



# **National Highways and Infrastructure Development Corporation Ltd.**

## **Technical Schedules**

**FOR**

**Package-V** - Improvement to 2 Lane with paved shoulder / 4 lane of NH-40 section from Km 151+330 to Km 163+400 (design Km 63+530 to Km 71+520) design length 7.99 Km in the State of Meghalaya on EPC Mode under JICA loan Assistance” -Balance Work

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD  
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)**

**January, 2024**

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NEW DELHI – 110001

## SCHEDULE - A

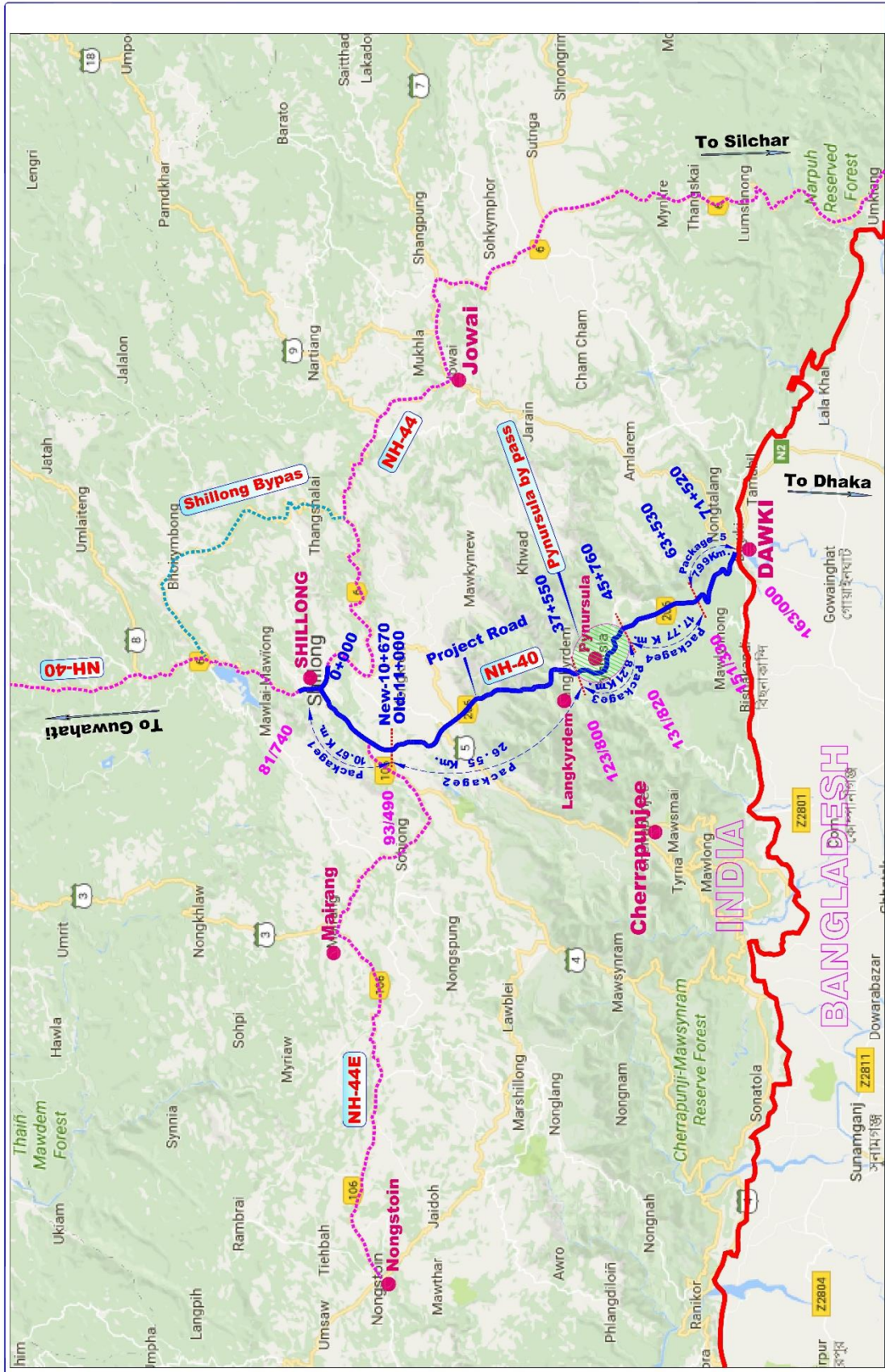
(See Clauses 2.1 and 8.1)

