregates
BS EN 1367	Tests for thermal and weathering properties of aggregates
BS EN ISO1461:2009	Hot dip galvanized coatings on fabricated iron and steel articles. Specifications and test methods
BS EN 1537:2000	Execution of special geotechnical work - rock anchors
BS EN 1542:1999	Products and systems for the protection and repair of concrete structures.

Codes	Description
	Test methods. Measurement of bond strength by pull-off
BS EN 1562:2012	Founding. Malleable cast irons
BS EN 1563:2012	Founding. Spheroidal graphite cast iron
BS EN 1744	Tests for chemical properties of aggregates
BS EN 1849-2:2010	Flexible sheets for waterproofing. Determination of thickness and mass per unit area. Plastic and rubber sheets
BS EN 1928:2000	Flexible sheets for waterproofing. Bitumen, plastic and rubber sheets for roof waterproofing. Determination of water tightness
BS EN ISO 3506-2:2009	Mechanical properties of corrosion-resistant stainless-steel fasteners - Nuts
BS EN ISO 4624:2003	Paints and varnishes. Pull-off test for adhesion
BS EN ISO 9001:2008	Quality management systems. Requirements
BS EN 10025:2004	Hot rolled products of structural steels
BS EN 10080:2005	Steel for the reinforcement of concrete. Weldable reinforcing steel.
BS EN 10164:2004	General Steel products with improved deformation properties perpendicular to the surface of the product - technical delivery conditions
BS EN 10226-1:2004	Pipe threads where pressure tight joints are made on the threads. Taper external threads and parallel internal threads. Dimensions, tolerances and designation
BS EN ISO 11925-2:2011	Reaction to fire tests. Ignitability of products subjected to direct impingement of flame. Single-flame source test
BS EN 12110:2002	Tunnelling machines - Air locks - Safety requirements
BS EN 12111:2002	Tunnelling machines - Road headers, continuous miners and impact rippers - Safety requirements
BS EN 12310-2:2000	Flexible sheets for waterproofing. Determination of resistance to tearing (nail shank). Plastic and rubber sheets for roof waterproofing
BS EN 12317-2:2010	Flexible sheets for waterproofing. Determination of shear resistance of joints. Plastic and rubber sheets for roof waterproofing
BS EN 12336:2005	Tunnelling machines - Shield machines, thrust boring machines, auger boring machines, lining erection equipment - Safety requirements
BS EN 12350	Testing fresh concrete
BS EN 12390	Testing hardened concrete
BS EN 12504-1	Testing concrete in structures - Part 1: Cored specimens - Taking, examining and testing in compression
BS EN 12588:2007	Lead and lead alloys. Rolled lead sheet for building purposes
BS EN 12620:2002	Aggregates for concrete
BS EN 12878:2005	Pigments for the colouring of building materials based on cement and/or lime. Specifications and methods of test
BS EN 12889:2000	Trenchless construction and testing of drains and sewers
BS EN 13055-1:2002	Lightweight aggregates. Lightweight aggregates for concrete, mortar and grout
BS EN 13139:2002	Aggregates for mortar
BS EN 13263-1:2005	Silica fume for concrete - Part 1: Definitions, requirements and conformity criteria
BS EN 13492:2004(E)	Geosynthetic barriers - Characteristics required for use in the construction of liquid waste disposal sites, transfer stations or secondary containment
DIN EN 13670-1:2011	Execution of concrete structures
BS EN 13791:2007	Assessment of in-situ compressive strength in structures and pre-cast concrete components
BS EN 14487-1:2006	Sprayed concrete - Part 1: Definitions, specifications and conformity
BS EN 14487-2:2006	Sprayed concrete - Part 2: Execution
BS EN 14488-1:2005	Testing sprayed concrete - Part 1: Sampling fresh and hardened concrete
BS EN 14488-2:2006	Testing sprayed concrete - Part 2: Compressive strength of young sprayed concrete

Codes	Description
BS EN 14488-3:2006	Testing sprayed concrete - Part 3: Flexural strengths (first peak, ultimate and residual) of fibre reinforced beam specimens
BS EN 14488-4:2005	Testing sprayed concrete - Part 4: Bond strength of cores by direct tension
BS EN 14488-5:2006	Testing sprayed concrete - Part 5: Determination of energy absorption capacity of fibre reinforced slab specimens
BS EN 14488-7:2006	Testing sprayed concrete - Part 7: Fibre content of fibre reinforced concrete
BS EN 14889-1:2006	Fibres for concrete - Part 1: Steel fibres. Definitions, specifications and conformity
BS EN 14889- 2:2006	Fibres for concrete - Part 2: Polymer fibres. Definitions, specifications and conformity
BS EN 15167-1:2006	Ground granulated blast furnace slag for use in concrete, mortar and grout - definitions, specifications and conformity criteria
BS EN 60204	Safety of machinery. Electrical equipment of machines
BS EN 61672-1:2003	Electroacoustics. Sound level meters. Specifications
DD CEN/TS 14416:2005	Geosynthetic barriers. Test method for determining the resistance to roots
PD CLC/TR 50426:2006	Assessment of inadvertent initiation of bridge wire electro-explosive devices by radio-frequency radiation. Guide

2.5.3 British Standards

Table 4: British Standards

Codes	Description
BS 143 and 1256:2000	Threaded pipe fittings in malleable cast iron and cast copper alloy
BS 1134:2010	Assessment of surface texture. Guidance and general information
BS 4190:2001	ISO metric black hexagon bolts, screws and nuts. Specification
BS 4449:2005	Steel for the reinforcement of concrete - Weldable reinforcing steel - Bar, coil and decoiled product
BS 4482-2005	Steel wire for the reinforcement, of concrete products. Specification
BS 4483:2005	Steel fabric for the reinforcement of concrete
BS 4921:1988	Specification for sherardized coatings on iron or steel
BS 5228-1:2009	Code of practice for noise and vibration control on construction and open sites. Noise
BS 5228-2:2009	Code of practice for noise and vibration control on construction and open sites. Vibration
BS 5607:1998	Code of practice for the safe use of explosives in the construction industry
BS 5911-1	Concrete pipes and ancillary concrete products. Specification for unreinforced and reinforced concrete pipes (including jacking pipes) and fittings with flexible joints (complementary to BS EN 1916:2002)
BS 5975:2008	Code of practice for temporary works procedures and the permissible stress design of falsework
BS 6100	Building and civil engineering. Vocabulary. (various dates)
BS 6164:2011	Code of practice for health and safety in tunnelling in the construction industry
BS 6319	Testing of resin and polymer cement compositions for use in construction (various dates)
BS 6472:2008	Guide to evaluation of human exposure to vibration in buildings (1-80 Hz)
BS ISO 4866:2010	Mechanical vibration and shock. Vibration of fixed structures. Guidelines for the measurement of vibrations and evaluation of their effects on structures
BS 7385-2:1993	Evaluation and measurement for vibration in buildings. Guide to damage levels from ground borne vibration (Part 2)
BS 7668:2004	Weldable structural steels. Hot finished structural hollow sections in

Codes	Description
	weather resistant steels. Specification
BS 7671:2011	Requirements for electrical installations
BS 7973-1:2001	Spacers and chairs for steel reinforcement and their Specification. Product performance requirements
BS 7973-2:2001	Spacers and chairs for steel reinforcement and their Specification. Fixing and application of spacers and chairs and tying of reinforcement
BS 7979:2001	Specification for limestone fines for use with Portland cement
BS 8102:2009	Code of practice for protection of below ground structures against water from the ground
BS 8500-1:2006	Concrete - Complementary British Standard to BS EN 206-1. Method of specifying and guidance for the specifier
BS 8500-2:2006	Concrete. Complementary British Standard to BS EN 206-1. Specification for constituent materials and concrete
BS 8666:2005	Scheduling, dimensioning, bending and cutting of steel reinforcement for concrete. Specification

2.5.4 International Standards

Table 5: International Standards

Codes	Description
ASTM D 1777	Standard Test Method for Thickness
ASTM D 3776	Standard Test Methods for Mass Per Unit Area (Weight) of Fabric
ASTM D 4491a	Standard Test Method for Water permittivity
ASTM D 4751	Standard Test Method for Apparent opening size of a Geotextile
ASTM D 4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
ASTM D 3786	Standard Test Method for Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method
ASTM D 4833	Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
ASTM D 4533	Standard Test Method for Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
ASTM D 4355	Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus
ASTM D 3787	Standard Test Method for Bursting Strength of Textiles-Constant-Rate-of-Transpose (CRT) Ball Burst Test
ASTM D 4157	Standard Test Method for Abrasion Resistance of Textile Fabrics (Oscillatory Cylinder Method)
EFNARC-1996	European Specification for Sprayed Concrete
ASTM C-39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C-78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C-94/C	Standard Specification for Ready-Mixed Concrete
ASTM C-172/C	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C-685/C	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
EFNARC Three Point Bending Test on Square Panel with Notch 2011	Testing Sprayed Concrete - Flexural tensile strength of fibre concrete on sprayed test specimen.
Austrian concrete society publications	Guide line on shotcrete and testing methods
Austrian concrete society publications	Inner lining concrete
JSCE -2004	Recommendation for design and construction of steel fibre reinforced

Codes	Description
	concrete, Publications of Japan society of civil Employer's Representatives
DIN 67524 (Part1/02)	Lighting of street tunnels and underpasses
DIN 67524-2008	Tunnel illumination
DIN 5035	Artificial lighting
RABT (2006)	Guidelines for equipment and operation of road tunnels

2.6 Materials

All materials supplied to the Works shall conform to all of the following:

- This Specification.
- The appropriate Indian Standard, if no Indian Regulation is available the corresponding European or British Standard shall be adopted.
- Where an industry certification scheme is available, material shall be supplied in accordance with that scheme.
- Materials shall be supplied from a quality assured source, operating a Quality Assurance system in compliance with the relevant part of BS EN ISO 9001.

Where required in the particular Specification or where stated on the drawings, samples should be supplied, and the subsequent material shall conform to the samples.

Materials used on site shall be used in accordance with the manufacturer's recommendations and instructions. All materials should be handled and stored in a way to maintain their integrity and to avoid damage and degradation.

Details of the level of inspection and testing to be adopted in respect of supplied materials shall be agreed with the Employer's Representative prior to commencement of work. Individual submissions are then restricted to those required by the Quality System.

2.7 Quality Management and Records

The project shall be administered using an accredited Quality Management System conforming to BS EN ISO 9001. The individual requirements for agreement by the Employer's Representative of materials and workmanship throughout this Specification shall be incorporated into agreed self-certification procedures.

The agreed Quality Control arrangements, including hold points and submission of records for the Employer's Representative's acceptance, shall be set out in agreed Inspection and Test Plans.

References to the agreement of materials, workmanship, methods etc. throughout this Specification shall be interpreted as requiring the agreement of the Employer's Representative. The Contractor shall maintain all records necessary under this Specification, including quality records as appropriate. Electronic records shall be maintained and backed up on a daily basis

to prevent loss of data in the event of failure of electronic data storage.

Copies of all site records shall be available to the Employer's Representative.

The Contractor shall supply the Employer's Representative with all information necessary for the Health and Safety File including as-built drawings and records, maintenance schedules, operation and maintenance manuals, within the time specified in the Contract, after substantial completion of the Works. Information shall be provided in the agreed format. The Health and Safety File shall be prepared by the party identified in the Contract.

3 SITE INSTALLATION

3.1 General

The Contractor shall be responsible for providing all necessary provisions for the execution of the construction works under this Contract. This includes plants, equipment, materials and laboratories.

The Contractor shall design, furnish, install, maintain and operate at the project area all temporary works and equipment such as Contractor's camp, offices, stores, workshops, warehouses, assembly areas, machinery, vehicles, material yards, health and safety measures, electric power, telecommunications, illumination, water supply system, concrete and aggregate processing plants, material testing laboratory, temporary construction roads etc.

28 days prior to commencement of any Works the Contractor shall submit layout plans at adequate scale showing the temporary construction facilities of the Contractor to the Employer's Representative and they shall include:

- the Contractor's camp, offices, parking space, workshop, warehouses and storage areas including explosive magazines
- water supply, electric power supply including illumination and communication system
- sewerage, sewage treatment and disposal
- construction roads
- concrete and material processing plant, cement and aggregate storage
- material testing laboratory
- temporary tunnel ventilation system
- survey plan
- security and safety arrangement plan, medical care services.

3.2 Contractor's Camp

The Contractor shall design, furnish, install, maintain and operate the Contractor's camp at the location and within the designated lines defined by the local Authorities or the Employer's Representative. The Contractor's camp shall provide the housing, feeding and recreation of the Contractor's employees and those of his subcontractors. The Contractor's camp shall be designed for the maximum number of employees on the site.

All facilities shall be in compliance with the Indian Construction Workers Act 1996 on permanent and temporary housing of employees. Prior to any camp construction the Contractor's drawings and Specifications shall be approved by the Employer's Representative.

The Contractor shall provide additional adequate housings for the Employer's Representative staff.

3.3 Site Office, Stores

The Contractor shall design, furnish, install, maintain and operate all required offices, stores, warehouses and testing laboratories at the location and within the designated lines defined by the local Authorities or the Employer's Representative.

The Contractor shall provide and maintain a fully equipped site office for the Employer's Representative staff on each construction site.

3.4 Lighting & Ventilation during Construction

Lighting and ventilation during construction shall be in compliance with Clause 7.7 and 7.8 in this Specification.

3.5 Electrical Power Supply

3.5.1 General

The Contractor shall be responsible for obtaining an adequate electrical supply for all his Site operations during the whole construction period.

Installations shall comply with IEC 60204 Safety of machinery, electrical equipment of machines and IEC 60364 Electrical installations of buildings.

If so required by the Employer's Representative, the Contractor shall make a copy of all certificates prepared upon completion of electrical installations and prepared for all required periodic checks available.

The Contractor shall appoint a competent person to be solely responsible for ensuring the safety of all temporary electrical equipment on site.

The Contractor is to comply at all times with the Electricity at Work Regulations.

The Contractor shall furnish, install and keep operational throughout the duration of the Works standby generating facilities of such capacity as to be able to maintain minimum services such as illumination, ventilation, water supply, dewatering etc. necessary for the Project Area safety and security during a failure of the primary power source.

Oil filled transformers are not permitted in subsurface usage. Transformers shall be air-cooled and dry type.

Electrical heaters or radiators having exposed coils or elements shall not be permitted underground.

The lighting circuits shall be separated from the other sub-circuits.

The Contractor shall furnish, operate and maintain 100% standby diesel-driven generators or alternative source of power supply at each working portal. The generators or alternative supply shall be capable of operating the lighting system and the pumps required to flooding of the underground works besides operating all other systems so to allow the work function smoothly in event of main power system failure. The generators shall be tested by the Contractor weekly to ensure the full working capability.

Drawings showing the design of the electrical power distribution system within each area shall be submitted to the Employer's Representative for approval at least 28 days prior to installation. This shall at least include a single line diagram for the distribution systems within each area, protection schemes for the systems and description of the operation concept. The installation of the electrical distribution systems shall not be started unless the Employer's Representative has approved the submitted documents.

The client or representative of the client shall be allowed to access always all facilities of the construction site.

3.5.2 Earthing

All light fittings, electrical equipment and appliances shall be earthed electrically, and the Contractor's specialized personnel shall periodically check the effectiveness of such earthing. The earthing shall meet the requirements for plant and equipment given by Indian Standard 3043.

3.5.3 Cables

All exposed electrical cables installed within the tunnel shall comply with the following requirements:

- Flame retarding properties to IEEE 383,
- Toxicity level Acid evolution when burned 7%
- Flame propagation Oxygen index value 30% minimum
- Smoke density rating: 35% maximum

Supply cables at 3.3 kV or below shall be 3-core with the armouring used as the earth return in conditions where the cable is not subject to continues movement after installation or where the supply is to be a fixed point.

For supply to mobile or transportable equipment, where operation of the equipment subjects the cable to flexure, cables shall be sheathed in flame retardant LSFH.

3.6 Site Communication

The Contractor shall provide a suitable system for communication between the underground

work site and workstations outside the tunnel and maintain such system in working order at all times. An underground station (including telephone socket with bell and indicator) shall always be within 50 m of the point where major work is being carried out and at 200 m intervals along the driven tunnel.

3.7 Water Supply

The Contractor shall provide water that is adequate for year-round use in his camps as well as for general construction use.

The Contractor shall furnish, install, operate and maintain all necessary equipment including pumps, piping, fittings, valves, storage tanks and disinfection for the water supply and distribution systems.

Special measures during low temperature periods shall be taken such as heating or thermal insulation of pipes to avoid freezing of water.

3.8 Concrete and Material Processing Plant

At each construction site, the Contractor shall install and erect all required materials processing plants of sufficient capacity to meet his planned peak requirements during construction. The plants shall be subject to approval by the Employer's Representative. All control and measuring shall be regularly serviced and calibrated.

The following plants shall be installed but not limited to:

- concrete aggregates processing plant (crushing and screening);
- concrete plant (batching and mixing);
- grouting plant

3.9 Testing Laboratory

The Contractor shall install, equip and maintain an adequate field laboratory for the sampling and testing of materials such as concrete, earth or any other materials as specified herein.

The laboratory shall be adequately lit, supplied with sufficient electrical power, water and heating. Adequate space for testing devices and storage areas shall be provided.

The equipment to be supplied and the methods of testing shall be in accordance with the referenced Standards in these Specifications. The proposed type and number of items of laboratory equipment shall be presented to the Employer's Representative and approved prior to purchase.

All facilities and services shall be available to the Employer's Representative as required. All sampling and testing to be undertaken shall be subject to the supervision of the Employer's

Representative. The laboratory shall be run by

Contractor's personnel experienced in sampling and testing of materials and be subject to quality control.

Specialised testing which may be required, and which cannot be performed in the Contractor's laboratory due to lack of time or equipment shall be assigned by the Contractor to an independent organisation approved by the Employer's Representative. The Contractor shall accept all test results and all instructions or restrictions stipulated by the Employer's Representative based on such tests.

3.10 Removal

The Contractor's Camp shall be dismantled and removed subsequently to completion of the Works by the Contractor, unless otherwise specified or directed by the Employer's Representative.

All temporary installations must be completely removed after finalization of the relevant works. Rubbish, waste, debris and material must be removed.

Any disturbed area that will not be taken over for permanent use shall be restored at the completion of the Works to the original appearance as far as possible.

4 WORKING ENVIRONMENTS

4.1 Health, Safety and Welfare

The Contractor shall adopt safe systems of work which minimise the risk to health and safety. All persons working on the site shall be competent to carry out their tasks and duties safely and in a manner that will endanger neither their own health nor the health of others. Persons, who are employed on the site for the first time, shall be subject to appropriate pre-employment occupational health checks, instructed on the hazards inherent in the site, precautions to be taken, the form of construction, and emergency procedures and fire safety. Such instructions shall be given whenever there is a material change in the working arrangements. The Contractor shall maintain a record of all persons instructed and each person shall be required to sign such record confirming that instruction has been received. No person shall be permitted on site without being inducted as set out above. The Contractor shall prepare a written statement of Safe Systems of Working which shall be issued to all persons at site.

All parties shall comply with the requirements and recommendations of BS 6164, BS EN 815, BS EN 12336, BS EN 12110, BS EN 12111 and BS 7671.

The Contractor shall also comply with the requirements of the Employer's codes of practice for safe working and those of any authority or body where their services or property are affected by the works.

A person responsible for Safety shall be appointed by the Contractor and this person shall be conversant with corporate policy, management operational instructions, regulations, legislation and current best practice and how these relate to health, safety and welfare. Compliance with health and safety requirements is the responsibility of managers and individuals at each and every level.

The Contractor shall establish on site:

- Welfare and first aid facilities with appropriately trained personnel, both on the surface and underground, as required by the scale of the Works. Welfare facilities shall include toilet and washing facilities. Where water washing facilities cannot be provided, appropriate alternative means of hand cleaning shall be provided. Barrier creams etc. for skin protection shall also be provided.
- Occupational health facilities on the surface, staffed by appropriate occupational health professionals as required by the nature and scale of the Works.
- Equipment for the rescue and evacuation of persons underground with persons instructed in its use.

- All necessary equipment, safety barriers, notices and the like for the protection of persons.
- Procedures to ensure that all plant and equipment underground is fitted with on-board fixed fire-extinguishing equipment covering fluid tanks, motors or engine compartments and tyres along with the use of reduced flammability (HFDU) hydraulic fluid.
- Comprehensive fire detection and firefighting facilities.
- Sufficient chemical or compressed oxygen self-rescuer sets for all persons underground in accordance with HSE guidance.
- A competent safety officer shall be appointed by the Contractor who shall be conversant with the hazards associated with the form of construction to be undertaken and who shall be responsible for ensuring compliance with all management directives, rules and regulations concerning occupational health and safety.
- Subject to any legal requirement or requirement of the Employer and the size and nature of the Works, the Contractor may appoint a visiting competent safety officer under item above. He shall visit the site at the start of operations and for changes in methods of working, but in any event his visits shall not be at greater intervals than one month.

4.2 Noise & Vibration

4.2.1 General

The Contractor shall minimise occupational exposure to noise and vibration, the amount of noise emitted to the environment and the environmental vibration levels generated by his work activity.

The Contractor shall select and utilise methods of working and items of plant and control in his Works so as to minimise noise and vibration levels, including occupational noise and vibration exposure of the workforce, and not to exceed maximum permitted noise and vibration levels specified in the Contract or defined by local Authorities.

The adherence to any vibration levels specified in the Contract does not relieve the Contractor of his obligations with respect to structural or other property damage.

4.2.2 Temporary Fencing and Barriers

Where required the Contractor shall erect and maintain throughout the construction period temporary fencing of appropriate height taking account of the need for this fencing to act as a noise barrier around all working areas. The fencing shall be dismantled and re-erected as the progress of the Works requires.

The line of the fencing shall be uniform, and the exterior face of the fencing shall be treated

with a durable finish. Where required, in order to prevent reflection of noise, the Contractor shall line the inside of fencing with sound-absorbent material with accepted acoustic absorption properties. The material shall be fire and water resistant.

Local fencing barriers or shelters shall be erected as necessary to shield particular activities, such as those involving the use of pneumatic or hydraulic techniques, and all stationary plant.

4.2.3 Plant & Equipment

The Contractor shall select and use plant, equipment and working practices which minimise occupational exposure to noise and vibration and minimise emissions of noise and vibration to the environment.

All plant shall be properly maintained, and relevant service records completed. All plant shall be provided with effective silencers and vibration-dampening devices and shall be operated according to the manufacturer's recommendations in such a manner as to avoid causing any excessive noise emission or vibration. The noise emitted by an item of plant shall not exceed the relevant values quoted in the Contract or defined by local Authorities.

4.2.4 Noise & Vibration Monitoring

Where monitoring is required the Contractor shall provide, calibrate, operate according to the manufacturer's recommendations appropriate equipment for monitoring construction noise and vibration throughout the construction period.

The Contractor shall arrange for adequate standby equipment.

The Contractor shall notify the Employer's Representative immediately whenever the specified noise or vibration limit has been exceeded, and agree measures to avoid repetition.

Any items of plant causing excessive noise or vibration levels shall be removed from the site and substituted by alternative compliant equipment.

The Employer's Representative may instruct the Contractor to devise and use an alternative process if a construction method is causing unnecessary disturbance.

4.3 Access & Egress

The Contractor shall make all arrangements and assume full responsibility for transportation to the Site of all construction plant, materials and supplies needed for the proper execution of the Works.

Where designated access routes are indicated in the Contract, the Contractor shall use no other without the agreement of the Employer's Representative.

4.3.1 Maintenance of Routes

All public and private highways and roads which are being used by the Contractor's, Subcontractors' or Suppliers' vehicles for the construction of the Works shall be kept clean and free of dirt and mud arising from the Works. The Contractor, unless otherwise provided for in the Contract, shall provide, maintain and use as necessary suitable equipment including mechanical road sweepers, throughout the course of the Works where and as agreed with the highway authority.

The Contractor shall provide, maintain and use mechanical wheel washers and high-pressure hosing facilities at work sites and at such additional locations as required under the Contract.

The Contractor shall be responsible for all maintenance in all respects of all site roads.

Any area of public highway which is closed because of the Works shall not be reopened until appropriate safety and traffic management measures have been completed and until the Employer's Representative confirms that it is in a suitable condition for use by the public.

The Contractor shall protect the public from the Works by secure fencing and gates and shall control access through the gates as required under the Contract.

4.3.2 Access for Others

The Contractor shall always meet the full requirements for access for fire, ambulance and other emergency services and maintain liaison with them in that respect.

The Contractor shall always maintain access for the authorised representatives of utility providers and allow emergency operations to be carried out on any utility or service facilities within the Site.

The Contractor shall not use public or private rights of way for depositing or storing plant or materials. The Contractor shall maintain those parts of the public or private rights of way not temporarily occupied by the Works in a clean, passable and safe condition always.

The Contractor shall execute the Works in such a manner that safe pedestrian access, including disabled person access, to all properties is always maintained.

Unless otherwise provided in the Contract, methods of construction and programming of the Works shall be such that vehicular access to properties affected by the Works is not restricted.

4.3.3 Traffic Safety and Management

Where work is carried out on or adjacent to a trafficked highway the Contractor shall ensure that personnel shall, always, wear high-visibility fluorescent garments which shall comply with BS EN 471.

All proposals, details, execution, maintenance, removal and necessary reinstatement associated

with traffic safety and management and temporary decking and other temporary structures on, or subways beneath, the highway shall be subject to the approval of the appropriate authorities. The Contractor shall supply all information required, for consultation with the appropriate authorities including the local authority, police and other authorities with jurisdiction or interest.

The Contractor shall agree a traffic management plan with the Employer's.

Representative based on consultation and agreement with highway authorities. This shall show the scheme of traffic safety and management measures including the provision of safety zones and traffic signing. The plan shall include the requirements of emergency services for access into and through the site.

Fenced storage areas, gantries, loading bays, skips and other temporary structures on the public highway shall be provided and maintained to the conditions of a licence issued by the local authority.

All traffic safety and management measures necessitated by the Works shall be fully operational before the Contractor commences any work which affects the public highway.

The Contractor shall devise and put into effect traffic management procedures, including appropriate speed limits, within the site including on haul roads and temporary access roads, which are to an equivalent standard to those for a public highway unless directed otherwise by the Employer's Representative.

4.3.4 Signing, Signalling & Lighting

The Contractor shall provide suitable entry and exit signs, at the points of access to and from the site, for vehicles and plant engaged on the Works. As far as possible, vehicles and plant shall enter and exit the site in a forward direction.

Unless otherwise specified, the Contractor shall make all necessary arrangements including notices to relevant authorities for the provision, erection, maintenance, repositioning, covering and uncovering and final removal of all traffic signs as the progress of the Works requires.

The Contractor shall devise and put into operation traffic management arrangements to separate pedestrian and vehicular traffic. Pedestrian access shall be clearly signed and provided with barriers of adequate strength.

The temporary traffic Contractor shall be responsible for the design, provision and maintenance of all signals and associated equipment unless otherwise given in the Contract.

Where required during the execution of the Works, the Contractor shall provide and maintain temporary lighting for the highways. Temporary lighting shall provide the same level of illumination as that of the existing street lighting, which it replaces. Temporary lighting shall be

provided and approved prior to the removal of any existing street lighting.

4.3.5 Survey & Reinstatement

Prior to commencing the Works, the Contractor shall carry out a condition survey of all roads and footways adjacent to the site. The survey record shall be available to the Contractor.

Unless stated otherwise, the Contractor shall reinstate all roads and footways affected by the Works to the extent, lines and levels that existed prior to the commencement of the Works and to standards that are at least equivalent to those that existed prior to the commencement of the Works.

Unless stated otherwise, the Contractor shall reinstate all surface water drainage systems (including but not restricted to gullies, channels, catch pits, pipe runs, manholes and covers and the like) affected by the Works. The Standard of reinstatement shall be at least equivalent to that existing prior to the Contract commencing.

4.3.6 Access within Works

The Contractor shall provide safe access in and about, the site and underground workings.

All shafts shall have a ladder access in addition to any mechanical means.

The Contractor shall always provide a safe designated pedestrian access in the tunnel and throughout the site area. This shall have a firm, level, slip-resistant and continuous surface and shall be suitable for use in emergencies when lighting may be unavailable.

The Contractor shall segregate pedestrian and vehicular access routes.

The Contractor shall always maintain a clear means of egress from each tunnel face. Such means of egress through or past equipment, trains and similar obstructions shall meet the minimum dimensions in BS EN 12336.

The Contractor shall establish, maintain and operate a system whereby the presence of personnel underground is recorded, together with their location where appropriate.

4.4 Disposal of Spoil & Water

The Contractor shall prepare a Site Waste Management Plan (SWMP), which sets out in detail how spoil and all waste is to be categorised, disposed of and monitored, the programme for disposal and how legislation is to be complied with. This plan will address all waste matters at the site and have specific documented mechanisms for adopting a 'reduce, reuse, recycle' approach to waste minimisation for dealing with all wastes. The SWMP will be reviewed by the Employer's Representative and accepted or approved as required by the Contract.

4.4.1 Solid Waste Disposal

The Contractor shall remove all excavated material, spoil, surplus materials and rubbish from whatever source on site and shall, except where otherwise specified in the Contract, make his own arrangements for their disposal and provide all the necessary facilities to achieve this. The Contractor shall also comply with any legal or local authority requirements applying to the handling and disposal of any contaminated spoil.

The Contractor shall set up a system to control and monitor the transport of spoil from site to the tip site, in accordance with the current legislation and requirements of the local Authorities. The system shall be agreed with the Employer's Representative and will provide evidence that each load has been deposited at a licensed tip site.

The Contractor shall retain auditable records of waste removed from site. Waste Transfer Notices should be collated and submitted to the Employer's Representative. Transfer and Consignment notes shall be kept in the site file.

The Contractor shall comply with all statutes and statutory instruments relating to spoil disposal.

4.4.2 Liquid Waste Disposal

Before discharging any surplus water, the Contractor shall obtain the prior approval of the owner of the sewer or water-course and of the Environment Agency.

The Contractor shall ensure that the condition of any discharged water complies with permitted limits. The parameters to be monitored include pH values, temperature and suspended solids.

5 DEWATERING ARRANGEMENT

5.1 General

The Contractor shall design, furnish, maintain and remove temporary works for protecting the Works under construction against flood flows in rivers and creeks, and design, furnish, operate, maintain and dismantle the temporary dewatering facilities required to remove water from construction activities and from natural surface flow or groundwater seepage from working areas on the surface as well as in the tunnel.

The Contractor's working methods and systems shall be designed to control ground and surface water to permit the construction of shafts, tunnels, breakouts and portal structures.

Where dewatering operations are used they shall be kept to the minimum necessary for the execution of the Works. If, at any time, during construction, the inflow of water increases more than the installed pumping capacity, the Contractor shall be required to install additional pumping facilities and perform additional sealing as required by the Employer's Representative. The dewatering system shall include a system for identifying ingress of soil material during the dewatering operation.

In planning temporary pumping systems, the Contractor shall take due consideration of water quality, pressure, quantity and variations in water levels.

Settlement ponds and other measures shall be provided so as to ensure that potentially contaminated or polluted matter from the execution of the Works is nowhere released into creeks, rivers or the ground.

The Contractor will be held responsible for all damage caused by his dewatering procedures or the lack of such, and he shall reinstate or repair disturbed ground or structures to their original condition or as otherwise approved.

Plant shall be delivered to site and maintained in good working order. Plant and pipe work shall be fitted with appropriate valves, controls and gauges. Each dewatering well shall be capable of individual adjustment and being shut down and isolated from the rest of the system. Appropriate standby equipment and spares shall be maintained on site at all time.

5.2 Construction Site

The Contractor shall perform all works necessary to drain the surface construction sites of rain, groundwater and service water. The work shall include, but not be limited to the following:

- design and construction of drainage, ditches, pits, pump sumps and settlement ponds with oil separators
- design, furnish, operate and maintain dewatering equipment and conduits
- relocation of dewatering facilities required for the performance of other works

- diversion of creeks where required by construction of any permanent or temporary structure, including spoil and stockpile areas
- all auxiliary work required for the safe and continuous dewatering of the surface construction sites

The Contractor shall perform all work necessary to collect and drain construction water and infiltrating groundwater, convey it to main conduits and convey it out from tunnel work to discharge points. The work shall include, but not be limited to, the following:

- design and construct pits, trenches and drainage measures along the tunnel invert
- design, furnish, operate and maintain dewatering equipment (including pumps and power supply) and conduits
- relocate dewatering facilities as required for the unhindered performance of the tunnel work
- design, construct and operate settlement ponds, with oil separators, at the portals or elsewhere, with discharge into creeks and rivers, as approved
- all auxiliary work required for the safe and continuous dewatering of the underground working areas

The Contractor shall design and install complete facilities for the drainage of the temporary and permanent portal areas and the muck disposal areas.

Drainage ditches shall be excavated along the top of excavated slopes and on the berms. Such ditches shall be kept well back from the excavation edges. In loose materials the ditches shall be lined with concrete or with rock paving set in mortar immediately after completion of excavation. The ditches shall be regularly cleaned out of accumulated silt and other matter so that water may flow freely at all times.

Rivers, creeks and intermittent streams in the vicinity of temporary or permanent works shall be diverted into culverts of lined ditches. Erosion must be prevented. Sediment laden water must be diverted through settling ponds or basins according to the environmental regulations.

5.3 Tunnel

The Contractor shall perform all necessary works to collect and drain construction and ground water in all tunnel drifts at all headings. All required drainage measures including collection and pumping of any ground water in inclined tunnel drifts must be included in the given prices. The water shall be drained out of the tunnel with minimum impact on ground stability and construction works. This includes, but not limited to:

- pits, trenches and drainage along the tunnel floor

- dewatering equipment including pumps
- pipes along tunnel side wall
- collecting local inflows directly from tunnel perimeter before and after installation of primary support
- collect inflowing water with dimpled sheets along the tunnel perimeter
- settlement ponds or basins with oil separators before discharge into rivers

Mountain water due to tunnel construction shall be collected and drained. Excavation areas shall be drained of all construction water and ground water. Water appearing at the face shall be drained to the longitudinal drainage system as soon as possible.

Dewatering arrangement must be considered for falling and rising gradient of the excavation, a softening and damaging of the bench shall be avoided. The water drainage length shall be kept at a minimum. In case of falling gradient temporary pump sumps must be max 5m behind the excavation face (top heading, bench, temporary and permanent invert).

The Contractor shall provide adequate pumping capacity where required, including a sufficient number of standby pumping units and standby power, to handle all water entering any portion of the tunnel works. These units shall be connected to the power supply and dewatering systems in such a way that proper and uninterrupted drainage will be ensured throughout the construction period.

Heavy mountain water may occur and therefore additional drainage system to the longitudinal drainage system may be required. In such zones systematic drainage drillings ahead of the tunnel face may be required and ordered by the Employer's Representative.

If required, drainage drillings (placement, direction and length according to local conditions) shall be constructed with no delay. Instrumentation, for measuring the pore pressure, may be required by the Employer's Representative.

In tunnel sections with ground material sensitive to water (softening or swelling ground condition) particular care has to be taken concerning water drainage. The inflowing water shall be collected as soon as possible and conveyed in pipes not to allow contact to the tunnel floor. Construction water must be reduced to a minimum and collected and pumped immediately into pipes.

Water entering a working face from another part of the tunnel must be deviated not to affect construction works such as bench/invert excavation or concreting.

Unless otherwise specified, all water emanating from the tunnel excavation shall be discharged into settlement ponds, designed so as to meet the requirements of the prevailing Indian regulations. The outflow from each settlement pond shall be arranged in a way to prevent any

oil from leaving the pond irrespective of the volume of water entering the pond.

Dimpled sheet membrane shall be of HDPE with a sheet thickness of 1.0 mm. The drainage capacity shall be 10 l/s/m. The compressive strength shall be 150 kN/m².

Strip drains shall consist of dimpled sheet membrane as defined above, wrapped in a nonwoven hot bonded geotextile. The geotextile shall comply with Clause 12.2.

5.4 Measurement and Monitoring

The Contractor shall install, operate, maintain and relocate the necessary devices for flow measurements. These measuring devices shall be checked and approved by the Employer's Representative before usage.

Gauging stations shall be installed, and measurement of the total discharge shall be made as follows:

- **Heading Zone:** Measurement shall be performed during excavation and supporting work at a point not less than 50 m and not more than 100 m behind the heading face. Transfer of the measuring station in drill and blast advances shall be done in 100 m steps or as approved by the Employer's Representative.
- **Rear Zone:** Flow measurements at the portal or at the outlet of installed pump lines shall be performed during the entire excavation and supporting work.

Measurement of water flow shall be performed once a day jointly by the Employer's Representative and the Contractor or as otherwise agreed upon.

All pumping rates must be recorded, and the Contractor shall keep full and detailed records of all monitoring carried out. Copies of such records shall be available to the Employer's Representative.

The Contractor shall monitor all springs and wells which may be influenced by the lowering of the ground and mountain water table due to the tunnel construction. The zero readings must be done prior to any excavation.

5.5 Final Tunnel Dewatering Arrangement

5.5.1 Ground Water

A minimum gradient of 0.5% of the drainage pipes shall be provided in each tunnel cross section.

If not otherwise specified by the detailed design drawings or the Employer's Representative, the following ground water drainage pipes with the given diameters shall be installed at the lines given in the detailed design drawings.

- Side wall drainage: <E> > 250 mm

- Sub-base drainage: $\phi \geq 150 \text{ mm}$
- Ground water collecting pipe: $\phi \geq 400 \text{ mm}$

Perforated pipes shall be made of slotted Polypropylene (PP) or polyvinyl chloride (PVC) or any other equivalent material in agreement with the Employer's Representative. The upper section of the pipe shall be longitudinal corrugated and slotted, with the bottom section closed. The width of slots shall not exceed 1.0 mm. The total area of the slots for water intake shall exceed 50 cm² per metre length of pipe.

The bedding shall consist of dry lean concrete in compliance with Clause 10.2.

The pipe shall be embedded in no-fines concrete in compliance with Clause 10.3.

5.5.2 Carriageway Water

The carriageway water shall be collected and drained in a separate drainage system.

The collection shall be continuous by a slot channel or punctual with a minimum interval of 65 m. Slot channels shall be made of water impermeable concrete with plastic fibre reinforcement.

The slot channel diameter shall be minimum 250 mm. A minimum longitudinal gradient of 0.5% shall be provided.

6 OPEN EXCAVATION

6.1 General

In these specifications, the following works are covered:

- surface excavation in soil or rock (Cut) for the temporary and permanent tunnel
- portals, the tunnel portal structures, control building, muck dump areas, ditches, drains,
- surface fill (Fill) with soil and rock material for the platform of the tunnel portal structures and buildings, muck dump areas or roads,
- erosion protection of embankment slopes with gabions, mattresses, rip-rap, etc.
- sub surface drainage
- backfill of structures
- water proofing of structures before refill

The existing ground surface area below which open excavation is required shall be cleared of trees, brushes, shrubs, embedded logs, fallen timber and surface litter and shall be grubbed of vegetation, roots and stumps. Cleared and grubbed material shall be disposed of in the designated spoil disposal areas.

No unexcavated material is permitted inside the design lines of the excavation.

14 days prior to commencement of any surface excavation the Contractor shall submit all detailed drawings and/or descriptions of his proposed excavation methods, sequences and equipment to the Employer's Representative for approval.

28 days prior to dumping of any spoil, the Contractor shall submit all detailed drawings and/or descriptions of his proposed method for laying, compacting and protection against erosion of the muck dump material including information of dumping sequences and equipment. The muck dump areas shall be within the areas so designated by the Local Authorities or the Employer's Representative and in compliance with Clause 4.4.1.

At least 28 days prior to placing of any fill material, the Contractor shall submit detailed drawing and/or descriptions of the construction procedure, mixing, treatment and compaction procedures, topsoiling, slope stabilisation and surface erosion protection, and other completion works for approval, for construction of embankments. All data of working methods, equipment and provisions for the stability of the construction as well as temporary and permanent drainage of these areas shall be included. Details of volumes, material types, heights and grades shall be provided.

The Contractor shall forward information of the progress of surface excavation including information on excavated volumes, ground type, ground support installed, water inflows and

difficulties encountered to the Employer's Representative at an interval in agreement with the Employer's Representative.

6.2 Standards

Open excavation works shall be in compliance with the following Standards and Guidelines unless otherwise defined in these Specifications.

- Specification for Road and Bridge Works (Fifth Revision) printed in April 2013 issued by MoSRT&H and published by IRC.
- IS 2720: Methods of test for soils — applicable parts
- IS 4532: Method of test for stabilized soils
- ASTM D3282: Classification of soils and soil-aggregates mixtures for highway construction purposes
- Eurocode 7: Geotechnical design

6.3 Cut

The excavation requirements and limits shown on the drawings have been established on the basis of the results of subsurface exploration by the Designer. The Employer's Representative will examine the conditions exposed at the actual excavated surfaces and, if the conditions are deemed unacceptable for the intended purpose, will relocate the excavation design lines locally outside of the excavation design lines shown on the Drawings.

If, in the opinion of the Employer's Representative, the necessity for excavation outside of the excavation design lines has been caused by negligence on the part of the Contractor or by ineffective executed excavating or blasting operations by the Contractor, the volume of additional excavation shall be backfilled with concrete or other material as required by the Employer's Representative. Such additional excavation and backfilling shall be done at no additional cost to the Employer.

Unclassified material and rock excavated outside of the excavation design lines for the Contractor's own purposes shall be replaced with concrete or other material as required by the Employer's Representative. Such additional excavation and backfilling shall be done at no additional cost to the Employer.

All initial support measures as given in the detailed design drawings or directed by the Employer's Representative e.g. sprayed concrete, pre-stressed anchors, wire mesh etc. shall be in compliance with Clause 9 of this Specification.

The Contractor shall draw his own conclusions from site inspection, from the logs of rock cores, test pits, test trenches, test tunnels, test chambers and surface exposures and from other site investigation data made available to the Contractor, as to the excavation method that will be

best suited for the satisfactory removal of materials to be excavated and as to the behaviour of unclassified material and rock in situ, during and after excavation.

Excavation shall include all items of work, equipment, facilities and material with respect to the proper excavation as specified, including mucking, dumping and transport of excavated materials in stockpile or disposal areas approved by the Local Authorities.

The Contractor shall apply, as approved by the Employer's Representative, excavating, drilling and blasting techniques, which will produce a smooth final profile, i.e. smooth blasting resulting in minimum over break as well as - minimum detrimental effect beyond the design lines for excavation in compliance with Clause 7.3.3. Explosives and detonating systems shall be used by the Contractor to produce a smooth final excavated surface.

The Contractor shall adopt excavation procedures such that the stability of surfaces in open excavations is not impaired. The Contractor shall be responsible for the stability and safety of all excavations until final acceptance of the Works and shall install such instrumentation in the excavations, in addition to the instrumentation required by the Employer's Representative, that the Contractor considers necessary to measure deformation and to establish that unstable conditions do not develop. The Contractor shall execute all remedial work required in excavations to ensure that the excavated surfaces are maintained in a sound and stable condition. The Contractor shall submit to the Employer's Representative all readings taken the instruments he installs not more than 1 working day after taking the readings.

During excavation, and at any time during the Work, all material which is unsafe or appears to endanger persons, the Works or the property of others, shall be immediately scaled and removed from the excavations. The fact that such scaling and removal may enlarge the excavation beyond the excavation pay lines shall not relieve the Contractor from the necessity of doing such scaling and removal of such materials. If it is not possible to remove loose rock by normal barring and wedging, then rock support, shotcrete or chain link mesh or any combinations of each, shall be applied to secure and prevent the loose rock from falling or becoming unstable.

Notwithstanding the provisions specified herein, the Employer's Representative may require the Contractor to take such action as the Employer's Representative deems necessary to assure the safety of the excavations and the Contractor shall immediately comply with such requirements. Nothing in these Specifications shall be construed to relieve the Contractor from the sole responsibility for safety.

If drilling and blasting operations is required, these shall be carried out in such way that they do not interfere with the work of others nor cause any damage to adjacent structures.

Snow and ice shall be removed when necessary to ensure the safe and effective performance of the Work.

If slides occur in excavated slopes, all materials affected shall be excavated and removed to the designated spoil disposal areas. The slopes shall then be further excavated to a safe, stable and neat condition or to the lines, slopes, dimensions and elevations required by the Employer's Representative. If, in the opinion of the Employer's Representative, any slide was caused by negligence on the part of the Contractor, all remedial work shall be done at no additional cost to the Employer.

The Contractor's excavation operations and schedule shall allow for interruption while the geological conditions exposed at the excavated rock surfaces are mapped and assessed by the Employer's Representative. Local areas shall be cleaned off where required by the Employer's Representative to expose a fresh undisturbed surface. Such interruption and assistance shall be at no additional cost to the Employer.

Construction traffic shall only be routed over suitably protected parts of the excavated surfaces.

6.4 Excavation Classification

Surface excavation shall be classified according to the excavation method as:

- Loose excavation
- Rock excavation

Loose excavation means all excavation which may be performed without continuous and systematic drilling and blasting. Clearing and grabbing of trees, shrubs and plants, stockpiling of topsoil layer, digging, ripping and occasional blasting may be required.

Rock excavation means excavation which requires continuous and systematic drilling and blasting for loosening, including measures for smooth blasting methods. The Contractor shall solely adapt blasting hole diameters, distance, charging and detonating delay of holes to form a smooth, sound surface along the excavation design lines. The distance between blasting holes shall not exceed 10 times of the blasting hole diameter.

6.5 Excavation Material Disposal

The disposal of excavation material shall be in accordance to Clause 4.4.1 of this Specification.

Excavation material suitable to be utilised in the Works shall be stockpiled separately from materials to be disposed. The use of excavation material in the Works shall be in agreement with the Employer's Representative.

Suitable materials shall, wherever possible, be transported directly from the required

excavation to the various designated final locations.

Excavated materials, not suitable for or in excess of the construction requirements, shall be disposed of in spoil areas designated by the Local Authorities or the

Employer's Representative. Unless otherwise provided for, spoil areas shall be built up in layers, with a maximum layer thickness of 0.6 m, and evenly compacted by the traffic of the construction equipment, aimed at minimizing future differential settlement. Final sloping and shaping of surfaces shall be as indicated on the Drawings. Other details of the work such as stabilisation and drainage measures are shown on the Drawings.

All activity by the Contractor at spoils areas shall be confined to the limits designated by the Local Authorities or the Employer's Representative. The limits shall be clearly marked and, where directed barricaded to prevent traffic in areas outside the limits.

6.6 Fill and Embankment

The Contractor shall construct all compacted earthfill or rockfill embankment as shown on the Drawings or as otherwise directed by the Employer's Representative.

This work shall include such work as selection of suitable material, transporting, spreading, adjusting moisture content, compacting to specified minimum dry density and completion in all respects, all in accordance with this Specification.

The embankment shall extend to the design lines as given in the drawings.

All permanent and long term temporary slopes shall generally be stabilised and erosion protected by planting of vegetation and greens similar to the typical local vegetation of the area. Additional measures such as bolts, anchors, shotcrete for cut slopes or gabions, rip-rap, geotextile for embankment slopes must be applied as designed or ordered by the Employer's Representative.

The Contractor shall construct all sub-surface drainage measures in cuts or embankments as shown on the Drawings or as otherwise directed by the Employer's Representative. This work shall include such work as excavation, selection of suitable material, transporting, placing, and completion in all respects, all in accordance with this Specification.

The material beneath the road sub-base shall have CBR values. The testing procedure shall be in accordance to AASHTO T193 and fulfil the requirements shown in the detailed design drawings and Indian Standards.

Trees, shrubs, grass, humus/topsoil shall be removed from the existing ground surface and stockpiled for later reinstatement if required by the Employer's Representative prior to any placing of embankment.

The prepared surface shall be benched in vertical and horizontal cuts to provide a shear key with the embankment material.

The material of the embankment shall be placed and compacted layers with a thickness not exceeding 300 mm loose before compaction.

The moisture content of the material to be compacted shall be as wet or just wetter than optimum moisture content determined by laboratory testing.

All embankment material shall be compacted to a dry density not less than 95 per cent of the maximum laboratory dry density in accordance with IS 2720, Part 8.

6.7 Back Fill

Backfill shall be placed to the specified type of the lines, grades and dimensions in the locations shown on the detailed design drawings by the Contractor or directed by the Employer's Representative.

All material proposed by the Contractor to be used as backfill shall be approved by the Employer's Representative prior to any placing of backfill material. The material to be used as backfill shall be as far as possible obtained from required excavation for Underground Excavation Works.

Backfill material shall be homogeneous without layers, pockets and lenses and may not consist of any organic component. Each load of material shall be distributed well and operation of equipment shall be restricted in the area near permanent structures to avoid any kind of damage. The Employer's Representative may reject full loads of backfill material that contain unacceptable percentage of organic component.

Backfilling may not be done before reaching full load capacity of adjacent structures and only after approval of Employer's Representative. The placing of the backfill shall be done simultaneously and with similar method, procedure and material at the different sides of a structure to avoid differential earth pressure. The work may not be done at low temperatures and frozen backfill material is not permitted.

Back fill material shall consist of well graded granular material containing 35% or less by weight passing a 0.075 mm sieve, as specified in ASTM D3282 and with a maximum particle size of 300mm.

Back fill material shall be placed and compacted layers with a thickness not exceeding 300 mm loose before compaction and shall be compacted to a dry density not less than 95 per cent of the maximum laboratory dry density in accordance with IS 2720, Part 8.

The moisture content of the material to be compacted shall be as wet or just wetter than

optimum moisture content determined by laboratory testing.

Backfill material shall be tested every 300 m³ or 600 m² or 1 test per shift, whichever is less, or as directed by the Employer's Representative. Proctor test procedures shall be done in random backfill and impervious backfill; whereas the relative density testing of IS: 2720 shall be done for free-draining backfill.

6.8 Gabions

The foundation for each gabion and mattress shall be prepared by the Contractor to the satisfaction of the Engineer. Irregularities in the foundation shall be excavated or tightly filled with gravel to produce a surface which has no protrusions or cavities in excess of 100 mm and the surface shall be covered with a geotextile fabric.

Gabions and mattresses shall consist of double twisted woven mesh gabions with coated, polymer sheathed wires or equivalent in agreement with the Employer's Representative.

The construction working procedures of gabions and mattresses shall be in compliance with the manufacturer's recommendations and instructions.

6.9 Rip-Rap Layers

Rip-rap layers shall be furnished and placed by the Contractor on permanent embankments as erosion protection layer as shown on the detailed design drawings of as directed by the Employer's Representative.

Prior to any placing of rip-rap layers the source of the material shall be approved by the Employer's Representative. Rip-rap material shall consist of hard, dense and durable rock. Material from Underground Excavation Works may be used.

The minimum rock size shall not be less than 500 mm and shall not be greater than that which can be encompassed in the specified layer thickness.

Rip-rap layers shall not be placed on earth, gravel or weathered rock foundation when not agreed with the Employer's Representative. When the underground is not suitable for bedding of rip-rap layers, the rip-rap shall be placed on a 300 mm thick continuous layer of gravel, sand or rock fragments in agreement with the Employer's Representative.

6.10 Water Proofing Membrane

The water proofing membrane shall cover all backfilled structures from water and moisture and is similar to the tunnel water proofing membrane as specified in 12.5.

7 UNDERGROUND EXCAVATION

7.1 General

The Contractor shall be responsible for the safety and security of excavations at all times during the execution of the Contract.

The geological/geotechnical information presented in the tender documents represents the state of knowledge of the geological/geotechnical conditions along the tunnel alignment based on available information at this stage.

Tunnel works to be executed are based on the New Austrian Tunnelling Method, hereafter referred to as NATM, with observance of all principles related to the application of this method.

Mechanised techniques for excavation shall be used wherever practicable to eliminate or reduce health and safety risks.

The excavation material shall be classified in compliance with Clause 6.4 of this Specification. Different and adequate excavation methods shall be considered for rock excavation and loose excavation by the Contractor.

A detailed description, defined by the Contractor, of all excavation methods including equipment, location of headings, benches and pilot tunnels, drilling and blasting, controlled perimeter blasting, ripping, mucking, loading, hauling, temporary support systems, scaling, ventilation, lighting, pumping, safety measures, schedules, excavation cycles, simultaneous working of faces and sequence of operations he plans to follow in each excavation area to complete the work shall be included in the offer or submitted to the Employer's Representative prior to commencement for review. Additionally details concerning installation of pumping, ventilation and lighting systems shall be forwarded to the Employer's Representative for review. The Employer's Representative shall be provided with all submissions in sufficient time ahead of the construction works or at such dates as mutually agreed upon. No excavation shall be started in any excavation area until permission has been received in writing from the Employer's Representative.

The approval given by the Employer's Representative to the Contractor's methods and equipment does not relieve the Contractor of his full responsibility for proper and safe execution of tunnel excavations, or of liability for injuries to persons or fatal accidents, or any obligations under this Contract.

Manufacturer's certificates of compliance shall be submitted certifying that the materials and equipment proposed to be used meet Specification requirements.

During excavation, and at any time during the work, all ground material which is unsafe or

appears to endanger persons, the Works or the property of others, shall be immediately scaled and removed from the excavations. The fact that such scaling and removal may enlarge the excavation beyond the line of excavation shall not relieve the Contractor from the necessity of doing such scaling and removal of such materials. If it is not possible to remove loose rock by normal barring and wedging, then rock support, shotcrete or steel mesh or any combinations of each, shall be applied to secure and prevent the loose rock from falling or becoming unstable.

Excavation shall be carried out in a uniform and controlled manner and over-cutting shall be kept to a minimum consistent with the need to maintain the necessary clearance for construction of the Works.

Drilling and blasting operations shall be carried out in such way that they do not interfere with the work of Others nor cause any damage to adjacent structures.

The Contractor's excavation operations and schedule shall allow for interruption while the geological conditions exposed at the excavated rock surfaces are mapped and assessed by the Employer's Representative. Local areas shall be cleaned off where required by the Employer's Representative to expose a fresh undisturbed surface. Such interruption and assistance shall be at no additional cost to the Employer.

The excavation invert shall not be damaged due to construction works. Hence the invert of the tunnel shall be protected against damage and deterioration which may be caused by construction traffic. Any other surfaces which deteriorate or are damaged shall be made good to a standard agreed with the Employer's Representative.

Excavation shall be carried out in sections limited to such lengths, depths and widths as may be safely executed having regard to all the circumstances and as appropriate to the ground conditions and the equipment and method of construction being used.

In water-bearing strata the Contractor shall use such methods and take such steps as are necessary to control flows and maintain the stability of the excavation.

Additional excavation, not shown on the drawings, but the Contractor considers being required for his own purpose such as cross passages, mucking pits, turning cavern or spaces for site installation may only be carried out in agreement with the Employer's Representative. Such excavations are done at no additional cost for the Employer and shall be backfilled to the excavation line.

7.2 Overbreak

The overbreak-line is defined with 30 cm for tunnel sections with drill and blast excavation and 20 cm for tunnel sections with excavation by excavator of road header.

Overbreak shall be secured with determined measures in agreement with the Employer's

Representative and according to the local conditions. Loose rock mass shall be removed. Any voids formed during the excavation process by overbreak and temporary works shall be backfilled completely with grout, concrete, sprayed concrete or other approved durable material.

Accepted geological overbreak in tunnel excavation is defined as a local overbreak which occurs while the following four conditions are simultaneously fulfilled:

- overbreak extends beyond the “overbreak”-line;
- the overbreak occurs above the tunnel invert;
- the Employer’s Representative is immediately notified and given the opportunity for inspection, while both the cause and the extent of the overbreak are clearly visible; and
- appropriate working methods were used, and adequate rock reinforcement and support was installed in due time, and properly applied by the Contractor.

The Contractor shall survey and plot cross sections at sufficient intervals to allow for a reasonably accurate estimate of the volume of overbreak which he claims to be due to geological conditions.

Voids created by overbreak extending beyond the “overbreak”-line in tunnel excavations shall, as directed, be backfilled up to the “overbreak”-line as required by the Employer’s Representative.

In the event of excessive geological overbreak, support shall be installed immediately as required to stabilize the ground. The Employer’s Representative shall be informed immediately of such conditions. Remedial works shall be in agreement with the Employer’s Representative. The design of the remedial works shall be done by the Contractor and approved by the Employer’s Representative. Remedial works shall be executed before further advance of the face unless otherwise directed by the Employer’s Representative.

The void formed by the geological overbreak shall be measured in-situ. Individual voids of less than 1 m³ shall be discarded for measurement purposes. The materials required to complete the repair shall be quantified and approved by the Employer’s Representative and certified for payment.

Where forepoling is required no separate remuneration for the additional overbreak will be made, i.e. the additional overbreak shall be included in the excavation costs.

7.3 Tunnel Excavation

7.3.1 General

Tunnel excavation in any kind of ground shall be performed in accordance with modern blasting and excavating practice, using methods and techniques that will reduce overbreak to a

minimum outside of the line of excavation (payline), and which will preserve, in the soundest possible condition, the structural integrity of the rock beyond the line of excavation.

Excavations shall not be advanced until the pattern ground support for the previous round has been installed and the profile of the previous round has been checked and all rock remaining inside the line of excavation has been removed. The Employer's Representative may stop the work for removal of undercuts at any time if undercutting is observed.

Tunnel excavation shall not be started until the exposed rock faces in its portal excavation have been stabilized with rock support and shotcrete and drainage measures have been installed as given in the drawings.

The Contractor shall maintain accurate records of all blasting and excavating operations and at the end of each shift he shall provide the Employer's Representative with two copies of the records, together with such additional data as the Employer's Representative may request. The forms shall bear the signatures of the Contractor's and the Employer's Representative certifying that records are accurate and complete and include but not limited to the following:

- length of tunnel excavated, and theoretical volume of solid material excavated
- quantity of any rock support installation
- occurred rock falls, zones of instability and logs of pilot holes
- water inflow at the head and rate of discharge at the tunnel portal
- Unusual occurrences and all delays with reasons for these.

Holes drilled in swelling ground shall be conducted without water.

7.3.2 Geotechnical Design

The procedure of ground characterisation during construction sequence is based on the Austrian "Guideline for the Geotechnical Design of Underground Structures with Conventional Excavation" by the Austrian Society for Geomechanics.

Rock mass classes are determined based on the rock at the excavation face of the tunnel before the commencement of the respective excavation sequence.

7.3.2.1 General

A continuous updating of the geotechnical model and an adjustment of excavation and support to the actual ground conditions during construction is required.

The rock mass characterisation shall be determined according to the following steps, which are summarized and presented in Figure 1.

- Step 1: Determination of the encountered Ground Type (GT) and prediction of ground characteristics

Underground Structures with Conventional Excavation” by the Austrian Society for Geomechanics

Step 1: The geological conditions during construction shall be monitored as defined in Section 7.3.4 to collect and record the relevant parameters specified in the design. Based on the geological conditions the Ground Type (GT) shall be determined. Additional observations, like indications of overstressing, deformation and failure mechanisms as well as results from probing ahead and the evaluation of the geotechnical monitoring shall be used to update the ground model and predict the conditions ahead of the face.

Step 2: Based on the predicted ground conditions, the system behaviour in the section ahead shall be assessed under consideration of the influencing factors and compared to the framework plan. Particular attention must be paid on potential failure modes.

Step 3: To determine the appropriate excavation class and support category, the criteria laid out in the framework plan must be followed. Consequently, it must be checked if the actual ground conditions (Ground Type, system behaviour) comply with the prediction. The additional data obtained during construction form the basis for the determination of the applied excavation and support methods.

The system behaviour must be predicted for the next excavation section, considering ground conditions and the chosen construction measures. This process is to be done during the daily review meeting as per Clause 8.4. Records of this meeting shall be kept and signed of all attended parties in compliance with Clause 8.4.

Step 4: The system behaviour shall be monitored (visually and by measurements) in compliance with Clause 8 of this Specification and the criteria defined in the geotechnical safety management plan. When differences between the observed and predicted behaviour occur, the parameters and criteria used during excavation for the determination of the Ground Type and the excavation and support must be reviewed. When the displacements or support utilization are higher than predicted, a detailed investigation into the reasons for the different system behaviour must be conducted, and if required mitigation measures (like increase of support) ordered. In case the system behaviour is more favourable than expected, the reasons must be analysed as well and the used parameters modified, if appropriate. This allows for a continuous improvement and refinement of the method for assignment of excavation and support methods.

7.3.2.2 Determination of Actual Ground Type

Key parameters shall be defined in agreement with the Employer's Representative for the identification of each Ground Type, considering that those can be recorded during construction. If directed by the Employer's Representative, additional parameters shall be monitored, which the Employer's Representative deems necessary for determination of the system behaviour.

Each of the key parameters shall be categorized. Whenever feasible, numerical values shall be used preferably than descriptive data, like spacing, joint opening, strength, etc. Due to practical reasons, some of the required parameters can only be described qualitatively.

Using predefined criteria the parameters are weighted and combined, allowing the appropriate Ground Types to be identified. A correlation matrix shall be used.

Data collection on site shall be concentrated on collecting relevant geological and geotechnical data and on observing and recording the ground structure. The collected data are recorded in prepared forms. With the criteria defined during the design the Ground Type is determined. In heterogeneous ground conditions, the ground shall be divided into several sections, and the appropriate key parameters shall be collected for each section separately.

The geological and geotechnical data collected and evaluated on site are the basis for the extrapolation and prediction of the ground conditions. The geological work is not limited to recording the face conditions, but also shall involve prediction of the conditions in the volume of rock that controls the ground response.

7.3.2.3 Assessment of System Behaviour in the Excavation Area

In addition to the parameters required to determine the Ground Type(s), influencing factors, like ground water conditions, ground structure, estimated stress situation and kinematical conditions as well as observations of the system behaviour in the excavation area shall be recorded by the Contractor.

The reaction of the ground to the excavation and support are observed by the Contractor using an appropriate monitoring system in compliance with Clause 8 of this Specification.

The predicted ground structure in combination with the on-site observations and monitoring results shall be used for prediction of the ground behaviour for the sections to be excavated subsequently.

7.3.2.4 Determination of Excavation and Support and Prediction of System Behaviour

For the final determination of the excavation and support method, it must be checked if the ground conditions and system behaviour observed on site conform to the design assumptions. When the observed conditions conform to the predicted ones, stipulations in the framework plan must be followed when determining the construction measures.

In case of a deviation exceeding the specified tolerance in the framework plan, the designer has

to be informed to allow for an adaptation of the prediction, based on new findings. The designer shall agree with the required additional measures in due time and update the framework plan accordingly.

The final decisions on the applied construction measures are based on the design and additional information gained during construction and shall be done during the daily review meeting as per Clause 8.4 of this Specification. The goal is a safe and economical construction. The decisions must be coherently explained and documented, for example in an appendix to the required excavation and support sheet (RESS) in compliance with Clause 8.6 of this Specification.

The prediction of the system behaviour shall contain the following but is not limited to:

- Expected magnitude and orientation of the tunnel displacements, and the surface (if applicable), including the displacements spatial and time dependent development
- Expected utilization factor of the support

7.3.3.5 Check of System Behaviour

The actual system behaviour in the supported area and in the final stage shall be compared to the predicted system behaviour, and checked, whether the behaviour is within the specified limits of the warning criteria. Additional measurements or evaluations may be required on direction by the Employer's Representative to determine for example the utilization of the lining.

Deviations between the expected and the observed behaviours have to be analysed and documented by the Contractor and discussed with the Employer's Representative in the daily review meeting as per Clause 8.4.

The reasons for the deviation in behaviour have to be analysed. In case the assumptions regarding the influencing factors are inappropriate, the parameters have to be modified. The modifications have to be supported by appropriate data and analyses and documented in an updated framework plan.

In case the ground quality is better than predicted, the geotechnical model has to be revised. In case of a significant deviation, the criteria for the determination of excavation and support have to be modified.

In case the ground quality is worse than predicted and warning levels exceeded, contingency measures according to the safety management plan have to be implemented, and excavation and support shall be adjusted accordingly. This can be done for example by additional bolting, installation of a temporary invert, etc. In some cases, the installation of a stronger support in the following rounds may be sufficient to achieve the target. All additional support measures are defined in the daily review meeting and presented in the RESS in agreement with the

Employer's Representative.

In case of significant deviations, the geotechnical model has to be revised and the criteria for the determination of excavation and support have to be modified. This generally requires that the framework plan is updated.

7.3.3.6 Updating of Design

Due to limited information available during design, a number of assumptions and simplified models have to be used to arrive at a design, which is the basis for the framework plan and the tender documents.

A continuously update of the geotechnical design with the increasing level of information shall be done. This applies to the determination of the Ground Types, the assignment and calibration of key parameters and criteria as well as for the determination of the system behaviour. The refinement of parameter categories, the introduction of additional criteria, etc. help in improving the geotechnical model.

The tunnel engineer on site has to report to the designer in case of significant deviations of the actual geological/geotechnical situation or system behaviour from the predicted ones, as outlined in the framework plan. A detailed report, containing all relevant information and coordinated with the site geologist and the Employer's Representative and the Contractor, has to be prepared and submitted. After consideration of the facts the designer has to update the framework plan. This has to be documented in a supplement to the geotechnical report.

7.3.3 Blasting

7.3.3.1 General

Not less than 40 days prior to commencement of rock excavation in each area, the Contractor shall submit, for review by the Employer's Representative, details of the drilling and blasting methods which he intends to use in that area. If, at any time in a specific area, a plan which has been previously adopted does not produce conditions at the excavated rock face that conform to the requirements of these Specifications, the Contractor shall submit a revised plan to the Employer's Representative before continuing excavation in adjacent areas.

The Contractor shall develop controlled blasting techniques, which will satisfy the excavation requirements specified herein. In each different type of rock conditions, the Contractor's initial blasts shall be performed as trials, and the burden, drill hole pattern and depth, explosive type and quantity, blasting sequence and drill delay pattern shall be modified to achieve the requirements specified herein.

Blasting means must follow the licensing requirements and orders as well as the manufacturer's instructions.

Blasting operations shall be carried out only under the direction of an experienced operator. The Contractor shall appoint one competent person to be responsible for the security of explosives.

Blasting shall be carried out carefully so as to avoid loosening or shattering rock beyond the required line of excavation, and loose or shattered rock (where it does not contribute to stability of the excavation) shall be removed by scaling down or other means before personnel will be permitted to restart operations after blasting.

Notices of blasting operations shall be posted on site. Before each firing, the Contractor shall give audible warning, clear the area and shall take positive measures to prevent personnel from entering the danger area.

The Contractor shall monitor the results of blasting closely and, where it is proper to do so, shall propose changes to his blasting operation for the agreement of the Employer's Representative.

Under no circumstances shall any holes be charged until completion of all drilling operations at the face.

After each blasting operation the tunnel drive shall be sufficiently ventilated to remove any nitrous gases and the atmospheric conditions shall be constantly checked prior to personnel accessing the excavated face in compliance with Clause 7.7.

No person shall be allowed to approach the face and no face operation shall commence until the Contractor's authorised person in charge of the operation has given permission after blasting round.

As soon as practicable after blasting and without undue delay, the Contractor shall erect such support as may be necessary to safeguard the excavation and personnel.

The shot-firer must keep a record of the number of shots fired, their time of firing, type and weights of explosives used, and the type and number of detonators used, together with a record of the post-blast situation for each and every location. A copy of the record shall be available to the Employer's Representative at the end of every shift on which shots are fired.

7.3.3.2 Controlled Perimeter Blasting

Controlled perimeter blasting techniques shall be used to produce rock faces conforming to the required excavation lines, slopes, elevations and dimensions shown on the drawings with a minimum of disturbance to the rock at, or outside of, the excavation pay lines.

Drill holes for controlled perimeter blasting shall not be less than 42 millimetres in diameter and shall be a single row of closely spaced holes drilled to a maximum depth of one round length along the excavation paylines and a spacing of 0.4 to 0.6 m depending on the ground

condition. The spacing of the perimeter holes may be modified based on results obtained and in agreement with the Employer's Representative.

All blast holes within a distance of 5 meters normal to the excavation pay lines shall be less than 75 millimetres in diameter and shall be loaded in a manner and detonated in a sequence to ensure that a minimum of damage will result to the face when the main charge is fired.

7.3.3.3 Explosives

The Contractor shall use explosives only in circumstances where it is safe to do so having due regard to the safety of persons, third-party property and the safety of the Works. Explosives shall not be used without the agreement of the Employer's Representative.

The Contractor shall obtain all necessary licences and consents and shall provide secure storage facilities for all explosives and equipment in accordance with Indian or International Standards Code of practice for the safe use of explosives in the construction industry and the requirements of the local Authorities and the Employer's Representative.

Explosives shall be handled and used only by the Contractor's duly authorised personnel. The names and qualifications of such personnel shall be submitted to the Employer's Representative in writing in advance of any possible use of explosives.

At an early stage, in advance of the proposed use of explosives, the Contractor shall notify the Employer's Representative, third parties, statutory authorities and services which have an interest in or are likely to be affected by blasting operations, of the general nature of the operation. The Contractor shall subsequently give a minimum of 14 days' notice to the Employer's Representative and others described above of the proposed use of explosives. With this notification the Contractor shall submit to the Employer's Representative a detailed method statement on all aspects of the proposed use of explosives, including the treatment of misfires.

The Contractor shall comply with the following documents in respect of the use of explosives:

- Indian Explosives Act 1884
- Indian Explosive Rules 1983
- The Manufacture and Storage of Explosives Regulations 2005
- BS 5607:1998 Code of practice for the safe use of explosives in the construction industry
- Control of Explosives Regulations 1991
- Carriage of Explosives by Road. Road Traffic (Carriage of Explosives) Regulations 1996
- PD CLC/TR 50426:2004 Assessment of inadvertent initiation of bridge wire electro-explosive devices by radio- frequency radiation. Guide Quarries (Explosives) Regulations

1988, as far as it is relevant to tunnel works.

7.3.3.4 Blasting Vibrations

For structures in the proximity of blasting, the peak particle velocity shall be measured at the locations immediately adjacent to the structure nearest to the face being blasted or any other location where it is necessary to limit vibration.

Vibration monitoring proposals shall be submitted to the Employer's Representative for his agreement.

The measurement of peak particle velocity shall be obtained from instruments capable of measuring along three orthogonal axes, one of them shall be aligned parallel to the centre line of the excavation and another shall be vertical. The Contractor has to provide supports for the measuring instrument if so required by the manufacturer's instructions.

The measurements of the particle velocities shall be the responsibility of the Contractor. Copies of the readings in an agreed form shall be supplied to the Employer's Representative.

Prior to the commencement of blasting in any location, the Contractor shall demonstrate by the use of test firings, or by other means, that neither the peak particle velocities given in the particular Standards and Specifications will be exceeded.

The maximum allowable blasting vibrations shall be defined by the Contractor for every influenced structure with reference to the applicable Standards and Specifications for the relevant structure. The allowable blasting vibrations shall be approved by the Employer's Representative prior to any blasting operations.

7.3.4 Geological Mapping

Geological mapping shall be performed by the Contractor's qualified geologist to provide a documentation of rock and rock mass condition encountered during excavation. Additionally all exposed rock surfaces of the open and underground excavations shall be washed down by the Contractor for inspection and geological mapping by the Employer's Representative if he deems to do so. Exposed rock surfaces at the required excavation, pay lines shall be mapped after preparation but before shotcrete application. Tunnel and other underground faces shall be mapped just before the start of drilling. The Contractor shall allow in his construction procedure and schedule for the geological mapping of each tunnel face not less than 30 minutes.

The geological mapping shall include but not limited to the following information:

- excavation face
- tunnel meter
- geological unit

- intact rock:
 - rock type and lithology description
 - weathering and alteration degree
 - uniaxial and unconfined compressive strength (from point load tests)
- rock mass:
 - jointing degree
 - geometry, orientation (strike and dip) and properties of discontinuities
 - face condition (homogeneous or heterogeneous)
 - water inflow
 - over breaks (separated in geological and non-geological)
 - ground response
 - suspected pervious zone
- the GSI value and the corresponding excavation class
- groundwater appearance

The Contractor shall provide lights, ladders, platforms and free access and shall assist the Employer's Representative to carry out inspection and geological mapping. Tunnel Face shall properly be cleaned with the help of water/air jet.

In case of sudden and unexpected changes of the geological conditions the Employer's Representative shall be informed immediately by the Contractor.

7.3.5 Exploratory Drillings

Long exploratory drillings with full core recovery shall be carried out when deemed necessary and required by the Employer's Representative. Based on the geological mapping and the exploratory drillings the Employer's Representative may require rock mechanic laboratory tests.

7.4 Shaft Excavation

7.4.1 General

Prior to excavation, the shaft area shall be thoroughly checked for existing pipes, cables or structures and the appropriate measures taken in agreement with the Employer's Representative.

7.4.2 Safety

At all times shafts shall be provided with safe primary and secondary means of access and

egress.

Should heavy plant and heavy loads have to be located in close proximity to any shaft, the Contractor shall take into account the effects of these loads as well as any ground loads when designing the shaft.

The Contractor shall guard against distortion of shaft lining during construction and the possibility of shaft settlement or uplift at an intermediate stage of construction.

7.4.3 Temporary Shafts

Full details of temporary shafts required by the Contractor's working methods shall be submitted to the Employer's Representative for his agreement. Such shafts shall be adequately sized for all operations required for the execution of the Works.

Backfill for temporary working shafts shall comprise material agreed by the Employer's Representative.

Where the Contractor wishes to recover temporary shaft linings the structure shall be removed in safe stages as backfilling proceeds, taking care to maintain the safety and structural integrity of the remaining lining. No part of Temporary Works shall be left in the ground within 2 m of the designed final surface level.

7.4.4 Construction

Shaft sinking shall be carried out by a method suitable for all the particular circumstances of the site including ground parameters, groundwater, depth and final purpose.

Where work is done by underpinning, only that ground which may be safely excavated for the installation of one ring or one unit of support shall be carried out. Until that depth is properly secured by permanent or temporary shaft lining, no further excavation shall take place. In the case of pre-formed rings, securing shall include grouting.

Where work is done by a caisson operation, a cutting edge shall be fitted to the leading ring. The Contractor's details for bolting caisson rings shall avoid working at height where practicable.

The cutting edge shall be maintained at an even level all round during shaft sinking. Jacking arrangements or kentledge shall be adequate for the work. The Contractor's arrangements shall ensure the stability of any kentledge. A lubrication space shall be maintained completely filled with the lubricating material around the full shaft periphery during sinking. On completion of sinking the lubricating material shall be displaced with grout.

Concrete walls installed by slurry trench or secant piling techniques shall comply with best practice. The Contractor's proposals shall be submitted to the Employer's Representative for his agreement.

Where low-pressure compressed air is used to assist shaft construction, air decks and locks shall be designed by the Contractor to give adequate margins of safety against the air pressures to be used in the shaft. The Contractor's proposals shall be submitted to the Employer's Representative for his agreement.

Excavation in rock shall generally be carried out by methods outlined in Section 7. Where explosives are used, full-width shaft covers and blasting mats shall be installed during blasting. Blasting shall be carried out in compliance with Clause 7.3.3.

Full details of Temporary Works required by the Contractor's method of working for the construction of tunnel or pipe jack eyes in the shaft lining shall be submitted to the Employer's Representative for his agreement.

Shaft bases shall be concreted as shown on the drawings. In the case of Temporary Works shafts the Contractor shall submit his proposals for the shaft base structure taking account of ground and groundwater forces and sealing the shaft against water entry. Water pressure shall not be allowed to build up under shaft bases until the shaft has sufficient resistance to prevent flotation. The construction sequence shown on the drawings shall be followed unless agreed with the Employer's Representative.

Shafts shall be sunk to a maximum divergence of 1:300 from the design centre line at any depth.

7.5 Control Survey

The Contractor shall be entirely responsible for the accuracy of the control survey and the plotting and periodic checking thereafter. Location and positioning of all survey control stations, reference pillars, benchmarks etc. must be presented in coordinates and in a map (scale 1:1000) and approved by the Employer's Representative before the start of any works.

The Contractor shall install all necessary above ground survey stations and reference points well in advance of the commencement of excavation works so as to allow the Employer's Representative sufficient time to check the initial control survey and subsequent setting out for the alignment and levels of the respective tunnels.

Survey stations, centre lines, benchmarks and grade lines shall be clearly marked in paint on the tunnel walls, chainages at 10 metre intervals or as otherwise agreed by the Employer's Representative. The Contractor shall appoint and employ the necessary qualified and experienced staff to carry out the required survey and setting out. The Contractor shall provide all necessary instruments, equipment, record books, level books measuring devices etc. required for survey and setting out. The Employer's Representative shall have use of any of the survey equipment required for the checking of survey work and setting out throughout the period of the Contract. Chainmen and transport shall be provided by the Contractor for

checking purposes at the request of the Employer's Representative.

All additional work found to be necessary because of negligence in/or incorrect setting out, shall be carried out immediately by the Contractor as directed by the Employer's Representative at no additional costs.

7.6 Excavation Cross Section Check

7.6.1 General

Tunnels and shafts shall be constructed to the centre lines as defined herein and subsequently agreed on site with the Employer's Representative. Average deviation of the tunnel centreline from the design centreline, along a 100 m length of any tunnel section, shall not exceed 30 mm. If deviations in tunnels excavated exceed the specified tolerance, the Contractor shall be required to adapt his working methods so that the specified tolerances are achieved.

Immediately after excavation and before support installation the cross section of the actual round has to be checked to avoid unexcavated ground reaching into the excavation area as per excavation and support category. The check must be done with proper instrumentation, either with free positioned theodolite or with temporarily installed monitoring device for profile check.

When all ground material inside the excavation area is removed the support installation shall start earliest.

In case of partial excavation, the similar procedure shall be executed for each partial excavation area.

For checking the primary lining cross sections refer to 9.12.

7.6.2 Definitions

The theoretical excavation line means the line of excavation within no unexcavated ground material shall remain at any time. If due to additional displacements of the ground unexcavated material extends into the line of excavation, the Employer's Representative may order to excavate this material at no additional costs.

The practical excavation line shall compensate for radial displacements and construction tolerances according to the actual ground conditions and Support Categories and shall consider allowances for deformation and practical constructability. The values defined in the Bill of Quantities and on related drawings are paying item values. These documents are developed based on the theoretical line of excavation. The displacements must be predicted during detailed design and construction works. Practical excavation line may be adjusted by Contractor to suit actual deformations and excavation techniques used as experience is gained during excavation. Adjustments shall be approved by the Employer's Representative.

All additional quantities due to tolerances and displacements must be included in the item prices which are based on theoretical line of excavation.

In the following the basic geometrical conditions for the definition of line of excavation are given.

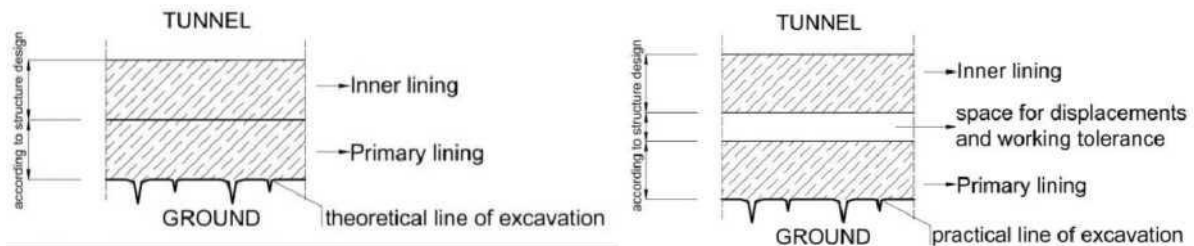


Figure 2 Schematic sketch of the geometrical condition for the definition of the line of excavation

7.7 Temporary Ventilation System

7.7.1 General

Pits, shaft tunnels and headings shall always be kept ventilated to maintain an atmosphere fit for respiration and free from oxygen deficiency, potentially explosive or noxious gases and dust, whether present naturally or otherwise. Ventilation shall also be used to maintain a safe working temperature.

Underground works shall be ventilated in accordance with all applicable regulations. Details of the proposed ventilation system shall be submitted to the Employer's Representative, for review, not less than 40 days prior to the start of commencement.

Where more than one pollutant is present any adverse interaction between them shall be identified and mitigated.

All diesel engines used in the underground works shall be provided with means, which shall be maintained in efficient order, of cooling exhaust gases and reducing the concentration of toxic gases to acceptable levels, filtering particulates and preventing emission of flames or sparks.

In underground workings and in confined spaces the air breathed by persons shall contain not less than 19% of oxygen by volume, and shall not contain concentration of gases, vapours or dust greater than is safe for the health or workmen, having regard to the effects of time, temperature, humidity and the combined effects contaminants.

Smoking is forbidden in tunnels, headings, pits or shafts and all confined spaces.

In rock excavation all drill holes shall be wet drilled unless otherwise specified in this Specification in compliance with special ground condition.

7.7.2 Ventilation

The Contractor shall agree ventilation proposals with the Employer's Representative. Agreement shall not relieve the Contractor of his obligations under the Contract.

Proposals shall include but not be limited to the types of fan employed, sitting arrangements where appropriate, the power supply and the fan performance data, together with duct characteristics.

In forcing systems, fans shall normally be placed on the surface. The inlet to any surface forcing fan shall have unobstructed access to fresh air. It shall not be in the vicinity of a storage site for oil, chemical or diesel drums. The fan shall also be sited so that it cannot draw in internal combustion engine fumes or gas from charging batteries.

Blasting fumes shall be discharged from the underground works into a filter system or diverted adequately to ensure that concentrations of noxious or other harmful gases or dust are kept to the minimum limit as stated in the applicable laws/ Standards or the limits specified in the contract of lower.

If booster fans are to be employed by in-line staging, they shall be of an approved flameproof (FLP) construction and a monitoring system shall be installed so that the status and condition of such fans can be monitored at all times.

Provision shall be made for the fan to be run continuously whether persons are within the underground works or not. After tunnel break-through the ventilating system shall be kept in operation in order to maintain the fresh air-volume requirements stated hereinafter.

If a ventilation system ceases to function for any reason and for a period exceeding 30 minutes, all work in areas being ventilated by that ventilation system shall immediately cease and all workers shall immediately leave the areas.

Where a fan has been stopped and restarted, the condition of the air shall be tested before personnel enter the tunnel. If only forcing surface-mounted fans are employed, the ventilation system should be restarted and run continuously ensuring that any plugs of oxygen-deficient, flammable or noxious mixtures of gas are flushed out. Care should be taken that workmen do not encounter any plugs of these gases on re-entry to the tunnel. The Contractor should consider that air residence time in long drivages can be several hours and that layered gases of different densities are difficult to disperse, especially where the gradient of the tunnel changes.

All equipment and ventilation duct shall always be maintained in sound working order. Any damage to ventilation duct shall be repaired within 12 hours of the damage.

The outlet of the duct shall be kept as close to the face as is practicable, designed to avoid turbulence and creation of dust and not more than 10 m away.

Where dust is being produced by the tunnelling system, exhaust ventilation shall be used to extract such dust from the working area.

Tunnelling shall not continue more than 10 m from the shaft or pit unless positive ventilation has been established.

The fresh air supply for underground works shall not be less than two cubic meters per minute at the face for each man underground and four cubic meters per minute per kW power for all diesel units operating underground. These fresh air volumes shall be cumulative, and the Contractor shall allow, in his design calculations, for the maximum number of persons and diesel powered equipment deployed in the Works at any one time. Any estimated losses, e.g. due to the leaks in the ducts, shall be considered. The fresh air supply shall also be adequate to produce a linear velocity of 0.3 meters per second throughout the underground works.

Testing devices shall be provided for measuring carbon monoxide, methane, oxides of nitrogen and aldehydes in underground works during the operation of internal combustion engines. Readings of carbon monoxide content shall be taken by the Contractor at least once during each shift. Readings of oxides of nitrogen content and of aldehydes content shall be taken frequently to ensure safety of the workers. A record of all taken readings shall be kept by the Contractor and submitted to the Employer's Representative daily.

Ventilation ducts shall be firmly fixed to the vaults in such position that a minimum clearance of 20 cm remains between the duct and the extremities of vehicular traffic employed in the Underground Works.

7.7.3 Monitoring

Atmospheric monitoring equipment shall be positioned at each working face and also within 20 m of the tunnel entrance when the tunnel has advanced 250 m or more. Monitors shall also be provided every 500 m along the tunnel. Monitoring equipment shall be capable of continuously monitoring the levels of potentially explosive gases, toxic gases and radioactive gases as appropriate and the oxygen content. The equipment shall give both visual and audible warning of the presence of potentially explosive, radioactive or toxic gases and where the oxygen content falls below safe working levels defined in Table 2. An immediate and effective means of communicating warnings to the surface shall be installed. The atmospheric monitoring system shall be a fixed system supplemented by portable monitoring equipment as necessary, except in small tunnels where the use of portable equipment only shall be permitted at the discretion of the Employer's Representative.

Table 6: Admissible maximum concentrations of pollution gasses in underground works

Pollution gas	Max. concentration
H ₂ S	10 ppm
S ₀ 2	2 ppm
CO	50 ppm
NO ₂	5 ppm
CO ₂	5000 ppm

Pollution gas	Max. concentration
CH ₄	1000 ppm
Silica dust	8 mg/m ³

Each working shaft and the full length of all tunnels shall be monitored continuously for the presence of explosive or noxious gases or lack of oxygen. Records shall be kept of monitoring results. If concentrations of noxious gases or other inflammable gases exceed the permissible limits stated in Table 2, BS 6164 or HSE guidance document EH40, or oxygen content below the level set out in BS 6164, all operations shall be interrupted immediately and personnel shall be removed to a safe area. All sources of ignition shall be extinguished or removed. All equipment with the exception of ventilation equipment shall be shut down.

When any explosive gas concentration of 1.25% is present, all persons other than those essential for safety shall be withdrawn from all parts of the tunnel. The use of explosives and locomotives shall be prohibited and all electrical equipment not intrinsically safe shall be disconnected. All persons shall be withdrawn when the explosive gas concentration exceeds 2.0%.

The required measures will be mutually determined and agreed to by the Employer's Representative and the Contractor. If required by the Employer's Representative, the Contractor shall consult the services of an independent consultant experienced in gaseous tunnelling. Re-entry and resuming of the Work shall be prohibited until the Employer's Representative has authorised re-entry.

If the ventilation system is for any reason not in operation for a period greater than 2 hours, a start-up procedure shall be invoked. This requires that the shaft and tunnel shall not be re-entered until one complete air change in the tunnel has taken place and the tunnel atmosphere is shown, by monitoring, to be safe.

Persons re-entering after shutdown must carry instruments to detect the presence of dangerous gases and the sufficiency of oxygen, and these must be used continuously during re-entry.

7.7.4 Checking & Inspection

During each shift, the following checks shall be made:

- The fan or fans shall be checked for heat, unusual noise and vibration. The results shall be reported, and remedial action shall be taken if required.
- The ventilation ducting shall be checked for damage and the joints checked for integrity. The results shall be reported, and remedial action shall be taken if required.
- The atmospheric monitoring system shall be checked at both local and remote stations and the results shall be recorded.

The air flow quantities shall be checked at both the face and 20 m from the shaft bottom on a weekly basis. These figures shall be recorded and compared with the calculated flows. Any shortfall shall be made good.

The ventilation records shall be maintained and be made available for inspection by the Employer’s Representative.

7.7.5 Control of Dust Silica and Noxious Gases

To reduce the amount of dust, only wet drilling will be allowed and during mucking, muck piles shall be kept constantly damp by sprinkling with water. The use of high-pressure water jets for this purpose is not permitted.

Air Samples for this purpose shall be taken within 10 days of commencing underground excavation, at 30 days intervals thereafter and within 20 days following major changes in tunnel excavation operation or whenever required by the Employer’s Representative. Samples shall be taken from actual working areas. The sampling and testing shall be performed by a qualified person or laboratory to be proposed by the Contractor and approved by the Employer’s Representative. A copy of the test results shall be submitted to the Employer’s Representative within 2 weeks of the sampling date.

In general, the concentration of fine dust (diameter less than 0.005 mm) may not exceed the value of 8.0 mg/cum of air and in relation to the silicon dioxide SiO₂ content in the rock this value is lowered in compliance with Table.

Table 7: Maximum admissible fine dust concentration with respect of SiO₂ content in the rock

per cent per weight	mg/m ³ air
1-15%	8.0
15-20%	6.0
20-30%	4.0
30-60%	2.0
60-80%	1.5
80-100%	1.3

The Contractor shall take necessary measures and install appropriate equipment in agreement with the Employer’s Representative if the concentration of fine dust exceeds the limits stated in Table 3.

Use of internal combustion engines, other than approved mobile diesel powered equipment will not be permitted in underground construction Sites.

7.8 Lighting

Floodlighting on the site surface shall be adequate for the safe operation of the site. It shall be shrouded where necessary to ensure the light is directed to areas within the site, and to avoid

nuisance.

Lighting in the tunnel shall extend the full length and not be less than that required for safe working and access. Lamps shall be located with an interval of 25 m.

An alternative source of power and emergency lighting system shall be provided to allow emergency securing operations and evacuation safely in the event of a primary power failure as specified in Clause 3.5.1. An adequate number of hand lamps shall be located at key points underground.

The Contractor shall also provide suitable movable lamps to illuminate any area in Underground Works including areas for instrumentation and where the Engineer may wish to carry out inspection and rock mechanics tests or instrumentation.

Lighting illumination by flame is strictly not permitted in the underground Works.

8 MONITORING

8.1 General

The Contractor shall submit to the Employer's Representative for agreement a detailed method statement for instrumentation and monitoring, including instrumentation layout, trigger, design and allowable values and the procedures for evaluating the monitored data.

The Contractor shall appoint within his site team an experienced Monitoring Employer's Representative who shall lead the Contractor's monitoring team. The Monitoring Employer's Representative shall present the results of the previous day's monitoring in the daily monitoring meeting as per 8.4 with the Employer's Representative where they shall be presented to the Employer's Representative by the Monitoring Employer's Representative.

The frequency of such review meeting may be increased if requested by the Employer's Representative.

The Contractor's Site Manager shall attend monitoring review meetings if requested by the Employer's Representative.

The accuracy and precision of the required measurement will depend on the purpose of the monitoring.

Assessments shall be carried out to establish the zone of influence due to tunnelling works and to determine the likely damage that will occur to existing above-ground and subsurface infrastructure.

The outcome of the assessments shall determine the type and amount of monitoring that will be required.

Instrumentation and monitoring for the tunnel and appurtenant structures shall be carried out with the following instruments but not limited to:

- theodolites and reflectors
- tape extensometer and convergence pins
- borehole extensometers (multiple point)
- strain gauges
- load cells
- radial pressure cells
- tangential pressure cells
- temperature gauges

All instrumentation operating on electrical, mechanical or hydraulic systems shall be

accompanied by individual test certificates and shall be tested in the presence of the Employer's Representative prior to installation, unless specifically stated otherwise.