### SITE OF THE PROJECT

#### 1 The Site

- (i) Site of the 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 Highway shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the road profile indicated in **Annex-III** based on site/design requirements.
- (v) The status of the environment clearances obtained or awaited is given in **Annex IV**.

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## Annex-I

### (Schedule-A)

#### SITE

#### 1. Site

The project road Shillong to Dawki, Package-V is a section of NH-40 which starts from existing km.151/330 (design ch. 63+530) near Pomsutia village which is start point of Dawki Realignment and ends at existing km.163/000 (design ch. 71+520) at India/Bangladesh border near Dawki/Tambil and including the construction of Dawki Bridge in the State of Meghalaya. The land, carriageway and stretches comprising the site are described below.

#### 2. Land

The Site of the Project Highway comprises the land as described below:

S. No.	Chainage (km)		ROW (m)
	From	To	
1	151/330	163/000	12 m

#### 3. Carriageway

The present carriageway of the Project Highway is two Lane. The type of existing pavement is flexible. The details are given below.

S. no	Existing Chainage. From	Existing Chainage. To	C/W width (m)
1	151/330	154/000	6.5 - 7.0
2	154/000	161/000	3.50
3	161/000	163/000	7.00

#### 4. Major Bridges

The Site includes the following Major Bridges:

S. No.	Existing Chainage (Km)	Type of Structure			Span Arrangement (m)	Width (m)
		Foundation	Sub-structure	Superstructure		
01	160/350	Suspension bridge		Cable Suspender	1x103	4.4

#### 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.	Existing Chainage (Km)	Type of Structure		Span Arrangement (m)	Width (m)
		Foundation	Superstructure		
Nil					

## 6. Grade separators

The Site includes the following grade separators:

S. No.	Existing Chainage (Km)	Type of Structure		Span Arrangement (m)	Width (m)
		Foundation	Superstructure		
Nil					

## 7. Minor bridges

The Site includes the following minor bridges:

S. No.	Existing Chainage/ (Km)	Type of Structure			No of spans with Span Length (m)	Width (m)
		Foundation	Substructure	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	Existing Chainage (Km)	Type of structure	No. of span with Span Arrangement (m)	width (m)
Nil				

## 10. Culverts

The Site has the following culverts:

### (a) Existing Culverts:

S. No.	Existing Chainage	Type of Culvert	No. x span length /diameter (m)	Width (m)	Remarks
1	151/460	Pipe	1 x 0.90	10.80	
2	153/560	Pipe	1 x 1.00	10.80	
3	153/940	Arch	1 x 0.50	8.40	
4	154/190	Slab	1 x 0.50	6.30	
5	154/250	Slab	1 x 0.50	6.30	
6	154/350	Slab	1 x 0.50	6.50	
7	154/440	Slab	2 x 1.00	6.50	
8	155/300	Slab	1 x 0.80	6.90	
9	155/560	Slab	1 x 0.50	5.60	
10	155/620	Slab	1 x 0.50	5.60	