The installation of instruments may interfere with the overall construction progress. The Contractor shall make provision for such interferences in his construction schedule. He will not be entitled to any compensation or extension of the Time for Completion by reason of any such delays, including repair and replacement of damaged instruments if the damage is due to construction procedure of Contractor.

No material shall be installed prior to the Employer's Representative's approval. However, approval by the Employer's Representative of the Contractor's proposals and drawings or data shall not relieve the Contractor from his sole responsibility to meet all the requirements.

8.2 Ground Movement Monitoring

Unless otherwise provided in the Contract, the Contractor shall monitor the effects of tunnel construction at the surface, including all ground movements and the effects on all structures, including the Works. Where specifically requested, the subsurface effects, including movements of the water table, shall also be monitored.

Monitoring shall be referenced to stable survey stations located outside the zone of influence of the Works and not subject to ground movement. Such benchmarks and coordinated stations shall be established and agreed with the Employer's Representative before any ground is excavated and before any ground treatment or dewatering takes place. They shall be checked at intervals during the duration of the Works.

The Contractor shall observe, record and analyse the readings to establish trends in movement and reconcile movements measured with those predicted. He shall provide a copy of all recorded results to the Employer's Representative. He shall make available results to the Employer's Representative in accordance with an agreed programme. However, movements greater than predicted shall be reported to the Employer's Representative immediately.

Prior to construction Works commencing, a defect survey shall be carried out of all structures within the zone of influence and a schedule of defects shall be prepared.

This schedule shall be agreed by the Contractor and the owner of the structure, or his representative, prior to the start of construction. Existing pipelines, tunnels and services shall be regarded as structures

During the execution of the Works, defects which have been scheduled shall be inspected and monitored as necessary. Defects which arise during the course of the Works shall be recorded. The Contractor shall keep records of such inspections and a copy shall be available to the Employer's Representative.

Monitoring of settlement, scheduled defects and defects arising during the course of the Works

shall continue at agreed intervals for a period of at least 6 months after completion.

8.3 Tunnel Excavation Monitoring

The Contractor shall survey, monitor and record tunnel and shaft construction as it proceeds to form a record of the Work. Monitoring shall generally be per unit of advance and include line, level, cross-sectional accuracy, shift advance and total advance.

Where grouting is carried out, the type, volume and pressure of grout shall be recorded.

All information recorded by the Contractor shall be provided to the Employer's Representative on a daily basis unless another interval has been agreed.

3-dimensional deformations of the tunnel lining shall be monitored by means of optical methods. The points to be observed are marked by targets or reflectors mounted on standard convergency bolts.

Where the Contractor considers that any corrective action, he may take will exceed the tolerances in the Contract, he shall so inform the Employer's Representative and obtains his agreement. Measurements shall be carried out with a free-stationed high precision electronic theodolite as laid down in Clause 8.9.2 with integrated coaxial EDM device. The flow of data shall be fully automatic. The software shall allow determination of displacements in an absolute coordinate system with an accuracy of $\text{min } \pm 1.0 \text{ mm}$.

The Contractor shall determine the elevation of tunnel crown or any other point as directed by the Employer's Representative during tunnel excavation to monitor vertical settlements and bottom heaves and to be able to interpret and figure the absolute amount of displacements together with convergency readings out. Pins or bolts shall comply with Clause 8.9.1. The method of performing the level measurements shall be such as to ensure an accuracy of $\pm 1 \text{ mm}$.

Necessary conclusions shall be drawn from the geotechnical measurements, from their magnitude, alterations and tendencies about stability of the primary lining and surrounding rock, performance of the initial support applied and utilization of the supporting elements.

The locations and spacing between geotechnical measurement sections depends on geological conditions, frequency of geological alterations, rock mechanical behaviour, length of tunnels, primary stress conditions and size of tunnels. The location of designed measurement sections shall be modified during tunnelling according to the local geological conditions and the experience gained during tunnel driving and as required and approved by the Employer's Representative.

The strata exposed in the tunnel face shall be mapped and recorded where possible, and the nature of the excavated material shall be noted in all cases. The Clause 7.3.4 applies accordingly. The Contractor shall keep copies of all recent face records at the workplace for the information of supervisory personnel.

All significant groundwater ingress shall be recorded and monitored.

All atmospheric testing shall be recorded and monitoring for all gases carried out in compliance with Clause 7.7.3.

8.4 Daily Review Meeting

The monitoring instrumentation shall be read on a regular basis - as per drawings and monitoring plan - and the results shall be made available for a daily review meeting (DRM) attended by the senior members of the Contractor's and the Employer's Representative's staff. Input into the meeting shall also include current geotechnical investigations, face logs and any recent non-conformance reports relating to the tunnel construction.

This DRM shall be held daily during the excavation of the tunnels at the site unless otherwise agreed by the Contractor and the Employer's Representative.

The minimum team attending the meeting shall include the following persons:

- Monitoring Contractor's Representative
- Monitoring Employer's Representative
- Contractor's Representative
- Employer's Representative

At the meeting, the Contractor shall present the current results of all monitoring equipment of the tunnels and adjacent structures respectively together with trends in these results and comparison with the deformations predicted by the calculations. Additionally, the Contractor shall present the installed support measures and results from the geological mapping including information as defined in Clause 7.3.4.

The purpose of the daily review meeting is to assess the behaviour of the ground in order to:

- confirm the design assumptions
- confirm that the construction methods are appropriate for the ground conditions
- provide early warning of potentially unpredicted behaviour
- determine the likely cause of adverse behaviour
- confirm the safety of the applied construction method

The outcome of the meeting shall be a report, the Required Excavation and Support Sheet (RESS) as per Clause 8.6, agreed by the Contractor and the Employer's Representative, which states that tunnelling may continue as proposed, or gives the requirements for modifications to the tunnelling (e.g. support measures, shorter advances, smaller headings etc.).

The Contractor shall keep minutes records of the monitoring meetings. The minutes of the

construction monitoring meetings shall be signed by the attendees. Monitoring results shall be attached to the minutes and recorded on site. All records from these meetings including face logging and monitoring results shall be kept and be available for inspection until the termination of the Contract.

8.5 Key Performance Indicators

A key performance indicator (KPI) system shall be developed for monitoring movements so that actions can be taken in a timely manner, thereby ensuring that damage to existing buildings and subsurface infrastructure is within calculated predictions.

The KPIs to be used to guide construction shall relate to specific monitoring activities as follows:

- in-tunnel convergence monitoring (SCL)
- ground movement monitoring
- monitoring of adjacent and overlying structures
- geological mapping

The KPI values specified in the design documentation shall be used to indicate whether there is cause for concern during tunnel construction or no. To ensure that the response is appropriate for any specific concern, certain procedures shall be implemented when a KPI is exceeded. These are summarised below.

- A full review of the lining performance shall be conducted for the relevant tunnel section and checked against the KPI values. This includes checks on the ground/soil conditions, the quality of construction and the monitoring results provided by the Contractor.
- A comprehensive review of the trends for monitoring data specific to the area of concern shall be carried out by the Contractor and the Employer's Representative.
- The Contractor shall assess the extent to which the deformations comply with the SCL serviceability and extreme limit conditions.
- Together with the Employer's Representative, the Contractor shall decide whether changes in the SCL excavation are required. This is an interactive process that will determine whether it is safe to proceed with construction or if there is reasonable cause for concern, the extent to which it is necessary to implement additional measures or emergency procedures. These measures will be included in a new RESS.
- The Contractor and Employer's Representative shall implement the Action Plan, the emergency response to implement contingency measures. If there is reasonable cause for concern, it is emphasised that the response must be rapid.

- The performance of the tunnel is kept under continuous review until the monitoring data indicate that KPI trends show a stable condition.

At least three trigger values shall be established: a green, amber and red limit. The green limit marks the boundary of normal behaviour. The amber marks the boundary of serviceability while the red trigger should be set below the ultimate capacity of the lining. The Contractor's Action Plan should include pre-planned contingency measures that can be taken if a trigger value is exceeded.

If a trigger value is reached, first the site team should check that the reading is correct and consistent with the readings from other instruments. If the trigger has really been breached, then contingency measures will be instigated, in accordance with a predefined Action Plan and as directed in the DRM. The contingency measures are designed to correct any anomalous behaviour.

8.6 Required Excavation and Support Sheet (RESS)

Based on the design and the evaluation of the results of monitoring, a RESS will be issued as the outcome of the Daily Review Meeting (DRM) as per Clause 8.4. In the absence of any approved changes, the RESS will reflect exactly what is shown on the relevant design drawings.

The RESS shall be prepared and endorsed by the Contractor's Site Manager, who is responsible for the tunnelling works, the designer and the Employer's Representative on site. Unless all the three signatures are obtained, the proposals indicated on the RESS shall not be implemented.

The RESS shall address, but not necessary be limited to, the following matters:

- the tunnel section (chainages) to which the RESS is applicable
- the support to be installed
- the excavation sequences
- the method of working related to ground support including staging of application of sprayed-concrete layers and lapping of reinforcement
- monitoring to be installed in the tunnel section in question
- measures to be taken during stoppage of works
- other instructions relevant to the tunnel section in question
- reference to relevant design drawings
- ground conditioning

A copy of the RESS will be given to the foreman in charge of the work in the tunnel and shall be kept at the working face.

A RESS is required for every advance per round of the tunnel excavation.

If, for any reason, the approved design method of working is changed, then this will be reviewed prior to the DRM and, subject to acceptance by the Employer's Representative, a new RESS will be issued.

8.7 Contingency Measures and Emergency Procedures

The Contractor shall determine contingency measures to deal with potential hazards that may affect the Works. The Contractor shall submit for approval to the Employer's Representative an Action Plan which shall detail the actions, procedures and contingency measures to be followed in the event that the monitoring system shows unacceptable levels of deformation/movement if potential hazards occur.

Hazards to be addressed include:

- changing ground conditions
- excessive movement of the linings
- excessive ground movement
- excessive settlement of the existing structures
- unplanned stoppages
- mechanical excavation plant failure
- insufficient labour resources
- failure of services to underground works (air, light, power, etc.)
- incidents within underground works
- delay in supply of sprayed concrete (SCL)

In underground construction works, changes tend to be progressive with evidence of structure or ground behaviour becoming apparent before failure occurs. For this situation a system of hierarchical trigger levels will be appropriate. This allows proportionate response to adverse indications from monitoring.

Trigger levels will be based on the results of assessments of at-risk infrastructure. If the assessment indicates that the at-risk infrastructure is unlikely to be able to tolerate the change due to the Works, then triggers will be set based on the levels of change that will be tolerable.

There may be some situations where change is less progressive, and monitoring may simply be required to give a yes/no response. In these cases, reporting is simple and systems of triggers are not appropriate.

8.8 Instrumentation

8.8.1 General

The supply of all labour, supervisors, plant, Contractor's Equipment and materials and the execution of all work necessary to supply, assemble, check, calibrate, drill, install, backfill, embed, test and protect instrumentation in the tunnel and appurtenant structures or elsewhere as specified on the drawings and as specified herein, shall be provided by the Contractor.

During the period of the Contract, the Contractor shall ensure that his construction operations do not interfere with, or damage any of the existing instrumentation, shown on the drawings, or the instrumentation to be installed by the Contractor and by others. The Contractor will be penalized, as specified herein if any of the existing instruments or instruments that have been installed by others or by the Contractor, are damaged by his construction equipment. In addition to the penalty, the Contractor, within the days required by the Employer's Representative, shall supply and install a replacement instrument adjacent to each instrument that was damaged by his construction equipment, at no additional cost to the Employer.

Not less than 120 days prior to the required installation date of each instrument, which is shown on the Contractor's work schedule, the Employer's Representative will either confirm that the instrument to be supplied is to conform to the requirements of the Specifications or he will issue information on the number, type, model number, manufacturer, supplier, location and other details of the instrument or instruments that are to be supplied and installed.

The Contractor's request for approval to supply and install alternative instruments shall provide sufficient information on each alternative instrument for the Employer's Representative to compare it with the specified instrument. The information shall be submitted to the Employer's Representative not less than 90 days prior to the first installation of that instrument.

Not less than 60 days prior to the start of instrument installation, the Contractor shall submit to the Employer's Representative a detailed description of all instrumentation, cabling and accessories including any ancillary measuring equipment, details of his checking, testing, calibrating, installing and monitoring procedures for each of the instruments.

Not less than 30 days prior to installation, each instrument shall be checked, tested and calibrated according to the instrument manufacturer's instructions and as specified herein to ensure that the instruments are in good working order and properly calibrated. A report on each such checking, testing and calibration of each instrument shall be submitted to the Employer's Representative not more than seven days after the checking, testing and calibration of that instrument.

Each instrument shall have a certificate from the manufacturer stating that the instrument was inspected before leaving the factory and presenting details of the instrument calibration. A copy of the certificate for each instrument shall be submitted to the Employer's Representative

not more than three days after the delivery of the instrument to the site.

A manual shall be provided with each type of instrument.

The Contractor shall supply all components, accessories and electrical leads for the instruments from the sensor to the observation house or station including materials, equipment and tools required to install, calibrate and protect the instruments as specified herein and as shown on the drawings.

All instruments and their accessories shall be new and have been successfully performed in similar projects.

Instruments shall be assembled, tested and calibrated by the manufacturer before delivery to the site. The instruments and accessories shall be stored at the site by the Contractor under the condition conforming to the manufacturer's requirements.

Instruments shall be handled, stored and installed with care to avoid damage. If during handling, storing and installation instruments are damaged, the Contractor shall replace and reinstall the instruments within 30 days as specified herein, as shown on the drawings or as required by the Employer's Representative and at no additional cost to the Employer.

All instruments and equipment used and required for the geotechnical measurements shall be made available to the Employer's Representative throughout the construction period.

8.8.2 Installation Comments

Instruments shall be installed as specified herein and in accordance with manufacturer's instructions at the locations and to the lines, slopes, dimensions and elevations shown on the drawings or directed by the Employer's Representative. No instrument shall be installed until the Employer's Representative has approved the testing and calibration. Instruments and instrument leads shall not be backfilled or embedded in concrete until the Employer's Representative has inspected the installation and has given his approval.

All work in connection with the calibration and installation of instrumentation shall only be done in the presence of the Employer's Representative. Calibrating, adjusting, assembling, installing and maintenance work in connection with the installation of instrumentation shall be undertaken by personnel who have been employed full time during the last five years installing geotechnical and other instruments on major civil works projects. Instrument installation shall be supervised by a graduated geotechnical Employer's Representative who has specialized in the installation and monitoring of instruments in soil, rock, fill, concrete and metals.

The instrumentation supervisor and all other Contractor's personnel working on instrument installation shall be subject to the approval of the Employer's Representative and shall be replaced for cause if required by the Employer's Representative. Unless otherwise required by the Employer's Representative, the calibration of each instrument shall be checked and, if

necessary, adjusted at the site and the instrument shall be installed by the Contractor, all in the presence of a representative of the manufacturer.

During construction of the Works, the Employer's Representative will survey the installed locations of instruments. The Employer's Representative will take an initial set of readings of all instruments immediately after the Contractor has completed their installation. The placement of concrete and backfill material over the instruments or instrument leads shall not be started until these readings have been taken. To ensure that the instruments are being installed as specified and to make a permanent record of the soil and rock properties, the Employer's Representative will take samples of soil and rock from drill holes and will perform in situ tests whenever he considers them necessary. The Contractor shall allow time in his construction schedule to enable such samples to be taken and such tests to be made.

All instruments and connections shall be protected from damage and displacement during the progress of the work. Instruments embedded in concrete shall be visibly and clearly marked. At all times, the Contractor shall ensure that adequate lighting is available, whether by natural or artificial means, to ensure proper execution of the work. No traffic or equipment other than placing and compacting equipment required for concrete placement shall be allowed to pass close to any instrument or connection installed in the concrete or rock until they are covered by at least 1.5 meters of concrete. Protection cages, markers and barricades shall be provided by the Contractor where required by the Employer's Representative.

Cables and tubes shall be installed in the maximum lengths practicable. Splicing and coupling shall be performed in accordance with the manufacturer's recommendations. Calibration readings shall be taken prior to and immediately after splicing. Open ends of all incomplete lines of tubing and casing shall be kept plugged or sealed and the Contractor shall at all times during installation keep the insides of casings and tubes free from foreign matter. Cables and tubes shall be protected from mechanical damage.

The instrumentation shall be put in operation at the earliest practicable period during construction in order to obtain information pertaining to the support design performance of the tunnel.

The Contractor shall protect all instruments and connections from damage and displacement during the progress of the Works. If damage or displacement of the instruments or connections occurs during the progress of the Works, they shall be repaired or replaced immediately by the Contractor and new baseline readings shall be taken before any further construction work proceeds.

The Contractor shall be fully responsible for the maintenance and repair of all instrumentation for the duration of the Contract period.

The geotechnical instrumentation and monitoring program may always be subject to

alterations and modifications if required by the actual geological or geotechnical conditions or the Employer's Representative.

8.8.3 Quality Assurance

The Contractor shall prove that the system of monitoring instruments and measurement devices are suited to the particular purpose and fulfil the requirements and specifications. All instruments shall be factory calibrated and shall have multiple zero reading features. The Contractor shall carry out an agreed program of functional tests.

Not more than 15 days after the installation of each instrument, the Contractor shall submit type and model of instrument, location coordinates and elevation, date and time of installation, weather, temperature, rainfall and wind conditions, construction activities in the vicinity during installation, drilling records, core log, groundwater observations, a description of any unusual observations during drilling, installation records, method, materials, any unusual observations during installation, a plan and sections to scale showing the structure in which the instrument has been installed, instrument location, the exact location of the leads, location of all connections in the leads, the materials used in its installation, colour photographs of the installation including close-ups of the instrument before embedment and adjustments made and testing data taken during installation.

The Contractor shall cooperate with the Employer's Representative to permit continuous observations and recording of the data to be obtained by the Employer's Representative from existing instruments previously installed and those installed by the Contractor and by others.

The Contractor shall allow in his construction planning for the instrument readings to be completed by the Employer's Representative within a reasonable time.

During the time that the instruments are being read no construction equipment shall be operated within 50 meters of the instrument.

The Contractor, after consultation with the Employer's Representative, shall program his work and make all necessary arrangements to allow the reading of instruments as soon as possible after their installation. Such arrangements shall include, where necessary, the provision of temporary read out points.

During construction, the Contractor shall read the instruments according to the data requirement of the ground behaviour as specified in this section or as directed by the Employer's Representative. The data collected from instrumentation should be immediately provided to the Employer's Representative for his use and he should have access to all the data records through the construction period.

During the service life of equipment, calibrations of readout units are required.

Calibrations of any embedded components provided with in-place calibration check features

shall also be required. Instrument calibrations shall be performed by qualified personnel responsible for data collection. The intervals for calibration shall follow the manufacturer’s recommendations or be carried out as requested by the Employer’s Representative.

Parts of the instrumentation which are not embedded in the rock, fill or other protective material, shall be adequately protected against mechanical (e.g. site vehicles) and environmental damage. Protective covers or housings shall be used to prevent damage of the instruments.

The installed measuring instrumentation as well as the required space for measuring must be kept free and accessible for the entire duration of construction works. Defective or damaged measuring devices shall be replaced at the earliest opportunity to enable the Contractor shall arrange and maintain all the equipment throughout the construction period which is required for the installation and the monitoring of the measuring sections.

8.8.4 Installation and Reading Frequency

Two measuring cross sections, main measuring sections and subsidiary measuring sections, are defined. The distance between measuring sections with respect to the support category shall be in accordance to Table.

Table 8: Distance between measuring sections

Support Category	Main measuring section	Subsidiary measuring section
3	60 m	15 m
4	25 m	7.5 m
5	20 m	5 m

The number of instruments as specified in 8.9 installed in each measuring section shall be in compliance with Table, with respect to the support category and type of measuring section.

Table 9: Instrumentation per measuring point with respect to the support category

Instrument	Main measuring section		Subsidiary measuring section	
	Support Category 3	Support Category 4-5	Support Category 3	Support Category 4-5
Reflectors	5	9	5	9
Extensometers	-	3	-	-
Anchor load cell	2	2	-	-
Tangential pressure cells	5	5		
Radial pressure cells	5	5		

The Employer’s Representative will take the initial readings on each instrument which will consist of not less than five separate readings at intervals of 15 minutes. The further reading frequency of each instrument shall be in accordance to Table unless otherwise specified herein or directed by the Employer’s Representative.

Table 10: General reading frequencies with respect to time after installation

Distance to excavation (top heading, bench or invert)	Reading frequency
0-50 m	every 24 hours
50-100 m	every 48 hours
100-250 m	once per week
More than 250 m	once per month

Reading intervals shall be agreed with the Employer's Representative and shall be dependent on the position of the excavation face, activities in the vicinity and actual deformation behaviour. However, the Contractor shall increase the reading frequency whenever directed by the Employer's Representative.

In the event of any change of trend or where other circumstances may be anticipated, for example influence due to the construction of other structures or nearby junctions, openings or intersections, the frequency of readings shall be increased.

Readings shall continue to be taken until the rate of change in the reading has diminished sufficiently to allow a lower frequency to be adopted with the confidence that the safety of the works is not in doubt and such that the amount of data retrieved allows trends with time to be clearly identified and evaluated. Decrease of any reading frequency shall be in agreement with the Employer's Representative. At any time, the Employer's Representative may require an increase of reading frequency. The readings of instruments shall not be ended without the approval of the Employer's Representative.

When the bench is approaching the instrumentation section, which was installed during top heading, the reading frequencies shall be increased again. When the parallel tunnel tube approaches the station of an instrumentation section installed in the first tunnel tube, readings shall be activated again and reading frequencies increased respectively.

At sections where increasing rates of deformation occur, readings shall be taken frequently (at least once per day) until the rate of deformation decreases with time.

Readings shall be taken by the same personnel. If the person needs to be replaced, a series of duplicate readings shall be carried out by the out-going person and the replacement.

The Contractor shall ensure that all activities carried out during the execution of the monitoring programme comply with his Health and Safety Management Plan.

8.8.5 Reading Information and Presentation

Measurement results shall be both tabulated and presented to the Employer's

Representation in graphical form. The graphical data submission shall be presented as follows:

- development of measuring results versus time related to the progress of the excavation headings

- development of measuring results versus distance of the measuring sections from the excavation face

The Contractor shall use a software package to allow a direct data flow from the optical displacement measurements and to be in compliance with the following Specifications:

- free stationing of the theodolite and calculation of standard deviation in all three coordinate directions
- automatic target identification and recognition of new zero readings
- calculation of 3D-coordinates and displacements of any desired point and its radial distance to the theoretical profile
- correction of errors based on physical effects
- transformation of coordinates after control measurements
- measurement results shall be tabulated and presented in graphs

When recording instrumentation readings, all site conditions that may affect the results shall be recorded including but not limited to the following:

- progress of excavation and other works
- time elapsed between particular construction activities
- taking of first readings
- temperature and humidity
- date and time of reading
- measuring instrument and / or read out unit reference

8.9 Requirements of Instruments

8.9.1 Bolts and Pins

Bolts or pins shall consist of ribbed bars protected against corrosion with a minimum length of 250 mm. Prior to installation of bolts and pins the type shall be approved by the Employer's Representative. The pins shall be securely attached to the exposed rock or shotcrete surface. After installation the convergency pins shall be protected by a protective cap.

In case of opto-electronical measurements the bolts shall be provided with a plastic cap with a predetermined breaking point serving as an adapter for the mounting of a reflector with marked centre point.

8.9.2 Theodolites and Reflectors for Convergence Measurement

Convergence measurement shall be performed in underground excavation works to determine the absolute horizontal and vertical displacements of measuring points placed around the

excavation perimeter.

The measuring points shall consist of plastic reflectors of an approved manufacturer by the Employer's Representative and mounted on a treaded bar grouted into predrilled holes.

The absolute position of the reflectors shall be measured in 3-dimensional space by opto-electronical theodolite equipped with coaxial electronic distance measuring facility and data logging. The equipment shall be such as to ensure an accuracy of 3 seconds for directions and an accuracy of ± 0.1 mm for distances.

The reflectors shall be installed directly behind the face within the heading and bench zones, as appropriate, immediately after the installation of supports. Installation frequencies and numbers of reflectors per measuring cross section shall be in compliance with Table 8, Table 9 and Table 10 or as directed by the Employer's Representative.

The reflectors shall be designed for high precision measurements with two axes of rotation and to be observable from both sides.

The reflectors may be replaced by a positive centred prism, if required, with the same standard as the reflector above and in agreement with the Employer's Representative.

The recorded data shall be available and submitted to the Employer's Representative on a daily basis and discussed as per Clause 8.4.

8.9.3 Tape Extensometers

Convergence measurements shall be supplemented by direct measurement of convergence using tape extensometer units. Arrays consisting of three bolts or pins shall be installed at a spacing of 100 m or as directed by the Employer's Representative. At each cross section a pin or bolt shall be installed in the crown of the tunnel with the two remaining pins or bolts to be installed in the side walls to enable convergence in three directions.

The tape extensometer unit shall comprise of a steel tape, fixed to the reference pins and tensioned with a constant force. An integrated dial gauge shall allow a sufficient accurate measurement.

8.9.4 Borehole Extensometers

Rod extensometers shall be installed in boreholes drilled in tunnel in upward, horizontal and downward directions.

The rods shall consist of fibre glass or stainless steel fitted with groutable anchors with grout tubes, packers, protective tubes and caps and shall be of the multipoint point type with not less than four down hole anchors installed at different elevations in the bore hole, a rod connected to each anchor and a reference head, where measurements are made. The furthest anchor may be 25 m from the excavation perimeter. So the Contractor shall allow and provide drilling

equipment for such a length and for the borehole diameter required for four anchors in one hole in compliance with the manufacturer's recommendations and requirements.

Reference heads shall be of the electric version fitted with displacement transducers to allow remote read out or the use of data loggers. Displacement transducers shall be of the vibrating wire or potentiometer type.

Multipoint extensometers may have a cumulated rod length of up to 50 m and shall comply with the following Specifications:

- Measuring range: 150 mm
- Accuracy: ± 0.01 mm
- Resolution: 0.1 %

8.9.5 Strain Gauges

8.9.5.1 General

Strain gauges shall be required to record the tensile and/or compressive strain in concrete and shotcrete linings and in steel ribs and shall be of the vibrating wire type.

Strain gauges shall be used to measure strain in the tunnel lining which will be used to monitor the performance of the lining in the long term.

Strain gauges to measure strain in steel ribs are used to monitor the performance of the steel rib support.

Strain gauges shall be supplied by an approved manufacturer by the Employer's

Representative and shall permit a remote readout and data storage using an appropriate data recorder.

8.9.5.2 Concrete Strain Gauges

Concrete strain gauges shall be of the embedment type and shall be orientated in the tangential and radial direction before the placing of the concrete for the final tunnel lining or the application of sprayed concrete for the primary lining.

Concrete strain gauges shall be installed in the final tunnel lining as directed by the Employer's Representative.

Concrete strain gauges shall comply with the following Specifications:

- Measuring range: 3000 micro strain, set mid-range
- Operating temperature: -50°C to 100°C

8.9.5.3 Steel Rib Strain Gauges

Strain gauges for steel ribs shall be of the surface mount type and shall be installed parallel to

the axis of the steel set and located on the centre line of the web of the steel set.

Strain gauges shall be installed on steel ribs as directed by the Employer's Representative.

Steel rib gauges shall comply with the following Specifications:

- Measuring range: 3000 micro strain, set mid-range
- Operating temperature: -50°C to 100°C
- Resolution: 1 micro strain
- Accuracy: ± 0.1 % F S

8.9.5.4 Load Cells for Rock Bolts and Rock Anchors

Load cells are required to measure and monitor loads within rock bolts and rock anchors. The capacities of the load cells shall be 300 and 600 kN and they shall be suitable for the specified rock bolts and rock anchors.

The cells shall be installed as directed by the Employer's Representative.

Load Cells shall comply with the following Specifications:

- Load capacity: 150% of FS
- Accuracy: ± 0.5 % FS
- Resolution: 0.1% of FS

8.9.5.5 Pressure Cells

Hydraulic pressure cells shall be used for measurement of stress distribution in tunnel lining and sprayed concrete. Hydraulic pressure cells shall consist of a flat jack, which is placed at the rock surface or in the sprayed concrete, so that increasing stress can act on the flat jack. The pressure cells shall be installed as directed by the Employer's Representative. The change of pressure shall be measured and the radial and tangential loads determined.

8.9.5.6 Temperature Gauges

Temperature gauges are required to monitor the temperatures in concrete structures as directed by the Employer's Representative. These gauges are in addition to those the Contractor may need to control the placement temperature of the concrete in compliance with Clause 10.1.4.

The temperature gauges shall comply with the following Specifications:

- Minimum range: -10°C to +80°C
- Accuracy: ± 0.2 °C

- Resolution: 0.1 °C

8.9.6 Cables

Special cables suitable for use in concrete shall be used and shall be subject to the approval of the Employer’s Representative.

All cabled instruments shall be supplied complete with the required length of cable. Splicing of cables on site shall be avoided wherever possible. No splicing of cables on site may be performed without the approval of the Employer’s Representative.

Switchboxes shall be mounted in recesses in concrete structures, in instrument housings or at temporary read out points. Switchboxes shall be weather- and dustproof and all metal parts shall be of stainless material.

8.9.7 Portable Readout Units

The Contractor shall supply sets of portable readout units suitable for readout of all sensors used in the work.

The readout unit shall be capable of storing of up to 2000 readings with sensor identification number, date and time of record.

The portable readout units shall comply with the Specifications defined in Table given below,

Table 11: Requirements on portable readout units

Parameter	Specification
Range	450 - 600 Hz
Resolution	0.01% FS
Accuracy	± 0.02% of Hz reading
Temperature measurement	-20° - 120°C
Temperature accuracy	± 1°C
Memory capacity	min 2000 readings

8.9.8 Instrument Housing

The Contractor shall construct instrument housings as required. Instrument housings shall be of steel cabinet construction with a painted mild steel lockable security door.

8.10 Probing Ahead

Where required the Contractor shall be responsible for probing ahead of the tunnel face in order to prove or investigate the ground.

The selection of plant for probing shall be agreed with the Employer’s Representative and shall take the probable nature of the ground ahead and its water-bearing capacity into account.

Probing shall be carried out in such way to allow modification of the excavation and support according to the encountered ground conditions. The number of probes, the diameter of drilling, their positions in the face and angles with respect to the tunnel drive shall be governed

by the actual ground conditions and the machinery in use. The maximum probed distance ahead of the face shall be governed by the ground conditions and the degree of uncertainty with distance.

The diameter of probe holes shall be not less than 38 mm.

The used flush shall be suitable for the type of ground conditions anticipated and the machinery in use.

An accurate and systematic record of probe hole positions (positions in the face and angles with respect to tunnel drives), drill penetration rate, drill parameters (percussion, torque, thrust), flush (colour, percentage return), drilling sounds (loud, quiet, intermittent), water strikes and interpretation of the nature of the ground ahead shall be noted at the time the holes are bored and a copy provided to the Employer's Representative.

Full facilities shall be provided for the Employer's Representative to inspect probing work in progress.

9 PRIMARY SUPPORT MEASURES

9.1 General

Generally, the primary support measures are installed immediately after the performed blasting round and a break of work prior to support construction is not permitted. The type and amount of tunnel support is directly related to the Rock Classification as established. The initial support associated with the established rock classification system is shown on the Employer's design drawings. The Contractor may design his own tunnel support. However, as a consequence of variations from the anticipated rock conditions the support systems as shown on the Contractor's design drawings for each Excavation Class may require modifications and adjustment during construction as directed by the Employer's Representative.

The Contractor shall ensure that support elements will be installed or applied in such a manner and sequence as to prevent disintegration and loosening of the rock mass surrounding the excavated tunnel.

Comprehensive records, containing all particulars of the tunnel support actually installed and its performance in the course of the works, shall be prepared and maintained by the Contractor and made available to the Employer's Representative on a daily basis. These records shall include type, quantity and location of installed support elements, the clearance profile after installation of support, deviations from the designed support systems, observations of excessive deformations, shotcrete cracking, etc. Observations of excessive deformations, shotcrete cracking, etc. shall be reported immediately to the Employer's Representative.

The Contractor shall keep a record of the chainage of each face position and shall keep this record updated as the face progresses. This record shall be available for consultation at any

time at a convenient location close to the relevant face.

The Contractor shall record the results of all tests performed on the rock bolts prior to, during and after their installation, and submit these documents to the Employer's Representative.

The records as defined above in this Technical Specification will be submitted daily to the Employer's Representative for review and approval.

The Contractor has to check the rock mass support measures by on-going visual inspection.

Surfaces of water sensitive rock mass shall be sealed immediately with adequate measures.

The Contractor shall apply shotcrete on rock masses which tend to local overbreak immediately.

Structural support consisting of wood is only permitted temporarily. It is not permitted to leave wooden support in the shotcrete or concrete layer.

Damaged rock mass support system due to re-profiling shall be reconstructed subsequently (see also 9.12).

The Contractor has to provide an adequate amount of rock mass support systems and required equipment on the site; hence no delays of excavation shall occur. Prior to the beginning of excavation, the required rock supports shall be provided by the Contractor on the site.

Blasting round lengths, time schedules, construction sequences, quantity and location of installed support elements shall be constructed as per drawings. Deviations from the designed support systems shall be reported immediately to the Employer's Representative and shall be approved.

The Contractor shall in case of emergency be obliged to undertake independently such support measures as he deems necessary without the prior consent of the Employer's Representative. In such cases the Contractor shall inform the Employer's Representative immediately.

Rock mass support is defined as follows:

- Primary support: is defined as the support which is installed systematically within the heading, bench and invert zone in order to ensure the short-term integrity of the underground excavation and safety of personnel during excavation. The installation of primary support is an essential element of the excavation cycle.
- Final lining: is defined as support which is installed subsequent to the primary and supplementary support and which does not form part of the normal excavation cycle. It serves as the permanent lining of the tunnel and shall be a cast in situ concrete lining, plain or reinforced according to structural requirements.
- The final lining may be installed in any section of the tunnel, with the Employer's

Representative's approval, at any time after convergence measurements show that movement in the rock in the immediate vicinity has stabilised.

9.2 Rock Bolts, Anchors

9.2.1 General

Unless otherwise defined herein, rock bolts shall comply with the following Indian Standards or their equivalent International Standards:

- IS: 1786 Specifications for high strength deformed-steel bars and wires for concrete reinforcement
- IS: 2062 Steel for general structural purposes

Rock bolts are untensioned steel bars threaded at one end and provided with a face plate, shim plates and a conical seated washer and nut or split or deformed steel tubes. Steel bars shall be grade 500 N/mm², deformed type 2 bars complying with BS 4449. Threaded parts of bars, nuts and seatings shall comply with the requirements of BS 4190. Face plates shall be of a dish shape in steel to the appropriate standard and shall have a hemispherical seating with centralised slot to suit dimensions of the rock dowels.

Where required, the bar and components shall have corrosion protection and the threaded end shall be sealed by an end cap.

Rock bolts shall be installed according to the length, direction, placement and number as per approved design drawings for each relevant Excavation Class unless otherwise determined by the Employer's Representative. Rock bolt length, direction, placement and number shall be adjusted to the Ground Type.

Comprehensive records about details of the installation of rock bolts during drivage, such as reference number, grout consistency, drilling depth, length, inclination and type of rock bolts, deviations from the theoretical position, type and time of grouting, time of tightening, special observations, details of tests carried out, geological ground condition, etc. shall be kept for each rock bolt and round by the Contractor and countersigned by the Employer's supervisory personnel. Copies of these records should be submitted to the Employer's Representative.

The trademark of rock bolts and anchors to be installed shall be approved by the Employer's Representative. A quality assessment is required, unless common anchor steel and anchor plates were used. The Contractor's construction execution shall comply with the manufacturer's specifications and recommendations regarding drilling, installing, testing and maintenance of rock bolts.

The characteristic bearing capacity of the anchor plate and the connection between the anchor and anchor plate shall be equal to the characteristic bearing capacity (P_{tk} according to BS EN

1537) of the anchor steel.

The diameter of the drillings and the drilling technique shall be adjusted to the anchor type and Ground Type. Holes for the installation of bolts shall be drilled straight and with an accuracy of $\pm 10^\circ$.

The drilling hole shall be flushed and cleaned with compressed air or water immediately prior to the installation of the bolt. The used technique shall be adjusted on the Ground Type (e.g. bore holes drilled in swelling ground no water flushing is permitted).

The water pressure during drilling may have an inadequate impact on the surrounding ground (e.g. decrease of mechanical strength properties) due to this the water pressure may be reduced or dry drilling may be conducted as directed by the Employer's Representative.

Unless instructed otherwise, rock bolts shall be installed and tensioned prior to the excavation of the next bench or round excavation. The tension force shall be determined by the Employer's Representative after completion of the initial testing program.

The Contractor shall provide torque wrenches of a type acceptable to Employer's Representative. All impact and torque wrenches shall be calibrated once every month.

The grouted hole shall be completely filled with grout. This shall be done by filling the drilled hole from the bottom of the hole and withdrawing the grout slowly, always maintaining the hose embedded in the grout. A regular surface shall be provided to seat the face plate by trimming rock surfaces or forming pads of quick-setting mortar. Where mortar pads are required, they shall be of adequate thickness and extend beyond the face plate by 25 mm all round at that thickness before being chamfered at 45° . Care shall be taken to ensure that the mortar does not interfere with the installed bolt.

9.2.2 Bearing Plates

Rock bolts shall have face plates which shall be of a dish shape in steel to the appropriate standard and shall have a hemispherical seating with centralised slot to suit the dimensions of the rock bolts.

Bearing plates shall be flat or dished steel plate of minimum dimensions of 150 x 150 x 10 mm conforming to IS: 2062, or as otherwise recommended by the manufacturer and approved by the Employer's Representative. Bevelled or hemispherical washers shall be used and nuts shall be heavy hexagonal type. For rock bolts that are permanently exposed, the bearing plates shall be coated before installation with an anti-corrosion protective coating compound. Any defects in the coating shall be adequately recoated after installation. The outer ends of the rock bolts, nuts and washers shall also be coated with anti-corrosion compound after installation and tensioning. The remaining portions of all rock bolts shall be clean and free of all deleterious materials.

Anchor plates, directed by the Employer's Representative to be checked, shall be held free until the check for the section is completed.

9.2.3 Grouted Bolts

9.2.3.1 Specifications

Grouted rock bolts (SN-bolts) shall consist of deformed reinforcing steel bars with a corrugated surface and one end shall be fitted with a suitable thread which is to receive an anchor plate and a fixing nut.

High quality cement shall be used for the grouting. The anchor shall reach 40 % of the characteristic bearing capacity (Ptk according to BS EN 1537) after 6 hours and 100 % of the characteristic bearing capacity after 12 hours.

Bolts shall have a minimum load capacity as defined in the design drawings. The load capacity shall also apply to the thread, nut, anchor plate and coupling, if any.

Washers and nuts shall allow the secure transfer from the anchor force to the anchor plate.

Where required, the bar and components shall have corrosion protection and the threaded end shall be sealed by an end cap.

9.2.3.2 Installation

Boreholes for all rock bolts shall be drilled to the depths as required by the lengths of rock bolts specified for the respective Excavation Class and at diameters which ensure best workability for grouting, coupling and installation. The minimum diameter of the boreholes shall be 10 mm larger than the diameter of the installed rock bolts/couplings. Holes shall be drilled to produce straight holes of the required length and with an accuracy of $\pm 10^\circ$.

The boreholes shall be cleaned out by flushing with compressed air or with clean water to remove all drill cuttings, sludge and debris prior to fixing the rock bolt. The amount of water-flushing shall be kept to an absolute minimum. The installation of rock bolts shall follow the drilling and preparation of the borehole within 3 hours.

Prior to the installation of the rock bolt, the entire borehole shall be filled with cement mortar by inserting the grout hose to the full depth of the hole and withdrawing as the grout is pumped in. The nozzle shall be kept buried in the grout as the pipe is withdrawn so that air is displaced as the hole is filled. The grouting shall start at the bottom of the hole. For grouting of vertical anchors, the consistence of the mortar shall be chosen that no mortar leakage from the hole is appearing.

The bolts are inserted in the drilling hole after filling with cement grout and therefore fully bonded with the surrounding rock. The outer end shall be fitted with a suitable thread to

receive an anchor plate, a washer and a fixing nut to allow the secure transfer of the anchor force to the anchor plate. The anchor plate is fixed on the bearing surface within 2 rounds behind the face or at least 6 hours with the anchor nut to achieve an approximate force of 20 kN. This force shall be applied by a calibrated torque wrench.

In case of confined working space and/or great length of rock bolts, coupling shall be permitted. The number of coupled parts shall be kept to a minimum. However, the load capacity of such coupled rock bolts shall not be less than that of a standard integral rock bolt. Special attention shall be paid to the grouting procedure in order to ensure full embedment of the bolt by grout.

9.2.4 Frictional Bolts

9.2.4.1 Specifications

Frictional bolts (e.g. Swellex or similar) are mechanically folded steel tubes with immediate bearing capacity after installation in the pre-drilled borehole as high water pressure (~300 bar) inflate the tube and adapt its shape to the irregularities of the borehole (split set bolt, expandable bolt or similar).

Steel anchor plates with a minimum size of 150x150 mm (thickness as required) allow the transfer of the anchor force at the anchor head to the shotcrete or rock surface. The frictional bolts shall have a minimum breaking load of 200 kN or higher as defined in the design drawings.

9.2.4.2 Installation

Boreholes for the rock bolts shall be drilled to the depths as required. The boreholes shall be cleaned of all drill cuttings, sludge and debris.

The installation of rock bolts shall be done not later than two hours after drilling of the borehole.

For inflation of bolts, equipment as recommended by the manufacturer of the bolts shall be used. After applying the water pressure, the water shall be drained into the excavation.

9.2.5 Self-Drilling Bolts

Self-drilling bolts are a combined system of a rock bolt with typical diameters larger than 32 mm outer diameter and a drill rod.

The system enables the installation of rock bolts in case of collapsing boreholes. Grouting of the bolt is conducted through the internal grouting canal.

The installation of self-drilling bolts shall be in accordance to the manufacturer's instructions and requirements.

9.2.6 Pre-stressed Anchors

Borehole drilling, grouting, installation, tensioning and testing procedures of pre-stressed ground anchors shall be in accordance with BS EN 1537.

Pre-stressed anchors shall be transported, stored and installed in compliance with the manufacturer's recommendations.

The boreholes shall be drilled in such way that the borehole is in the defined location given in the drawings within a tolerance of 75 mm and the bore hole axis is inclined within a tolerance of 2°. The maximum tolerance of the bore hole is 1/30 of the anchor length unless otherwise accepted by the Employer's Representative.

Aberration from the defined tolerances shall be submitted immediately to the Employer's Representative.

The drilling method shall be in agreement with the Employer's Representative.

The installation of buckled tendons due to transportation, storage etc. is not permitted. Boreholes shall be of sound condition prior to installation of tendons. Borehole drilling, installation of tendon and grouting shall generally be done in one working day.

Grouting pressure and volumes shall be recorded and made available to the Employer's Representative at any time for review.

The tensioning of the tendons shall commence minimal 7 days after grouting of the fixed anchor length unless otherwise specified by the Employer's Representative.

Pre-stressed anchors shall be tensioned to the specified level as per detailed design or as directed by the Employer's Representative. Pre-stressing equipment shall be calibrated not longer than 6 month prior to any pre-stressing of anchors. The protocol of calibration shall be available at the site.

Records of tensioning sequences of each anchor with information of identification of anchor, time, personal, achieved pre-stressing force and distance shall be kept at site and submitted to the Employer's Representative for review.

Testing of pre-stressed anchors shall be in compliance with Clause 9.11.1 and the requirements of the Employer's Representative. Number of anchors to be tested shall be in compliance with BS EN 1537 or as directed by the Employer's Representative.

9.2.7 Grout

Grout constituents shall comply with Clause 9.10.4 and Clause 10.1.3 of this Specification.

Cementitious grouting material shall be injected starting from the furthest point of the drilled hole so that the dowel is completely encased in grout. Grout shall not be used after a period

equivalent to its initial setting time. Where cement grout is used, a set of six cubes of cement grout shall be taken when each series of rock dowels is in progress. Sampling, preparation, curing and testing shall be in accordance with BS EN 196. Half the cubes shall be tested at 1 day and the remainder at 28 days. The average compressive strength determined from any group of cubes shall exceed the specified characteristic strength by:

- 1 N/mm² for cement grout tested at 1 day
- 3 N/mm² for cement grout tested at 28 days.

9.3 Shotcrete

Shotcrete shall be mixed, charged, applied, cured and tested according to given Specifications which are based on “Specification for tunnelling” by British Tunnelling Society. Additionally, to these Specifications and where these specifications do not cover any aspect the “Guideline for Sprayed Concrete”, Austrian Society for Concrete- and Construction Technology, 2005, Austria. enclosed in Addendum 2 shall be applied.

9.3.1 General

70 days prior to any shotcrete application the Contractor shall submit detailed description of shotcrete to the Employer’s Representative for review and approval such as:

- number and type of equipment used for mixing, batching and applying shotcrete
- Manufacturer's certificates detailing any proposed admixture, inter alia, accelerator admixture and the Contractor's proposals for the use of such admixtures
- mix design

The Contractor shall, 42 days prior to commencement of the actual work of spraying concrete or as otherwise approved, submit results of preconstruction tests of sprayed concrete with the actual materials, inclusive of admixtures, mixed in the proportions proposed for the Works for approval.

The Contractor shall make available testing, production and application records daily to the Employer’s Representative when concrete is applied. The application records shall contain information on when, where and how much sprayed concrete was applied in each operation.

The sprayed concrete shall comply with the BS EN 14487-1 Sprayed concrete, except as noted otherwise below.

The requirements listed below generally refer to high-quality temporary or permanent sprayed concrete.

This Specification is primarily for the use of wet-mix sprayed concrete but in certain circumstances dry-mix sprayed concrete may be suitable.

Sprayed concrete shall be applied by either the wet or dry process as appropriate to the circumstances. All aspects of the application of sprayed concrete shall be subject to the agreement of the Employer's Representative. Particular emphasis shall be placed on the provision of adequate ventilation.

The compressive strength of shotcrete in-situ (taken from the tunnel lining or from panels sprayed in the tunnel) shall develop progressively to a final strength according to the minimum requirements specified below. Uniaxial compressive strength tests shall be done in accordance with the provisions stipulated in Clause 9.11.3. The strength development due to suitability tests must exceed the specified in-situ strength by a factor of 1/0.85 (=1.18)

The sprayed concrete mix design shall, unless otherwise stated, comply with the characteristic strengths specified by the detailed design for early-age and long-term loading.

The 28-day-strength (cube) of shotcrete shall be minimum 30 N/mm². The strength development of shotcrete shall be such to meet 2 N/mm² after 9 hours, 5 N/mm² after 24 and 17.5 N/mm² after 7 days.

9.3.2 Mixing

The Contractor shall develop a sprayed concrete mix and a plan for its production and application. Constituent materials shall comply with those listed within this Section.

The mix for shotcrete shall be designed by laboratory tests and field trials as indicated in Clause 9.11.3 of this Specification to meet the requirements for strength development and final strength.

Batching and mixing shall be carried out by equipment capable of properly mixing materials in sufficient quantity to maintain the continuous application of sprayed concrete and to the accuracy defined in BS EN 14487-2.

All measuring equipment shall be maintained in a clean serviceable condition and shall be zeroed daily and calibrated once in a month.

If required according to the support category, additional fibres shall be at a stage in the mixing suitable for the sprayed concreting equipment. Fibres shall be added and mixed in a manner to avoid clumping and bending of fibres. Any fibre clumps in the mix shall be diverted and removed by means of a screen placed over the sprayed concrete hopper. Fibres shall be uniformly distributed throughout the mortar matrix without isolated concentrations.

9.3.2.1 Aggregates

Aggregates for sprayed concrete shall comply with BS EN 12620 and the Section 10.1.3.1 of this Specification.

The aggregates shall be clean, strong, durable, suitably graded and shall not contain

detrimental amounts of dust, mud, clay or organic impurities.

The aggregate shall be checked for chemical reactions, such as alkali-aggregate reaction, with latent hydraulic binders and admixtures, especially accelerators.

The grading and moisture content of the individual fractions of the aggregate shall be checked and recorded daily.

The total chloride content shall not exceed 0.35 %.

The coarse aggregates shall not contain a large quantity of long stone pieces

The maximum size of the aggregates shall not exceed 16 mm for the dry-mix process and 12 mm for the wet-mix process unless otherwise agreed with the Employer's Representative. The grading shall lie within the grading range in compliance with the Austrian Guideline on Sprayed Concrete given in Table below.

Table 12: Range of the grain size distribution for grain sizes 0/8 and 8/11

Maximum grain size [mm]	passing the screen in [m%]
11	95-100
8	85-95
4	65-75
2	45-55
1	30-40
0,5	18-25
0,25	8-12
0,063	2-6

Frozen aggregates shall not be used. Minimum temperature of the aggregates shall be 5° Celsius.

During rainy and cold weather periods the aggregates shall be stored under cover for at least 48 hours before being used, in order to reduce the water content.

9.3.2.2 Admixtures

Admixtures may be used in sprayed concrete. Admixtures shall be compatible with each other and the mix. Details of the mix design and technical data demonstrating compliance with BS EN 206-1 and BS 8500 shall be submitted to the Employer's Representative for approval.

Accelerating admixtures shall be compatible with the cement used. The compatibility shall be tested in the laboratory and in field trials to achieve the required properties for setting and strength development as specified in Clause 9.11.3 of this Specification.

Admixtures shall be free of chlorides such that the percentage of chlorides shall not exceed 0.1% by weight.

The required characteristic values and consistency of delivery to the site shall be agreed in writing with the manufacturer of each admixture before commencement of concrete spraying.

Storage conditions and usage of admixtures shall comply with the manufacturer's recommendations.

Written confirmation of the stability of admixtures with the mix water shall be provided prior to commencement of site trials.

The content of SO₃ shall not exceed 4.8% by weight of total binder content.

Only liquid alkali-free accelerators (pH value between 3.0 and 8.0 and having alkali content less than 1% by weight Na₂O equivalent) shall be used unless pre-bagged dry mix is used where powdered accelerator has already been mixed in. Only the minimum quantity of accelerator necessary shall be permitted in normal concrete spraying operations. At no stage in the strength development should the strength of the accelerated mix drop below 0.7 times the strength of the unaccelerated concrete mix. The dosage rate to be used is evaluated following the suitability tests carried out in compliance with the characteristic compressive strength requirements of Clause 9.11.3 of this Specification. Compliance with this Clause shall be demonstrated by site trials. Any addition to this dosage rate shall not exceed 1% of the cement content of the mix design by weight. The dosage rate may be reduced if required for down hand and vertical spraying positions. Automatically device shall be used to add the accelerating admixture. Actual dosage shall be decided by laboratory tests. At least one set of tests shall be performed each month.

Testing of accelerators and the base mix with respect to acceleration of setting, early strength and decrease of strength at a later age (28 days), shall take place in due time before commencement of concrete spraying.

Setting time of the Portland cement and accelerator shall be determined in accordance with BS EN 196-1 and 196-3. The results should be:

- initial set <3 min
- final set <10 min

Additives for the improvement of performance, workability etc. may be added with the approval of the Employer's Representative.

Additives intended to be used shall be included in the tests as described in Clause 9.11.3 of this Specification.

Accelerating admixtures shall be used to meet the requirements for setting and strength development of shotcrete applied in-situ.

Laboratory testing of the selected type(s) of accelerator shall be carried out at dosages as recommended by the manufacturer, to establish the variability of the above properties with dosage. Accelerators showing excessive variability with dosage will not be permitted.

Accelerators delivered to site shall be tested at least once every two months for their reaction with the Portland cement used, with particular reference to the setting behaviour and strength decrease after 28 days. The stability of accelerators during storage shall be visually inspected at similar intervals. Storage times and working temperature ranges shall be in accordance with the manufacturer's recommendations. The manufacturer's safety instructions shall be observed.

Plasticisers and retarders complying with BS EN 934-2 may be used to reduce the quantity of the mixing water and to improve the pumpability of the concrete. The effects and optimum dosages of plasticisers and retarders shall be determined by site trials.

The influence of the plasticisers and retarders within the concrete mix shall be checked regularly for setting time, water reduction and development of strength. These values shall be compared with the results from the pre-commencement trials.

Compatibility of plasticisers and retarders with Portland cements, latent hydraulic binders and accelerators shall be verified by observation and site trials.

Hydration control admixtures may be used to control the hydration of the mix as appropriate to expedite construction of the Works. The effects and optimum dosages of hydration control admixtures shall be determined by site trials.

Compatibility of hydration control admixtures with Portland cements, latent hydraulic binders and accelerators shall be verified by observation and site trials. Hydration control admixtures shall be used in accordance with the manufacturer's instructions.

Dosing of admixtures by hand shall not be permitted.

9.3.2.3 Cement & Additions

Portland cement shall conform to the requirements of BS EN 197-1 or National Standards and must be suitable for sprayed concrete application.

The cement content shall be designed to meet the strength requirements of shotcrete applied in the field.

As a minimum, Portland cement shall be CEM I, strength class 42.5; class N and R are both appropriate.

The Portland cement fineness shall not be less than 350 m²/kg and C3A content not less than 5%.

The minimum Portland cement content shall be 360 kg/m³.

The minimum total binder content shall be 400 kg/m³.

In order to determine a suitable dosage rate of accelerating admixtures, suitability tests shall be

carried out

Table 13: Maximum level of additions (in percentage of binder)

Cementitious Material	Maximum Addition
Silica fume (solids)	15% of Portland cement
Pulverised fuel ash	30% of Portland cement
GGBS	30% of Portland cement

Pulverised fuel ash and ground granulated blast furnace slag shall conform to BS EN 450-1 and BS EN 15167 respectively and may also be included in the mix provided.

Silica fume shall be in the form of water slurry and shall comply with BS EN 13263-1.

Silica fume (microsilica) shall comply with the following requirements:

- The content of SiO₂ by weight of dry mass shall be not less than 85%.
- The silica fume shall not contain more than 0.4% elemental silica (by weight of dry mass) or any deleterious materials such as quartz, rust and/or cellulose fibres.
- The specific surface area shall not be less than 15000 m²/kg.
- The carbon content shall not exceed 2% and the total alkali content as Na₂O equivalent shall not exceed 2%.
- SO₃ content (by weight of dry mass) shall be less than 2%.
- pH value shall be between 5.5 and 1.0.
- The viscosity shall be 20 seconds with a 4 mm viscosity cup in accordance with British Board of Agreement Certificate 85/1568 and the relative density shall be between 1.3 and 1.4.
- The activity index shall be at least 100% after 28 days.

Testing to establish compliance with items above shall be carried out on a monthly basis.

Silica fume shall be regularly agitated by circulation pumps prior to use.

The compatibility of silica fume and liquid admixtures shall be established by carrying out appropriate accelerated testing procedures agreed with the Employer's Representative.

The optimum content of silica fume shall be determined during site trials.

9.3.2.4 Water

Water shall comply with the Clause 10.1.3.5 in this Specification.

For the dry-mix shotcrete, the water content shall be controlled by the nozzle man to suit the conditions of the shotcreting surface and location of application. An indication that the

water/cement ratio is in the correct range will be, that the shotcrete will seem to have a slightly shining appearance immediately following application.

For the wet-mix shotcrete, field trials shall be carried out to determine and establish the suitable water/cement ratio.

Due to aggressive mountain water, admixtures shall be defined in agreement with Employer's Representative.

The water/cement ratio range for permanent sprayed concrete shall be not more than 0.40.

9.3.3 Application

9.3.3.1 General

Details of all equipment to be used shall be made available to the Employer's Representative prior to commencement of site trials. The sprayed concrete nozzle and ancillary equipment shall be of an adequate capacity for the volumes to be applied.

The equipment selected and approved by the Employer's Representative will be capable of maintaining the ratio of concrete and accelerator as selected from the trials and approved by the Employer's Representative. The actual ratio of accelerator to selected concrete shall be identified at the nozzle and take into account the filling efficiency of the equipment and the efficiency of the accelerator dosage equipment to overcome the air and concrete pressure at the nozzle while spraying at typical outputs and air flows.

Equipment shall be thoroughly cleaned at least once per shift. The spray nozzle shall be checked for wear and where necessary replaced. Transport pipes consisting of hoses and pipes shall be designed to convey the concrete efficiently and without leakage or blockage. The transport pipes shall have uniform diameter appropriate to the mix characteristics determined by site trials and be free of any dents or kinks between the sprayed concrete machine and the nozzle.

Working area for sprayed concreting shall be well illuminated and ventilated. Dust pollution shall be minimised by choice of appropriate equipment and by means of additional ventilation, water sprays and by maintaining equipment in good order.

Protective clothing and dust masks shall be provided for and used by all persons present during spraying.

The equipment shall allow for air and water in any combination to be available for preparation of surfaces and/or cleaning of finished work.

The Contractor shall enable the Employer's Representative access to the sprayed concrete Works at all times and shall allow the Employer's Representative access to inspect the excavated ground surface prior to spraying, if requested.

9.3.3.2 Proficiency of Nozzlemen

Nozzlemen shall hold relevant certificates of competence issued by the Contractor or written evidence of previous satisfactory work indicating compliance with EFNARC Nozzleman Certification Scheme, ACI 506R-03 (USA) or similar National Standards to the approval of the Employer's Representative. Each crew shall demonstrate acceptable proficiency in the application of sprayed concrete to trial areas before being employed on the Works to the agreement of the Employer's Representative.

Subject to the Employer's Representative's agreement, tests for proficiency may be combined with trial mix tests.

Tests for proficiency shall use the equipment selected for use in the Works where practicable.

9.3.3.3 Applying

Rock or previously applied shotcrete surfaces to be shotcreted shall be carefully cleaned of all loose material, scale and other contaminations. It may be necessary to use compressed air and a water jet.

Where groundwater flow could interfere with the application of sprayed concrete or cause reduction in the quality of sprayed concrete. The Contractor shall take all action necessary to control groundwater. Such action shall include the channelling of water by means of pipes and chases.

In order to prevent the build-up of water pressure behind fresh sprayed concrete, apparent water shall be drained through the concrete, either with appropriate drainage holes or by other approved methods, e.g. by installing a perforated drainpipe or drainage channel covered with filter fabric and extending as approved from the leakage area to the drainage system. Such drains must be secured to the rock surface.

Drainage holes shall be drilled in the sprayed concrete lining where the build-up of water pressure may occur, and where drainage was not installed prior to the placement of sprayed concrete. The diameter and spacing of such holes shall be as directed by the Employer's Representative.

The optimum distance between nozzle and surface of application is 1.0 to 1.3 meter. The nozzle shall be positioned at right angles to the surface of application. Two nozzles shall be used at least for regular tunnel heading.

The sprayed concrete shall emerge from the nozzle in a steady uninterrupted flow. Should the flow become intermittent for any cause, the nozzleman shall direct it away from the work until it becomes constant again.

For vertical and near-vertical surfaces application shall commence at the bottom and the

leading edge of the work shall be maintained at a slope. Downward spraying shall be avoided where possible. The nozzle may be inclined sufficiently to ensure reinforcement is properly embedded.

The projected shotcrete thickness d_s shall be equal to the summation of thicknesses of each shotcrete layer. The Contractor shall determine the thickness of the shotcrete layers. The maximum shotcrete layer thickness is 20 cm, thicker layers shall be constructed with subsequences. Subsequent layer(s) must not be applied before the previous layer has developed sufficient strength to support the additional layer(s). These additional layers shall be completed within a period not exceeding three days.

Steel ribs, roof ties, wire mesh and other reinforcement shall be embedded in shotcrete as shown on the tunnel design drawings. The minimum cover of wire mesh and re-bars applied at the inner side of a shotcrete lining shall be 4.0 cm. Voids behind reinforcement and steel ribs must be avoided.

The shotcrete lining shall be constructed in a way that all bolts and anchors are fully covered with shotcrete of the primary lining. The surface of the primary lining must be smooth enough for the application of the water proofing system according to the specification of the water proofing system.

If more than one layer of reinforcement is installed, the second layer shall not be positioned before the first one is embedded and covered completely with shotcrete.

No rebound shall be shotcreted to avoid structural weaknesses in the lining. Rebound shall be removed immediately after finishing of each shotcrete application. The rebound shall be removed, in particular at horizontal shotcrete connections due to separate excavation sequences and at all construction joints, if necessary by pneumatic hammers, prior to further application of shotcrete.

All joints in the sprayed concrete lining shall be as specified in the Design.

The surface to receive sprayed concrete shall be damp but shall not exhibit free water.

The temperature of the mix before placing shall not be below 5°C and shall not exceed 35°C unless special provisions are made. Spraying shall not be undertaken when ambient temperature is below 5°C unless special measures can be taken to provide protection against frost until the sprayed concrete has developed a compressive strength of at least 5 MPa.

The surface of the shotcrete lining can follow the rounded surface of the rock mass including corners and edges. The minimum thickness of the shotcrete lining as given in the design drawings must be reached in every point of the lining.

Cracks in the shotcrete induced by shear failure shall be removed and a clean connecting face shall be constructed prior to further shotcreting.

The base mix concrete may be used up to 2 hours after the addition of water to the cement provided that the sprayed concrete can be applied satisfactorily. Any unused material after this time shall be discarded. This period may be extended by the use of hydration control admixtures, subject to the approval of the Employer's Representative.

9.4 Reinforcement - Wire Mesh

9.4.1 General

The reinforcement for primary support measures shall be in compliance with Clause 10.4 of this Specification.

Cutting of reinforcement for better placing due to edges is permitted; hence additional reinforcement in these sections is required.

Welded wire mesh fabric shall be installed in surface excavations in conjunction with sprayed concrete, as shown on the drawings, or as directed by the Employer's Representative. Chain link fabric may be used for surface applications if previously approved by the Employer's Representative.

9.4.2 Specification

Welded wire mesh fabric shall conform to the requirements of IS: 4948 and shall have a mesh size of 150 x 150 x 6 mm as shown on the drawings, or as required by the Employer's Representative.

The diameter of additional steel bars shall be limited to 14 mm according to Austrian

Guideline "Sprayed Concrete". The characteristic yield strength of the welded wire mesh shall be 500 N/mm².

9.4.3 Installation

Welded wire fabrics shall be installed in such way so that it follows as close as possible the irregularities of the excavation surface or previous layers of shotcrete. It shall be firmly fixed to prevent vibration and change of position during spraying of shotcrete. The use of wooden pegs or pins for attaching the wire mesh to the rock surface shall not be permitted. Welded wire fabrics shall be installed in the longest practical length. The overlap for welded wire fabrics applied in the shotcrete lining shall be at least twice the pitch distance in circumferential direction. In longitudinal direction, the overlap shall be at least one pitch distance for the first layer of fabric and at least twice the pitch distance for the second layer of fabric.

A minimum concrete cover at the tunnel side of 4.0 cm of all wire mesh layers shall be provided.

9.5 Lattice Girder

9.5.1 General

Steel arches or lattice girders shall be installed to maintain the designed shape of the opening and if necessary, provide an immediate support at the working face over the length of the last excavation completed. The lattice girder mainly functions as reinforcement. If necessary, the installation of steel arches or lattice girders shall also prevent ground loss and shall improve load distribution.

For the application of support arches and lattice girders the following shall be taken into account:

- axial stress and bending moment in the steel arch ribs induced by the ground loads
- lateral stability and bracing of steel arches or lattice girders
- method of installing the steel arches or lattice girders
- method of blocking and spacing of blocking points
- bearing capacity of the ground at the toe of the arch ribs
- the stand-up time of the unsupported part of the excavation
- the groundwater regime and permeability of the ground

9.5.2 Specification

Lattice girders shall consist of three primary bars, connected by stiffening elements to the manufacturer's design or as shown on the drawings. They shall be designed so as to:

- facilitate sprayed concrete penetration into and behind the girder, thereby minimising the creation of projection shadows and/or voids
- provide good-quality bonding between the steel and sprayed concrete, to form a composite structure acting as a continuous reinforced concrete lining
- make allowance for the specified tolerances including convergence

Stiffening Elements: A minimum of 5% of the total moment of inertia shall be provided by the stiffening elements. This percentage is calculated as an average along the repeatable lengths of the lattice girder. To ensure stability against buckling, the maximum spacing between the stiffening elements shall be less than three times the cross-sectional height of the girder.

Dimensions and tolerances: The lattice girders shall be fabricated to meet minimum clearances and tolerances shown under consideration of accuracy of placement during construction, manufacturing tolerances and of lining deflection following installation. Prior to installation, each girder shall be inspected as specified below and all measurements taken shall be recorded along with any comments. Any changes in the inspection frequency must be authorised by the Employer's Representative following a review of previous inspection results.

Each girder inspection shall check the following criteria:

- That the girder is fully identified with the girder type and the unique traceability
- That the girder links and sinusoidals are in the correct positions and are adequately welded.
- That the reinforcement and plate types and sizes are as specified on the drawings.

When inspecting weld quality, the following criteria shall be used:

- The reinforcement shall be free from undercut in excess of 1 mm.
- The weld metal deposition shall be even and blend smoothly with the bars.
- The weld metal shall be free from cracks and porosity.

The chord length shall be checked by measuring the distance from the outer edge of the connection plate to the corresponding point on the connection plate at the other end of the girder. The measurement shall be taken to the nearest millimetre.

The chord height shall be checked by placing a tight cord across the centreline of the girder between the outer edges of the end plates then measuring the height from the chord to the inside edge of the lower main bar. The measurement shall be taken to the nearest millimetre. Where the girder consists of a double radius the chord lines shall be taken along the outer edge of the connection plates to the point at which the radius changes.

Lattice girders shall also comply with the following tolerances:

- The erected lattice girders shall not deviate from the design shape and position by more than -0 mm and +50 mm.
- Lattice girders shall be fabricated to include an allowance for 10 mm of convergence.

Fabrication: Each of the primary bars of the lattice girder segment shall be composed of only one piece of high-yield steel (minimum grade 500 N/mm² characteristic yielding strength). Secondary bars are either plain round profile or deformed high yield steel (minimum grade 500 N/mm² characteristic yielding strength).

The connection elements at the end of the girder segments shall be constructed of flat or angle steel to BS EN 10025:2004, grade S275JR. Connections between lattice girder segments shall be bolted as shown on the drawings. Welded connections between segments shall not be permitted. Nuts and bolts supplied are to be grade 8.8 or higher. The connections shall transfer the maximum tension load of the steel bars.

All welding shall be carried out in accordance with BS EN 1011-1:2009.

9.5.3 Installation

The single steel bar is situated at the outer side of the profile. The lattice girder is usually separated in five elements. Three elements form the top heading arch and two elements are placed as bench segments. The arch elements are connected with screwed head plates which are welded onto the main steel bars. The connection has to transfer the (tension) forces in the steel arch bars. The lattice girders have to be embedded entirely in shotcrete.

A minimum 50 mm thick sprayed concrete layer must be in place before the installation of the lattice girders. Under no circumstance lattice girders shall be installed under unsupported ground.

Lattice girder segments shall be secured by use of steel wedges, concrete spacers, mortar sacks and/or other appropriate means to maintain position during application of sprayed concrete. The means of support shall be subject to the approval of the Employer's Representative. No wood blocking shall be used.

Lattice girders shall be firmly fixed in their final position against the excavation prior to application of sprayed concrete. Lattice girders shall be sufficiently clear of the excavation and final internal profile of the structure to accommodate the required sprayed concrete cover.

Lattice girder segments shall have butt plates and the method of installation shall ensure tight connection of all elements.

Immediately prior to concreting, casting or spraying, the lattice girder shall be rendered clean and free from deleterious matter.

9.6 Steel Ribs

9.6.1 General

Steel ribs provide an immediate support of the excavation after installation and shall subsequently act as reinforcement and load distributing members for the shotcrete lining. Steel ribs are required as support for forepoling elements, which are installed in advance of the excavation. During the entire construction period, they will contribute as load bearing members within the shotcrete lining.

The steel ribs shall be manufactured to meet the geometrical requirements for the excavation geometries for each Excavation Class including the relevant tolerances.

Prior to the beginning of the work the complete fabrication details, installation procedures and layout, details of joints, rib connections, rib spacers, geometry etc. and certificates of compliance of the materials shall be submitted to the Employer's Representative for approval.

9.6.2 Specification

The fabrication and installation of structural steel support shall conform to the latest edition of the following Indian Standards or, where not covered by these Standards, to the equivalent

International Standards:

- IS: 800 Code of practice for general construction in steel
- IS: 816 Code of practice for use of metal arc welding for general construction in mild steel
- IS: 2062 Steel for general structural purposes

Rib splices shall be welded or connected with bolted plates. Splices shall not reduce the section moment of resistance. Where possible all connections shall be welded and all field connections shall be bolted.

Arches, base plates, ties and connections shall be formed from steel with the characteristic in accordance to reinforced concrete standards. Arches shall be rolled to suit the dimensional requirements of the Contract. Welding shall conform with BS EN 1011-1. Holes for ties, struts and any bolted connections shall be drilled. No burning will be allowed whether for temporary Works items or permanent elements.

Threaded tie rods and struts shall be of adequate length to suit arch centres and allow 25 mm projection each end beyond the nut.

Where arches are to be provided as part of the Contractor's obligation for support the Contractor shall provide dimensional details of the arches, calculations regarding imposed loads and design and such other information that the Employer's Representative may reasonably request.

Galvanised arches, where required, shall be treated in accordance with BS EN ISO 1461. All components, including the rods, fish plates, nuts and bolts, shall be galvanised.

9.6.3 Installation

The length of the single segments of the arch is defined by the contractor. Prior to installation the arches shall be clean and free from oil or other deleterious material.

The number of joints in the arch shall be varied to suit the Contractor's method of working subject to the Employer's Representative's agreement. Steel ribs shall be erected to the lines and levels as indicated on the approved detail design drawings. The exact excavation levels may however be determined by the Contractor to match best his equipment and construction method subject to the approval of the Employer's Representative. Hardwood foot blocks and wedges shall be used to bring the steel ribs to the required line and level. Any timber used in the installation and setting of the steel ribs shall not be permanently remaining in sections where shotcrete or concrete is to be applied. Tie bars shall be provided to connect the rib to the adjacent steel rib and fix it securely in place.

Steel arch ribs and full circle ribs shall be firmly fixed in their final positions against the excavation. Arch bases shall be provided with integral base plates of size to suit the bearing

capacity of the ground and shall bear on rock or concrete of adequate strength. If required, the base plates of the ribs shall be anchored to the rock by rock bolts. Arches and ribs shall be sufficiently clear of the excavation and the final internal profile of the structure to accommodate any required concrete cover.

Placing of the steel ribs shall be perpendicular to the tunnel axis. The bearing capacity of the steel ribs shall not be endangered by the joints of the steel segments.

Immediately after placing of the steel support, the ribs shall be interconnected and braced by means of steel tie rods in order to prevent any displacement and to maintain spacing. Immediately prior to concreting, casting or spraying, the arches, ties and struts shall be rendered clean and free from deleterious matter.

Steel ribs shall be embedded in shotcrete, in order to get contact between rock and steel rib by a solid shotcrete packing which shall have a minimum cover to steel of 40 mm. In the case of overbreak, the bulk of the void space may be filled with cast in place concrete or sprayed concrete, as approved. In the case of TH - profiles, the trough of the steel profiles shall be oriented towards the tunnel in order to enable load transfer and to avoid cavities behind the steel profile.

In sections with a ductile tunnel lining, the steel arches are cut in the area of the gaps in the shotcrete lining. To allow shortening of the steel ribs, they are connected with U-profiles, which allow lateral sliding. In these sections head plates are only used for the connection of the bench arch segments.

The Contractor shall survey and record the chainage of all steel ribs installed in order to facilitate any subsequent drilling operations.

Structural steel supports shall be maintained in position after installation. Any steel support installed improperly or damaged shall be adjusted, repaired or replaced by the Contractor without delay, as directed by the Employer's Representative.

9.7 Forepoling

9.7.1 General

To support the excavation roof (tunnel crown) forepoling elements are installed if required at the upper part of the tunnel excavation face. Forepoling shall be applied in rock and soil conditions which tend to produce overbreak, collapses or material inflows immediately following excavation. Forepoling shall be applied locally or systematically, as the circumstances require for the safety of the works and for preventing overbreak. The installation of forepoling always requires the erection of steel ribs. They shall be driven from the supporting frame in a slightly upwardly inclined direction at the crown of the heading and should penetrate at least half a set beyond the next excavation cycle.

Forepoling shall be applied as shown on the approved detail design drawings by the Contractor or as instructed by the Tunnel Designer's Representative and/or the Employer's Representative.

Forepoling shall be properly supported by the steel rib and the shotcrete above the steel rib. Therefore, the shotcreting of the gap between steel rib and the shotcreted sealed rock surface along the area of forepoling shall be completed after the installation of forepoling.

Spacing between consecutive forepoling pipes or bars around the crown of the excavation profile shall not exceed the maximum distance specified on the approved design drawings and shall be reduced if the actually prevailing geological conditions at the tunnel face require to do so.

Great care shall be taken to prevent the disturbance of face boards and supports in general during the forepoling cycle.

9.7.2 Spiles

Where spiling is employed to provide support for advancing the excavation, spiles shall be driven into the ground or placed in pre-drilled and grouted holes as specified on the drawings or by the Employer's Representative.

9.7.2.1 Specifications

Spiling is to be done with deformed reinforcing steel bars with a corrugated surface and a nominal diameter of 32 mm or tubes with similar steel cross section according to the design drawings. Deformed reinforcing steel bars shall be of a characteristic yield strength class of at min 500 N/mm²

The length of the spiles is as given on the drawings based on the support category or directed by the Employer's Representative. The embedded length of the steel pipes shall be minimum 1 m longer than the instructed round length of the subsequently excavation step.

Pre-drilled and self-drilled spiles shall be grouted. If grout is to be used for spile installation, it shall be commensurate with the ground conditions and angle of spile inclination. If grout is used, Specification and methods should comply with those given in Clause 9.10.4 and 10.1.3 respectively.

The accuracy of spile installation shall be better than $\pm 5^\circ$ away from the alignment specified.

The number, location, overlap and angle of spiles shall be commensurate with the ground conditions and methodology specified on the Contract drawings or by the Employer's Representative.

9.7.2.2 Installation

Spiling with deformed reinforcing steel bars: The spiles are inserted in drill holes with a larger

diameter which are filled with grout prior to spile installation. The spiles have a distance of approx. 30 cm. They are installed outside (onto) the steel arch and outside the excavation profile as close as possible to the theoretical line of excavation after the installation of the first layer of shotcrete. After their installation the area of the steel arch and the spiles have to be shotcreted before excavating the next round.

Spiling with steel pipes: Based on the weakness of the ground two methods of installation are commonly used. In rock the pipes are grouted in drill holes with a larger diameter. The grout is pumped into the drill hole through the steel pipe until it flows out from the annulus between rock mass and pipe. In weak ground pipes with a welded tip are pushed into a drill hole of a diameter slightly less than the outer diameter of the pipe. This leads to a tight contact and a fast interconnection of the pipes and the surrounding rock mass. The pipes are not grouted. Both types of spiles have a distance of approx. 30 cm. They are installed outside the excavation profile as described before.

Spiles shall be installed in such manner that a tensile bond is formed between the spile, the ground ahead of the proposed excavation and the sprayed concrete lining. Typically, this may involve grouting the spile into the hole for pre-drilled and self-drilling spiles or hammering the spile in.

Care shall be taken during installation of spiles to ensure minimum disturbance of the ground due to the installation process.

Probing shall be carried out in conjunction with spiling in order that fully embedded spiles are installed prior to the required location.

9.7.3 Pipe Umbrella

9.7.3.1 Specifications

Pipe umbrella shall be of steel pipes with a smooth surface and a diameter of 89 mm and a minimum wall thickness of 6.3 mm. The pipes shall have a length of 6 m with an overlap of minimum 2 m. The steel pipes shall have a solid steel shell (not punched). The characteristic yield strength of the pipes shall be 310 MPa.

9.7.3.2 Installation

The pipes are placed outside the excavation profile as close as possible to the theoretical line of excavation. The inclination of the pipes is approx. 5° and their distance is 30-50 cm according to the ground condition. The pipes are inserted in drill holes with a larger diameter and grouted subsequently to be fully bonded with the surrounding ground.

9.8 Driven steel lagging

9.8.1 General

Steel Lagging (sheet piles) shall be employed mainly in weak ground with low cohesion with the purpose of preventing a collapse of material during and immediately after excavation. The use of lagging will always require the erection of steel ribs.

9.8.2 Specifications

Steel lagging sheets with a thickness of 4 to 6 mm shall be used.

Lengths shall be in accordance with the round length of excavation and the support requirements beyond the face as defined by the drawings or directed by the Employer's Representative.

Voids and gaps behind the lagging sheets shall be either filled with shotcrete or by contact grouting with a suitable cement mortar.

9.8.3 Installation

Lagging sheets shall be driven at distances shown on the approved detail design drawings. They shall be driven in advance of excavation of the respective round to a depth extending a minimum length of 0.5 metres beyond the face of the subsequently round length into the ground.

9.9 Yielding Elements

9.9.1 Specification

Large deformations occurring during tunnel excavation in rock with unfavourable characteristics shall be managed with yielding elements.

The primary tunnel lining shall be divided into segments by means of longitudinal gaps. To make better use of the lining capacity, yielding elements (LSC - Lining Stress Controller or equivalent) consisting of multiple steel pipes in a concentric assembly with a total length of app. 510 mm are installed in the deformation gaps in the circumferential direction.

The yielding elements shall be used to achieve controlled ductility of the tunnel lining in order to prevent overstressing. To allow a smooth initial load development, special provisions have to be foreseen (predetermined breaking points at the ends of the load tube). In order to optimize the bearing capacity of the shotcrete lining, a multi-stage system may be used in agreement with the Employer's Representative, where the bearing capacity of the element unit is increased stepwise.

It shall be possible to adjust the bearing load of the yielding elements to the actual ground conditions (e.g. variation of steel cylinders of LSC).

9.9.2 Installation

Installation shall be done prior to any shotcreting. The elements shall be fixed to the wire mesh or to steel ribs. The elements shall be protected to ensure functionality after primary lining

installation prior to shotcreting.

The elements shall have proper contact to the shotcrete lining to transfer the lining forces.

9.10 Grouting

Grouting operation is defined as follows:

- contact or cavity grouting, at pressures up to 300 kPa, to fill voids between final concrete lining and primary sprayed concrete lining, or between the primary lining and rock
- consolidation grouting or strata grouting, at pressures up to 6 MPa, of the rock surrounding the excavated space, which shall commence after completion of contact grouting, where applied
- consolidation grouting or strata grouting in the heading zone, at pressures up to 6 MPa, in zones of sheared and disturbed material or of high water inflow
- final grouting of temporary drainage holes

9.10.1 General

The Contractor shall prepare a detailed grouting Specification to suit best the actual conditions encountered. This grouting specification shall be submitted to the Employer's Representative for approval unless otherwise agreed or directed by the Employer's Representative. The Tunnel Designer's Representative shall specify the maximum pressures to be used for grout injection at each location. The pressures specified are subject to approval by the Employer's Representative.

Records of all details of grouting works such as location, inclination, diameter of boreholes, drilling time, equipment used, results of water pressure tests, mix, quantity, pressure of grouting, development and special events during grouting operation etc. shall be kept by the Contractor, countersigned on site by the Employer's supervising personnel and submitted to the Employer's Representative.

Where necessary due to the nature of the ground conditions or where adverse water conditions are anticipated, the requirements for the use of special grouts shall be stated in the Contract.

Special grouts supplied by proprietary manufacturers may be used subject to agreement with the Employer's Representative.

Preconstruction grout trials shall be undertaken to demonstrate that the required setting times and strength gains will be achieved. Details of the trials and results shall be submitted to the Employer's Representative.

Quality control of grout mortar shall be in compliance with Clause 9.11.2 of this Specification.

As directed by the Employer's Representative, water pressure tests shall be carried out.

9.10.2 Drilling

Grout holes shall be drilled either with percussion type or rotary type drilling equipment, depending on Ground Type.

The diameter at the bottom of the grout holes shall not be less than 35 mm. For percussion drill holes the diameter of the drilling bit shall be at least 8 mm larger than the diameter of the couplings used for the drill rods.

Only water shall be used for flushing during drilling unless directed otherwise by the Employer's Representative. All holes shall be thoroughly cleaned immediately after drilling using water and/or air under pressure. After washing, downward holes shall be kept plugged until the commencement of grouting operation.

9.10.3 Mixing

All grout mixes shall be prepared using high speed, high shearing action mixers to produce a grout of uniform consistency.

General-purpose cement grout shall be mixed in accordance with the proportions given in Table 14. The water content shall be kept to the minimum required to ensure a smooth, fluid mix.

Table 14: Mix proportions for cement grout

Class	Proportion by mass		
	Cement	Sand	Pulverised Fuel Ash (PFA)
G1	1	-	-
G2	1	3	-
G3	1	10	-
G4	1	-	10
G5	1	-	4
G6	1	-	0,5

When, prior to pumping, mixed grout is to be stored for short periods, purpose made agitator tanks shall be used. Grout shall be used within 1 hour of mixing.

When clay or bentonite additives are used, separate mixing tanks shall be provided for mixing and agitation.

Grouts containing polymer additives shall only be mixed in a colloidal-type mixer.

Water meters shall be provided for accurate measurement of water used for mixing. Pressure gauges, safety valves, by-pass valves etc. shall be provided where required on mixers, agitators, pumps and injection hoses.

Special grouts from proprietary manufacturers shall be mixed and used in accordance with the manufacturers' instructions.

9.10.4 Materials

The following types of grout mixes may be used:

- neat cement grout, possibly with admixture
- cement-sand grout, possibly with admixture
- cement (with silica fume) grout with or without sand
- micro-cement grout
- chemical grouts (polyurethane or epoxy)

General the constituents of the grout (cement, water, sand and admixtures) shall comply with the requirements given in Clause 10.1.3 unless specified otherwise hereinafter.

9.10.4.1 Cement

Cement for grouting purposes shall in general be rapid Portland type in accordance to ENV 197. Micro-cement for grout shall be milled from pure Portland cement clinker and shall have a minimum blaine specific area of 900 m²/kg with 95% of all particles <10 and with a maximum particle size of 30.

9.10.4.2 Sand

If sand is required in the grout mix design, it shall comply to the following gradation (Table 15).

Table 15: Sand gradation used for grout mix

Sieve size in mm	Percentage passing by weight
2.00	100
1.00	90 - 100
0.50	50 - 80
0.25	18 - 48
0.125	7 - 25
0.063	0 - 3

9.10.4.3 Additives

Silica fume for grout shall be micro fine powder with an average particle size less than 0.5 um.

Pulverised fuel ash (PFA) shall not be used as a constituent of grouts which contain sulphate-resisting cement.

9.10.4.4 Admixtures

Only admixtures tested prior to the start of grouting work and approved by the Employer's Representative may be used. The approval and Manufacturer's certificates or guarantees will not be accepted as relieving the Contractor of his responsibility for the suitability of any admixture.

If admixtures or chemicals are proposed for use in grout, the Contractor shall transmit all

relevant manufactures certificates (including toxicity, health, safety and environmental certification) to the Employer's Representative for review prior to any grouting measures.

Details of accelerating and retarding agents for proposed inclusion within the grout mix shall be submitted to the Employer's Representative for agreement. Any such proposal shall be submitted in conjunction with a statement which outlines the Contractor's interpretation of ground behaviour during tunnel construction.

9.10.5 Grouting

All hoses and piping should be of a small diameter to ensure a high velocity flow without segregation.

Grouting operation shall be performed without major interruptions. In case of an interruption before completion of grouting (plant breakdown), the hole shall be washed with clean water.

Grouting in the tunnel shall be performed in a manner that pressures are equally distributed and do not overstress the initial tunnel lining.

In case of any grout communicating between holes, grouting shall be done simultaneously or holes where grout issues shall be plugged.

Grouting is completed, when the required pressure can be kept constant over a period of 10 minutes.

9.10.5.1 Cavity Grouting of In-situ Lining

The Contractor shall grout all cavities, voids and spaces remaining unfilled outside the in-situ concrete lining. Grouting of a section of lining will not be allowed until that section has achieved its design strength.

Procedures for cavity grouting of in-situ lining to tunnels and shafts constructed with a waterproof membrane shall be subject to agreement with the Employer's Representative.

Grout for cavity grouting shall be in compliance with this Specification, except where otherwise agreed by the Employer's Representative, who may direct that large voids be filled with other materials. The grout consistency shall be sufficiently fluid, but not more so, to ensure that the grout flows freely under low (<100 kN/m²) pressure into all parts of the space to be filled via grout pipes or grout holes provided for the purpose.

The injection points shall be provided and used for cavity grouting at an average of at least one per 2.5 linear metres of tunnel and more frequently in any areas of excessive overbreak. Vent pipes shall be provided extending to the highest points of cavities. The injection points for cavity grouting in arched roofs shall be located within 500 mm of the crown unless otherwise agreed by the Employer's Representative.

The Contractor's proposals for the installation of grout pipes shall be submitted to the

Employer's Representative for agreement. Grout pipes and grout holes for cavity grouting shall be at least 40 mm internal diameter.

Grouting shall be carried out by equipment similar to that used for segmental tunnel grouting. Grouting pressures shall be such as not to damage the Works or any other property.

Grout pipes shall not remain within 25 mm of a finished concrete internal surface, and when no longer required all injection holes in concrete linings shall be filled with dry pack mortar to within 25 mm of the finished concrete surface and finally made good.

Control grouting, to verify that voids have been completely filled with grout, shall be carried out where directed by the Employer's Representative.

9.10.5.2 Consolidation or strata grouting

Consolidation grouting of the rock shall be carried out in sections of the Tunnel structures as shown on the drawings or as directed. Additionally, consolidation grouting may be required during the excavation works, in order to consolidate the heading face or seal off inflow of groundwater.

Strata grouting shall start with neat cement grout. Depending on the grout consumption the water/cement ratio may be reduced subsequently. In case of large grout consumption, injections shall be continued with cement mortar grout. Final injections shall be done with neat cement grout again.

Grouting of a hole will be considered as complete when the rate of grout consumption at the maximum grouting pressure is less than an amount set by the Employer's Representative, or otherwise directed.

Upon completion of grouting, the packer shall remain in the hole and the pressure maintained until the grout has attained its initial set.

9.11 Testing

9.11.1 Rock Bolts

The required bearing capacity of rock bolts is to be ensured by pull out test procedures, in agreement with the Employer's Representative. The pull-out tests shall be conducted with a hydraulic press, in appearance of the Employer's Representative. The test results shall be recorded and forwarded to the Employer's Representative for review.

The equipment for pull out test procedures shall be provided and maintained by the Contractor during the whole construction phase.

9.11.1.1 Suitability Test

A detailed suitability test program elaborated by the Contractor set up on basis of BS EN 1537 shall be approved by the Employees Representative prior to all testing work. Deviations from

the European Standard shall be approved by the Employees Representative.

Suitability tests in different ground types and with all types of bolts shall be conducted prior to the commencement of tunnelling. The tests shall be performed in similar geological ground conditions as expected during tunnel excavation. The location of the bolts to be tested shall be selected by the Employees Representative.

A minimum of five bolts of each type shall be tested. Depending on the testing procedure and the test results the Employees Representative may require further bolts to be tested.

Adequate testing equipment shall be provided to record bolt elongation, movement of the bolts and tension forces.

The bolts shall be installed in the designed manner and the external anchor resistance (R_a according to BS EN 1537) shall be determined. The anchor shall be stressed to the external anchor resistance R_a or to the proof load P_p . The proof load P_p is defined to $0,8 P_{tk}$ (= characteristic bearing capacity according to BS EN 1537).

For each type of rock bolt information of type, testing equipment, location and installation records, applied testing loads and records of deformation shall be forwarded to the Employees Representative. For failed pull-out tests, the evaluation and interpretation of test results as specified in BS EN 1537 and proposed action shall be submitted to the Employees Representative.

Based on the suitability tests and considering the economical respects the Constructor shall define the rock bolt types in agreement with the Employees Representative.

With specific order of the Employer's Representative rock bolts with a smaller proof load P_p (according to BS EN 1537), due to smaller shaft friction may be installed. The characteristic anchor resistance R_{ak} of the rock bolt is therefore determined with the factor R_a (according to BS EN 1537) based on the suitability tests. Further quality testing is based on the characteristic anchor resistance R_{ak} .

9.11.1.2 Quality Tests During Tunnel Excavation

The Employees Representative will select 5 % of all rock bolts, which shall be tested.

The test quantity can be reduced to 3 % of all rock bolts, in case of on-going positive test results and in agreement with the Employees Representative. The

Employees Representative may order additional quality tests in case of a high failure rate of the rock bolts with no additional costs for the Employer. The quality tests shall be conducted in attendance of the Employees Representative and only with hydraulic presses. The test results shall be documented and forwarded to the Employees Representative for review.

The pre-stressing of rock bolts, chosen by the Employees Representative, shall be tested with

adequate torque wrench.

The bearing capacity of rock bolts shall be ensured by pull out tests. The testing stress is 80 % of the critical strength (= characteristic bearing capacity P_{tk} according to BS EN 1537) of the bolt system.

Bolts which fail the tests or which are pulled out shall be replaced. For each failure, the Employees Representative shall require further bolts to be tested in the vicinity.

9.11.2 Grout Mortar

Prior to acceptance tests of rock bolts, tests with available cements and sands shall be carried out to determine an appropriate mix design to achieve the specified strength and a proper workability in association with the grouting equipment used.

Additives may be used to improve workability. The influence of the additive on the strength development shall be followed by tests. The grout mortar shall be tested on cubes 5 x 5 x 5 cm. The cubes shall be cured in water. Five numbers of cubes shall be prepared for each compressive strength test. The resultant strength is the average evaluated from the three remaining values after elimination of the highest and the lowest value.

During construction, cube sample shall be taken weekly at each five bolts drivage from the grouting hose at the nozzle. Preparation and evaluation shall follow the procedure as described above.

9.11.3 Shotcrete

The testing procedure and quantity of tests shall be in accordance to “Guideline for Sprayed Concrete”, Austrian Society for Concrete- and Construction Technology, 2005, Austria.

An Employer’s Representative shall be on site at all times to check the consistency of materials and workmanship with the design intent, and to ensure that ground and groundwater conditions are in accordance with design assumptions. The Contractor shall establish a procedure to respond effectively to changes in ground and groundwater conditions from the design assumptions.

The Contractor shall establish and maintain the instrumentation and monitoring required by the design. The Contractor shall establish a procedure that will enable prompt and regular review and effective response to the results from the instrumentation and monitoring. The shotcrete lining designer shall be included in the monitoring review procedure.

9.11.3.1 Strength

The compressive strength of sprayed concrete after 28 days shall be in accordance with BS EN 206-1, with minimum concrete strength class C25/30. According to BS EN 13791 a reduction

factor of 0.85 can be applied for cores from in-situ concrete. The early-strength development shall conform to Table 16, unless otherwise specified in the detailed design.