S. No.	Existing Chainage	Type of Culvert	No. x span length /diameter (m)	Width (m)	Remarks
11	155/850	Slab	1 x 0.50	5.50	
12	155/960	Slab	1 x 0.50	5.50	
13	156/010	Slab	1 x 0.50	5.50	
14	156/110	Slab	1 x 0.50	5.80	
15	156/220	Slab	1 x 0.50	5.80	
16	156/340	Slab	1 x 0.50	5.80	
17	156/360	Slab	2 x 0.80	5.80	
18	156/510	Slab	1 x 0.50	5.80	
19	156/640	Slab	1 x 0.50	5.80	
20	156/730	Slab	1 x 0.50	5.90	
21	156/820	Slab	1 x 0.50	6.00	
22	157/040	Slab	1 x 1.00	6.60	
23	157/340	Slab	3 x 1.00	5.80	
24	157/550	Slab	1 x 1.20	6.00	
25	157/750	Pipe	1 x 1.20	6.00	
26	157/970	Slab	1 x 0.80	6.40	
27	158/100	Slab	3 x 1.00	6.50	
28	158/280	Slab	1 x 5.00	8.70	
29	158/720	Slab	1 x 6.00	8.30	
30	159/220	Slab	1 x 0.50	5.70	
31	159/260	Pipe	1 x 1.00	8.20	
32	159/540	Slab	1 x 1.00	5.80	
33	159/650	Slab	1 x 6.00	8.10	
34	159/800	Pipe	1 x 1.20	6.40	
35	159/860	Slab	1 x 1.00	6.50	
36	160/250	Slab	1 x 0.80	7.30	
37	160/480	Slab	1 x 0.80	6.50	
38	160/860	Pipe	1 x 1.00	6.00	
39	160/990	Pipe	1 x 1.00	9.50	
40	161/010	Pipe	1 x 1.00	6.80	
41	161/190	Slab	1 x 6.00	5.20	
42	161/230	Pipe	1 x 1.00	8.20	
43	161/560	Slab	1 x 2.00	5.20	
44	161/640	Pipe	1 x 1.00	8.40	
45	161/780	Slab	1 x 6.00	5.20	
46	161/930	Pipe	1 x 1.00	8.20	
47	161/950	Pipe	1 x 1.00	8.30	

S. No.	Existing Chainage	Type of Culvert	No. x span length /diameter (m)	Width (m)	Remarks
48	161/990	Pipe	1 x 1.00	7.80	
49	162/070	Pipe	1 x 1.00	7.80	
50	162/290	Pipe	1 x 1.00	7.50	
51	162/490	Slab	2 x 1.00	5.20	
52	162/510	Pipe	1 x 1.00	7.50	
53	162/860	Pipe	1 x 1.00	7.80	

#### 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 road side drains are as follows:

S. No.	Location		Type & Side	
	From	To	Masonry/cc (Pucca)	Earthen (Kutchra)
1	151/330	152/400	RHS	
2	152/400	153/000	LHS	-
3	153/000	153/400	BHS	-
4	153/400	153/500	LHS	
5	161/500	161/600	RHS	

#### 14. Major junctions

The details of major junctions are as follows:

S. No	Existing Chainage	Lane Configuration	Type	Sides	Remarks
1	162/100	2-Lane	T Junction	LHS	Jowai Road

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

#### 15. Minor junctions

The details of the minor junctions (all at grade) are as follows:

S. No.	Location of Intersection	Type of Intersection	Other features (Road Leading To)	
			LHS	RHS

S. No.	Location of Intersection	Type of Intersection	Other features (Road Leading To)	
			LHS	RHS
1	151/330	T Junction	-	Dawki

#### 16. Bypasses

The details of the bypasses are as follows:

S. No.	Name of bypass (town)	Chainage (km)	Design Length (Km)	Carriageway	
				Width (m)	Type
Nil					

#### 17. Other structures

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

#### 18. Design Chainages corresponding to Existing references

Sl. no.	Existing Chainage	Proposed Chainage
1	151/330	63+530
2	162/650	71+200
3	163/000	71+520

**Annex – II**

(See Clauses 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	Ch From	Ch To	Length (km)	Width (m)	Date of providing RoW
1	63+530	71+520	7.99	24 to 60	Minimum 90% on the Appointed date and remaining within 150 days of the Appointed date

**Note: Total Length = 7.99 km**

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### **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 the alignment plan. Finished road level indicated in the alignment plan shall be followed by the contractor. The contractor shall, however, improve/upgrade the Road profile within the available RoW as indicated in **Annex-III** based on site/design requirements.
- (ii) Typical Road Markings & Signages are provided in **Annex-III**. The contractor shall, require to prepare the detailed traffic signage plan based on site/design requirements as per the relevant specifications/IRC codes/Manual in consultation with the Authority Engineer.