Table 16: Sprayed concrete early strength development for a C25/30 mix,

Age	Uniaxial compressive strength (cube), MPa
1 h	0,5
3 h	1,0
9 h	2,0
12 h	2,5
24 h	5,0
28 d	30,0

The concrete shall not show any decrease in strength with time.

9.11.3.2 Field suitability tests - preconstruction tests

Prior to first application of shotcrete mixture in the tunnel the field suitability tests under construction conditions using concrete components intended for executing the construction job shall be performed and approved by the Employer's Representative. Field suitability tests determine the early and final strength of the intended shotcrete mixture. If the conditions or the mixture of the shotcrete vary to the tested ones, the field suitability test has to be repeated.

The equipment proposed for the application of concrete in the Works shall be used for the trial. The trial will establish whether the selected equipment is capable of efficiently mixing concrete, accelerator and air at the nozzle, and is capable of positioning the nozzle at a suitable distance and orientation to the surface geometry of the structure to which the concrete is to be applied.

For each mix design a trial mix shall be sprayed into test panels (3 Nos. per trial mix). Different dosages of the accelerating admixture shall be tested following the recommendation of the accelerator manufacturer.

If a particular quality of finish is required other than as sprayed, the trials will evaluate the methods and tools to be used to achieve the required finish and the Employer's Representative will approve the method and quality of finish achieved.

The compressive strength development up to 1.2 N/mm² shall be determined indirectly by the Penetrometer using a plunger of 3 mm diameter.

The compressive strength development in the range between 2 and 16 N/mm² shall be determined using the bolt-driving method.

The compressive strength above 10 N/mm² shall be determined by crushing of cylindrical shotcrete specimens. After spraying, the test panels shall be covered and not be moved for 18 hours after spraying. Cores for strength testing shall be obtained from the panels between 18 hours and 1 day. The cores for determination of final strength shall be stored in water until 3 days before testing. The specimens shall have a diameter of 100 mm and be cut to a height of

100 mm. The average value of five test results shall exceed the strength specified in Clause 9.3.1 by 5 N/mm².

If required by the Employer's Representative, the trial shall include the construction of the proposed joints including layer joints and advance joints.

Should any mix fail to produce satisfactory sprayed concrete, the Contractor shall repeat the construction of test panels and test the same mix, plant and labour or make such adjustments as he considers as necessary.

9.11.3.3 Quality Control Tests

The performance requirements shall be set by the Designer.

The strength class of the shotcrete shall be ensured by the quality tests. If the strength class of the tested shotcrete is smaller than the required one, adequate measures shall be performed to secure the shotcrete strength. The Employer's Representative shall, in the event of repeated failure in Quality Control, require the Contractor to adjust the mix to achieve the required strength. A new quality test shall be performed if differences in the mixture of the shotcrete will be taken.

In sections where the strength class can't be ensured, the thickness of the shotcrete layer may be increased, by order from the Employer's Representative, based on following equation:

F is the required compression strength in N/mm², M is the measured compression strength in N/mm², d is the required theoretical shotcrete thickness in cm and d1 is the additional required shotcrete thickness in cm.

The Contractor shall keep a record, in a form to be agreed with the Employer's Representative, of all tests on sprayed concrete, which shall be kept on site identifying the tests with the section of work to which they relate.

The testing procedure and quantity of tests is according to the Austrian Guideline "Sprayed Concrete". A summarize is given by following clauses.

Site-specific calibration is required for the strength tests of young sprayed concrete as per BS EN 14488-2.

Every 500 m³ of shotcrete delivered to the site, the early strength of shotcrete up to 30 minutes and at 1 day shall be tested. The test results shall comply with the requirements for early strength given in Clause 9.3.

Every 500 m³ of shotcrete delivered to the site, the in-situ final strength of shotcrete shall be tested. The specimens shall be prepared by means of core drilling at random places from the tunnel lining after 1 to 3 days but as close as possible to 24 hours after placing. The specimens shall have a diameter of 100 mm and be cut to a height of 100 mm and water stored until 3 days

before testing. The average 28 days strength of five cores shall exceed the strength specified in Clause 9.3

Where the nominal required sprayed concrete thickness is less than 100 mm, the cores for the compressive strength testing shall be taken from areas where the actual thickness is greater than 100 mm. Alternatively additional sprayed concrete thicknesses shall be applied in selected areas agreed by the Employer's Representative for subsequent coring of test specimens.

All required drillings for the testing procedure shall be filled with concrete subsequent.

9.11.3.4 Measures on Strength Failures

Failure of 1-day compressive strength tests:

- 1) Inform the Tunnel Designer's Representative and the Employer's Representative,
- 2) Immediate examination of tunnel lining in suspect area,
- 3) Immediate examination of elements concerned in making, transporting and placing of shotcrete,
- 4) Assess the results of the geotechnical monitoring program to determine any correlation between non-conformance and tunnel deformation behaviour,
- 5) Prepare to take further tests at three days, 6) Take further compression tests as soon as possible,
- 7) The Contractor may propose measures for strengthening of the area for approval of the Employer's Representative

Failure of final strength:

- 1) Inform the Tunnel Designer's Representative and the Employer's Representative,
- 2) Further cores shall be taken from the tunnel lining in the vicinity of the failed specimen to establish the area of non-conformance,
- 3) Assess the results of the geotechnical monitoring program to determine any correlation between non-conformance and tunnel deformation behaviour,
- 4) The Contractor shall propose measures - if any - for strengthening of the area for the approval of the Employer's Representative

9.11.3.5 Thickness of Shotcrete

Measures to establish the total thickness of shotcrete shall be set up by the Contractor and approved by the Employer's Representative. These may include visual guides installed prior to shotcreting or holes drilled after completion of shotcreting.

All required drillings for the testing procedure shall be filled with concrete subsequently.

The thickness of shotcrete is defined as a minimum thickness, consequently the shotcrete shall not be less than nominal design thickness at any place. 5 independent tests shall be done per every 500 m³ of applied shotcrete per construction element (e.g. tunnel lining, shaft lining, slope support...).

9.12 Cross Section Check of Primary Lining

9.12.1 Tolerances

No reduction of the theoretical thickness of the inner concrete lining is permitted unless it is approved by the Employer's Representative. To achieve this requirement, no support elements such as shotcrete, anchor heads, steel ribs etc. may protrude into the theoretical inner concrete lining, as shown on the drawings.

The primary lining must be constructed outside the inner lining and inside the overbreak-line at any point.

In the area of the invert and the foundation beams no rock parts or rock peaks may protrude into the theoretical excavation line.

For tunnel sections with no concreted invert arch the Contractor shall excavate the bottom level of the invert with an accuracy of +0 to -100 mm related to the theoretical excavation line of the invert.

If the bottom excavation level, after the clearing of all detritus material, is more than 100 mm below the designed theoretical excavation line, the Contractor shall backfill such areas up to the designed, theoretical level by means of sub-base material or as directed and approved by the Employer's Representative.

For tunnel sections with a concrete invert arch no reduction of the designed, theoretical thickness of the concrete structure is permitted. Over excavation must be compensated with structural concrete for the invert arch as specified or as directed by the Employer's Representative. The inside face of the invert arch may deviate not more than +/- 50 mm in elevation from the theoretical cross section.

9.12.2 Profile Control

The final geometry of the primary lining shall be checked solely and systematically by the Contractor in order to accommodate the designed nominal thickness of the inner concrete lining. After incremental displacements are smaller than the permitted displacement velocity and prior to the water sealing construction, the Contractor shall measure the excavated profile by electronic means, or another method approved by the Employer's Representative.

Provision is made for the final concrete lining to be cast using a rail mounted shutter running

on footing beams constructed to the designed longitudinal alignment levels and cross falls at each side of the tunnel.

It is the Contractor's responsibility to ensure that the minimum clearance for the final lining, as shown on the drawings, is provided. In order to establish deviations from the theoretical profile the Contractor shall provide a gantry furnished with a template set to show the minimum profile required to give the nominal thickness of the final concrete lining. The gantry shall be designed to move along the rail tracks to be used for the movement of the tunnel shutter and is to provide access for the marking out of the areas of the initial lining which protrude into the minimum clearance zone.

The Contractor shall submit full details of the design of the gantry with its template for the approval of the Employer's Representative. On approval the Employer's

Representative will issue instructions with regard to the systematic checking of the geometry of the template during profiling operations.

The Contractor may prefer to use advance surveying techniques and data processing to establish the final clearance profile. The Contractor shall define a method of marling out areas of deviation from the theoretical profile to be approved by the Employer's Representative.

The clearance checking of the primary lining shall not commence until the rate of convergence at any of the adjacent monitoring stations is more than 2 mm per month.

Any deviations from the theoretical clearance profile shall be made good, either by providing extra shotcrete or inner lining concrete in the case of excess clearance, or by re-profiling any parts of the tunnel support protruding into the clearance profile. Contractor is responsible for these Works without any extra payments. The remedial Works shall be in agreement with the Employer's Representative. No re-profiling shall be carried out without approval by the Employer's Representative. If the thickness of the re-profiling layer is more than 1/3 of the primary lining thickness or if an area is larger than 5 m² detailed procedures including structural stability proof shall be elaborated and shall be reported in a written document to the Employer's Representative prior to commencement for approval. The Structural safety of the tunnel shall not be endangered due to re-profiling and is secured by geotechnical measurements prior, in between and afterwards. Measurement equipment in the re-profiling area shall be replaced in adequate vicinity.

Records shall be kept for each stage the remedial measures executed.

The final clearance profile shall be recorded at intervals in longitudinal direction and points along the periphery of the tunnel as proposed by the Contractor in agreement with the Employer's Representative.

The final checking of the clearance profile after completion of re-profiling and surface shall be

done in presence of the Employer's Representative.

10 CONCRETE WORK

10.1 Concrete

Concrete shall be mixed, charged, applied, cured and tested according to given Specifications which are based on “Specification for tunnelling” by BTS and the Indian Standards. For the tunnel inner lining and where these Specifications do not cover all aspect, “Guideline for Inner Shell Concrete”, Austrian Society for Concrete- and Construction Technology, 2006, Austria shall be applied.

10.1.1 General

All structural elements must be designed for fire load if required according to the above-mentioned standards and guidelines.

The final lining cross section geometry shall be checked, and the tolerances shall be in accordance with these Specifications.

If squeezing ground conditions are observed during primary lining construction, stress gauges and pressure cells shall be installed in the final lining to monitor the actual stress-strain condition of the final lining. Minimum three stress gauges and pressure cells shall be installed in cross sections where squeezing ground conditions are encountered or as directed by the Employer’s Representative. Records shall be kept available at site and submitted to the Employer’s Representative for review.

Concrete and concrete constituents and all materials and operations relating to concrete shall meet the requirements of the Indian Standards Code of Practice for Plain and Reinforced Concrete IS 456 unless otherwise specified herein and as required by the Employer’s Representative.

Where concrete is to be placed in aggressive ground, appropriate ground investigation shall be undertaken to identify the nature of the chemical composition of groundwater and ground.

The grade and properties of the concrete used in each part of the work shall be as stated on the drawings or in the Specification.

No material shall be added to ready-mixed concrete at the site unless approved by the Employer’s Representative. Full responsibility shall be taken for ensuring that any materials added to ready-mixed concrete on site not causes the concrete to fail the quality control testing requirements of this Specification. Items made from such concrete which fail the quality control testing shall be rectified.

Concrete is not permitted to contact to aluminium during mixing, conveying and placing.

10.1.2 Concrete Requirements

Concrete mixed by the Contractor or any other Sub-Contractor shall comply with the exposition

classes and strength classes as defined in the approved detailed design drawings and BS EN 206-1.

The maximum chloride content of concrete shall be in accordance with IS 456.

Chloride content class for concrete containing steel reinforcement shall be Cl 0.20 (maximum Cl content by mass of cement 0.20%) and for concrete containing pre-stressed steel reinforcement Cl 0.10 (maximum Cl content by mass of cement 0.10%), unless otherwise directed by the Employer's Representative.

Consistence of concrete mix, other than concrete mix used for tunnel lining, shall be in compliance with IS: 456.

10.1.3 Concrete Composition

10.1.3.1 Aggregates

Aggregates shall be supplied only from sources approved by the Employer's Representative. The Contractor shall demonstrate compliance with laboratory tests that shall be made at regular intervals to confirm the suitability of aggregate.

Approval of a source shall not be constructed as constituting acceptance of all materials from that source.

The quality of all aggregates used in the work, including processing such as washing, classifying, screening, rescreening crushing and blending, necessary to meet the required Specifications, shall all be subjected to acceptance of the Employer's Representative.

Aggregate shall be free from earth, clay, loam and soft, clayey, shaley or decomposed stone, organic matter and other impurities and shall be hard and dense.

Aggregates shall not contain any other matter likely to affect the long-term durability of the concrete. Reference is to be made to the BRE Digest 330 for guidance in reducing the risk of deleterious alkali-silica reaction to the absolute minimum. Mineral aggregates shall comply with IS: 383 and BS EN 12620 respectively.

Tests shall be carried out in accordance with International Standards, as appropriate, and the results shall comply with the limits given therein, or as otherwise specified. Testing will be carried out to BS EN 932, BS EN 933, BS EN 1097 and BS EN 1744 as appropriate.

If necessary, fine aggregate shall be washed to remove excess fines.

Coarse aggregate shall be washed at the aggregate source. However, further washing at the batch plant may be required if the aggregate is found to be unacceptable to the Employer's Representative.

Coarse aggregate shall be tested for drying shrinkage characteristics in accordance with BS EN 1367-4. The drying shrinkage shall not exceed 0.075%.

Coarse aggregate delivered to the batching plant shall have an uniform and stable moisture content.

The acid-soluble sulphate (SO₃) level shall not exceed the values specified in BS EN 12620.

The alkali reactivity of aggregates in combination with the proposed cement shall be tested in accordance with IS 383 and IS 2386.

The maximum permitted level of equivalent acid-soluble chloride ions (Cl⁻) for any single constituent or combination of the constituents of the concrete in the hardened mix shall not exceed the limits given in BS EN 206-1.

The total estimated sulphate content (SO₃) shall comply with the limits given in BS EN 206-1.

The water-soluble chloride ion content of the sand and coarse aggregate, combined in the proportions intended for a particular mix, shall not exceed the values given in IS 23 86; Methods of test for aggregates for concrete.

Hardness and abrasion characteristics of the aggregate will comply with BS EN 12620.

Water absorption shall not exceed the permitted value in BS EN 12620.

Where specific thermal characteristics of the mix are required, the aggregate will be appropriately selected and tested in accordance with BS EN 1367.

Each size of aggregate shall be stored separately in drained concrete-based bins or on stages to prevent intermixing and the inclusion of foreign materials

The size of aggregates shall be in accordance with IS 456 such as to establish the required properties of the concrete best. The grading of aggregates shall conform to IS:383.

10.1.3.2 Cement

The Contractor shall submit cement and cementitious material manufacturers' certificates in accordance with the relevant Standard. Details of all cements and cementitious materials shall be supplied including any alternative sources that might be used. The Contractor shall show that the quantity and quality required can be attained and maintained throughout the construction period. Any cement type proposed for usage in the Works shall be approved by the Employer's Representative.

Cement shall comply with the requirements as per:

- IS 269 Ordinary Portland Cement, 33 Grade
- IS 8041 Rapid Hardening Portland Cement
- IS 8112 Ordinary Portland Cement, 43 Grade
- IS 12269 Ordinary Portland Cement, 53 Grade

- IS 12330 Ordinary Portland Cement, 33 Grade

Requirements to be met by cement (heat build-up, water segregation, fineness, C3A content, cement temperature) shall comply with BS EN 197.

Where Sulphate resistance is required, the selected cement will be appropriate to the required Design Chemical (DC) class.

Where specified or appropriate to use, blast furnace cements, Portland slag cements and blended ground granulated blast furnace slag (ggbs) cements will comply with the blending proportions specified in BS 8500-2.

Where specified or appropriate to use, Portland limestone cements and blended limestone cements will comply with the blending proportions specified in BS 8500-2.

Cementitious materials shall have a reactive alkali content not exceeding a value of 0.6% by mass and/or the total mass of reactive alkali in the mix shall be calculated and controlled to satisfy the requirements of BS 8500-2 and the British Research Establishment (BRE) Digest 330. Certification will be supplied by the producer to demonstrate compliance with BRE Digest 330.

Cementitious materials shall be supplied in bulk, unless such cementitious materials are to be used for mortar finishing, patching or grouting. Bulk cementitious materials shall be delivered to the Site in bulk carriers which shall be clean and dry prior to loading. All carriers for bulk or bagged cement shall be equipped with watertight closures for all openings.

Immediately upon delivering to the site, cementitious materials shall be stored in dry, watertight, ventilated structures.

Cements which have exceeded the manufacturer's designated shelf life will not be used and appropriate measures shall be taken for its safe disposal or return to the manufacturer.

10.1.3.3 Admixtures

No admixtures shall be permitted without written acceptance of the Employer's Representative.

All admixtures shall be obtained from the same manufacturer to ensure compatibility between the admixtures. Technical details including data of all admixtures proposed to be used shall be forwarded to the Employer's Representative for review. The Contractor shall carry out tests and trial mixes to determine that the admixtures are compatible with the other mix ingredients.

Unless otherwise specified by the Employer's Representative, all admixtures shall be of a liquid type.

Handling and storing of admixtures shall be in accordance with the manufacturer's recommendations. Admixtures shall be stored in weatherproof buildings at a temperature not

higher than 35 degree Celsius. Mechanical agitators shall be used for those admixture solutions required by the admixture manufacturer to be agitated prior to and during use.

Admixtures shall be in compliance with IS: 9103. Water-reducing admixtures in liquid form shall comply with BS EN 206 and BS EN 934.

Admixtures shall not be mixed together prior to introduction to the mix.

The use of set-retarding and water-reducing admixtures shall be in agreement with the Employer's Representative, unless otherwise specified in the Contract. Admixtures not covered by International Standards shall not be used.

Concrete containing fly ash shall not be air entrained, unless the Contractor supplies proof (from tests on trial mixes or previous production) that the amount of air entrained can be controlled within specified limits and that the compressive strength of the concrete will be satisfactory.

10.1.3.4 Additions

General suitability as a Type II addition is established for the following:

- fly ash conforming to BS EN 450-1
- silica fume conforming to BS EN 13263-1
- ggbs conforming to BS EN 15167-1
- metakaolin with an appropriate agreement certificate

General suitability as a Type I addition is established for the following:

- filler aggregate conforming to BS EN 12620 or BS EN 13055-1
- pigments conforming to BS EN 12878

10.1.3.5 Water

Water for concrete mixing and curing shall be clean and free from injurious amounts of oil, silt, salt, organic matter, acid, alkali, sediment or other deleterious substances and shall conform IS 456-1978 and BS EN 206 respectively.

Recycled water may be used provided controls are in place to demonstrate compliance with BS EN 206.

The Contractor shall supply, install, operate and maintain a system for water supply for concrete, mortar, shotcrete and grout manufacture. Not less than 40 days prior to the start of concrete production, shotcrete placement, or grout injection whichever occurs first, the Contractor shall submit to the Employer's Representative details of the method by which the Contractor proposes to ensure a clean and adequate supply of water.

Alternative water storage facilities shall be provided to ensure that concreting, shotcreting and grouting operations will not be hindered by a temporary breakdown in the main water supply system.

The permissible limits for solids when tested in compliance with IS 3025 shall be as given in Table 17.

Table 17: Limits of deleterious material in water for concrete mixing

deleterious material	max. permissible limit
organic	200 mg/lit
inorganic	3000 mg/l
sulphates (SO ₄)	500 mg/lit
chloride (Cl)	500 mg/lit
suspended matter	2000 mg/lit

The pH value of the water shall not be less than 6.

10.1.3.6 Fibres

Fibres are generally accepted for use in concrete conforming to BS EN 206-1 and BS 8500 if the fibre conforms to BS EN 14889, an European Technical Approval.

Fibre-reinforced concrete will be trialled and tested to ensure it meets the designers' requirements before inclusion in the works. Historical data of the same fibre and dosage will be accepted in place of trials provided the data are deemed appropriate.

10.1.4 Temperature

Every effort shall be made to maintain the temperature of concrete during manufacture, placement and curing as per IS 7861 (Part I & II) unless otherwise specified herein.

The concrete temperature at the time of placing shall not exceed 27°C nor be less than 5°C. Fresh concrete temperatures of 13°C to 18°C are most favourable. Concrete and concrete constituents may be heated to reach the preferable concrete temperature. Heating of concrete or concrete constituents shall under no circumstances increase the concrete temperature above 27°C.

Aggregates shall be heated uniformly and carefully; all frozen lumps, ice and snow shall be eliminated before entering the concrete mix; average aggregate temperature shall not exceed 60 °C and maximum spot temperature shall be below 100 °C. Frozen aggregates shall not be used.

Mixing water shall not be heated exceeding 60°C.

To avoid surface cracking caused by heat generated during setting of concrete, the temperature difference between a measuring point at the surface and a measuring point in the centre of a concrete body, or 1000 mm inside the surface if the body is more than 2 m thick, shall be less than 20°C, if not otherwise approved by the Employer's Representative. The location of the

measuring point at the surface plane shall be defined as 10 mm inside the surface on a perpendicular projection of the structure member's centre point to the surface plane.

Temperature difference across construction joints shall be less than 15 °C at the time of concrete placement.

The maximum temperature during setting of concrete shall not exceed 40 °C except it is approved by the Employer's Representative.

10.1.5 Mix Design

The selection design and quality control of mixes shall be carried out by the Contractor or on his behalf by the manufacturer.

The Contractor shall design concrete mixes for each class of concrete. The concrete mixes shall be designed to produce a workable plastic mixture with the lowest slump that will suit the specified condition at the time of placement and will produce concrete of uniform consistency that conforms to the requirements specified for the various parts of the works.

In order to minimize thermal cracking, the cement content of all classes of concrete shall be the minimum necessary to produce the specified strength, permeability, freeze-thaw resistance and temperature rise requirements.

10.1.6 Mixing and Batching

10.1.6.1 General

The Contractor shall provide at the site, modern and dependable, automatically or semi-automatically controlled batching and mixing plant or plants, in an "as new" condition, capable of supplying concrete in accordance with the Specifications and at a continuous rate adequate to meet the requirements of his schedule for concrete placement. Each plant shall have not less than two concrete mixers, each with a separate power and drive system with a standby generator and other equipment to ensure a continuous supply of concrete during concrete placement operations.

10.1.6.2 Batching

The Contractor shall provide, operate and maintain all necessary equipment and plant required to determine accurately and to control the amount of each separate ingredient entering the concrete mix. The actual amount of fine aggregate, each size of coarse aggregate, cement, fly ash, admixtures, ice and water entering each batch of concrete shall be determined by automatic weighing of each ingredient separately and not cumulatively. All constituents shall be weighed or metered in compliance with the limits prescribed in BS EN 206.

Proportioning of concrete mixes shall be in accordance with IS 456-1978 and IS 4925.

Admixtures shall only be introduced using purpose-made equipment accurately calibrated.

Where such equipment is unavailable, and where agreed with the Employer's Representative, alternative dosing methods to the manufacturer's recommendations may be adopted.

Water shall not be added to concrete after it has left the mixer unless controlled, recorded and agreed with the Employer's Representative.

Where fibre reinforcement is added to the concrete mix, this shall only be introduced using purpose-made equipment.

All necessary measures shall be taken to prevent charging the batching plant with frozen aggregates. Aggregates in bins at the batching plant shall be kept above zero degrees Celsius at all times. Heating and cooling equipment shall be provided with sufficient capacity to heat or cool the water and aggregates to a uniform temperature so that the concrete will meet the placement temperature requirements.

Free access for testing and inspection of the cementitious materials shall be provided. The batchers shall be arranged that the loading cycle cannot start again as long as materials remain in the batchers.

A thermometer shall be installed in the cement day bin such that the operator can see readily the temperature of the cement at the time of batching.

The plant shall be equipped with a batching recorder which shall print the mass or volume for each material in each batch, identify the concrete mix being batched, the size of each batch in cubic meters, and the time and date of batching. The records shall be submitted to the Employer's Representative at the end of each shift and shall become the property of the Employer's Representative.

The accuracy of the measuring and weighing equipment shall be maintained so that the indicated mass does not vary by more than 0.6 per cent from the true mass throughout the range of use.

The measuring and weighing equipment shall be capable of being operated to control the delivery of materials so that the combined inaccuracies in feeding and measuring do not exceed the limits in Table 18.

The Contractor shall provide standard certified test weights and any other auxiliary equipment required for checking the operating performance of each measuring and weighing device. Unless otherwise required by the Employer's Representative, check tests of equipment used for measuring water, cement and the admixtures shall be made at intervals not exceeding one month. Check tests of measuring and weighing equipment used for measuring fine and coarse aggregate shall be made at intervals not exceeding two months. The tests shall be made in the presence of the Employer's Representative and the Contractor shall make such adjustments,

repairs or replacements as the Employer's Representative may deem necessary to secure satisfactory performance before further use of the measuring or weighing equipment will be allowed.

All aspects of the batching and mixing operation including quantities of aggregates, cement, fly ash, admixtures and water shall be automatically recorded.

Table 18: Batching tolerances

cement	2,0 % per weight
fine aggregates	3,0 % per weight
coarse aggregates	3,0 % per weight
admixtures	2,0 % per weight
water	1,5 % per weight

10.1.6.3 Mixing

The mixing plant shall combine fine aggregates, each size of coarse aggregates, cement, fly ash, admixtures, ice and water into a uniform mass and shall discharge the mixture without segregation.

The batching and mixing plant shall have capacity of batching and mixing concrete at a rate in excess of the Contractor's peak placing requirements. A standby mixer with a capacity of not less than 40% of the peak placing requirements shall be available at all times for use during critical concreting operations.

A mixer timer with an automatic lock which will not release the discharging mechanism until the completion of a pre-set mixing time shall be provided on all mixers.

Separation of coarse aggregate from the mortar shall be avoided by arranging the discharge mechanism so that the concrete will fall vertically into the receiving container or hopper.

Mixers shall be examined by the Contractor at regular intervals to ensure that wear on the blades and liners does not allow dead spots or agglomerations of mortar around the sides of the mixer. Mixers shall be cleaned of any hardened materials which have built up on the insides. Should a mixer at any time produce unsatisfactory results, in the opinion of the Employer's Representative, its use shall be discontinued until it is repaired or replaced.

Mixer performance tests shall be performed on all mixers, as soon as the equipment is in operating condition at the start of the Work, at least once every 30 days during the course of the Work and at any time the Employer's Representative suspects any type of operating difficulties with the machinery. At the end of the mixing period prescribed by the Employer's Representative for the test, two samples of concrete shall be taken.

When necessary mixing times shall be increased until the required uniformity and consistency of the concrete is adequate. Mixers shall not be used if they produce unsatisfactory concrete.

10.1.7 Conveying

Concrete shall be conveyed from the mixer to the place of final deposit without segregation, contamination, loss of ingredients, loss of entrained air, loss of slump or damage from exposure. Trucks, buckets, belt conveyors, pumps, chutes and drop pipes may be used for conveying concrete and shall be of such size, design and condition as to ensure a continuous and even supply of concrete at the point of delivery. Alternative methods will be required to prove their success in conveying concrete rapidly, without segregation and the loss of materials. All conveying equipment shall be supported independently of the forms.

Concrete conveying equipment shall be checked by means of site trials prior to general use for its ability to deliver uniform concrete as per Clause 10.1.11.1. Slump tests shall be made on samples of concrete taken from the first and last one-tenth of a batch of mixed concrete. If these slumps differ by more than 25 mm, the equipment shall not be approved for use until the condition causing the inconsistency is corrected. Concrete conveying equipment used shall be examined daily for accumulations of hardened concrete or mortar, or for wear of the blades. Where necessary, the uniformity test may be repeated.

The time elapsed between completion of the mixing of the concrete at the plant and its discharge at the forms shall not exceed 45 minutes for concrete agitated while in transit and 30 minutes for non-agitated concrete. These basic limits apply in the case of non-set-retarded concrete. For set-retarded concrete the limits may be increased. Open conveyances shall be covered against the weather when required by the Employer's Representative.

Dispatch tickets or a record direct from the batching plant recorder shall be furnished to the Employer's Representative with each batch of concrete recording the serial number of ticket, date, batch number, truck number, amount and class of concrete, location of placement, and time of mixing. At the end of each day or shift, the Contractor shall supply the Employer's Representative with a written report concerning the quantity of each class of concrete and the number of batches produced.

Equipment to be used to convey the concrete shall not contain hardened concrete or foreign materials.

In general, the use of chutes to convey concrete will not be permitted, except that chutes less than 3 m in total length may be used with acceptance of the Employer's

Representative. The delivery end of the chute shall be as close as possible to the point of deposit. The chute shall be thoroughly flushed with fresh clean water before and after each run, the water used for this purpose being discharged outside the form.

Concrete in the walls and arches of tunnel linings shall be placed by a displacement type pump or by other approved methods by the Employer's Representative. The equipment used in

placing the concrete, and the method of its operations, shall be in a way to permit introduction of the concrete into its final location without high-velocity discharge and resultant segregation.

Concrete pumps shall have a variable speed control and shall be capable of pumping concrete containing 20 mm aggregate through delivery lines not less than 75 mm diameter and for a distance required for placement within the works to meet requirements of this Specification.

10.1.8 Placing

10.1.8.1 General

The Contractor shall develop a detailed plan of concrete lifts for each structure which shall show the location of all construction joints and all concrete lifts in the structure and shall take reinforcing steel bars, embedded parts and water stops into account. The submission shall include calculations supported by laboratory and full scale test data showing how the temperature control requirements will be achieved. The plan for each structure, which shall include detailed drawings, shall be submitted to the Employer's Representative not less than 80 days prior to the start of concrete placement in that structure and not less than 20 days prior to the submission of reinforcing steel bar placement drawings, bar bending schedules and bar lists for that structure. The Employer's Representative shall have the right to require the Contractor to move the location of any construction joint if the location proposed by the Contractor will have an adverse effect on the design and performance of the structure.

The construction joints shown on the drawings shall not be moved unless the Contractor can satisfy the Employer's Representative that there is justification for the relocation and that there will be no adverse effect on the performance of the structure.

After the Contractor's plan for construction joints and concrete lifts has been approved by the Employer's Representative no additional joints shall be incorporated into the Works unless approved by the Employer's Representative.

Details of proposed additional joints shall be submitted to the Employer's Representative not less than 60 days prior to concrete placement at the location of the proposed additional joints.

Concrete shall not be placed in any part of the Works until the foundations, previously placed concrete, formwork, reinforcing steel bars, embedded parts and water stops in that area have been inspected by the Employer's Representative and permission has been given by the Employer's Representative for concrete placing to proceed. Concrete shall be placed only in the presence of the Employer's Representative.

All surfaces to be in contact with the in-situ concrete lining shall be thoroughly cleaned and scaled of all loose or defective material.

The surfaces of waterproofing membranes shall be thoroughly cleaned to remove any loose and foreign materials. They shall be cleaned by washing with a stream of air and water, but care

shall be taken not to displace the membrane or its fixing and seals.

Concrete shall not be placed in still or running water and shall not be subjected to the action of running water until the concrete has set.

All formwork shall be true to form, securely made and supported, and joints shall be sealed to prevent the loss of cement from the mix. Where required, grout pipes shall be incorporated for pressure relief and subsequent grouting.

Concreting shall not commence until the formwork has been inspected and agreed with the Employer's Representative.

The build-up of water pressure behind uncured linings shall be prevented. Concrete shall be placed continuously in each length of formwork. Concrete shall be protected from rain during placement.

The time between batching and complete discharge shall be less than 90 minutes and shall be such that the concrete can be placed and consolidated without the addition of extra water. The time between batching and complete discharge shall be reduced to a maximum of 60 minutes when the air temperature exceeds 25 degrees Celsius.

In order to reduce bleeding, slump shall not be higher than necessary to achieve proper placement and consolidation.

The depth of concrete placed in each lift shall be as shown on the Contractor's drawings. All concrete shall be deposited in approximately horizontal layers 50 centimetres in thickness at such a rate that the formation of cold joints will be prevented. Each new lift of concrete shall be placed on the oldest exposed lift.

Hardened or stiff concrete shall not accumulate on reinforcing steel or formwork.

Partially hardened concrete shall not be re-tempered with or without additional aggregate, cement or water.

Once concrete placing has started it shall be carried on as a continuous operation until the placing of the lift is completed. The rate of placing shall be such that each successive layer can be vibrated and bonded into the previous layer.

When concrete is placed on an inclined surface, the placing operation shall begin at the lower end of the slope and shall progress upward.

The sequence of work within the tunnels or shafts shall be arranged as that no damage occurs to permanent linings. The proposed sequences and methods of operations shall be agreed with the Employer's Representative.

Before any concrete is placed for tunnel linings the Contractor shall demonstrate to the Employer's Representative that his concrete mix, equipment and working methods are capable

of producing fully compacted concrete to the required surface finish. If required by the Employer's Representative, this shall take the form of a trial length.

10.1.8.2 Preparation

Immediately after the removal of blasted rock, excavated rock surfaces against which concrete will be placed shall be scaled and cleaned to remove unclassified material, loose, broken and detached rock fragments and unsound, slaked, deteriorated and closely fractured rock which remain in the excavated surface of the rock. Where required by the Employer's Representative, scaling and cleaning shall be followed by dental excavation to remove the unclassified material remaining in open and debris filled joints, cracks, fissures, seams, crevices, faults, shear zones and other relatively narrow openings. The purpose of scaling, cleaning and dental excavation is to produce a sound, intact, tightly anchored rock surface.

Scaling, cleaning and dental excavation will require the use of manual labour, with hand held pneumatic tools, shovels, bars, trowels, compressed air jets, high pressure water jets, brooms, brushes and other hand held tools. High pressure water jets shall not be used.

Foundation surface of the rock, concrete and shotcrete shall be protected against weathering and the deleterious effects of frost action, rain, groundwater seepage and construction equipment until concrete placement commences.

Shotcrete in underground works shall be cut back so that no shotcrete protrudes inside the concrete pay line (see 7.6 and 9.12).

Rock, shotcrete and concrete surfaces against which concrete is to be placed shall be kept continuously damp for a period of not less than 24 hours immediately prior to concrete placement.

Surfaces of reinforcing bars, forms and embedded parts shall be cleaned of all dried mortar, grout, oil and all other coatings except epoxy coating and galvanizing.

Immediately before concrete is placed, forms shall be inspected to ensure that the forms are accurately placed to the specified tolerances and are sufficiently rigid and braced to prevent movement during concrete placement and that all reinforcing bars are in the correct position and secured against movement during the placing operation. Chemicals shall not be used to remove ice or hardened concrete from the forms.

In hot weather or concreting on surfaces which are highly water absorbent, the surfaces against which concrete is to be placed, including reinforcement and formwork, shall be lightly sprayed with water to prevent excessive absorption of water from the fresh concrete. Pre-wetted surfaces shall be free from excessive water before concreting.

10.1.8.3 Placing

The concrete shall not be placed until the rate of convergence at any of the adjacent monitoring

stations is less than 4 mm per month, unless otherwise approved by the Employer's Representative.

Concrete shall be placed while still sufficiently plastic for adequate compaction and shall be carefully worked around all reinforcement and embedded fixture and corners of the formwork.

Concrete shall be inspected at the point of placing.

There shall be no vertical drop greater than 1.5 m except where equipment such as tremie pipes and chutes satisfactory to the Employer's Representative to use to confine and control the falling concrete. Horizontally movement of concrete exceeding 1.0 m by the use of vibrators is not permitted.

Concrete shall be placed as close as possible to its final position, in continuous near level layers not exceeding 500 mm. Each layer shall be compacted before succeeding layers are placed. The depositing of large quantities of concrete at any one point and running or working it along the forms will not be allowed.

Placing equipment shall be operated by experienced operators only. In general, the concrete placing shall continue uninterrupted until the structure is filled over the entire length of the formwork. In the event of equipment breakdown or if for any other unavoidable reason placing is interrupted, the Contractor shall thoroughly compact the concrete to a reasonable level or flat slope while the concrete is plastic. The concrete at the surface of such cold joints shall be cleaned with a high-pressure air water jet before the concrete achieves a primary set, to provide an irregular clean surface free from laitance. Prior to restarting concreting, the surface shall be wetted. The work shall be carried out in a way that a sound dense homogeneous structural element is produced.

The concrete which forms the openings to caverns and niches or other recesses shall be placed concurrently with the concrete in the parent tunnel at the same cross section.

Concrete shall not be subjected to disturbance between 4 hours and 24 hours after placing.

10.1.8.4 Consolidation

As concrete is being placed, it shall be compacted thoroughly and uniformly by means of vibrators, supplemented by hand spading, ramming, and tamping to produce dense, homogeneous concrete, that is at its maximum density, that is in complete contact with forms, that is effectively bonded to the reinforcing steel bars and the embedded parts and that has smooth formed surfaces, free of air pockets and blemishes.

Concrete shall be consolidated with the aid of approved immersion type mechanical vibrators complying with IS 2505. Immersion vibrators shall be a minimum of 40 mm in diameter and shall be capable of transmitting vibration to the concrete at frequencies in excess of 150Hz or 4000 rpm and shall visibly affect the concrete at a radius of 300 mm.

At least one vibrator in working order shall be held in reserve for emergency use.

Concrete vibrators shall not be used for moving concrete. Vibrators shall be operated as nearly as practicable in a vertical position. The vibrating head shall be allowed to penetrate under its own weight until it can re-vibrate the top 5 centimetres of the underlying concrete layer. The vibrator shall be withdrawn slowly to avoid the formation of voids and shall be carefully positioned to avoid contact of the vibrating head with the formwork. Vibrators shall be inserted at uniform spacing over the entire area of placement. The distance between insertions shall be approximately 1.5 times the radius of action of the vibrator. Vibrators shall be held stationary until the concrete is consolidated and then withdrawn slowly. The concrete ingredients shall not be allowed to segregate and no laitance shall be allowed to appear on the surface.

Vibrators shall not come in contact with nor disturb embedded parts, waterstops, reinforcing steel bars and formwork.

Particular care shall be taken with the compaction of concrete surrounding water bars to avoid honeycombing and to prevent the displacement of the water bar. Care shall also be taken to avoid displacement of pre-fixed pipes, block-outs, thermocouples and the like.

Where placing concrete for tunnel linings, formwork vibrators shall be used for compacting concrete in the tunnel arch above the highest openings in the formwork. They shall be operated at intervals of not more than 1.2 m behind the advancing slope of the concrete in the shoulders and crown of the arch. The location and operation of the vibrators shall be carefully coordinated with the withdrawal of the discharge line so as to avoid settlement and flow of the concrete from the filled crown.

10.1.8.5 Finishing

The surface of formed and unformed concrete shall be within the specified allowable deviations from the lines, slopes, elevations and dimensions shown on the drawings and shall be smooth and uniform in texture and free from streaks, discoloration and surface irregularities to the extent specified herein.

Any damage to finished concrete resulting from the action of removing from work or any other cause shall be repaired to the satisfaction of the Employer’s Representative.

Formed Surfaces:

Table 19: Formed concrete finishes

F1	No specific requirement
F2	The irregularities in the finish shall be no greater than those obtained from the use of wrought thickness square-edged boards arranged in a uniform pattern. Fins shall be removed and imperfections shall be made good.
F3	The resulting finish shall be smooth and of uniform texture and appearance. The formwork lining shall leave no stain on the concrete and shall be so joined and fixed to its backing that it imparts no blemishes. It shall be of the same type and obtained from only one source throughout any one

	structure. The Contractor shall make good any imperfections in the finish. Internal ties and embedded metal parts shall not be used
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All formwork joints for F2 and F3 finish shall form a regular pattern.

Unformed Surfaces:

Table 20: Unformed concrete finishes

U1: Screened finish	The concrete shall be levelled and screeded. No further work shall be applied to the surface unless it is a first stage for a wood float or steel trowel finish.
U2: Wood float	A pre-screeded finish shall be floated with light finish pressure using a wooden float to eliminate surface irregularities.
U3: Steel trowel finish	A steel trowelled finish shall be first wood-floated and then trowelled under firm pressure with a steel float to produce a dense, smooth, uniform surface. The final surface shall be free from trowel marks.

When required by the Employer’s Representative and before commencing concreting the Contractor shall prepare a trial panel to demonstrate that the required surface finish can be achieved by the equipment and methods proposed. The panel shall be filled with the proposed concrete compacted by the method to be used in the work. When agreed with the Employer’s Representative the trial panel shall be retained and will form the benchmark against which all Works concrete shall be prepared.

Where the concrete surface is to receive waterproofing, it shall be in accordance with the waterproofing system manufacturer’s recommendations.

Permanently exposed concrete surfaces shall be protected from rust marks and all kinds of stains.

After removal of the formwork no treatment, other than that approved for curing, shall be applied to the concrete until its surfaces have been inspected by the Employer’s Representative.

Where any surface fails to comply with the Specification in respect of finish, dimensional tolerance, or in any other way, the Contractor shall rectify the work as agreed with the Employer’s Representative.

The Contractor shall be responsible for preventing any damage to the finished concrete surfaces, and shall adopt any necessary protective measures to prevent subsequent staining from any cause.

10.1.8.6 Curing

The concrete shall be protected from damage due to load overstress, heavy shocks, excessive vibrations and the effects of rain and running water particularly during the curing period.

Curing and protection of concrete in cold weather shall be carried out in compliance with IS 7861 Part.

All concrete should be allowed to cure by methods which will ensure the production of

concrete of the specified quality.

Curing materials and methods shall be compatible with any subsequent waterproofing.

In general, concrete shall not be placed when the temperature at the location of the Work is below, or likely to fall below, 5°C before the section of work can be completed except in emergencies.

Concrete shall be continuously moist cured from the time that the concrete has hardened sufficiently to prevent damage to the surface finish and shall be continued for not less than 14 days for concrete not containing fly ash and 21 days for concrete containing fly ash or until fresh concrete has been placed on or against the concrete surface or until a membrane curing compound has been applied. All material and equipment required for adequate curing and protection shall be on hand before concrete placement begins.

Concrete shall be protected from exposure to rain for 12 hours, from exposure to the sun for 72 hours and from exposure to flowing water for 14 days. For concrete surface temperature below 5°C, the duration of curing shall be extended for the number of days the temperature has been below 5°C.

Concrete shall be moist cured by maintaining the surfaces continuously wet for the duration of the specified curing period.

During the curing period concrete shall not be intermittently wetted and allowed to dry.

Curing water temperature shall not exceed 25 grade Celsius or above the expected minimum ambient temperature of the curing period.

At least 14 days prior to the use of curing compound, full details of the proposed compound shall be submitted to the Employer's Representative for review. Such details shall be accompanied by test certificates to show that the compound will give satisfactory results for the proposed application.

Curing compound shall be wax-based compounds and shall be approved by the Employer's Representative. The compound shall be applied in strict accordance with the manufacturer's Specification and shall be applied as soon as the surface water has disappeared.

Curing compounds shall be delivered to the Site in suitably labelled containers to enable identification of the batch number and date of manufacture.

Curing compounds shall comply with the requirements of ASTM C309.

For each curing compound proposed for use in the Works, the Contractor shall obtain a Certificate of Compliance from the supplier, supported by test certificates from a laboratory with appropriate registration, certifying that the curing compound complies with this Specification.

The curing compound shall be applied by a pressurised sprayer to give a uniform cover. The sprayer shall incorporate a device for continuous agitation and mixing of the compound in its container during spraying.

The curing compound shall be applied using a fine spray at a rate of 0.2 litres/m² and per coat or otherwise directed by the Employer's Representative. The application rate shall be checked by calculating the amount of curing compound falling on felt mats, each approximately 0.25 m² in area, placed on the concrete surface.

Two coats shall be applied at the full rate. The curing compound shall be applied to unformed surfaces immediately after completion of all finishing operations, and to formed surfaces within half an hour of the removal of formwork from the section.

10.1.9 Joints

Joints in concrete are either movement (deflection, expansion or contraction) joints or construction joints. All construction joints shall comply with IS 11817.

Joints shall be formed on horizontal or vertical planes except for joints in tunnel linings which shall be formed on radial planes.

Joints in horizontal planes, which intersect with exposed surfaces making an angle of 45° or more with the horizontal, shall be truly horizontal. Joints in horizontal planes, which intersect with exposed surfaces making an angle of less than 45° with the horizontal, shall be formed to provide at least 75 mm of surface normal to the slope of the surface.

Construction joints shall be positioned only where agreed with the Employer's Representative. The Contractor's proposal on construction joints shall be given on lift drawings submitted to the Employer's Representative for review.

Formed construction joints shall be formed using purpose-made stop ends. Expanded metal stop ends shall not be used.

Unformed construction joints shall be formed using a grout check or similar so that the exposed edge is a crisp true line.

The joint surface shall be either: brushed using water to remove laitance and expose the aggregate without disturbing it, treated with retarder and then water-jetted to remove laitance and expose the aggregate to a depth of not less than 3 mm without disturbing it, or lightly roughened by light chipping or needle-gunning of set concrete. Hacking of set concrete shall not be permitted.

Construction joints shall be clean and damp, with no standing water, immediately before wet concrete is placed against them.

At horizontal construction joints on exposed surfaces forms shall be constructed with strips to

produce a straight joint at the exposed surface, unless otherwise directed.

Movement joints shall be constructed as shown on the drawings. The Contractor shall provide the various joint components and install these in accordance with the drawings and the manufacturer's recommendations, or as directed or approved by the Employer's Representative.

Any material used for expansion joint filler shall be approved by the Employer's Representative.