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## **Annex - IV**

*(Schedule-A)*

### **Environment Clearances**

The project highway does not require environmental clearance as per MoEF circular F. No. 21-270/2008-1A.III (dated 22 August 2013).

The muck dumping sites in the non-forest area are to be identified by the EPC contractor in consultation with the Authority Engineer and Forest department for dumping of muck as stated in Schedule F.

# ***Schedule-B***

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SCHEDULE - B

(See Clause 2.1)

## DEVELOPMENT OF THE PROJECT HIGHWAY

### 1 Development of the Project Highway

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

### 2. Rehabilitation and Augmentation

Widening and up-gradation shall include Two-Laning with Paved shoulder/4-Laning of the Project Highway as described in **Annex-I** of this **Schedule-B** and in **Schedule-C**.

### 3 Specifications and Standards

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

## Annex - I

### (Schedule-B)

#### DESCRIPTION OF PROJECT

Site of the Two-lane with paved shoulder/ four-lane Highway comprises between Shillong to Dawki section (from design CH. 63+530 to CH. 71+520), Design Length = 7.99 km in the State of Meghalaya for execution on EPC Mode under JICA, Package -V.

#### 1 Widening of existing Highway

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

(ii) Width of Carriageway

(a) Two-Lanning with paved shoulders shall be undertaken. The paved carriageway shall be in accordance with the **Typical Cross Sections (TCS)** given in **Appendix B-I of Schedule – B**. Additional widths for widening at the horizontal curve shall be as per Schedule D.

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

S. No.	Built-up Section Township	Design Chainage		Width of Paved carriageway (m)	TCS Type
		From	To		
1	Dawki/Tambil	70+050	71+520	2 x 9	Type-2, 3, 6 & 7

(b) Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall conform to paragraph 1 (i) & (ii) above.

(c) All the cross-sectional elements are to be accommodated within the proposed ROW. If required, suitable retaining structures along with a drainage system shall be provided as per site condition and this will not attract any change of scope.

#### 2 Geometric Design and General Features

(i) General

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

(ii) Design speed

The design speed shall be a ruling speed of 60 km per hour and a minimum speed of 40 km per hour.

(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, the existing road geometrics shall be improved to the extent possible within the given right of way and proper road signs and safety measures shall be provided;

*Total Scope of Project Highway works:*

***Bypasses and Realignments/Re-construction***

Sl. No	Exist. Chainage		Exist. Length (m)	Design Chainage		Design Length (m)	Remarks
	Start	End		Start	End		
1	151+330	162+650	11670	63+530	71+200	<b>7670</b>	Dawki Bridge Re-alignment

***Locations of Geometric Improvements/Re-construction***

Sl. No	Existing Chainage		Existing Length (m)	Design Chainage		Design Length (m)
	Start	End		Start	End	
1	162+650	163+000	350	71+200	71+520	<b>320</b>

Apart from the above, the existing road geometric deficiencies, if any shall be corrected as per the manual to the extent possible within the given right of way.

**Note:**

*Work executed by the previous Contractor partially and considered in Project stretch is:*

**A) Widening and Strengthening / Geometric Improvement of the existing road:**

- Nil

**B) Reconstruction Realignment / Bypass (Flexible Pavement):**

- A total effective length of 1.661 km of Earthwork up to the Subgrade top has been partially executed.
- A total effective length of 0.437 km of GSB has been partially laid.

- The above length of 7.99 km (7.670 km + 0.320 km) includes the partially executed works in Earthwork upto subgrade top and GSB as mentioned above, which shall be rectified as per scope of work & extant Ministry's Specifications and IRC Codal Provisions in case any deficiencies are found during execution and shall not attract any Change of Scope (CoS).***

(iv) Right of Way

The site of the project highway comprises the land as described in **Annex-II of Schedule-A.**

(v) Type of shoulders

(a) In built-up sections, footpaths/ covered drains shall be provided in the following stretches:

Sl. No	Left side			Right side		
	From	To	Length (m)	From	To	Length (m)
1	71+080	71+500	420	71+080	71+500	420

Note - Other Locations of Footpath shall be as per TCS

(b) In open country, paved shoulders (1.5 m width) shall be provided as per TCS Schedule and the earthen shoulder (1 m width) shall be covered with granular material in full depth up to the GSB layer as shown in a typical cross-section.

(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 paragraph 2.10 of the Manual.

(b) Lateral & Vertical clearance: The width of the opening and vertical clearances at underpasses shall be as follows:

S. No.	Design Chainage	Clear span/ opening (m)	Vertical Clearance (m)	Remarks
Nil				

(vii) Lateral and vertical clearances at overpasses

(a) Lateral and vertical clearances at overpasses shall be as per paragraph 2.11 of the Manual.

(b) Lateral & Vertical clearances at overpasses shall be as follows:

S. No.	Design Chainage	Clear Span (m)	Vertical Clearance (m)	Remarks
Nil				

(viii) Slip Roads/Service Roads

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

Ch. From	Ch. To	Width	Length (m)	Remarks
70+300	70+440	3.5	140	On LHS/Access to School/Church

70+300	70+400	3.5	100	On RHS/Access to BOP-Dawki
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\*Total length of Slip Road excluding taper/acceleration/deceleration length is 240 m (Including Both Sides)

**Note:**

- The length of the slip road shown in the above tables is minimum and an increase in length/ width of the slip road/ approach road, if required, shall be deemed to be part of the project and no Change of Scope shall be admissible on this account.**
- Stone pitching/ Toe wall shall be provided as per site condition for maintaining the level difference between the main carriageway and service road, and shall not attract any Change of Scope (CoS).**

(ix) Grade-separated structures

(a) Grade-separated structures shall be provided as per paragraph 2.13 of the Manual. The requisite particulars are given below:

**i) Overpass**

Sl. No.	Design Chainage	Span arrangement(m)	Road to be carried under the structure	Width of Structure (m)
Nil				

**ii) Vehicular Underpass (VUP)**

Sl. No.	Design Chainage	Span arrangement (m)	Road to be carried under the structure	Min. Vertical clearance (m)	Width of Structure (m)
Nil					

**iii) Light Vehicular Underpass**

S. No.	Design Chainage	Span arrangement(m)	Road to be carried under the structure	Min. Vertical clearance (m)	Width of Structure (m)
Nil					

**iv) Small Vehicular Underpass**

S. No.	Design Chainage	Span arrangement(m)	Road to be carried under the structure	Min. Vertical clearance (m)	Width of structure (m)
Nil					

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

S. No.	Location (Design Chainage)	Type of Structure	Cross road at		
			Existing level	Raised Level	Lowered Level
Nil					

S. No.	Location (Design Chainage)	Type of Structure	Cross road at		
			Existing level	Raised Level	Lowered Level
Nil					

- (x) Cattle and pedestrian underpass/overpass

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

Sl. No.	Location	Type of crossing
Nil		

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

The schedule of typical cross-sections is given in the table below. Drawings of typical cross-sections are given in **Appendix B-I**. At 4-laning sections, anti-glare screen shall be provided in the median as per relevant IRC Guidelines.

The indicative TCS for Project Highway are as follows-

S. no.	Design chainage		Length (m)	TCS Type	Pavement Type
	From	To			
1	63+530	63+955	425	Type-5	Flexible
2	63+955	69+740	5785	Type-4	Flexible
3	69+740	70+050	310	Type-5	Flexible
4	70+050	70+180	130	Type-3	Rigid
5	70+180	70+450	270	Type-6	Rigid
6	70+450	70+930	480	Type-3	Rigid
7	70+930	71+080	150	Type-2	Rigid
8	71+080	71+520	440	Type-7	Rigid
<b>Sub-Total =</b>			<b>7990</b>		

**Note :**

- (i) The length shown in the above table for TCS is minimum and an increase in length for the type of TCS will not attract COS.
- (ii) Additional TCS if any required as per the site condition shall be developed by the EPC Contractor.