Sealing compound is applied as surface sealant for movement joints or other boundaries of construction elements. The compound shall be polyurethane-rubber type or other type approved by the Employer's Representative. 56 days prior of any sealing compound is applied, the Contractor shall submit a sample of the proposed sealing compound together with the manufacturer's technical data and the details of the recommended method of application for approval.

10.1.10 Water Stops

Water stops shall be installed as shown on the drawings or as directed by the Employer's Representative.

Detailed information on all water stops, their properties, installation and standard support, shall be submitted to the Employer's Representative for approval. Only approved water stops shall be used in the Works and the manufacturer's regulations and instructions shall be followed.

All joints of sealing strips shall be welded by the appropriate device to the tensile strength at least 80% of the initial material.

Prior to any concrete work the water stops shall be placed as given in the drawings and adequate measures shall be made to prevent a dislocation of water stop due to concreting works.

Thermoplastic sunken sealing strips for construction joints shall be in compliance with DIN 18541.

10.1.11 Quality Check & Tolerances

The Contractor shall keep logs on all his concrete activities, i.e. production, placing, supervision and production control, inspection and testing. These logs shall be available to the Employer's Representative for examination at any time.

The Contractor shall supervise and inspect the concrete works to fulfil the provisions of this Specification. This applies to the inspection of materials and products, of concreting execution, of false work and formwork, of reinforcement, of concreting operations and of pre-cast

concrete elements.

The Employer's Representative may at any time, unless critical concrete work is done, inspect and test any Contractor's equipment intended for batching, mixing, transporting, placing and testing concrete.

10.1.11.1 Trial Mix Testing

In conjunction with the design of concrete mixes, the Contractor shall complete a laboratory trial mix program for each class of concrete. The trial mix program will be used to confirm to the satisfaction of the Employer's Representative, that the proposed concrete mix designs will produce concrete having the properties required by the Specification with minimum cement content.

Unless otherwise agreed with the Employer's Representative, field trial mixes shall be prepared under full-scale site conditions at least 35 days before the commencement of concreting and tested in accordance with IS 10262, BS EN 12350 and BS EN 12390.

For each concrete plant proposed by the Contractor the field trial mixes shall be tested separately.

The field trial mixes shall be tested to determine compliance under statistical evaluation where required by BS EN 206. An acceptable value for the limits of the required properties shall be established during the trials which shall thereafter be used to monitor the Quality Control of the mixes and set the standard of compliance.

In the event quality control tests indicate that concrete below the specified standards is being produced, the Employer's Representative may order such adjustment of mix design, additional quality control, or other measures as it may deem necessary to raise quality to specified standards.

If, at any time during the Work, the Contractor proposes to change or modify the source, type or quality of any concrete material or materials for the selected concrete mix designs, the laboratory testing program shall be repeated for each class of concrete affected by the proposed change.

Detailed test results on the concrete mix designs with changed or modified materials shall be submitted to the Employer's Representative not more than three days after the completion of each test.

The 28 day compressive strength test results and details of the changes or modifications to the concrete mix designs proposed by the Contractor shall be provided to the Employer's Representative before the changed or modified concrete mix designs are used to produce concrete for the works.

The following minimum values of samples shall be taken for trial mix testing:

- nine compression test cylinders (3 for each of 3, 7 and 28 days)
- six shrinkage test prisms
- three test cubes (200 mm) or slabs (200 mm x 200 mm x 120 mm) for water permeability testing according to DIN 1048 Part 5
- one specimen for sulphate and chloride testing

10.1.11.2 Conformity Control of Concrete

In the event the specified strength criteria are not met, the Employer's Representative may, if he deems it necessary, require that the unacceptable concrete be cut out and replaced.

The conformity control of strength parameters required shall be demonstrated in accordance with BS EN 206-1. Specimens tested to demonstrate compliance will be cubes, cylinders or prisms appropriate to the testing standards and BS EN 206-1.

Test samples shall be made, cured, stored, transported and tested according to BS EN 12350 and BS EN 12390. Spot samples will not be used to evaluate strength parameters.

Concrete cube test results will be acceptable if statistical analysis of the results meets the requirements of BS EN 206-1.

Concrete shall be tested for durability properties by means of absorption and capillary suction (sorptivity) tests where appropriate. An appropriate test method will be agreed by all parties before testing is undertaken.

Compaction factor, slump, Vebe, flow table or other workability tests shall be carried out as required during concreting of permanent works to control workability at the batching plant and at the site of the pour. The degree of workability shall be as specified or as determined during the trial mixes. Permitted tolerances shall be in accordance with BS EN 206. Samples tested will be either spot samples or composite samples taken in accordance with BS EN 12350-1 and the appropriate tolerances for compliance will be applied in each case.

Where inspection reveals non-conformity, appropriate measures shall be taken in accordance to EN206-1 and in agreement with the Employer's Representative.

10.1.11.3 Production Control of Concrete

All concrete shall be subject to production control by the Contractor in accordance to EN 206. All data of production control shall be recorded by the Contractor and made available to the Employer's Representative at any time.

10.1.11.4 Tolerances

Surface finishes shall generally conform to the types and tolerances indicated in Table 21

unless otherwise specified herein, as shown on the drawings or as required by the Employer's Representative.

The Contractor shall carry out a cover meter survey over all reinforced concrete surfaces within 24 hours of removal of formwork. The cover survey shall be undertaken on a 500 mm grid over the whole structure. Access for the Employer's Representative to verify cover meter surveys shall be provided.

The deviation of the inner face of the concrete lining according to the theoretical cross section may in general not exceed 50 mm to the inner side. At the lower side wall (walkway level/cable duct) the deviation of the inner face is limited to the inner side in order to maintain minimum dimensions of the cable ducts. Pre-cast concrete cover plates for the cable ducts shall be fabricated based on the as-built survey results. No tolerance will be permitted inside of the specified clearance profile for vehicles or pedestrians.

In any case and for all specified deviations permitted, the specified theoretical thickness for the inner concrete lining as well as the specified clearance profile for the roadway and the walkways shall be maintained.

Niches, recesses and similar structures are to be constructed with a tolerance of +/-50 mm related to the designed stationing.

Pre-cast elements and other structural elements are to be constructed and placed with a tolerance of +/-15 mm, related to the theoretical tunnel cross section.

Table 21: Types and tolerances for finishing of concrete surfaces

Type of finishing	General areas of application and method of forming	Tolerances in mm
F1	Formed surfaces of construction joints and other surfaces which will not be permanently exposed, including surface upon or against which backfill or concrete is to be placed. Minor blemishes caused by entrapped air or water will be accepted. In general the surface will require no treatment after form removal, other than repair of defective concrete and specified curing, or treatment as specified for construction joints.	+10
F2	All permanently exposed formed surfaces for which type F3 finish is not specified. For which sheathing or lining shall be placed so that joint marks on the concrete surface will be in general alignment, both horizontally and vertically, and conform to a standard pattern. Immediately on the removal of forms, all unsightly ridges or fines shall be removed, all holes left by removal of ends of form rods shall be neatly filled with mortar and surfaces treated to meet the required tolerances by tooling and rubbing. In general, not more than 50 air voids of 5-15 mm diameter per m' will be accepted. Air voids exceeding 15 mm in diameter shall be repaired. When filling holes and repairing defective areas of permanently exposed surfaces, effort shall be made to match the colour of the concrete. The use of release agents which may permanently stain or discolour the finished surface will not be permitted.	+5 -5
F3	Formed surfaces which will be exposed to flowing water. These surfaces shall be hard, smooth and dense, free from offsets, pits, voids, air holes and irregularities and shall be chipped, ground and thoroughly cleaned as necessary to conform to the required tolerances.	+3 -3
U1	Unformed, screeded surface which will be covered by fill materials, static water or concrete. Type U1 finish shall be used as the first stage. Types U2 and U3 as finishes. Finishing shall consist sufficient levelling and screeded to produce an even, uniform surface meeting the required tolerance.	+10 -10
U2	Unformed surfaces not permanently concealed by fill or concrete or not required to receive Type U3 finish. Floating by means of hand or power driven equipment shall be started as soon as the screeded surfaces has stiffened sufficiently, and shall be the minimum necessary to produce a surfaces that is free from screed marks and that is uniform in texture. If type U3 finish is to be applied floating shall be continued until a small amount of mortar without excess water is brought to the surfaces so as to permit effective trawling.	+5 -5
U3	Unformed, screeded surfaces which will be exposed to flowing water. This finish shall be applied by steel trawling after the concrete has hardened enough to prevent excess of fine materials and water from blemishes, ripples and trowel marks. After the surface has nearly hardened, it shall be trowelled once more until the surface is hard and glossy in appearance.	+3 -3

10.1.12 Repair of Damage

All irregularities on concrete surfaces shall be repaired to produce smooth, uniform surfaces that conform to the tolerances specified herein for the finishes shown on the drawings.

The Contractor shall notify the Employer's Representative not less than 24 hours prior to the start of any concrete repairs.

Surface irregularities shall not be repaired until they have been inspected by the Employer's Representative. The Employer's Representative will inspect the surface irregularities and determine whether the surface irregularities shall be repaired by cutting out the concrete to a depth of 75 millimetres beyond the reinforcing bars and filling the cavity with cement mortar or concrete, or whether the concrete shall be cut out to a shallower depth and the cavity filled or patched with cement mortar or saran latex dry pack mortar or epoxy sand mortar, or an alternative mortar approved by the Employer's Representative. The Employer's Representative will also determine the extent to which concrete shall be cut out, the shape of the resulting cavity, the material that is to be used for the repairs and whether the filling shall be secured with keys, dovetails or anchors. Reinforcing steel bars shall not be cut.

Should the concrete exhibit any form of cracking at 28 days, in excess of 0.15mm width, it shall be brought to the attention of the Employer's Representative. The Employer's Representative may, at his discretion and based on the particular crack location, require that the crack be repaired. Where so instructed, the concrete shall be repaired using an epoxy injection system or other approved method of permanent crack repair. Repairs using an epoxy injection system shall not be performed for at least 56 days from the original date of concrete placement.

Repairs shall be performed only in the presence or on direction of the Employer's Representative. The Contractor shall repair all leakage spots in concrete joints or elsewhere in agreement with the Employer's Representative.

10.2 Lean Concrete

The strength class C12/15 shall be applied for wet lean concrete. With the following constituents:

- Cement shall be in accordance with Clause 11.4.2.1
- Water/cement ratio shall be in accordance with Clause 11.4.2.2
- Aggregates shall be in accordance with Clause

Consistence shall comply with Clause 11.4.3.1.

Wet lean concrete shall be spread uniformly, without segregation and without varying degrees of pre-compaction. The concrete shall be struck off to a level so that the surcharge is sufficient to ensure that after compaction the surface is at the required level.

The spread wet lean concrete shall be compacted using internal or external vibration, or a combination of both to meet the required density.

At transverse and longitudinal construction joints between two separately constructed slabs, the previously laid slab end or edge shall present a vertical face before construction of subsequent slabs.

Longitudinal joints in wet lean concrete shall be staggered by at least 300 mm from the position of longitudinal joints in any superimposed concrete slab, and by 1m for transverse joints.

Curing of wet lean concrete shall comply BS EN 12390-2 as appropriate.

The density shall be determined as in Clause 11.4.3.3 and sampling shall be as specified therein.

The surface of the wet lean concrete after compaction and finishing and before overlaying shall be free from ridges, loose material, pot holes, ruts or other defects. The surface of wet-laid concrete bases shall be roughened before the application of any curing compound by brushing with a wire brush or stiff broom.

Trial concrete mixes shall conform with BS 8500-2 for designed concretes for strength class C12/15 and above, unless recent data relating entirely to the proposed concrete, satisfies the requirements of the Specification.

At least 10 days before the start of the main wet lean concrete works a trial length of at least 400 m² for mechanised construction and 30 m² for hand-guided methods shall be constructed. The trial length shall be laid to assess the suitability of the proposed material, plant, equipment and construction methods to meet the requirements of the Specification. The main construction in the Permanent Works shall not start unless the trial length complies with the Specification. If any trial length does not conform to the Specification another trial length shall be constructed. Trial lengths not complying shall be removed unless they can be rectified to comply with the Specification.

After satisfactory completion of the trial, the material, plant, equipment and construction methods shall not be changed unless the Contractor lays a further trial length to assess the suitability of the proposed changes or agrees the changes with the Employer's Representatives.

10.3 No-Fines Concrete

No-fines porous concrete shall be used for the surround of ground water drainage pipes in tunnels at locations indicated on the drawings.

No-fines porous concrete shall be composed of ordinary Portland Cement and 37.5 mm single size aggregate complying with Clause 10.1.3.1.

The ratio of aggregate to cement shall be 8:1 by volume or 10:1 by mass.

The concrete shall be mixed by machine or by hand to a uniform colour and consistency before placing. The quantity of water used shall not exceed that required to coat all of the aggregate particles without forming excess grout.

No-fines concrete shall be compacted by hand.

10.4 Reinforcement

10.4.1 General

The items of work falling within the scope of work under this section shall be in accordance with the Indian and European Standards Specification (Latest edition) given under:

- IS:280-1978: Specifications for mild steel wire for General Engineering purposes
- IS:432-1966/82: Specifications for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement
- IS:432 (Part I): Mild steel and medium tensile bars
- IS:432 (Part II): Hard drawn steel wire
- IS:456-1978: Code of practice for plain and reinforced concrete
- IS:814-1974: Specifications for covered electrodes for metal arc welding of structural steel
- IS:814 (Part I): For welding products other than sheets
- IS:814 (Part II): For welding sheets
- IS: 1139-1966: Hot rolled mild steel medium tensile steel and high yield strength deformed bar for concrete reinforcement
- IS: 1786-1979: Specifications for cold worked steel high yield strength deformed bars for concrete reinforcement
- IS:2502-1963: Code for practice for bending and fixing of bar for concrete reinforcement
- IS:5525-1979: Recommendations for detailing of reinforcement in reinforced concrete constructions
- IS:9417-1979: Recommendations for welding cold-worked bars for reinforcement concrete constructions
- BS EN 10080: Steel for the reinforcement of concrete. Weldable reinforcing steel. General
- BS 4449: Steel for the reinforcement of concrete - Weldable reinforcing steel - Bar, coil and decoiled product
- BS 4482: Steel wire for the reinforcement of concrete products. Specification
- BS 4483: Steel fabric for the reinforcement of concrete

The Contractor may adjust the position of lap joints to fit in with available stock lengths, or construction joints, subject to the Employer's Representative's agreement to the altered positions. The Contractor shall amend the bending schedules, as necessary, to allow for such alterations.

Reinforcement shall be obtained from a Certificated Authority for Reinforcing Steels Quality

Assurance approved supplier and the Contractor shall provide copies of the manufacturer's certificates of test results relating to the steel reinforcement to be supplied.

Reinforcing steel bars and welded steel wire fabric may be stored outside in an approved manner provided that they do not rust and are placed on sleepers which will prevent the steel from coming into contact with the ground and a protection against contact with aggressive elements is provided.

Reinforcing steel bars shall be free from dirt, oil, flaky rust, loose mill scale and any other coating that would destroy or reduce the bond with the concrete.

Tying wire shall be 1.6 mm diameter soft annealed mild steel, and when fixed shall not project into the concrete cover.

Where the Contract so requires, the Contractor shall produce bending schedules.

10.4.2 Placing and fastening

Placing and fastening of reinforcement shall comply with IS 456 unless specified otherwise herein.

All reinforcement shall be accurately placed, securely fixed and adequately maintained in the positions shown on the drawings. The reinforcement shall be fixed so that the cover specified on the drawings is achieved, subject to the tolerances specified therein.

Reinforcing steel bars shall be installed as shown on the drawings and shall be solidly attached to the formwork. Reinforcing steel bars shall be tied together with wire ties to form a rigid grid which shall be supported in its required position, on chairs and with spacers and hangers. The wire ties shall be used in a staggered pattern at a spacing not exceeding 60 centimetres. Reinforcing steel bars shall be accurately placed within the specified tolerances and shall be secure against displacement during concrete placement.

Reinforcement shall not be re-bent on site unless agreed with the Employer's Representative.

The minimum clear distance between parallel reinforcing steel bars shall be the nominal diameter of the reinforcing steel bars or 1.25 times the maximum size of the coarse aggregate, whichever is the greater, provided that the minimum clear distance between parallel reinforcing steel bars in beams shall not be less than 30 millimetres and in columns shall not be less than 50 millimetres.

Spacer blocks shall be of comparable strength, durability and appearance to the surrounding concrete and shall be factory produced. Site-produced concrete or mortar cover blocks shall not be used.

Spacers and chairs shall ensure that the reinforcement is correctly positioned, be as small as possible consistent with their purpose, and designed so that they will not overturn or be

displaced when the concrete is placed. Wire cast in the block for the purpose of tying it to the reinforcement shall be as specified below.

Prior to placing reinforcement on rock or gravel foundation, the foundation shall be covered with at least 50 mm thick layer of concrete or other approved cover.

Tying wires shall be 1.6 mm soft annealed iron wire unless drawings require the use of stainless steel tying wire. Where stainless steel tying wire is required it shall be 1.2 mm diameter stainless steel wire throughout the structure.

Projecting ends of ties or clips shall not encroach into the concrete cover.

Overlap between adjacent sheets of welded wire fabric shall be a minimum of 2 squares.

Concreting shall not commence until the reinforcement has been inspected in accordance with the Inspection and Test Plan.

10.4.3 Splicing

Joints or splices in reinforcing bars shall generally be made at the positions shown on the drawings, but the contractor would be permitted to make joints or splices at positions other than those shown on the drawings, providing that such positions are approved by the Employer's Representative-in-Charge and that joints and splices in adjacent bars are staggered if directed by the Employer's Representative-in-Charge.

Approval of such additional splices will generally be restricted to splices not closer than 8 m in horizontal bars or 4 m in vertical bars measured between mid-points of laps. The number of splices shall be kept to a minimum.

If the Contractor proposes to use mechanical couplings for reinforcing bars, he shall submit samples of the proposed coupling to the Employer's Representative for approval not less than 60 days prior to their proposed use.

10.5 Formwork

10.5.1 General

Material and workmanship shall comply with IS 456 and IS 14687.

The supply of all labour, supervisors, Contractor's equipment and materials and the execution of all work necessary to design, supply, fabricate, erect, treat, support, brace, use, remove and dispose of formwork for retaining and forming concrete structures as specified herein and as shown on the drawings shall be provided by the Contractor.

Not less than 60 days prior to the start of fabrication of formwork and falsework for each structure or part of a structure, the Contractor shall submit to the Employer's Representative design calculations and erection drawings showing the formwork and falsework for that

structure or part of the structure. The general method and system proposed shall be submitted in detailed drawings of the formwork to the Employer's Representative for agreement.

The erection drawings shall indicate the method and schedule of construction, member sizes and type, grade and quality of materials, the arrangement of joints, splices, liners and locations of temporary openings and embedded parts. Details of mechanical equipment that will operate or be supported on the falsework, shall be submitted with the erection drawings. Design assumptions, loads and allowable stresses shall be indicated on the erection drawings.

All formwork shall be dimensioned, constructed and securely braced as to prevent displacement.

All joints in the formwork and between the formwork and previous work shall be sufficiently tight to prevent loss of liquid from the concrete.

Formers for all chases, grooves, recesses, etc. shall be securely fixed as part of the formwork. No part of the concrete shall be cut away for any such item, or for any other reason, without the Employer's Representative's agreement.

The face of the formwork shall be clean and applied with non-staining release agent. The agent shall not touch reinforcement, or items to be embedded, and shall not be allowed to collect in the bottom of the formwork, or flow onto previously placed concrete.

Before any concrete is placed, the Contractor shall examine and clean out the formwork and ensure that the specified reinforcement cover is attained.

Where cyclical casting, e.g. in-situ concrete tunnel lining, striking times may be agreed with the Employer's Representative following criteria determined from trial lengths.

10.5.2 Material Requirements

The surface of steel plate formwork and steel faced lumber formwork shall be smooth and free from dents, buckles and other surface irregularities. The sheathing for steel formwork shall be steel plate not less than three millimetres thick. All bolts and rivet heads shall be countersunk. Means shall be provided to ensure a snug fit of steel plate sheathing and steel faced sheathing against previously hardened concrete so as to provide smooth joints.

Lumber used for formwork shall be free from warp, loose knots and decay and shall be sawn straight and dressed smooth.

Plywood shall be non-warping and non-wrinkling and shall be manufactured with waterproof glue. Only plywood sheets with identical length and width shall be used.

Fillers for repairing and reconditioning formwork shall be subject to approval by the Employer's Representative. All filler material shall be sanded flush and sealed with an approved sealer to prevent adhesion to the concrete.

10.5.3 Tunnel Formwork

Formwork for tunnel lining shall be constructed in such lengths that each concrete placement can be completed without cold joints.

Concrete pads, pedestals and other means to support tunnel formwork shall be subject to approval by the Employer's Representative on the basis of the effects of such supports on the structural properties of the tunnel section and on the finish of the lining.

Formwork for tunnel lining above the invert shall be provided with rows of openings along each side. The bottom row shall be located with the centreline of the openings above the longitudinal construction joint at the invert. Successive rows shall be located on two meters centres above the next lower row. The rows of openings shall be staggered. Openings shall permit access for inspection and vibration of concrete being placed behind the formwork. Each row of openings shall be provided with a platform for access to the openings. Openings shall be located at a minimum spacing of 2.5 meters along the tunnel centreline and up the tunnel walls. Openings shall be not smaller than 45 by 60 centimetres, with the long dimension parallel to the centreline of the tunnel.

10.5.4 Execution

10.5.4.1 Preparation

Formwork shall be constructed in strict accordance with the erection drawings after they have been reviewed by the Employer's Representative and shall produce concrete conforming to the lines, slopes, elevations and dimensions and with the surface finishes shown on the drawings. Joints between formwork sections shall be sufficiently tight to prevent loss of mortar from concrete. Formwork shall be securely tied and anchored to maintain shape and position and to avoid warping and bulging.

Formwork for curved surfaces shall be constructed to conform accurately to the required curvatures of the surfaces within the allowable tolerances specified.

Formwork joints shall fit together without gaps greater than two millimetres at any point. The joint marks on the concrete surface in the water passages shall follow in general the line of water flow. Forms shall be placed so that the joint marks on concrete surfaces will be in alignment both horizontally and vertically and the joint marks between surfaces shall be smooth.

10.5.4.2 Installation

Formwork shall be braced to maintain its position and shape. Formwork and falsework shall be arranged for ease of dismantling and stripping to ensure that its removal will not damage the concrete. Formwork blocking and supports to be left permanently in the concrete shall be fabricated of steel.

The interior surfaces of formwork shall be covered with colourless mineral form oil or other bond breaking compound approved by the Employer's Representative. The bond breaking compound shall be applied before reinforcing steel bars are placed. Form oil or bond breaking compounds shall not come in contact with reinforcing steel bars or with concrete surfaces on which additional concrete, epoxy mortar or any bonded coating is to be placed.

10.5.4.3 Tolerances

Formwork and falsework shall be constructed, located, supported and braced in such a manner that the finished surfaces of concrete structures are within the allowable construction tolerances as defined in Clause 10.1.11.4 of this Specification.

10.5.4.4 Concrete Placement

Temporary openings shall be provided in the formwork at any place where necessary to facilitate concrete placement, insertion of vibrators, cleaning and inspection. The temporary openings shall be closed with removable panels that are flush with the formwork surface on the inside. Immediately before concrete is placed, formwork shall be inspected to ensure that it is accurately placed, rigid, tight, clean and free from foreign matter.

Inspection of formwork by the Employer's Representative and approval to proceed with concrete placement shall not relieve the Contractor of his responsibility for safety and accuracy of the Work. Any repairs of concrete due to faulty or inaccurate formwork shall be done by the Contractor at no additional cost to the Employer.

10.5.4.5 Quality Control

The alignment and position of formwork shall be checked frequently during concrete placement. Any misalignment shall be corrected by wedging and shoring.

Formwork and falsework may be reused, provided that the material is undamaged and the surface in contact with concrete is cleaned and is capable of producing the required surface finish. Timber and plywood formwork shall not be repaired with metal patches.

10.5.4.6 Removal

Formwork shall be removed in such a manner as to prevent concrete spalling and to produce sharp and clean joints.

Formwork shall be eased, struck or removed in such a manner that the structure is not distorted, damaged or overloaded.

Except where otherwise agreed with the Employer's Representative, formwork shall not be eased or struck until:

- the concrete has attained sufficient strength to support itself in the position cast without deformation or

- a minimum period in line with Section 6 of ENV 13670-1
- vertical forms and formwork for tunnel crown lining may be removed when the concrete has attained a compressive strength of min 6 MPa, deduced from the strength development of comparable test specimens cured under similar conditions
- 10 hours after concrete placing unless measures are taken to prevent excessive cooling and drying. These measures shall be agreed with the Employer's Representative

10.5.5 Design and Installation Criteria

Formwork and falsework shall be designed to withstand, safely and without distortion, all loads that will be applied before, during and after concrete placement. The design loads shall include wind, concrete, equipment and personnel. Formwork shall be designed to permit the concrete to be deposited as nearly as practicable directly in its final position and shall have access facilities that will allow inspection, checking and clean-up of the surface of the preceding concrete placement and inspection and vibration of the concrete.

10.6 Design Life and Grade of Concrete Lining in Tunnel

- Minimum Grade of concrete lining M30 conforming to IS 456
- Design life of tunnel lining 100 years

11 PAVEMENT

The Contractor shall furnish all materials, equipment and labour necessary for permanent roadwork. The design for the permanent roadwork will be provided by the Employer.

The Contractor shall design and furnish all materials, equipment and labour necessary for construction roads or tracks to other work sites, to spoil areas, to installation areas and to camps to the extent that he considers necessary for his activities. These roads shall be constructed at the minimum standard necessary for the Contractor to safely execute the Works. The layout and design for all temporary roadwork shall be provided by the Contractor and approved by the Employer before the work commences.

The Contractor shall place compacted and treated, if necessary, selected backfill, either from required excavations or approved borrow areas, to completed structures.

All permanent road work, materials, workmanship, quality, construction tolerances, testing and etc. shall be carried out in accordance with the "Specifications for Road and Bridge Works" by Ministry of Road Transport and Highways (MoRTH 2000), unless otherwise specified. This requirement applies to both the road outside the tunnel or portal buildings/structures as well as that inside these. The main Clauses of the "Specifications for Road and Bridge Works" (MoRTH 2000) which shall be applied will be summarized in detail specification.

The concrete pavement work shall consist of construction of unreinforced, dowel jointed, plain cement concrete pavement in accordance with the requirements of these Specifications and in conformity with the lines, grades and cross sections shown on the drawings. The work shall include furnishing of all plant and equipment, materials and labour and performing all operations in connection with the Work, as approved by the Employer's Representative.

Concrete in rigid or rigid composite pavements shall be of the class C32/40 XF4.

Prior to commencement of any concrete works the base layer shall be checked of adequate bearing capacity. The check has to be in appropriate time prior to commencement hence measures shall be taken contemporary and no time delay may occur.

If the thickness of the base layer is not in the range of the tolerances the base layer shall be corrected. If this is not possible, the base layer shall be fully replaced.

The base layer shall be clean and free of deleterious material.

The concrete slab shall be laid in two layers. The surface layer shall be laid monolithically with the lower layer. The surface layer shall be not less than 50 mm thick.

Sampling and testing for and compliance with the specified characteristic core strength of designed concretes shall be undertaken by compressive strength testing in accordance with BS EN 13877-2 on cores cut from the full depth of the slab.

12 WATER PROOFING SYSTEM

12.1 General

Sheet waterproofing membrane systems for the tunnel shall comprise of a geotextile fleece fixed to the primary lining substrate in combination with a sheet waterproofing membrane fastened to this; see Section 12.6 for details of installation.

Waterproofing shall be applied to crown and sidewalls above footing or invert arch level. The waterproofing membrane shall always be located between shotcrete support and final concrete lining. As the underground structures referred to be not immersed below a distinct groundwater table no membrane waterproofing will be provided for tunnel inverts.

The design life of the water proofing membrane shall be minimum 100 years.

Where the waterproofing system is to be divided into sectors, the water stops should be formed of material that can be welded to the sheet waterproofing membrane.

Additional drainage capacity shall be provided in case of water inflows in agreement with the Employer's Representative by studded drainage membrane made from thermoplastic material (dimpled sheet) attached prior to installation of the geotextile fleece or equivalent drainage layer approved by the Employer's Representative.

Waterproof membranes shall not be stored in direct sunlight prior to use. Waterproof membranes shall be protected from damage at all times especially during installation of reinforcement. The water proofing membrane shall have a signal layer to indicate damages due to handling and installation of reinforcement. The integrity of the signal layer shall be checked prior to concreting of final lining.

Fire protection measures during construction of water proofing system are required as but not limited to the following.

- The amount of membrane stored in the tunnel shall not exceed two working day's production to minimise the fire load stored underground.
- The installation length of the water proofing system in advance of the final lining shall not exceed 300 m, unless special measures are considered in agreement with the Employer's Representative.

12.2 Geotextile Fleece

The purpose of the geotextile fleece is to protect the sheet membrane against mechanical puncture and to provide a drainage path for any ground water along the rock side of water proofing system around the tunnel structure.

The geotextile fleece and the membrane shall be combined in accordance to the hydraulic requirements to drain the encountered water inflows. The geotextile fleece only provides low long term drainage capacity. If the hydraulic capacity of the geotextile fleece is not sufficient an additional drainage layer shall be installed.

The geotextile used in combination with dimpled sheet as strip drain is to protect the dimpled sheet and allows the inflow of ground water into the dimpled sheet drainage area.

The geotextile fleece shall be a non-woven fleece and shall provide a minimum weight of 500 g/m² in tunnel vault and 900 g/m² in tunnel invert if required and in C&C tunnels, in accordance to the Specification set forth in Fehler! Verweisquelle konnte nicht gefunden werden.

Table 22: Requirements of geotextile fleece

Description	Standard	Requirement	
		500 g/m ²	900 g/m ²
Mass per unit area	BS EN ISO 9864	≥ 500 g/m ²	≥ 900 g/m ²
Nominal weight	BS EN ISO 9864	≥ 556 g/m ²	≥ 1000 g/m ²
DSC analysis	BS EN ISO 11357-1 & -3	Tolerance of melting temperature <±10%	
Thickness under normal pressure	BS EN ISO 9863-1	Within the tolerances of the manufacturer	
2 kPa		M.7 mm	≥3.4 mm
200 kPa			
Tensile strength in longitudinal and transversal direction to the direction of production	BS EN ISO 10319	≥30 kN/m	≥50 kN/m
Elongation at break in longitudinal and transversal direction to the direction of production	BS EN ISO 10319	Within the tolerances of the manufacturer	
Elongation at maximum tensile force	BS EN ISO 10319	≥50%	
Static puncture	BS EN ISO 12236	≥3kN	≥7kN
Cone drop test	BS EN ISO 13433	<13mm	<7mm
Behaviour during oxidation	BS EN ISO 13438	design life of minimum 25 years in compliance with EN 13256	
Behaviour in basic environment (p ^h)	BS EN 14030 and BS EN ISO 10319	Decrease of tensile strength and elongation at break during design life of 25 years: ≤20%	
	BS EN ISO 11925-2 and BS		
Behaviour during fire	EN 13501-1	Class E	
Permeability in flow direction with 200 kPa	BS EN ISO 12958	≥ ^{^^^}	
Protection	BS EN 14574	[^] .1 mm	

The geotextile is to provide adequate protection from chemical aggression caused in the curing processes of concrete.

Water transmissivity of the geotextile fleece should be designed to suit expected volume of water ingress.

12.3 Fixing Element

The geotextile is fixed onto the substrate with non-projecting disks. The disks are secured through the geotextile and into the substrate with shot-fired nails.

The disks should be made of a compound that allows the sheet waterproofing membrane to be fully welded to the surface.

In order to prevent stresses being transferred from the secondary lining to the sheet waterproofing membrane, the resistance to failure in shear of the nails and disks must be less than the shear resistance of the sheet membrane itself.

All accessories and compounds of fixing elements, flashing, reinforcement for expansion joints, sealing flanges etc. shall be in accordance to the recommendations of the membrane’s manufacturer and compatible with the waterproofing system.

12.4 Layer with higher drainage capacity

If the hydraulic capacity of the geotextile fleece for water drainage is not sufficient due to significant water inflows an additional drainage layer shall be installed.

The layer shall have minimum drainage capacity of 360 l/(m*h) with applied pressure of 200 kPa and hydraulic gradient of 1.

Drainage elements with higher drainage capacity shall be in compliance with requirements laid down in Table 30.

Table 23: Requirements of drainage elements

Description	Standard	Requirement
Mass per unit area	BS EN ISO 9864	within the tolerances of the manufacturer
Tensile strength	BS EN ISO 10319	≥ 10 kN/m
Thickness under normal pressure:	BS EN ISO 963-1 (Method A)	2 kPa: within the tolerances of the manufacturer 200 kPa > 4 mm and ≤ 4 mm
Drainage capacity, hydraulic gradient 1, with thickness under normal pressure of 200 kPa (see above)	BS EN ISO 12958	≥ 360 l/(m*h) and 10 ⁻⁴ m ² /s respectively
Behaviour during fire	BS EN ISO 11925-2 and BS EN 13501-1	Class E

12.5 Waterproof Membrane

The waterproof membrane shall consist of a continuous impermeable heat-welded sheet of one of the following materials:

- soft polyvinyl chloride (PVC) unreinforced
- flexible polyolefin (FPO/TPO) unreinforced

The membrane as supplied shall be of such dimensions and shape as will result in the minimum

of on-site seam welds.

The installation of recycled membranes and/or membranes including DEHP (DOP) plasticizer is not permitted.

Unless otherwise stated in the Contract, the membrane shall conform to performance requirements and have properties shown in Table 31.

Table 24: Performance requirements of sheet waterproof membranes

Description	Standard	PVC-P	TPO
Identification	BS EN 13491	manufacturer, type, material, thickness, date of manufacture, CE marking including CE document	
Thickness including signal layer	BS EN 1849-2	min 2.0 mm for seepage water and min 3.0 mm for pressurized water	
Thickness of signal layer	BS EN 1849-2	≤ 0.2 mm	
Density	BS EN ISO 1183-1	tolerance <±0.005 g/cm ³	tolerance <±0.02 g/cm ³
Appearance	BS EN 1850-2	free from blisters, crack, external capsule and voids	
Straightness	BS EN 1848-2	≤ 50 mm	
Flatness	BS EN 1848-2	≤ 10 mm	
DSC analysis	BS EN ISO 113571 & -3	individual evaluation from diagram	
MFR Index (Melt Flow Index)	BS EN ISO 1133 Method A	tolerance <±15 % of nominal value	-
Tensile strength in longitudinal and transversal direction	BS EN ISO 527-1 & -3	M5 MPa	M2 MPa
Elongation at break	BS EN ISO 527-1 & -3	≥ 500 %	≥ 250 %
Youngs Modulus between 1 % and 2 % elongation in longitudinal and transversal direction	BS EN ISO 527-1 & -3	≤ 65 MPa	≤ 20 MPa
Static puncture	BS EN ISO 12236	≥2.8 kN	≥2.5 kN
Burst strength elongation multi-axial elongation test	BS EN 14151	≥50 % with 0 1.0 m ≥80 % with 0 0.4 m	≥50 % with 0 1.0 m ≥80 % with 0 0.4 m
Impact resistance (500 g), method A	BS EN 12691	nominal thickness 2.1 mm: fall height 750 mm nominal thickness 3.15 mm: fall height 1250 mm	
Long term compression strength	SIA-V 280 Test No. 14	impermeable during test duration of 48 h and 7 MPa	
Folding in cold environment	BS EN 495-5	no requirements	no cracks at -20°C
Behaviour during warming: Dimensional change Appearance	BS EN 1107-2 BS EN 1850-2	<2% (1h/100°C) no blistering	<2% (6h/80°C) no blistering
Resistance under water pressure	BS EN 1928 method B	5 bars at 1 hour	
Thermal ageing (70 d with 80°C)	BS EN 1296 (BS EN 1850-2, BS EN 1849-2, BS EN ISO 527-1 & -3)	no requirements	decrease of tensile strength <20% decrease of tensile elongation at break ≤20%

Description	Standard	PVC-P	TPO
Resistance to oxidation after 90 d with 85°C	BS EN 14575	decrease of tensile strength and elongation $\leq 20\%$	values shall be determined in agreement with Employer's Representative
Behaviour after storage in water with 50°C and 8 month	SIA-V 280 Test no 13	no requirements	Change of elongation at break $\leq 20\%$, change of mass $\leq 4\%$
Behaviour after storage in aqueous solutions (no 2), days with 23°C Ca(OH) ₂ (sat.); NaCl(10%)	BS EN 14415 (BS EN 1847, BS EN ISO 527-1 & -3)	decrease of tensile strength and elongation at break $\leq 25\%$	
Behaviour after storage in aqueous solutions (no 3) 90 days with 23°C, H ₂ SO ₃ (5-6%)	BS EN 1847 (BS EN ISO 527-1 & -3)	decrease of tensile strength and elongation at break $\leq 20\%$ no cracks at folding at -20°C	
Root resistance	DD CEN/TS 14416	No penetration	
Tear resistance	BS EN 12310-2	80 N/mm	
Water absorption	BS EN ISO 62	$< 4,0\%$	
Fire rating	BS EN ISO 11925-2 BS EN 13501-1	Class E	Class E
Smoke class	BS EN ISO 11925	E	
Welding	DVS 2225-5	accurate	
Peeling strength of welded seam	BS EN 12317-2	≥ 6 MPa	
Shear strength of welded seam	BS EN 12316-2	Failure shall appear outside welding seam	

Further guidance on test methods and requirements for mechanical properties and durability can be found in BS EN 13492:2004 (E): "Geosynthetic barriers - Characteristics required for use as a fluid barrier in the construction of tunnels and underground structures".

Where reinforced concrete is to be placed against the sheet waterproofing membrane, a signalling layer, to give a visual indication of any mechanical damage, shall be provided on the exposed surface of the waterproofing membrane. The signalling layer shall be such that it does not adversely affect the seam welds. The signalling layer shall be of the same material as the waterproofing membrane.

An additional waterproofing strip with a width of 50 cm shall be placed around the vault in the area of construction joints between two final lining blocks.

12.6 Installation

The manufacturer's instructions for installation of felt backing and waterproofing membrane, including procedures for preparation, fixing, welding and splicing, flashing shall be followed solely by the Contractor.

Prior to application of the geotextile fleece layer the primary lining shall be surveyed to confirm that it does not encroach into the designed extrados of the secondary lining. Any proposals to rectify areas of the primary lining shall be agreed with the Employer's Representative.

The shotcrete lining shall be constructed in a way that all bolts and anchors are fully covered

with shotcrete of the primary lining. The surface shall be prepared in accordance with the manufacturer's instructions. The surface shall be clean, smooth and free from any deleterious material. Except where indicated on the drawings, all fixtures shall be removed from the primary lining prior to application of the geotextile fleece layer. All core holes shall be backfilled with mortar to be flush with the surface of the primary lining.

Shotcrete cover of minimum 50 mm to rock is required.

For sheet waterproof membranes, the profile of the substrate (tunnel surface) shall not have any irregularities that exceed a ratio of length to depth of 5:1 for PVC-P waterproofing membranes and 10:1 for flexible TPO waterproofing membranes. The minimum radius shall be 200 mm. Transitions and intersections of tunnel profiles such as niches and cross passages shall be rounded off with a minimum radius of 500 mm. The substrate surface shall be free from protrusions or sharp edges which may lead to membrane puncture. Crushed aggregates of a grain size greater than 8 mm shall not be used.

Groundwater penetrating through the primary tunnel lining shall be collected and drained by appropriate measures. This drainage shall be maintained throughout the membrane placing process and shall be so arranged that excess water pressure behind the membrane cannot develop.

All shotcrete surface shall finally be smoothed with fine-graded shotcrete (rounded aggregates, grain size 0 - 8 mm), applied in a layer of 30 mm minimum thickness.

A layer of protective geotextile shall be attached to the substrate by suitable non-projecting fastenings installed directly through the geotextile fleece. When fixing the geotextile fleece overhead, sufficient fixings (minimum 2 to 4 elements per sqm) shall be installed to ensure the fleece is in close contact with the substrate and is self-supporting. The sheets shall overlap by at least 200 mm and jointed by point weld or equivalent method as approved by the Employer's Representative.

When placing the sheet waterproof membrane, no other Works shall be carried out in the vicinity which may cause personnel or equipment to come into contact with the sheet waterproof membrane before it has been protected. If it is likely that excessive dust may be generated in the vicinity of the Works (vehicle movements etc.), then dust suppression measures shall be put in place.

The sheet waterproof membrane shall be fixed to the tunnel structure by means of fastening devices which preserve the integrity of the sheet waterproof membrane. Sufficient fixings shall be installed to ensure the fleece is in close contact with the substrate and is self-supporting. No perforation of the membrane shall be allowed for installation purposes. The waterproofing membrane shall be laid with the signal layer towards the inside and with sufficient slack to prevent overstressing during concreting. All sheet waterproof membrane overlaps shall be

welded in accordance with the membrane manufacturer's instructions.

Where waterproof membrane has been installed in the tunnel invert, it shall be protected from any damage as soon as possible after testing.

Radial joints between sheets of sheet waterproof membrane shall be welded using flat-faced fillet welds. Two lines of weld shall be used on each joint forming a double seam of at least 15 mm wide, with the minimum sheet waterproof membrane overlap 80 mm for manual welding and 100 mm for automatic welding.

All welding personnel shall have certificate in compliance with the qualification testing of welders as per BS EN 13067.

If protrusions through the membrane are required, they shall be fitted with collars to maintain the water tightness of the system.

Star or cross joints shall be avoided.

The length of material roll shall be procured to enable a complete extrados to be installed as a continuous length. Longitudinal joints shall be avoided.

The placing of inner lining concrete sequence and processes shall be such that they do not displace or damage the geotextile fleece or sheet waterproofing membrane.

12.7 Checking

12.7.1 Field Trials

Field trials shall be made to demonstrate the capability of the equipment, workmanship, materials and application methods under field conditions.

The testing programme shall be started sufficiently early prior to installing the membrane to ensure that the required water-tightness can be achieved and allow repetition of the trials should the initial results prove unsatisfactory. All trials and acceptance tests shall be completed satisfactorily by the time installation commences.

Prior to construction, trials shall be carried out in order to establish the speed and temperature of joint welding required to achieve welds which are acceptable to the Employer's Representative. If hand-welded joints are proposed at junctions, then this type of weld shall be pre-tested and agreed with the Employer's Representative.

12.7.2 Construction Testing

On-going inspection of the waterproofing system shall be carried out and documented by the Contractor. The inspection documents shall be made forwarded to the Employer's Representative for review and approval.

A visual inspection of the sheet waterproof membrane shall be carried out as specified in Table

32. Areas where the sheet waterproof membrane is damaged shall be marked up, repairs carried out and tested in accordance with the manufacturer’s instructions.

All welded joints shall be tested in accordance with Table 32. Any joints that fail the test and require repair shall be marked with a permanent marker, at the time of the test.

Repairs and hand-welded joints shall be tested by hand-held vacuum chamber in accordance with Table.

Table 25: Construction testing for sheet waterproof membrane

Parameter	Test Method	Frequency	Pass Criteria
Coverage	Visual	A visual inspection to be carried out continuously while the membrane is applied	100% coverage
Double welded seam joints	DIN 16726	Every joint	Pressure drop not to be greater than 10% when a 2 bar (PVC-P) and 3 bar (TPE-O/TPO) pressure is applied for 10 minutes
Hand welding and repairs	ASTM D5641-94 (2006)	Every hand-weld and repair	Pressure drop not to be greater than 20% when a 0.3 bar pressure is applied for 10 minutes

A visual inspection of the fleece shall be carried out. Areas in which the substrate is still visible, or where the fleece is damaged, shall be marked up and an additional layer of fleece applied with a minimum lap of 200 mm around the area.

12.7.3 Failure Measures

Where tears, rips or defective joints in the geotextile fleece are noted, these shall be repaired with a minimum overlap of 200 mm.

Where tears, rips or defective joints in the sheet waterproof membrane are noted, these shall be repaired in accordance with manufacturer’s recommendations. These shall be tested by hand-held vacuum chamber in accordance with Table 32.

Any sheet waterproof membrane not meeting specified requirements shall be removed and replaced including any associated water management measures or smoothing layer. The cause of the problem shall be rectified before placing any further sheet waterproof membrane.

**Annexure - I "Guideline for Inner Shell Concrete", Austrian Society for Concrete-and
Construction Technology, 2006, Austria**

**Annexure - II "Guideline for Sprayed Concrete", Austrian Society for Concrete- and Construction
Technology, 2005, Austria.**

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CLAUSE 112 ARRANGEMENT FOR TRAFFIC DURING CONSTRUCTION

Sub-Clause 112.6 Measurement for Payment and Rates

CLAUSE 114 SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK

CLAUSE 115 METHODOLOGY AND SEQUENCE OF WORK

Sub-Clause 115.1 Submission of Method Statement

Sub-Clause 115.2 Approval of Proprietary Product/Process/System

CLAUSE 120 FIELD LABORATORY

Sub-Clause 120.3 Ownership

Sub-Clause 120.4 Maintenance

Sub-Clause 120.5 Rate

SECTION 200 Site Clearance

CLAUSE 201 CLEARING AND GRUBBING

CLAUSE 202 DISMANTLING CULVERTS, BRIDGES AND OTHER STRUCTURES/ PAVEMENTS

SECTION 300 Earthwork, Erosion Control and Drainage

CLAUSE 301 EXCAVATION FOR ROADWAY AND DRAINS

CLAUSE 304 EXCAVATION FOR STRUCTURES

CLAUSE 305 EMBANKMENT CONSTRUCTION

Sub-Clause 305.2.2.2 Borrow Materials

Sub-Clause 305.2.2.4 Compaction Requirements

Sub-Clause 305.3 Construction Operations

Sub-Clause 305.8 Measurement for Payment

CLAUSE 306 SOIL EROSION AND SEDIMENTATION CONTROL

SECTION 400 Sub-Bases, Bases (Non-Bituminous) and Shoulders

CLAUSE 401 GRANULAR SUB BASE

Sub-Clause 401.2.2 Physical Requirements

CLAUSE 406 WET MIX MACADAM SUB BASE/BASE

Sub-Clause 406.4 Opening to Traffic

SECTION 500 Base and Surface Courses (Bituminous)

Sub-Clause 501.2 Materials

Sub clause 501.2.1 Binder

Binder of VG-30 grade shall be used or if available viscosity grade of bitumen shall be used in accordance with IS:73

CLAUSE 505 DENSE BITUMINOUS MACADAM

CLAUSE 507 BITUMINOUS CONCRETE

Binder of CRMB-60 grade shall be used.

SECTION 800 Traffic Signs, Markings and Other Road Appurtenances

CLAUSE 803 ROAD MARKINGS

CLAUSE 806 ROAD DELINATORS

TECHNICAL SPECIFICATIONS

- 1** The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified in Volume-IX.
- 1.1** Site Information General
- 1.1.1** The information given hereunder and provided elsewhere in these documents is given in good faith by the Employer, but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.
- 1.1.2** The area in which the works are located is in hilly terrain, the project road starts from 33.161899° N and 75.800597° E and ends at 33.170924° N and 75.807764° E in the state of Jammu & Kashmir.
- 1.1.3** **Climatic Conditions**
- 1.1.3.1** The temperature in this region is as under:
- i)** During summer months, the temperature varies from 14°C to 30°C.
 - ii)** During winter months, the temperature varies from -2°C to 10°C.
 - iii)** The location receives about 300 mm of rain, with January the wettest month.
- 1.1.4** **Seismic Zone**
- The stretch lies in Seismic Zone-IV as defined in Fig. 18 of IRC: 6-2017.
- 2** **GENERAL REQUIREMENTS**
- The Technical Specifications in accordance with which the entire work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following:
- 2.1** **Part-I: General Technical Specifications**
- The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (Fifth Revision, April 2013), issued by the Ministry of Road Transport and Highways, Government of India and published by the Indian Roads Congress, henceforth called MORT&H Specifications and deemed to be bound into this document.
- 2.2** **Part-II: Supplementary Technical Specifications**
- The Supplementary Technical Specifications shall comprise of various Amendments/Modifications/ Additions to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" referred to in Part-I above and Additional Specifications for item of works which are not covered in Part-I.
- 2.2.1** A clause or a part thereof in "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Fifth Revision April 2013"), referred in Part-I above, where Amended/Modified/Added upon, and incorporated in Part-II, referred to above, such Amendment/Modification/ Addition supersedes the relevant Clause or part of the Clause.
- 2.2.2** The Additional Specifications shall comprise of specifications for item of works which not covered in Part-I.
- 2.2.3** When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.

2.2.4 In so far as Amended/Modified/Added Clause may come in conflict or be inconsistent with any of the provisions of the said MORT&H Specifications under reference; the Amended/Modified/Added Clause shall always prevail.

2.2.5 The following Clauses in the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Fifth Revision April 2013",) have been Amended/Modified/Added upon

Sr. No.	Section No.	Section Title	Clause No.
1.	100	General	102,106,108,109, 111,112,114,115 and 120
2.	200	Site Clearance	201 and 202
3.	300	Earthwork, Erosion Control and Drainage	301,304,305 and 306
4.	400	Sub-base, Bases (Non-Bituminous) and Shoulder	401and 406
4.	500	Bases and Surface Courses (Bituminous)	501,505 and 507
5.	800	Traffic signs, Markings and other Road Appurtenances	803 and 806
6.	2100	Open Foundations	2104

2.3 PART-III Specifications for Miscellaneous Works

Technical Specifications for Miscellaneous works shall be the latest "Specifications volume I to VI, 1996 for Civil Works and General Specifications for Electrical Works PART I - INTERNAL, PART - II, EXTERNAL for electric work 1994 as published by the Central Public Works Department (CPWD), Government of India" and deemed to be bound into this document.

2.3 The latest edition till 28 days before the final date of submission of the bid of all specifications / standard shall be applicable.

SCOPE OF WORKS

NHIDCL has been assigned the work of Consultancy Services for Preparation of Detailed Project Report and providing Pre-Construction activities for the construction of a Road Tunnel and its approaches enabling all weather connectivity along the stretches on NH-244 in the State of Jammu and Kashmir.

The works shall, inter alias, include the following, as specified or as directed:

Road Works

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/ parallel service road; bituminous pavements remodelling/construction of junctions, intersections, bus bays, lay bays; supplying and placing of drainage channels, flumes, guard posts, guard rails and other related items; construction/extension of cross drainage works, bridges, approaches and other related works; road markings, road signs and kilometre/ hectometre stones; protective works for roads/ bridges; all aspects of quality assurance of various components of works; rectification of the defects in the completed works during the Defect Liability Period; submission of "As built" drawings and any other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the Contract to insure safety.

Other Items

Execution of any other items of work for the construction and completion of the Works in accordance with the provisions of the Contract including all incidental items as well as preparation and submittal of reports, plans as may be required.

During the period of the Contract the right of way and all existing roads shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the works are always to be provided with safe and convenient access to their properties . Traffic control and traffic diversions shall be used as necessary to protect the works and maintenance will be carried out as directed by the Engineer and provided in the Contract.

Any other items as required to fulfil all contractual obligations as per the Bid Documents.

PART II

SUPPLEMENTARY TECHNICAL SPECIFICATION

AMENDMENTS/MODIFICATIONS/ADDITIONS TO EXISTING CLAUSES OF GENERAL TECHNICAL SPECIFICATIONS**SECTION 100 General**

CLAUSE 102 DEFINITIONS

The following abbreviations shall be added in this Clause: "MORT&H" :
Ministry of Road Transport & Highways

(Previously known as 'MOST', Ministry of Surface Transport)

"NHAI" : National Highways Authority of India

CLAUSE 106 CONSTRUCTION EQUIPMENT

Add the following sub para (g) and (h) after sub para (f)

- Adequate standby equipment including spare parts shall be available.
- All measuring devices and gauges shall be in good working condition. Measuring devices that can affect product quality shall be calibrated prior to use and at prescribed intervals against certified equipment. Calibration procedures shall be established, maintained and documented and corrective actions taken when results are unsatisfactory. Accuracy and fitness of measuring devices shall be ensured by proper maintenance.

CLAUSE 108 SITE INFORMATION

Sub-Clause 108.4 This clause shall be as follows:

"Identification of quarry sites and borrow areas shall be the responsibility of the Contractor. Materials procured from quarry sites and borrow areas identified by Contractor and to be used in Works must comply with the requirements of quality as stipulated in the Technical Specification for particular items of work."

CLAUSE 109 SETTING OUT

Sub-Clause 109.8 Delete the 2nd and 3rd sentences in Clause 109.8 and substitute the following:
"Setting out of the road alignment and measurement of angles shall be done by using Total Station."

CLAUSE 111 PRECAUTIONS FOR SAFEGUARDING THE ENVIRONMENT

Sub-Clause 111.1 General

Delete the text of Clause 111.1 in its entirety and substitute the following:

"The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the Works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory requirements including those prescribed elsewhere in this document.

The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising for the execution of the Works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated. All vehicles deployed for material haulage shall be spillage proof.

Haul roads shall be inspected at least once daily to clear any accidental spillage. In the event of any spoil, debris, wastes or any deleterious substance

from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material at no cost to the Contract and restore the affected area to its original state to the satisfaction of the Engineer.”

Sub-Clause 111.2 Borrow Pits for Embankment Construction

Delete the text of Clause 111.2 and substitute the following:

“Prior approval shall be sought from the concerned State Authorities, and the Contractor shall comply with all local environmental regulations. For all borrow areas, the actual extent of area/zones to be excavated shall be demarcated with the signboards and the operational areas shall be access controlled.

In the case of borrow from tank beds, a regrade/improvement of the inlet channels (at least up to 100m stretch) shall be undertaken in consultation with the concerned state government departments (the Minor Irrigation department of the State PWD) and local bodies. The Contractor shall ensure that excavation of tank beds is uniform over the entire area and that the finished profile of the bed is smooth.

In the case of borrow from the dry highlands, all borrow areas shall be reinstated by the formation gentle side slopes, re-vegetated and connected to the nearest drainage channel to avoid the formation of pools during/after the rainy seasons.

Plant and machinery used in the borrow areas shall conform to State noise emission regulations. All operation areas shall be water sprinkled to contain dust levels to the National Ambient Air Quality Standards.”

Sub-Clause 111.3 Quarry Operations

Delete the text of Clause 111.3 and substitute the following:

“Aggregates shall be sourced only from quarry sites that comply with the local/state environmental and other applicable regulations. Occupational safety procedures/practices for the work force in all quarries shall be in accordance with applicable laws. Quarry and crushing units shall have adequate dust suppression measures, such as sprinklers, in work areas and along all approach roads to the quarry sites. These shall preferable be located on the upwind side.”

Sub-Clause 111.5 Pollution from Hot-Mix Plant and Batching Plants

Delete the 1st sentence of Clause 111.5 and substitute the following:

“Bituminous hot mix plant and concrete batching plants shall be located at least one (1) km away from the sensitive receptors (schools, hospitals, etc.) and at least 500m from urban settlements, unless otherwise required by the statutory requirements.”

Sub-Clause 111.8.1 Environmental Protection:

Add the following sentences in the first paragraph of Sub Clause 111.8.1:

Water tankers with suitable sprinkling system shall be deployed along the haulage roads and in the work sites. Water shall be sprinkled regularly all along the routes to suppress airborne dusts from truck/dumper movements particularly on unpaved roads. Actual frequency will be agreed with the Engineer to suit site conditions.”

Sub-Clause 111.8.2 Air Quality

The Contractor shall device and implement methods of working to minimize

dust, gaseous and other air-borne emissions and carry out the Works in such a manner as to minimize adverse impacts on the air quality. Construction camps shall have facilities for LPG fuel. The use of firewood shall not be permitted.

The Contractor shall utilize effective water sprays during delivery, manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with applications of sprayed water during dry and windy weather. Stockpiles of materials or debris shall be dampened prior to their movement, except where this is contrary to the Specification.

Any vehicle with an open load-carrying area used for transporting potentially dust-producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards and shall be covered with clean tarpaulins in good condition. The tarpaulin shall be properly secured and extend at least 300mm over the edges of the side of the side and tail boards.

The Contractor shall monitor air-quality once weekly in all operational areas under the project and take the necessary steps to comply with the specified requirements. Air quality parameters will include SPM, RPM, SO₂, NO_x, HC and CO. operational areas include work sites, haulage roads, hot mix plants, quarries, crushing plants, stockpiles, borrow sites and spoil disposal sites.

Sub-Clause 111.8.3 Water Sources and Water Quality

The Contractor shall provide independent sources of water supply, such as bore wells, for use in the Works and for associated storage, workshop and work force compounds. Prior approval shall be obtained from the relevant State Authorities and all installations shall follow local regulations. Bore wells installed and used for the project shall be left in good operating condition for the use of NHAI and local communities. The Contractor shall prevent any interference with the supply to or abstraction from and prevent any pollution of water resources (including underground percolating water) as a result of the execution of the Works.

Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be re-used for dust suppression and rinsing. The Contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes and the likes from pollution as a result of the execution of the Works.

All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.

The Contractor shall at all times ensure that all existing stream courses and drains within, and adjacent to, the Site are kept safe and free from any debris and any materials arising from the Works. The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any water except with the permission of the Engineer and the regulatory authority concerned.

Work force camps shall have septic tank and soak away pits. Operational areas like POL storage areas/hot mix plant areas shall comply with local/state environmental regulations and safety procedures. Storage and handling areas shall be impervious and surrounded by an impervious lined drain to catch any accidental spills. Storm water shall be stored in lined holding tanks with oil,

grease-tapping facility prior to disposal in to nearby watercourses. The trappings and sludge of holding tanks shall be disposed off in accordance with the procedures approved by the local regulatory authority.

Sub-Clause 111.20 Control and Disposal of Wastes

The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be so controlled shall include, but shall not be limited to, all forms of fuels and engine oils, all types of bitumen, cement, and surplus aggregates, gravels, bituminous mixtures etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Engineer.

Spilling of oil and bituminous products during construction and transport shall be avoided to reduce the chances of contamination of surface as well as ground water.

Degraded materials shall be disposed of in a manner as approved by the Engineer and wastewater shall be disposed into septic tanks and soak pits etc. The Contractor shall make arrangements to cleanup spoil as soon as the work finishes in a stretch. If such sites are located outside the ROW, restoration of the site to a level acceptable to the land owner(s) will be carried out within a time period agreed between landowner(s) and the Contractor. Separators shall be used to separate POL materials from wastewater prior to discharging to the watercourses or as approved by the Engineer in conformance with directives and guidelines.

Disposal of solid waste materials shall be outlined in a plan for which environmental clearances shall be obtained from State environmental regulatory authorities. Potential locations for solid waste disposal are the natural depressions and borrow areas. The areas used for dumping of uncontaminated debris shall be covered with 300mm soil and shall be planted. Contaminated debris shall be dumped in depressions whose bed must be impervious e.g., stone quarry sites or depressions made impervious with 450mm thick impervious floor apron as per MORT&H Technical Specifications. Each successive 1.0m layers shall be covered with 500mm thick soil layer, and the area will be covered with 300mm thick layer and planted.

After Clause 111.12 add the following new Clauses 111.13 to 111.17

Sub-Clause 111.13 Haulage Roads

Existing roads used for hauling shall be strengthened and/ or widened by the Contractor in accordance with the requirements for normal and construction traffic.

Where such roads are not existing, the Contactor shall construct project specific single lane paved roads in settlement areas and gravel roads in open areas conforming to the Ministry of Road Transport and Highways (MORT&H) specifications.

The alignment of the haulage roads shall be fixed to avoid agricultural land to the extent possible. In unavoidable circumstances, suitable compensation shall be paid to the people whose land will be temporarily acquired for the duration of the operations. The compensation shall cover for loss of income for the duration of temporary acquisition and land restoration. Prior to the construction of the haul roads, topsoil shall be stripped and stockpiled for re-use.

Material dumping sites shall be access controlled to prevent the unauthorized entry of the people, grazing cattle and stray animals.

Haulage roads shall be reinstated upon completion of hauling for the use of local communities.”

Sub-Clause 111.14 Equipment and Vehicles used for the Works

Equipments and vehicles deployed for the construction activities shall not be older than 5 years. Equipments used for road and bridge works shall be based on new technology and shall generate noise and pollutants not exceeding the limits specified by the relevant State Authorities. Vehicles and machineries used for road and bridge works are to be regularly maintained to conform to the National Air Quality Standards. Blasting, if any, will be carried out using small charges.

Sub-Clause 111.15 Noise Control

The Contractor shall consider noise as an environmental constrain in the planning and execution of the Works.

The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the site shall not cause any unnecessary or excessive noise, taking in to account applicable environmental requirements. The Contractor shall use all necessary measures and shall maintains all plant and silencing equipment in good conditions so as to minimize the noise emission during construction works.

Any member of the work force likely to be exposed to beyond their threshold noise levels shall be provided with protective equipment, such as earplugs, and shall be rotated every four hours.

Construction operations shall be limited to daytime hours only, particularly in the settlement areas.

Sub-Clause 111.16 Vibration Control

The Contractor shall take measures during construction activities to control the movement of the work force and construction machinery/equipment, and to avoid/ minimize activities, which produce vibrations.

Sub-Clause 111.17 Measurement

Monitoring of Air/Water/Noise and Soil quality shall be paid as per numbers of samples tested. For Compliance of all other provisions made in this Clause 111, it shall be deemed to be incidental to the work and no separate measurement shall be made. The Contractor shall be deemed to have made allowance for such compliance with these provisions in the preparations of his prices for items of work included in the Bills of Quantities and full compensation for such compliance shall be deemed to be covered by them.”

CLAUSE 112 ARRANGEMENT FOR TRAFFIC DURING CONSTRUCTION

Sub-Clause 112.4 Traffic Safety and Control

Last line of Para 5 shall be read as under:

“The signs shall be of approved design and of reflector type.” **Add the following paragraph at the end of the clause:**

“Before commencement of any construction, the Contractor shall prepare and submit details of the arrangements for passing traffic during construction, design of barricades, signs, markings, lights, flags etc. conforming and satisfying the requirements of the “Guidelines on Safety in Road Construction Zones” of

IRC: SP 55-2001 and get the same approved by the Engineer.

Sub-Clause 112.6

Measurement for Payment and Rates

- a) The provision of treated shoulder including construction of temporary cross drainage structures, if required, as described in Clause 112.2 including their maintenance, dismantling and clearing debris, where necessary, shall be considered as incidental to the works and shall be Contractor's responsibility.
- b) The Construction of temporary diversion including temporary cross drainage structures as described in sub clause 112.3, shall be measured in linear meter and the unit contract rate shall be inclusive of full compensation for construction (including supply of material, labor, tools, etc.), maintenance as per sub clause 112.5, final dismantling, and disposal.
- c) All Traffic safety and control devices during construction as per sub clause 112.4 including providing, erecting and maintaining barrier, signs, markings, flags, lights and providing flag men etc. is included in item rate.

CLAUSE 114

SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK

Sub-Clause 114.2

Item (ii) of Clause 114.2 shall read as follows:

A detailed resource-based construction programme including resources planning using computerized critical path network method/PERT in a form, which facilitates control of the progress of the works and consequences of any changes in terms of time. The programme shall also include detailed network, activities for the submission and approval of materials, procurement of critical materials and equipment, fabrication of special products/ equipment and their installation and testing and for all activities of the Contractor that are likely to affect the progress of work etc. including updating all such activities on the basis of decisions taken at the periodic site review meetings or as directed by the Engineer. The Contractor shall submit data via electronic media to the Engineer in a form readily compatible with Engineer's planning system.

The first issue of the detailed construction programme including the detailed description of the system and the procedures shall be submitted to the Engineer for acceptance not later than 28 days after the date of receipt of the letter of acceptance.

The contractor shall submit to the Engineer for approval & consent, the updated & revised programme at every three months interval or as such as directed by the Engineer. The updated & revised programme shall be submitted showing the actual progress achieved (physical & financial) and the effects of the progress achieved on the timing of the remaining work including any change to the sequence of the activities

CLAUSE 115

METHODOLOGY AND SEQUENCE OF WORK

The Clause shall be substituted as follows:

Sub-Clause 115.1

Submission of Method Statement

The Contractor shall submit methods statement within 28 days after the date of letter of acceptance. The methods statement shall be submitted in two parts.

The General part of the methods statement shall describe the Contractor's proposals regarding preliminary works, common facilities, and items that require consideration at the early stage of the Contract. The General part shall be furnished along with the first issue of the construction programme (refer clause 114.2) and shall include information on:

- a) Sources of materials like coarse aggregate and fine aggregate, quantity and quality of materials available in different sources;
- b) Sources of manufactured materials like cement, steel, bitumen reinforcement, prestressing strands and bearings. Wherever possible the Contractor shall identify at least two sources for each of the items; he shall also submit test certificates of recently manufactured materials for the consideration of the Engineer.
- c) Locations of site facilities like batching plant, hot mix plant, aggregate processing plant, crushing plant etc.
- d) Details of facilities/approaches for transportation of men, equipment and materials for construction of pavements, foundations and substructure in riverbed, and plan for free traffic flow and safe drainage.
- e) Information on procedures to be adopted by the Contractor for prevention and mitigation of negative environmental impact due to construction activities.
- f) Any other information required by the Engineer subsequent to the scrutiny of method statement

The General part of the Q.A. Programme shall accompany the methods statement under sub-clause 105.3.

The Special part of the methods statement shall be submitted to the Engineer by the Contractor for each important item of work like construction of embankments and subgrade, pavements, pile/well foundations, concreting, prestressing, repair and rehabilitation of existing structures, concrete superstructure, dismantling of structures and pavement and for any other item as directed by the Engineer.

These statements shall give information on

- i) Details of personnel both for execution and quality control of the work.
- ii) Equipment deployment with details of number of units, capacity, standby arrangements
- iii) Sequence of construction, details of temporary or enabling works like, diversions, cofferdams, formwork including specialized formwork for superstructure, details of borrow areas, method of construction of embankment and subgrade, pavements, piles, wells, concreting procedures, details of proprietary process and products (e.g. details of prestressing systems, proprietary piling systems, bearings, expansion joints etc.) and details of equipment to be deployed. Wherever necessary, technical literature, design calculations and drawings shall be included in the methods statement.
- iv) Testing and acceptance procedures including documentation.
- v) Special part of the Q.A. Programme referred in clause 105.3 for the particular item of work shall be submitted along with the methods statement for the concerned activity.
- vi) Engineer shall examine and approve the methods statement or direct the Contractor to resubmit the statement with required modifications. The modified statement shall be submitted within 14 days of receipt of Engineer's comments.

The sole responsibility for the safety and adequacy of the methods adopted by the Contractor shall rest on the Contractor irrespective of any approval given

by the Engineer.

Sub-Clause 115.2 Approval of Proprietary Product/Process/System

Only proprietary products proven by International usage in comparable projects shall be permitted to be used. Fully authenticated details of licensing and collaboration arrangement shall be submitted by the manufacturer, where relevant.

Within 90 days of award of work the Contractor shall submit the following information for all proprietary products for approval by the Engineer.

- i) Name of manufacturer and name of product/ process/ system.

Complete details of the manufacturer of the product/ process/ system shall be furnished. Details of projects where similar product/process/system has been successfully used shall be furnished. Authenticated copies of license/collaboration agreement shall be furnished.

- ii) General features of the product/product process/ system.

Detailed write up with methods statements shall be furnished for each product/ process/ system. This shall include complete working drawings & installation drawings, technical specifications covering fabrication, materials, system of corrosion protection etc.,

- i) Details of product development and development testing.
- ii) Acceptance test and criteria.

Manufacturer shall submit a quality assurance system document. Details of acceptance test and criteria of acceptance shall be furnished in this document.

- i) Installation procedure.
- ii) Maintenance procedure and schedule.
- iii) Warranty proposal.

The Engineer may instruct any additional tests for the purpose of accepting the product. The charges of these additional tests shall be borne by the Employer only in case the product satisfies the specifications.

CLAUSE 120 FIELD LABORATORY

Sub-Clause 120.2 Description

Replace the words “indicated in the drawings” in the first sentence of second paragraph of this Clause with the words “per provisions indicated in this Clause and at a location approved by the Engineer.”

Replace “electric supply etc.” to the second sentence of first paragraph by “including uninterrupted power supply etc.”.

Delete the first sentence of second paragraph “The floor space in the drawing” and substitute the following:

“The floor space required for the field laboratory shall be not less than 200 sqm.

“The fourth sentence of second paragraphs “The furnishing In Table 100-2” shall read as under.

“A good semi furnished office accommodation shall be provided to the Material Engineers of the Supervision Team as per the direction of the Engineer.”

Add the following at the end of this Clause:

“There shall also be provided a concrete paved area, for storing samples adjacent to the laboratory, of about 100 sqm and another 75 sqm shall be suitably roofed with open sides giving protection against sun and rain.

Within 14 (fourteen) days of the commencement date, the Contractor shall prepare and submit a layout plan and details of the laboratory building and make/supplier of the equipment to the Engineer for his approval.

The field laboratory to be provided under the Contract shall be handed over to the Engineer in finished and fully equipped condition not later than 2 months after the receipt of Notice to Commence Work, and the field laboratory with all equipment/instrument shall be to the entire satisfaction of the Engineer. During the 2-month period starting from the Notice to Commence work, the laboratory tests shall be performed in another laboratory proposed by the Contractor and approved by the Engineer.

Laboratory Equipment

General

The items of laboratory equipment shall be provided in the field laboratory depending upon the items to be executed as per Table mentioned below instead of Table 100-2 shown in MORTH:

The following items of laboratory equipment shall be provided in the field laboratory:

The equipment and instruments shall be new and shall be quality certified by Bureau of Indian Standards (BIS).

Sr. No.	Sub No.	Item, Specifications	Nos. required
A: General			
(i)	Balance		
	(a)	7 kg to 10 kg capacity semi -self indicating Electronic Type –Accuracy 1 gm	2
	(b)	500 gm capacity semi-self-indicating Electronic Type – Accuracy 0.01 gm	2
	(c)	Chemical balance 100gm capacity - Accuracy 0.0001gm	1
	(d)	Pan balance 5 kg capacity - Accuracy 0.5 gm	2
	(e)	Platform Scale – 300 kg capacity	1
	(f)	Triple Beam balance-25kg capacity Accuracy 1gm	2
(ii)	Ovens – Electrically operated, thermostatically controlled		
	(a)	From 100°C to 220°C – Sensitivity	2
(iii)	Sieves, as per IS 460-1962		
	(a)	IS Sieves 450 mm internal dia. of sieve sets as per BIS of required sieve sizes complete with lid and pan	2 set
	(b)	IS sieve 200 mm internal dia. (brass frame and steel or brass wire cloth mesh) consisting of sieve sets of required sieve sizes complete with lid and pan	2 set
(iv)	Sieve shaker capable of taking 200 mm and 450 mm dia. Sieves electrically operated with time switch assembly (As per BIS)		1
(v)	200 tones compression testing machine		1
(vi)	Stop watches 1/5 sec. Accuracy		2
(vii)	Glassware comprising of Beakers, Pipettes, dishes, measuring cylinders (100 to 1000 cc capacity) glass rods and funnels, glass thermometers range 0°C to 100°C and		1 Dozen each

	metallic thermometers range 300°C	
(viii)	Hot plates 200 mm dia (1500 watt)	6
(ix)	Enamel trays	
	(a) 600 mm x 450 mm x 50 mm	10
	(b) 450 mm x 300 mm x 40 mm	10
	(c) 300 mm x 250 mm x 40 mm	6
	(d) Circular plates of 250 mm dia.	6
(x)	Water Testing Kit	1
(xi)	First Aid Box	1
(xii)	Spatula Set of 100 and 200 long	3
(xiii)	Digging Tools (pixels, shovel, fork etc.)	As reqd.
(xiv)	Miscellaneous tools (sledge hammer, lump hammer, wooden pegs etc.)	As reqd.
(xv)	Maximum and Minimum Thermometer	2 Set
(xvi)	Rain Gauge	1 Set
(xvii)	Timer 0-60 minutes with alarm & 1/5 sec accuracy.	3 Sets

B: For Soils and Aggregates		
(i)	Water still, 3 liter/hr with fittings and accessories	1
(ii)	Liquid limit device with Casagrande and ASTM grooving tools as per IS: 2720	1
(iii)	Sampling pipettes fitted with pressure and suction inlets, 10 ml Capacity	2 set
(iv)	Compaction apparatus (Proctor) as per IS: 2720 (Part 8) complete with collar, base plate and hammer	1 set
(v)	Modified AASHTO compaction apparatus as per IS. 2720 (Part 7) 1980 or Heavy Compaction Apparatus as per IS complete with collar, base plate and hammer	1 set
(vi)	Sand pouring cylinder with conical funnel and tap and complete as per IS 2720 (Part 28) 1980 including modified equipment	4
(vii)	Sampling tins with lids 100 mm dia x 75 mm ht ½ kg capacity and miscellaneous items like moisture, tins with lid (50 grams) etc	12
(viii)	Lab CBR testing equipment for conducting CBR testing, load frame with 5 Ton capacity, electrically operated with speed control as per IS: 2720 (Part 16), and consisting of following:	1 set
	(a) CBR moulds 150-mm dia – 175-mm ht complete with collar, base plate etc.	24
	(b) Tripod stands for holding dial gauge holder	24
	(c) CBR plunger with settlement dial gauge holder	1
	(d) Surcharge weight 147-mm dia 2.5 kg weight with central hole	48
	(e) Spacer disc 148-mm dia, 47.7-mm ht. With handle	3
	(f) Perforated plate (Brass)	24
	(g) Soaking tank for accommodating 24 CBR moulds	
	(h) Proving rings of 1000 kg, 2500 kg and 5000 kg capacity	1 each
	(i) Dial gauges, 25 mm travel- 0.01 mm/division	10
	(j) Aluminium Tis	
	50x30m	36 nos
	55x35m	36 nos
	70x45m	36 nos

	70x50m	36 nos
	80x50m	36 nos
(ix)	Standard Penetration test equipment	1
(x)	Nuclear Moisture Density Meter or equivalent	2
(xi)	Speedy moisture meter complete with chemicals	2
(xii)	Unconfined compression test apparatus	1 set
(xiii)	Aggregate Impact Test Apparatus	1
(xiv)	Aggregate Impact Test Apparatus as per IS 2386 (Part 4) 1963	1
(xv)	Los Angeles abrasion Test Apparatus as per IS 2386 (Part 4) 1963	1
(xvi)	Riffle Box of Slot size of 50mm as per ASTM C-136	1

C: For Bitumen and Bituminous Mixes		
(i)	Constant temperature bath for accommodating bitumen test specimen electrically operated and thermostatically controlled, 50-liter capacity temp. range ambient 80o C	2
(ii)	Penetrometer automatic type, adjustable weight arrangement and needles as per IS. 1203 - 1978	2
(iii)	Solvent extraction or centrifuge type apparatus complete (AASHTO, T-164) with extraction thimbles with stocks of solvent and filter paper	1
(iv)	Laboratory mixer including required accessories about .02 cum capacity electrically operated fitted with heating jacket	1
(v)	Marshall compaction apparatus automatically operated as per ASTM 1559-62 T and complete with electrically operated loading unit, compaction pedestal heating head assembly, dial micrometer and bracket for flow measurement, load transfer bar, specimen mould 100 mm dia. (4 in) with base plate, collars, specimen extractor, compaction hammer 4.53 kg (10 lb.) x457 mm (18 in) fall	1 set
(vi)	Distant Reading Digital Thermometer for Measuring Temperatures in Asphaltic Mixes	As required
(vii)	Riffle Box	1
(viii)	Automatic Asphalt Content Gauge [Nuclear are equivalent]	1
(ix)	Thin film Oven test apparatus to the requirement of AASHTO T 179, including accessories	1
(x)	Ring Ball Apparatus as per IS 1205- 1978	1
(xi)	Asphalt Institute Vacuum Viscometer as per IS 1206(part II) - 1978	1
(xii)	BS U- Tube Modified Reverse Floro Viscometer IS 1206(Part III) - 1978	1
(xiii)	Apparatus for Determination of Ductility Test as per IS 1208 - 1978	1
(xiv)	Pen Sky - Martars closed Tester for testing flashand fire point as per IS 1209 - 1978.	1
(xv)	Apparatus for Float Test - IS - 1210 - 1978	1
(xvi)	Apparatus for Determination of water content (Dean and Shark Method) IS - 1211 - 1978	1
(xvii)	Apparatus for Determination of Loss on Heading IS - 1212-1978.	1

(xviii)	Apparatus of Determination of specified Gravity IS- 1202-1978	1
(xix)	Core cutting machine with 100mm dia. Diamond cutting Edge	1
(xx)	Apparatus for Elastic Recovery test for Modified Bitumen	1
(xxi)	Apparatus for Storage Stability test for Modified Bitumen	1
(xxii)	Apparatus for Separation test for modified bitumen	1

D: For Cement, Cement Concrete and Materials			
(i)	Water still	1	
(ii)	Vicat needle apparatus for setting time with plungers, as per IS. 269-1967	1	
(iii)	Moulds		
	(a)	150 mm x 300 mm ht cylinder with capping component	As required
	(b)	150mmx150 mm x150mm cubical for compressive strength	As required
	(c)	150mmx100 mm x600mm beam for flexural strength	As required
(iv)	Concrete permeability apparatus	1	
(v)	High frequency mortar cube vibrator for cement testing	1	
(vi)	Concrete mixer power driven, 1 cu ft capacity	1	
(vii)	Variable frequency and amplitude vibrating table size 1 metre x 1 metre, as per the relevant British Standard	1	
(viii)	Flakiness & Elongation test apparatus	2each	
(ix)	Aggregate impact test apparatus as per IS 2386 (Part 4) 1963	2	
(x)	Los Angeles abrasion apparatus as per IS. 2386 (Part 4) 1963	1	
(xi)	Flow table as per IS 712-1973	1	
(xii)	(a)	Equipment for slump test	2
	(b)	Compaction factor test equipment	1
(xiii)	Equipment for determination of specific gravity for fine and coarse aggregate as per IS 2386 (Part 3) 1963	2	
(xiv)	Flexural attachment to compression testing machine	1	
(xv)	Core cutting machine with 150 mm dia. Diamond cutting edge	1	
(xvi)	Needle vibrator	1	
(xvii)	Vibrating hammer as per BS specification	1	
(xviii)	Air entrainment meter ASTM C - 231	1	
(xix)	0.5 Cft, 1 Cft cylinder for checking bulk density of aggregate with tamping rod	1	
(xx)	Soundness testing apparatus for cement	1	
(xxi)	Flexural Beam testing machine with accessories	1	
(xxii)	Chemicals solutions and consumable	As reqd.	
(xxiii)	Chloride Testing kit for chemical analysis of chloride content.	1	
(xxiv)	ION Exchange kit for rapid determination of sulphate content.	1	

E: For Control of Profile and Surface Evenness		
(i)	Digital Level complete with all accessories	2 sets
(ii)	Distomat or equivalent	2 Nos.
(iii)	Theodolite – Electronically operated with computerized output attachment	2 sets

(iv)	Total Station with all accessories		2 sets
(v)	Towed Fifth Wheel Bump Indicator		1 set
(vi)	3meter straight edge and measuring wedge		2 sets
	Camber templates 2 lane		
(vii)	String line Arrangement with paver and sensor powers		1
	(a)	Crown type cross-section	2 sets
	(b)	Straight run cross-section	2 sets
(viii)	Steel tape		
	(a)	5 m long	as reqd
	(b)	10 m long	as reqd
	(c)	20 m long	as reqd
	(d)	30 m long	as reqd
	(e)	50 m long	As reqd
	(e)	50 m long	As reqd
(ix)	Precision Staff		3 Sets

Note: The laboratory set-up must be complete including a set of reference standards, adequately staffed and operational to the satisfaction of the Engineer not later than 2 months from the date of receipt of Notice to commence the works.

Sub-Clause 120.3 Ownership

This Clause shall read as under:

“Land for the laboratory shall be provided by the Contractor.”

Sub-Clause 120.4 Maintenance

This Clause shall read as under:

“The Contractor shall arrange to maintain the field laboratory including sample store yards in a satisfactory manner until the issue of Taking over Certificate for the whole work. Maintenance includes all activities described in Clause 120.4 and maintenance of equipment and running of the same including chemicals and consumables.”

Sub-Clause 120.5 Rate

The construction, supply, installation, maintenance, and operation including all consumables like chemicals & reagents etc., and all other expenses involved in connection thereto for the field laboratory shall be incidental to the work, and shall not be paid for separately.

SECTION 200 Site Clearance

CLAUSE 201 CLEARING AND GRUBBING

Sub-Clause 201.1 Scope

Replace with following Para:

This work shall consist of cutting, excavating, removing, and disposing of all materials such as trees of girth up to 300 mm, bushes, shrubs, stumps, roots, grass weeds, rubbish etc. and top soil up to 150 mm, which in the opinion of Engineer is unsuitable for incorporation in the work including draining out stagnant water if any from the area of road land, drain, cross drainage structure and other area as specified in the drawing or instructed by Engineer. It shall include necessary excavation by harrow discs or any other suitable equipment, backfilling of the pits by suitable soil, resulting from uprooting of

trees & stumps and making the surface in proper grade by suitable equipment and compacted by power roller to required compaction as per Clause 305.3.4. The work also includes handling, salvaging and disposal of cleared material. Clearing and grubbing shall be performed less than one month in advance of earthwork operation and in accordance with requirement of these specifications.

CLAUSE 202 DISMANTLING CULVERTS, BRIDGES AND OTHER STRUCTURES/ PAVEMENTS

Sub-Clause 202.5 Disposal of Materials

The first paragraph of the sub clause shall read as below:

All materials obtained of dismantling/milling shall be the property of the Contractor for which he shall quote a rate for rebate in BOQ Bill No. 1, and the Contractor shall be free to use this material in work, or he may sell/dispose the material to as desired / deemed fit by him.

The existing pavement crust shall be reused as indicated below:

Contractor shall be free to use dismantled / milled material, as is where is basis, or by suitably modifying the material, or by crushing the material, or by breaking the material, and screening the same, provided it meets the specifications and is approved by the Engineer.

SECTION 300 Earthwork, Erosion Control and Drainage

CLAUSE 301 EXCAVATION FOR ROADWAY AND DRAINS

Sub-Clause 301.1 Scope

Add the following as second paragraph under this clause:

“The work shall also include excavation for channel training at culverts/bridges, excavation of existing shoulders and medians for purposes of widening the pavement and excavation of existing embankment for reconstruction to specification.”

CLAUSE 304 EXCAVATION FOR STRUCTURES

Sub-Clause 304.3.2 Excavation

At the end of 1st paragraph of Clause 304.3.2 inserts the following additional sentences:

“The Contractor shall ensure the stability and structural integrity of adjacent existing foundations and structures and if necessary shall, at his own expense, install temporary or permanent sheet piles, coffer dams, shoring or similar as support or protection to the satisfaction of the Engineer.”

CLAUSE 305 EMBANKMENT CONSTRUCTION

Sub-Clause 305.2 Material and General Requirements

Sub-Clause 305.2.1 Physical Requirements:

Sub-Clause 305.2.1.2 Add the following after second paragraph:

“Soils having medium and high swelling potential shall be defined based on Liquid Limit, Plastic Limit, Shrinkage Limit, Gradation, Free swelling Index, Field dry Density and Field Moisture Content and types of Clay minerals present in the soil and as directed by the Engineer. The location and the extent of these soils with medium to high swelling potential should be defined as directed by the Engineer.”

Sub-Clause 305.2.2.2 Borrow Materials

Para 1 of this Clause shall read as under:

” No borrow area shall be made available by the Employer for this work. The arrangement for the source of supply of the material for embankment and sub-grade as well as compliance to the different environmental requirements in respect of excavation and borrow areas as stipulated, from time to time, by the Ministry of Environmental and Forest, Government of India and the local bodies, as applicable, shall be the sole responsibility of the Contractor.”

Sub-Clause 305.2.2.4 Compaction Requirements

In Clause 305.2.2.4 delete Table 300-2 and substitute the following:

Table 300-2

Compaction Requirements of Embankment and Subgrade

Sr. No.	Type of Work/Material	Relative Compaction as %age of maximum laboratory dry density as per IS 2720 (Part 8)
1	Subgrade and earthen shoulders	Not less than 97%
2	Embankment	Not less than 95%
3	Expansive clays	Not allowed
4	Design CBR of Subgrade & Shoulder has been taken 8. The borrow earth used for subgrade material must satisfied the requirement of the design CBR of 8 %	

Para 2 of this Clause given below Table 300-2 shall read as under:

The contractor shall at least 21 working days before commencement of construction of embankment and the subgrade; submit the following to the Engineer for approval:

- (i) The values of maximum dry density and optimum moisture content obtained in accordance with IS: 2720 (Part 8) for each fill material proposed to be used in the construction of embankment and subgrade.
- (ii) The graphs of Density plotted against moisture content from which each of the values in (i) above of maximum dry density and optimum moisture content were determined.
- (iii) The dry density-moisture content-CBR relationships, heavy compactive efforts conforming to the IS 2770 (part 8) for each of the fill material proposed to be used in the subgrade.

The above information shall form the basis for compaction only upon its approval by the Engineer.”

Sub-Clause 305.3 Construction Operations

Sub-Clause 305.3.4 Compacting Ground Supporting Embankment/Subgrade

Para 1 of this clause shall be read as

“Where necessary the original ground shall be levelled, scarified, mixed with water and then compacted by rolling to facilitate placement of first layer of embankment so as to achieve minimum dry density as given in Table 300-2.

Sub-Clause 305.8 Measurement for Payment

Substitute Clause 305.8.1 shall be read as

"Earth embankment/sub-grade construction shall be measured separately by taking cross sections at intervals after clearing and grubbing and if necessary compaction of original ground before the embankment work starts and after its completion and computing the volumes of earthwork in cubic metres by the

method of average and areas."

CLAUSE 306 SOIL EROSION AND SEDIMENTATION CONTROL

Sub-Clause 306.4 Measurements for Payment

Substitute Clause 306.4 as follows:

"All temporary sedimentation and pollution control works shall be deemed as incidental to the earthwork and other items of work and as such no separate payment shall be made for the same."

SECTION 400 Sub-Bases, Bases (Non-Bituminous) and Shoulders

CLAUSE 401 GRANULAR SUB BASE

Sub-Clause 401.1 Scope

Add the following at the end of this Clause:

"A site trial shall be performed in accordance with Clause 901.16."

Sub-Clause 401.2.2 Physical Requirements

Add at the end of this clause as under:

The Contractor shall, at least 21 working days before the commencement of the construction of the sub-base course, submit to the Engineer, the results for approval of the laboratory testing on the physical properties defined above. The construction of the sub-base course shall be taken up only upon the Engineer's approval of the material.

Grading I of table 400-1 shall be adopted at site.

CLAUSE 406 WET MIX MACADAM SUB BASE/BASE

Sub-Clause 406.4 Opening to Traffic

The Clause shall be read as follows:

No vehicular traffic of any kind shall be allowed on the finished wet mix macadam surface.

SECTION 500 Base and Surface Courses (Bituminous)

Sub-Clause 501.2 Materials

Sub clause 501.2.1 Binder

Binder of VG-30 grade shall be used or if available viscosity grade of bitumen shall be used in accordance with IS:73

Sub-Clause 501.2.2 Delete "Crushed gravel or other hard material" from first Line of Para 1."

Para 3 is deleted.

CLAUSE 505 DENSE BITUMINOUS MACADAM

Sub-Clause 505.2.1 Bitumen

Binder of VG-30 grade shall be used or if available viscosity grade of bitumen shall be used in accordance with IS:73.

CLAUSE 507 BITUMINOUS CONCRETE

Sub-Clause 507.2.1 Bitumen

Binder of CRMB-60 grade shall be used.

SECTION 800 Traffic Signs, Markings and Other Road Appurtenances

CLAUSE 803 ROAD MARKINGS

Sub-Clause 803.2 Materials

This clause shall read as under:

“Road markings shall be hot applied thermoplastic compound and the materials shall meet the requirements as specified in Clause 803.4.

The road markings shall be laid in one layer with appropriate road marking machine approved by the Engineer. Before the road-marking machine is used on the permanent works, the satisfactory working of the machine shall be demonstrated on a suitable site, which is not part of the permanent works. The rate of application shall be checked and adjusted as necessary before application on a large scale is commenced, and thereafter daily.”

CLAUSE 806 ROAD DELINATORS

Sub-Clause 806.2 This clause shall read as follows:

- a) Triangular Object Marker shall be 300mm side with four red reflectors, made out of 2mm thick aluminum sheet, face to be fully covered by high intensity grade white retro reflective sheeting of encapsulated lens type as per clause 801. The background/ border/ symbols shall be made by screen-printing of desired colour as per sign details. The sign plate shall be fixed with 6mm dia. aluminium rivets on MS angle iron frame. The angle iron frame shall be made with angle of size 40mmx40mmx5mm. The sign shall be fixed with nut-bolts & welding on MS pipe 50mm dia (NB-MW) and 500mm high.
- b) Rectangular hazard marker 600mm x 300mm made out of 2mm thick aluminum sheet, face to be fully covered by high intensity grade white retro reflective sheeting of encapsulated lens type. The background/ border/ symbols shall be made by screen-printing of desired colour as per sign details. The sign plate shall be fixed with 6mm dia aluminium rivets on MS angle iron frame. The angle iron frame shall be made with angle of size 40mmx40mmx5mm. The sign shall be fixed to 80mm dia (NB-MW) MS pipe.
- c) Roadway Indicators shall be 1000mm high made with 100 mm dia. NB medium weight MS pipe. One reflector of high intensity grade retro reflective sheeting with encapsulated lens shall be provided on top of the reflector. The white & red reflector shall be provided alternatively of 40mm width, so that total width of reflector shall be 120mm. A wire mesh cover of 150mm height shall be provided on top.
- d) All components of signs & supports shall be thoroughly descaled, cleaned, primed and painted with two coats of epoxy paint. The sign backside shall be with grey colour and post shall be white colour/ alternate white & black bands. The post below ground shall be painted with three coats of red lead.

Clause 2100 Open Foundation

Sub-Clause 2104.1 Preparation of Foundation

Please add the following as a last para-

Considering the soil SBC as per Geotechnical report, 1 m of depth below the founding level of bridges shall be removed and replaced with granular sand. The cost of the excavation and sand shall be made from respective items.

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-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- (iii) All Materials works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

[Specify all the relevant documents]

2. Repair/rectification of Defects and deficiencies

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

3. Other Defects and deficiencies

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

4. Extension of time limit

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

5. Emergency repairs/restoration

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

6. Daily inspection by the Contractor

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

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP35. Report

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

8. Repairs on account of natural calamities

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

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, FHWA 2003 (http://www.tfsrc.com/pavement/lhttp/reports/03031/)	24-48 hours	MORT&H Specification 3004.2
	Cracking	Nil	< 5 % subject to limit of 0.5 sqm 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 % of area	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
	Raveling /Stripping	Nil	< 1 % of area	Daily	Scale, Tape, odometer etc.		7-15 days	IRC:82- 2015 read with IRC SP 81

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					
	Edge Deformation/ Breaking	Nil	< 1 m for any 100 m section and width < 0.1 m at any location, restricted to 30 cm from the edge	Daily			7- 15 days	IRC:82- 2015
	Roughness BI	2000 mm/km	2400 mm/km	Bi- Annually	Class I Profilometer	Class I Profilometer : ASTM E950 (98)	180 days	IRC:82- 2015
	Skid Number	60SN	50SN	Bi- Annually	SCRIM (Sideway- force Coefficient Routine Investigation Machine or equivalent)	:2004 -Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference	180 days	BS: 7941-1: 2006
	Pavement Condition Index	3	2.1	Bi- Annually	Machine or equivalent)	ASTM E1656 -94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	180 days	IRC:82- 2015
	Other Pavement Distresses			Bi- Annually			2-7 days	IRC:82- 2015
	Deflection/ Remaining Life			Annual ly	Falling Weight Deflectometer	IRC 115: 2014	180 days	IRC:115- 2014
Rigid Pavement (Pavement of MCW, Service Road, Grade structure, approaches of connecting road, slip roads, lay byes etc. as applicable)	Roughness BI	2200m m/km	2400mm /km	Bi- Annually	Class I Profilometer	ASTM E950 (98) :2004 and ASTM E1656 -94: 2000	180 days	IRC:SP:83- 2008
	Skid	Skid Resistance no. at different speed of vehicles		Bi- Annually	SCRIM (Sideway- force	IRC:SP:83-2008	180 days	IRC:SP:83- 2008
		Minimum SN		traffic Speed (Km/h)	Coefficient Routine Investigation Machine or equivalent)			
		36		50				
		33		65				

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						
		32		80					
		31		95					
		31		110					
Embankment/ Slope	Edge drop at shoulders	Nil	40m m	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC	7-15 days	MORT&H Specification 408.4	
	Slope of camber/cross fall	Nil	<2% variation in prescribed slope of camber/cross fall	Daily			7-15 days	MORT&H Specification 408.4	
	Embankment Slopes	Nil	<15 % variation in prescribe side slope	Daily			7-15 days	MORT&H Specification 408.4	
	Embankment Protection	Nil	Nil	Daily			NA	7-15 days	MORT&H Specification
	Rain Cuts/Gullies in slope	Nil	Nil	Daily Specially During Rainy Season			NA	7-15 days	MORT&H Specification

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

Table -2: Maintenance Criteria for Rigid Pavements:

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
CRACKING						

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
1	Single Discrete Cracks Not intersecting with any joint	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 7days
			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 15days
			5	w > 3 mm.		
2	Single Transverse (or Diagonal) Crack intersecting with one or more joints	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 15days
			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 > 1 m. Within 7 days	
			4	w = 3.0 - 6.0 mm	Dowel Bar Retrofit. Within 15 days	Full Depth Repair Dismantle and reconstruct affected. Portion with norms and specifications - See Para 5.5 & 9.2 Within 15days
			5	w > 6 mm, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full depth	
3	Single Longitudinal Crack intersecting with one or more joints	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 15days
			2	w = 0.5 - 3.0 mm, discernible	Route seal and stitch, if	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
				from fast vehicle	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	
			5	w > 12 mm, usually associated with spalling, and/or slab rocking under traffic		
			4	Multiple Cracks intersecting with one or more joints	w = width of crack	0
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				Dismantle, Reinstall subbase, Reconstruct whole slab as per specifications within 30 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	Seal with epoxy seal with epoxy
			2	w < 1.5 mm; L < 0.6 m, only one		Within 7 days

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
				corner broken	Within 7 days	
			3	$w < 1.5$ mm; $L < 0.6$ m, two corners broken	Partial Depth (Refer Figure 8.3 of IRC:SP: 83-2008)	Full depth repair Reinstatement sub-base, and reconstruct the slab as per norms and specifications within 30days
			4	$w > 1.5$ mm; $L > 0.6$ m or three corners broken	Within 15 days	
			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 ²)	0	Nil, not discernible		No Action
			1	$w < 0.5$ mm; $L < 3$ m/m ²	Applicable, as it may be full depth	Seal with low viscosity epoxy to secure broken parts. Within 15days
			2	either $w > 0.5$ mm or $L < 3$ m/m ²		
			3	$w > 1.5$ mm and $L < 3$ m/m ²		
			4	$w > 3$ mm, $L < 3$ m/m ² and deformation		Full depth repair - Cut out and replace damaged area taking care not to damage reinforcement. Within 30days
			5	$w > 3$ mm, $L > 3$ m/m ² and deformation		
7	Raveling or Honeycomb type surface	r = area damaged surface/total surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	Short Term	Long Term
					No action.	Not Applicable
			1	$r < 2$ %	Local repair of areas damaged and liable to be damaged.	
			2	$r = 2 - 10$ %	Within 15 days	
			3	$r = 10-25$ %	Bonded Inlay, 2 or 3 slabs if affecting.	
			4	$r = 25 - 50$ %		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
					Within 30 days	
			5	$r > 50\%$ and $h > 25$ mm	Reconstruct slabs, 4 or more slabs if affecting.	
					Within 30 days	
8	Scaling	r = 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.	Not Applicable
			2	$r = 2 - 10\%$		
			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.	Not Applicable
			1	$t > 1$ mm	Monitor rate of deterioration	
			2	$t = 1 - 0.6$ mm		
			3	$t = 0.6 - 0.3$ mm	Diamond Grinding 50% or more slabs in a continuous stretch of minimum 5 km.	
			4	$t = 0.3 - 0.1$ mm		
			5	$t < 0.1$ mm	Within 30 days	
10	Popout (Small Hole), Pothole Refer Para 8.4	n = number/m ²	0	$d < 50$ mm; $h < 25$ mm; $n < 1$ per 5 m ²	No action.	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
		= diameter h = maximum depth	1	$d = 50 - 100 \text{ mm}; h < 50 \text{ mm}; n < 1$ per 5 m^2	Partial depth repair 65 mm deep. Within 15 days	Not Applicable
			2	$d = 50 - 100 \text{ mm}; h > 50 \text{ mm}; n < 1$ per 5 m^2		
			3	$d = 100 - 300 \text{ mm}; h < 100 \text{ mm}; n < 1$ per 5 m^2		
			4	$d = 100 - 300 \text{ mm}; h > 100 \text{ mm}; n < 1$ per 5 m^2		
			5	$d > 300 \text{ mm}; h > 100 \text{ mm}; n > 1$ per 5 m^2		
Joint Defects						
11	Joint Seal Defects	loss or damage L = Length as % total joint length	0	Difficult to discern.	Short Term No action.	Long Term Not Applicable
			1	Discernible, $L < 25\%$ but of little immediate consequence with regard to ingress of water or trapping incompressible material.	Clean joint, inspect later.	Not Applicable
			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; $w > 3 \text{ mm}$ negligible protection against ingress of water and trapping incompressible material.	Clean, widen and reseal the joint. Within 7 days	
			0	Nil, not discernible	No action.	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action		
					For the case $d < D/2$	For the case $d > D/2$	
12	Spalling of Joints	w = width on either side of the joint L = length of spalled portion (as % joint length)	1	w < 10 mm	Apply low viscosity epoxy resin/ mortar in cracked portion. Within 7 days	Not Applicable	
			2	w = 10 - 20 mm, L < 25%			
			3	w = 20 - 40 mm, L > 25%			Partial Depth Repair. Within 15 days
			4	w = 40 - 80 mm, L > 25%			30 - 50 mm deep, h = w + 20% of w, within 30 days
			5	w > 80 mm, and L > 25%			50 - 100 mm deep repair. H = w + 20% of w. Within 30 days
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 30days	
			4	f = 12 - 18 mm	Raise sunken slab. Strengthen subgrade and sub-base by grouting and raising sunken slab	Replace the slab as appropriate.	
			5	f > 18 mm		Within 30days	
14	Blowup or Buckling	h = vertical displacement from normal profile	0	Nil, not discernible	Short Term No Action	Long Term	
			1	h < 6 mm			
			2	h = 6 - 12 mm	Install Signs to Warn Traffic		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			3	$h = 12 - 25 \text{ mm}$	within 7 days	
			4	$h > 25 \text{ mm}$	Full Depth Repair. Within 30 days	
			5	shattered slabs, ie 4 or more pieces	Replace broken slabs. Within 30 days	
15	Depression	h = negative vertical displacement from normal profile L = length	0	Not discernible, $h < 5 \text{ mm}$	No action.	Not Applicable
			1	$h = 5 - 15 \text{ mm}$		
			2	$h = 15-30 \text{ mm}$, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	$h = 30 - 50 \text{ mm}$		
			4	$h > 50 \text{ mm}$ or > 20% joints	Strengthen subgrade. Reinstate pavement at normal level	
			5	$h > 100 \text{ mm}$	if $L < 20 \text{ m}$. Within 30 days	
16	Heave	h = positive vertical displacement from normal profile. L = length	0	Not discernible. $h < 5 \text{ mm}$	Short Term No action.	Long Term scrabble
			1	$h = 5 - 15 \text{ mm}$	Follow up.	
			2	$h = 15 - 30 \text{ mm}$, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	$h = 30 - 50 \text{ mm}$		
			4	$h > 50 \text{ mm}$ or > 20% joints	Stabilise subgrade.	
			5	$h > 100 \text{ mm}$	Reinstate pavement at normal level if length < 20 m. Within 30 days	
17	Bump	h = vertical displacement from normal profile	0	$h < 4 \text{ mm}$	No action	
			1	$h = 4 - 7 \text{ mm}$	Grind, in case of new construction within 7 days	Construction Limit for New Construction.

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			3	$h = 7 - 15 \text{ mm}$	Grind, in case of ongoing Maintenance within 15 days	Replace in case of new construction. Within 30days
			5	$h > 15 \text{ mm}$	Full Depth Repair. Within 30 days	Full Depth Repair. Within 30days
18	Lane to Shoulder Dropoff	f = difference of level	0	Nil, not discernible < 3mm	Short Term No action.	Long Term
			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	For any 100 m stretch Reconstruct shoulder, if affecting 25% or more of stretch. Within 30days
			4	f = 50 - 75 mm		
			5	f > 75 mm		
Drainage						
19	Pumping	quantity of fines and water expelled through open joints and cracks Nos/100 m stretch	0	not discernible	No Action	
			1 to 2	slight/ occasional Nos < 10%	Repair cracks and joints Without delay.	Inspect and repair sub-drainage at distressed sections and upstream.
			3 to 4	appreciable/ Frequent 10 - 25%	Lift or jack slab within 30 days.	
			5	abundant, crack development > 25%	Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab.	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
					Within 30 days	
20	Ponding	Ponding on slabs due to blockage of drains	0-2	No discernible 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	Specification 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	Manual Measurement with Odometer along with video/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: Removal of obstruction/improvement of deficiency at the earliest Speed 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										
		<table border="1"> <thead> <tr> <th>Design Speed, kmph</th> <th>Desirable Minimum Sight Distance (m)</th> <th>Safe Stopping Sight Distance (m)</th> </tr> </thead> <tbody> <tr> <td>100</td> <td>360</td> <td>180</td> </tr> <tr> <td>80</td> <td>260</td> <td>130</td> </tr> </tbody> </table>						Design Speed, kmph	Desirable Minimum Sight Distance (m)	Safe Stopping Sight Distance (m)	100	360	180	80	260	130
		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 2 months-	IRC:35-2015									
	Day time Visibility	During expected life Service Time Cement Road - 130mcd/m ² /lux Bituminous Road - 100mcd/m ² /lux	Monthly	As per Annexure-D of IRC:35-2015	Re - painting	Cat-1 Defect - within 24 hours Cat-2 Defect - within 2 months	IRC:35- 2015									
	Night Time Visibility	Initial and Minimum Performance for Dry Retro reflectivity during night time: <table border="1"> <thead> <tr> <th>Design Speed</th> <th>(RL) Retro Reflectivity (mcd/m²/lux)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Design Speed	(RL) Retro Reflectivity (mcd/m ² /lux)			Bi-Annually	As per Annexure-E of IRC:35-2015	Re - painting	Cat-1 Defect - within 24 hours Cat-2 Defect - within 2 months	IRC:35-2015					
Design Speed	(RL) Retro Reflectivity (mcd/m ² /lux)															

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
		Initial (7 days)	Minimum Threshold level (TL) & warranty period required up to 2 years					
		Up to 65	200	80				
		65-100	250	120				
		Above 100	350	150				
		Initial and Minimum Performance for Night Visibility under wet condition (Retro reflectivity):						
		Initial 7 days Retro reflectivity: 100 mcd/m ² /lux Minimum Threshold Level: 50 mcd/m ² /lux						
	Skid Resistance	Initial and Minimum performance for Skid Resistance: Initial (7days): 55BPN Min. Threshold: 44BPN *Note: shall be considered under urban/city traffic condition encompassing the		Bi-Annually	As per Annexure-G of IRC:35-2015		Within 24 hours	IRC:35-2015

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
		locations like pedestrian crossings, bus bay, bus stop, cycle track intersection delineation, transverse bar markings etc					
Road Signs	Shape Position and	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 shape is Damaged. Relocation as per requirement of	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.	change of signboard	15 Days in case of Gantry/Cantilever Sign boards 48 hours in case of Mandatory Signs, Cautionary and Informatory Signs (Single and Dual post signs) 1 Month in case of Gantry/Cantilever Sign boards	RC:67-2012
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	Functionality: Functioning of Kerb painting as intended	Daily	Visual with video/image backup	Kerb Repainting	Within 7-days	RC 35:2015
Other Road	Reflective	Numbers and Functionality as				Within 2 months	IRC:SP:84-

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
Furniture	Pavement Markers (Road Studs)	per specifications in IRC:SP:84-2014 and IRC: 35-2015, unless specified in Schedule-B.	Daily	Counting	New Installation		2014, IRC:35-2015
	Pedestrian Guardrail	Functionality: Functioning of guardrail as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:84-2014
	Traffic Safety Barriers	Functionality: Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014, IRC:119-2015
	End Treatment of Traffic Safety Barriers	Functionality: Functioning of	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014, IRC:119-2015
	Attenuators	Functionality: Functioning of	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119-2015
	Guard Posts and Delineators	Functionality: Functioning of Guard Posts and Delineators as intended	Daily	Visual with video/image backup	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	Functionality: 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	Improvement in Lighting System	24 hours

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
		No major failure in the lighting system	Daily	luxmeter	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
Trees and Plantation including median plantation	Obstruction in a minimum head-room of 5.5 m above carriageway or obstruction in visibility of road signs	No obstruction due to trees	Monthly	Visual with video/image backup	Removal of trees	Immediate	IRC:SP:84-2014
	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	Daily	Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 84-2014
Rest Areas	Cleaning of-toilets		Daily	-	-	Every 4 hours	
	Defects in			-	Rectification	24 hours	

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
	electrical, water and sanitary installations	-	Daily				
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 Aid Posts and other works		Daily		Rectification	15 days	IRC:SP 84-2014
	Free waterway/unobstructed flow section	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 and IRC SP:13-2004
Pipe/box/slab culverts	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
		Spalling of					

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
	Structurally sound	concrete not more than 0.25 sqm Delamination of concrete not more than 0.25 sq.m. Cracks wider than 0.3 mm not more than 1m aggregate length	Bi-Annually	Detailed inspection of all components of culvert as per IRC SP:35-1990 and recording	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 2800
	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.
Bridges including ROBs Flyovers 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
Bridge - Super Structure	Bumps	No bump at expansion joint	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC on either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment	15 days	MORT&H Specification 3004.2 & 2811.
	User safety						

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
	(condition of crash barrier and guard rail)	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	3days	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 Br 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, investigation causes for cracks development and carry out necessary rehabilitation.	48 Hours	IRC SP: 40-1993 and MORTH Specification 2800.
				Detailed			

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
	Rainwater seepage through deck slab	Leakage - nil	Quarterly	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 in every 10 years for spans more than 40 m	Load test method	Carry out major rehabilitation works on bridge to retain original design loads 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 in every 5 years for spans more than 30m and every 10 years for spans between 15 to 30 m	Laser displacement sensors or laser vibro-meters	Strengthening structure of super	4 months	AASHTO LRFD specifications
	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.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
	Debris and dust in strip seal expansion joint	No dust debris expansion 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 surveys as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	Cleaning of drainage spouts thoroughly. Replacement of missing/broken down take pipes with a minimum pipe extension of 500mm below soffit of slab. Providing sealant around the drainage spout if any leakages observed.	3 days	MORTH specification 2700.
Bridge-substructure	Cracks/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	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with defect noticed	30 days	IRC SP: 40-1993 and MORTH specification 2800.
		Delamination of bearing reinforcement not more	Bi-Annually	Detailed condition survey	In case of failure of even one bearing on	3 months	MORTH specification

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
	Bearings	than 5%, cracking or tearing of rubber not more than 2 locations per side, no rupture of reinforcement or rubber		as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	any pier/abutment, all the bearings on that pier/abutment shall be replaced, in order to get uniform load transfer on to bearings.		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 Rivers.	Suitable protection works around pier/abutment	1 month	IRC SP: 40-1993, IRC 83-2014, MORTH specification n 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.
		sq.m, damage to solid apron (concrete apron) not more than 1sq.m				weeks before onset of rainy season whichever is earlier.	

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

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

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

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

Table 5: Repair/Rectification of Defects and deficiencies in the Tunnel

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

Nature of Defect or deficiency		Time Limit for repair/rectification
(a)	Tunnel lighting (Street lighting and Telecom ATMS)	
(i)	Any major failure of the system	24 hrs
	Faults and minor failures	8hrs
(b)	Tunnel Ventilation System	
(i)	Any major Failure of the system	No Major Failure
(ii)	Faults and minor failures	Immediate
(c)	Tunnel Traffic Control System	
(i)	Any major Failure of the system	No Major Failure
(ii)	Faults and minor failures	Immediately within 1 hour
(d)	Tunnel Power Supply System (Mains)	
(i)	Any major Failure of the system	No Major Failure
(ii)	Faults and minor failures	½ hour
(e)	Tunnel CCTV Monitoring System	
(i)	Any major Failure of the system	No Major Failure
(ii)	Faults and minor failures	1 hour
(f)	Tunnel Fire Safety System	Contingency plan involving routine checkup so as to ensure that there is no major failure
(i)	Any major Failure of the system	No Major Failure

Schedule - F

(See Clause 4.1 (vii)(a))

Applicable Permits

1. Applicable Permits

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

Schedule – G

(See Clauses 7.1 and 19.2)

Annex-I

(See Clause 7.1)

Form of Bank Guarantee

[Performance Security/Additional Performance Security]

[DG(RD)&SS,

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

- (A) ___[name and address of contractor] (hereinafter called the “**Contractor**”) and [name and address of the authority], (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for the construction of the ***** 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) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs..... cr. (Rupees crore) (the “**Guarantee Amount**”).
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the 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, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from

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

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

§ Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

Annex – II

(Schedule - G)

(See Clause 19.2)

Form for Guarantee for Advance Payment

[DG(RD)&SS,

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

- (A) [name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [name and address of the authority], (hereinafter called the “**Authority**”) for the construction of the ***** 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 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called “**Advance Payment**”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. ----- cr. (Rupees crore) and the amount of this Guarantee is Rs. ----- cr. (Rupees ----- crore) (the “**Guarantee Amount**”)\$.
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the Guarantee Amount.

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

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.

\$ The Guarantee Amount should be equivalent to 110% of the value of the applicable installment.

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.

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 and Site Clearance	5.510%	A - Widening and strengthening of existing road	
		(1) Earthwork up to top of sub-grade	0.000%
		(2) Sub-Base Course	0.000%
		(3) Non Bituminous Base Course	0.000%
		(4) Bituminous Base Course	0.000%
		(5) Wearing Coat	0.000%
		(6) Widening and repair of culverts	0.000%
		B.1 - Reconstruction/New 2-lane realignment/bypass (Flexible pavement)	
		(1) Earthwork up to top of sub-grade	0.000%
		(2) Sub-Base Course	0.000%
		(3) Non Bituminous Base Course	0.000%
		(4) Bituminous Base Course	0.000%
		(5) Wearing Coat	0.000%
		Site Clearance	0.012%
		B.2 - Reconstruction/New 2-lane realignment/bypass (Rigid pavement)	
		(1) Earthwork up to top of the sub-grade	42.684%
		(2) Sub Base Course	8.590%
		(3) Dry Lean Concrete (DLC) Course	11.014%
		(4) Pavement Quality Control (PQC) Course	37.700%
		C.1 - Reconstruction/New service road (Flexible pavement)	
		(1) Earthwork up to top of the sub-grade	0.000%
		(2) Sub Base Course	0.000%
		(3) Non-Bituminous Course	0.000%
(4) Bituminous Base Course	0.000%		
(5) Wearing Coat	0.000%		
C.2 - Reconstruction/New service road			

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		(Rigid pavement) (1) Earthwork up to top of the sub-grade (2) Sub Base Course (3) Dry Lean Concrete (DLC) Course (4) Pavement Quality Control (PQC) Course D - Re-Construction and New culverts on existing road, realignments, bypasses: (1) Culverts (length < 6m)	0.000% 0.000% 0.000% 0.000% 0.000%
Minor Bridges/ Underpasses/Overpasses	0.000%	A.1-Widening and repair of minor bridges (length > 6m and < 60m) Minor Bridges A.2- New minor bridges (i) Foundation +Sub- Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers up to the abutment/pier cap. (ii) Super-structure: On completion of the superstructure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect. (iii) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use. (iv) Guide Bunds and River Training Works: On completion of Guide Bunds and river Training Works complete in all respects B.1-Widening and repair of underpasses/overpasses underpasses/overpasses B.2- New Underpasses/ Overpasses: (i) Foundation +Sub - Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/pier cap. (ii) Super-structure: On completion of the superstructure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests	0.000% 0.000% 0.000% 0.000% 0.000% 0.000% 0.000% 0.000% 0.000%

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		on completion etc. complete in all respect. Wearing Coat (a) in case of Overpass-wearing coat including expansion joints complete in all respects as specified and (b) in case of underpass-rigid pavement including drainage facility complete in all respects as specified.	
		(iii) Approaches: On completion of approaches including Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	0.000%
Major Bridge (Length > 60m) works and ROB/RUB/Elevated sections/Flyovers including Viaducts, if any	15.938%	A.1- Widening and repairs of Major Bridges	
		(i) Foundation	0.000%
		(ii) Sub-structure	0.000%
		(iii) Super-structure: (including bearings)	0.000%
		(iv) Wearing Coat including expansion joints	0.000%
		(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%
		(vi) Wing walls/return walls	0.000%
		(vii) Guide Bunds, River Training works etc.	0.000%
		(viii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%
		A.2- New Major Bridges	
		(i) Foundation	18.107%
		(ii) Sub-structure	23.404%
		(iii) Wing walls/return walls	0%
		(iv) Super-structure: (including bearings)	53.038%
		(v) Wearing Coat including expansion joints	1.842%
		(vi) Miscellaneous Items like hand rails, crash barriers, road markings etc.	1.809%
		(vii) Guide Bunds, River Training works etc.	0.000%
(viii) Approaches (including Retaining walls, stone pitching and protection works)	1.800%		
B.1 -Widening and repairs of (a)			

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		ROB	
		(b) RUB	
		(i) Foundation	0.000%
		(ii) Sub-structure	0.000%
		(iii) Super-structure (including bearings)	0.000%
		(iv) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	0.000%
		(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%
		(vi) Wing walls/return walls	0.000%
		(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%
		B.2 -New (a) ROB	
		(b) RUB	
		(i) Foundation	0.000%
		(ii) Sub-structure	0.000%
		(iii) Super-structure (including bearings)	0.000%
		(iv) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	0.000%
		(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%
		(vi) Wing walls/return walls	0.000%
		(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%
		C.1 -Widening and repairs of Elevated Section/Flyovers/ Grade Separators	
		(i) Foundation	0.000%
		(ii) Sub-structure	0.000%
		(iii) Super-structure (including bearings)	0.000%
		(iv) Wearing Coat including expansion joints.	0.000%
		(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%
		(vi) Wing walls/return walls	0.000%
		(vii) Approaches (including Retaining	0.000%

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		walls, stone pitching and protection works)	
		C.2 -New Elevated Section/Flyovers/ Grade Separators	
		(i) Foundation	0.000%
		(ii) Sub-structure	0.000%
		(iii) Super-structure (including bearings)	0.000%
		(iv) Wearing Coat including expansion joints.	0.000%
		(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%
		(vi) Wing walls/return walls	0.000%
		(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%
		Tunnel	70.428%
		Investigation & Design	2.135%
		Portals Northern	1.639%
		Southern	1.639%
		Main Tunnel	85.725%
		Site Facility	3.202%
		Electro and Mechanical Equipment	5.660%
		(i) Toll plaza	0.000%
		(ii) Road side drains	2.314%
		(iii) Road signs, markings, km stones, safety devices, ...	3.849%
		(iv) Project Facilities	
		a) Bus bays	0.000%
		b) Truck lay-byes	0.000%
		c) Rest areas	0.000%
		d) others	0.000%
		(v) Roadside plantation	0.000%
		(vi) Repair of protection works other than approaches to the bridges, elevated sections/ flyovers/grade separators and ROBs/RUBs.	
		a) Breast Wall	0.000%
		b) Retaining Wall	58.776%
		c) Slope Protection work via rock bolting	34.040%
(viii) Miscellaneous	1.021%		

1.3 Procedure of estimating the value of work done

1.3.1 Road works

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

Table 1.3.1

Stage of Payment	Percentage - Weightage	Payment Procedure
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Stage of Payment	Percentage - Weightage	Payment Procedure
A - Widening and strengthening of existing road		
(1) Earthwork up to top of sub-grade	0.000%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.
(2) Sub-Base Course	0.000%	
(3) Non Bituminous Base Course	0.000%	
(4) Bituminous Base Course	0.000%	
(5) Wearing Coat	0.000%	
(6) Widening and repair of culverts	0.000%	Cost of completed culverts shall be determined pro rata basis with respect to the total no. of culverts. The payment shall be made on the completion of at least five culverts.
B.1 - Reconstruction/New 2-lane realignment/bypass (Flexible pavement)		
Site Clearance		
(1) Earthwork up to top of the sub-grade	0.000%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km. length, whichever is less.
(2) Sub Base Course	0.000%	
(3) Non-Bituminous Course	0.000%	
(4) Bituminous Base Course	0.000%	
(5) Wearing Coat	0.000%	
B.2 - Reconstruction/New 2-lane realignment/bypass (Rigid pavement)		
(1) Earthwork up to top of the sub-grade	42.684%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in 10% of full length or 50 m length, whichever is less.
(2) Sub Base Course	8.590%	
(3) Dry Lean Concrete (DLC) Course	11.014%	
(4) Pavement Quality Control (PQC) Course	37.700%	
C.1 - Reconstruction/New service road (Flexible pavement)		
(1) Earthwork up to top of the sub-grade	0.000%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km. length, whichever is less.
(2) Sub Base Course	0.000%	
(3) Non-Bituminous Course	0.000%	
(4) Bituminous Base Course	0.000%	
(5) Wearing Coat	0.000%	
C.2 - Reconstruction/New service road (Rigid pavement)		
(1) Earthwork up to top of the sub-grade	0.000%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km. length, whichever is less.
(2) Sub Base Course	0.000%	
(3) Dry Lean Concrete (DLC) Course	0.000%	
(4) Pavement Quality Control (PQC) Course	0.000%	
D - Re-Construction and New culverts on existing road, realignments, bypasses:		
(1) Culverts (length < 6m)	0.000%	Cost of each culvert shall be determined on pro rata basis with

Stage of Payment	Percentage - Weightage	Payment Procedure
		respect to the total number of culverts. Payment shall be made on the completion of at least five culverts.

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

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

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
A.1-Widening and repair of minor bridges	0.000%	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)		
A.2- New minor bridges		
(i) Foundation +Sub- Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers up to the abutment/pier cap.	0.000%	(i) Foundation +Sub- Structure: Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges. Payment against 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.
(ii) Super-structure: On completion of	0.000%	(ii) Super-structure:

Stage of Payment	Weightage	Payment Procedure
1	2	3
the superstructure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.		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.
(iii) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.000%	(iii) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches in all respect as specified in the column of "Stage of Payment" in this sub-clause.
(iv) Guide Bunds and River Training Works:		(iv) Guide Bunds and River Training Works:
On completion of Guide Bunds and river Training Works complete in all respects	0.000%	Payment shall be made on pro-rata basis on completion of a stage i.e. completion of Guide Bunds and River training Works in all respects as specified.
B.1-Widening and repair of underpasses/overpasses	0.000%	Cost of each underpass/overpass shall be determined on pro rata basis with respect to the total linear length of the underpasses/overpasses Payment shall be made on the completion of widening & repair works of a underpass/overpass.
B.2- New Underpasses/ Overpasses:		
(i) Foundation +Sub - Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers up to the abutment/pier cap.	0.000%	(i) Foundation +Sub- Structure: Cost of each Underpass/Overpass shall be determined on pro rata basis with respect to the total linear length (m) of the Underpasses/Overpasses. Payment against foundation + substructure 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 Underpasses/Overpasses subject to completion of at least two foundations along with sub-structure up to abutment/pier cap level each underpass/overpass. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Super-structure: On completion of the superstructure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	0.000%	(ii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure of at least one span in all respects as specified in the column of "Stage of Payment" in this sub-clause.
Wearing Coat (a) in case of Overpass-wearing coat including expansion joints complete in all respects as specified and (b) in case of underpass- rigid pavement including drainage facility complete in all respects as specified as specified.	0.000%	

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(iii) Approaches: On completion of approaches including Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	0.000%	(iii) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches in all respect as specified.

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

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
A.1- Widening and repairs of Major Bridges		
(i) Foundation	0.000%	(i) Foundation: Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on prorata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge subject to completion of at least two foundations of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.000%	(ii) Sub-Structure: Payment against Substructure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of substructure of the major bridge subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the major bridge.
(iii) Super-structure: (including bearings)	0.000%	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.
(iv) Wearing Coat including expansion joints	0.000%	(iv) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	(v) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.000%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Guide Bunds, River Training works etc.	0.000%	(vii) Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.
(viii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	(viii) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
A.2- New Major Bridges		
(i) Foundation	18.107%	(i) Foundation: Payment against Foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 5% of the scope of foundation of the major bridge.
(ii) Sub-structure		(ii) Sub-Structure:
	23.404%	Payment against Substructure shall be made on pro-rata basis on completion of a stage i.e. not less than 5% of the scope of substructure of the major bridge.
(iii) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(iv) Super-structure: (including bearings)	53.038%	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.
(v) Wearing Coat including expansion joints	1.842%	(iv) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	1.809%	(v) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. on 25% completion in all respects as specified.
(vi) Guide Bunds, River Training works etc.	0.000%	(vii) Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.
(viii) Approaches (including Retaining walls, stone pitching and protection works)	1.800%	(viii) Approaches: Payments shall be made on completion of each approach including stone pitching, protection works, etc. complete in all respects as specified.
B.1 -Widening and repairs of (a) ROB (b) RUB		
(i) Foundation	0.000%	(i) Foundation: Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUBs. Payment against foundation shall be made on prorata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the ROB/RUB subject to completion of at least two foundations of the ROB/RUB. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(ii) Sub-structure	0.000%	(ii) Sub-Structure: Payment against Substructure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of substructure of the ROB/RUB subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the ROB/RUB.
(iii) Super-structure (including bearings)	0.000%	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.
(iv) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	0.000%	(iv) Wearing Coat: Payment shall be made on completion of (a) in case of ROB-wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	(v) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.000%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	(vii) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
B.2 -New (a) ROB (b) RUB		

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(i) Foundation	0.000%	<p>(i) Foundation: Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUBs. Payment against foundation shall be made on prorata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the ROB/RUB subject to completion of at least two foundations of the ROB/RUB. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.</p>
(ii) Sub-structure	0.000%	<p>(ii) Sub-Structure: Payment against Substructure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of substructure of the ROB/RUB subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the ROB/RUB.</p>
(iii) Super-structure (including bearings)	0.000%	<p>(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.</p>
(iv) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	0.000%	<p>(iv) Wearing Coat: Payment shall be made on completion of (a) in case of ROB-wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified as specified.</p>
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	<p>(v) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.</p>

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(vi) Wing walls/return walls	0.000%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	(vii) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
C.1 -Widening and repairs of Elevated Section/Flyovers/ Grade Separators		
(i) Foundation	0.000%	(i) Foundation: Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structure. Payment against foundation shall be made on prorata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the Structure subject to completion of at least two foundations of the Structure. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.000%	(ii) Sub-Structure: Payment against Substructure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of substructure of the Structure subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the Structure.
(iii) Super-structure (including bearings)	0.000%	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.
(iv) Wearing Coat including expansion joints.	0.000%	(iv) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	(v) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.000%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	(vii) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
C.2 -New Elevated Section/Flyovers/ Grade Separators		
(i) Foundation	0.000%	(i) Foundation: Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structure. Payment against foundation shall be made on prorata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the Structure subject to completion of at least two foundations of the Structure. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.000%	(ii) Sub-Structure: Payment against Substructure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of substructure of the Structure subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the Structure.
(iii) Super-structure (including bearings)	0.000%	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.

<u>Stage of Payment</u>	<u>Weightage</u>	<u>Payment Procedure</u>
1	2	3
(iv) Wearing Coat including expansion joints.	0.000%	(iv) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	(v) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.000%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	(vii) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.

Note:

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

1.3.4 Tunnel

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

Table 1.3.4 (A)

Sl No.	Item	Weightage in Percentage to the Contract Price of the tunnel portion	Stage for Payment	Percentage weightage to Particular Item(Col.2)
1	2	3	4	5
Investigation and Design				
A-1: Investigation & detail Design		2.135%		
1	Portal	Northern	A1- Temporary Dewatering Arrangement	1.302%
			A2- Open Excavation and Earthwork (Loose excavation, rock excavation, rip rap layer on embankment, Gabion etc.)	20.244%
			A3- Primary support measures (Bolts & Anchors, Shotcrete &	40.295%
		1.639%		

Sl No.	Item	Weightage in Percentage to the Contract Price of the tunnel portion	Stage for Payment	Percentage weightage to Particular Item(Col.2)		
1	2	3	4	5		
			Wire Mesh)			
			A4- Permanent Dewatering (PVC pipes, perforated PVC pipes, precast concrete slots channel elements, dimpled sheets between permanent lines of C&C tunnel length and backfill material, water-proofing membrane etc.)	5.608%		
			A5-Concrete Works (PVC water stop serrated with Central bulb, etc.)	32.551%		
			A6- Pavement			
			A7-Construction of buildings			
			Southern	1.639%	B1- Temporary Dewatering Arrangement	1.302%
					B2- Open Excavation and Earthwork (Loose excavation, rock excavation, rip rap layer on embankment, Gabion etc.)	20.244%
	B3- Primary support measures (Bolts & Anchors, Shotcrete & Wire Mesh)	40.295%				
	B4-Permanent Dewatering Arrangement	5.608%				
	B5-Concrete Works (PVC water stop serrated with Central bulb, etc.)	32.551%				
	B6- Pavement					
	B7-Construction of buildings					
	2	Main Tunnel	85.725%	A1- Temporary Dewatering Arrangement	0.448%	
				A2- Underground Excavation for tunnel in Support Category dominating the Face Area including Drilling and Grouting	41.026%	
A3- Permanent Dewatering Arrangement				7.612%		
A4- Primary Support Measures (Bolts & Anchors, SFRS, Steel Ribs, Lattice girders, precast lagging)				18.104%		
A5-Concrete Works (Permanent concrete lining and Reinforcement)				28.257%		

Sl No.	Item	Weightage in Percentage to the Contract Price of the tunnel portion	Stage for Payment	Percentage weightage to Particular Item(Col.2)
1	2	3	4	5
			A6-Instrumentation and Monitoring	0.498%
			A7-Pavement (PQC, DLC & GSB)	4.055%
3	Site Facility	3.202%	S&T: A- Site Facility	100%
4	Electro Mechanical Equipment and	5.660%	Delivery of equipment at site	20.0%
			Installation of equipment at site	40.0%
			Commissioning of equipment at site	40.0%

Procedure for estimating the value of tunnel works done shall be as follows:

Table 1.3.4 (B)

Stage of Payment	Percentage - weightage	Payment Procedure
A-Investigation and Design		Unit of measurement in submission of Detailed Design and Investigation report complete payment shall be made on the completion and approval of the same.
(a) Investigation & Detail Design	2.135%	
B-Portal		Unit of measurement is completion of portal. The payment shall be made on the completion of portals.
(a) Northern	1.639%	
(b) Southern	1.639%	
C- Main Tunnel	85.725%	Unit of measurement is linear length-meter. Payment of each stage shall be made on pro rata basis of completion of a stage in a continuous length of 10 meter.
D- Site Facility Costs	3.202%	Site Facility cost 30% of the cost shall be paid on the commencement of mined tunnel excavation provided the Contractor has completed the components of works to the extent mentioned in the Milestone-I of Schedule-J of this Agreement. The balance amount shall be paid in quarterly installments in each year over the remaining construction period.
E- Electro and Mechanical Equipment	5.660%	On delivery, installation and commissioning of E&M equipment in the ratio of 40:30:30.

1.3.5 Other works.

Procedure for estimating the value of other works done shall be as stated in table 1.3.5.

Table 1.3.5

Stage of Payment	Weightage	Payment Procedure
(i) Toll plaza	0.000%	Unit of measurement is each completed toll plaza. Payment of each toll plaza shall be made on pro rata basis with respect to the total of all toll plazas.
(ii) Road side drains	2.314%	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 05 % (five per cent) of the total length.
(iii) Road signs, markings, km stones, safety devices, ...	3.849%	
(iv) Project Facilities		
a) Bus bays	0.000%	Payment shall be made on pro rata basis for completed facilities.
b) Truck lay-byes	0.000%	
c) Rest areas	0.000%	
d) others	0.000%	
(v) Roadside plantation	0.000%	Unit of measurement is linear length.
(vi) Repair of protection works other than approaches to the bridges, elevated sections/ flyovers/grade separators and ROBs/RUBs.		Payment shall be made on pro rata basis on completion of a stage in a length of not less than 05% (five per cent) of the total length.
a) Retaining Wall	58.776%	
b) Slope Protection work via rock bolting	34.040%	
(vii) Safety and traffic management during construction	0.000%	Payment shall be made on pro-rata basis every six months.
(viii) Miscellaneous	1.021%	On completion of work.

2. Procedure for payment for Maintenance

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

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

Schedule - I

(See Clause 10.2 (iv))

Drawings

1. Drawings

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

2. Additional Drawings

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

Annex - I

(Schedule - I)

List of Drawings

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. GENERAL LAYOUT PLAN

Tunnel Layout Plan and L-Section

Tunnel Cross Section

B. TUNNEL GEOLOGICAL DRAWINGS

Geological Layout Plan

Geological L-Section

Geological Cross Section

C. TUNNEL CIVIL DRAWINGS

Excavation and Support Drawings

Instrumentation Details

Detailed Drawing of Concrete Outline and Reinforcement

Drawings of clearance profile and installations without invert slab

Drawings of clearance profile and installations with invert slab

Detailed Drawings of Tunnel lighting.

Drawings of Tunnel system and installations

D. BRIDGE

General Arrangement Drawing

Detailed Drawings of Structures/Bridges

E. 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

F. 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, filter material, chute drain and energy dissipation basin-std

Details of double head metal beam crash barrier

Details for 200 meter 1 km & km post

Detail for boundary stone & guard post

Drain retaining wall & kerb

Gabion wall

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 **255** (Two hundred and fifty-five) 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 **435** (four hundred and thirty-five) 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 **615** (Six hundred and Fifteen) 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 **730** (Seven hundred and thirty) day from the Appointed Date.
- (ii) On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

6. Extension of time

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

Schedule - K

(See Clause 12.1 (ii))

Tests on Completion**1. Schedule for Tests**

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

2. Tests**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 Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.
- (iv) Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards, except tests as specified in clause 5, but shall include measuring the reflectivity of road markings and road signs; and measuring the illumination level (lux) of lighting using requisite testing equipment.

B. Tunnel

- (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) 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.

C. 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.

4. Completion Certificate

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

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

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

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

Schedule - L

(See Clause 12.2)

Completion Certificate

- 1 I, (Name of the Authority’s Engineer), acting as the Authority’s Engineer, under and in accordance with the Agreement dated (the “**Agreement**”), for [construction of the ****section (km ** to km **) of National Highway No. ***] (the “**Project Highway**”) on Engineering, Procurement and Construction (EPC) basis through..... (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.
- 2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the Project Highway is hereby declared fit for entry into operation on this the day of 20... , Scheduled Completed

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

SIGNED, SEALED AND DELIVERED

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

(Signature)

(Name) (Designation) (Address)

Schedule - M

(See Clauses 14.6, 15.2 and 19.7)

Payment Reduction for Non-Compliance**1. Payment reduction for non-compliance with the Maintenance Requirements**

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

2. Percentage reductions in lump sum payments on monthly basis

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

S. No.	Item/Defect/Deficiency	Percentage
(a)	Carriageway/Pavement	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	Road, Embankment, Cuttings, Shoulders	
(i)	Edge drop, inadequate cross fall, undulations, settlements, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	Bridges and Culverts	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%
(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
(d)	Tunnel	
(i)	Tunnel lighting (Street lighting and Telecom ATMS)	
	➤ Any major/ minor faults and failure of the system	15%
(ii)	Tunnel Ventilation system	
	➤ Any major/ minor faults and failure of the system	10%
(iii)	Tunnel Traffic Control system	
	➤ Any major/ minor faults and failure of the system	10%
(iv)	Tunnel Power Supply system	
	➤ Any major/ minor faults and failure of the system	10%
(v)	Tunnel CCTV monitoring system	
	➤ Any major/ minor faults and failure of the system	10%
(vi)	Tunnel Fire Safety system	
	➤ Any major/ minor faults and failure of the system	12.5%
(e)	Roadside Drains	
(i)	Cleaning and repair of drains	5%
(f)	Road Furniture	

(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5 th km stones	5%
(g)	Miscellaneous Items	
(i)	Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(h)	Defects in Other Project Facilities	5%

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

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

Where,

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

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

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

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

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

Schedule - N

(See Clause 18.1 (i))

Selection of Authority's Engineer

1. Selection of Authority's Engineer

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

2. Terms of Reference

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

3. Appointment of Government entity as Authority's Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Authority's Engineer; provided that such entity shall be a body corporate having as one of its primary functions the provision of consulting, advisory and supervisory services for engineering projects; **or the Authority may itself at as a Authority's Engineer for the project.**

Annex - I

(Schedule - N)

Terms of Reference for Authority's Engineer**1. Scope**

(i) These Terms of Reference (the “**TOR**”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated (the “**Agreement**), which has been entered into between the [name and address of the Authority] (the “**Authority**”) and (the “**Contractor**”)# for [Two-Laning] of the **** section (km ** to km **) of National Highway No. ** in the State of *** on Engineering, Procurement, Construction (EPC) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

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

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

2. Definitions and interpretation

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

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

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

3. General

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

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

(a) any Time Extension;

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

(c) the Termination Payment; or

(d) issuance of Completion Certificate or

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

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

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

(v) The Authority’s Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.

(vi) In the event of any disagreement between the Parties regarding the meaning, scope and

nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4. Construction Period

- (i) During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the 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 Industry Practice for quality assurance.
- (x) The Authority's Engineer shall test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the

Contractor.

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

5. Maintenance Period

- (i) The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.
- (ii) The Authority's Engineer shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.
- (iii) The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.

(iv) In respect of any defect or deficiency referred to in Paragraph 3 of Schedule- E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

(v) The Authority's Engineer shall examine the request of the Contractor for closure of any lane(s) of the Project Highway for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5.

6. Determination of costs and time

(i) The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

(ii) The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.

(iii) The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5.

7. Payments

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

(ii) Authority's Engineer shall -

(a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and

(b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.

(iii) The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

(iv) The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

8. Other duties and functions

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

9. Miscellaneous

(i) A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.

(ii) The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

- (iii) Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.
- (iv) The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
- (v) The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

Schedule - O

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

Forms of Payment Statements**1. Stage Payment Statement for Works**

The Stage Payment Statement for Works shall state:

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

2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

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

3. Contractor's claim for Damages**Note:** The Contractor shall submit its claims in a form acceptable to the Authority.

Schedule - P

(See Clause 20.1)

Insurance**1. Insurance during Construction Period**

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

2. Insurance for Contractor's Defects Liability

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

3. Insurance against injury to persons and damage to property

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

The insurance cover shall be not less than: **Rs. 1,00,00,000/- (One Crore only)**

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

4. Insurance to be in joint names

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

Schedule-Q

(See Clause 14.10)

Tests on Completion of Maintenance Period

1. Riding Quality test:

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

2. Visual and physical test:

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

Schedule-R

(See Clause 14.10)

Taking Over Certificate

I, (Name and designation of the Authority’s Representative) under and in accordance with the Agreement dated (the “**Agreement**”), for [construction of the ****section (km ** to km **) of****] (the “**Project Highway**”) on Engineering, Procurement and Construction (EPC) basis through (Name of Contractor), hereby certify that the Tests on completion of Maintenance Period in accordance with Article 14 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I hereby certify that the Authority has taken over the Project highway from the Contractor on this day.....

SIGNED, SEALED AND DELIVERED

(Signature)

(Name and designation of Authority’s Representative)

(Address)

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