### 3 Intersections and Grade Separators

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

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

- (i) At grade Intersections

All intersections as per the site requirement shall be designed and constructed in accordance with the manual. A list of intersections is given in the below table. The draft layout of major junctions is given in indicative Plan & Profile drawings for reference.

Sl. No	Proposed Chainage	Classification of crossroad	Type of Junction (T, Y,+)	Type of Cross Road	Side	Road Leading to
<b>Major Junctions</b>						
1	70+200	NH 40	T Junction	2-Lane BT	Right	Jowai
<b>Minor Junctions</b>						
1	63+530	Existing NH-40	Y Junction	2-Lane BT	Right	Wahkadait
2	71+080	Village Road	T Junction	1-Lane BT	Right	Dawki
3	71+500	Village Road	T Junction	1-Lane BT	Left	Dawki

**Note:** It is clarified that if any other junction is identified during the development of the project highway in addition to those mentioned above shall also be improved with proper drainage facilities as per standards. It shall be covered within the scope of work. The Number, location & type of junction shown in the above table are minimum and it may increase as per actual site condition and an increase in number will not attract any change of Scope on this account.

At the locations of geometric improvements, the connectivity of the built-up area, along the existing road, with the proposed highway shall be provided. All such locations shall be finalized as per site requirements in consultation with the Authority Engineer and it shall not be treated as a change in the scope of work.

(ii) Grade-separated intersection without ramps

S. No.	Design Chainage	Salient Feature (Formation width) (m)	Minimum Length of Viaduct (m)	Road to be carried Under the structure	Type of Structure
NIL					

#### 4 Road Embankment and Cut Section

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

The existing road shall be raised as per design requirements in accordance with the manual in conformity with the minimum FRL.

The Contractor may adopt a suitable slope (angle) for the embankment as per the availability of fill material/design requirements. The slopes shall be checked for safety against failure. The slopes shall be protected with turfing/geosynthetics /geo green blanket/geo cells/stone pitching or any other method as per schedule D.

Wherever required, toe wall/retaining wall/other protection works along with a drainage system shall be provided to contain the toe of the earthwork, so that all the features shown in the TCS are accommodated in the ROW provided.

- (iii) All surplus cutting soils shall be transported and disposed of to the Spoil Banks. The locations of these spoil banks should be identified by the EPC contractor in consultation with the Authority Engineer and Competent Authority.

## 5 Pavement Design

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

Flexible pavement and Rigid Pavement shall be provided for the entire length of the project as follows:

S. no.	Design chainage		Length (m)	Pavement Type
	From	To		
1	63+530	70+050	6520	Flexible
2	70+050	71+520	1470	Rigid
<b>Sub-Total =</b>			<b>7990</b>	

**Note: Rigid pavement shall also be provided in the location of the Truck Lay bye.**

- (iii) Design requirements - as per paragraphs 5.4, 5.9 and 5.10 of the manual and extant relevant IRC Guidelines.
  - (a) Design Period and strategy
 

Flexible pavement shall be designed for a minimum design period of 20 years and rigid pavement for 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 design traffic of not less than 30 MSA.

- (iv) Existing Road shall be maintained at all time during construction and maintenance period in traffic worthy condition/ good riding condition.

## 6 Road Side Drainage

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

- (a) Covered drain / open drain shall be provided in the following stretches

Sl. No	Left			Right		
	From	To	Length (m)	From	To	Length (m)
<b>i) Covered Drain Locations</b>						
1	71+080	71+500	420	71+080	71+500	420
<b>ii) Lined Open drain locations (Hill side)</b>						
1	63+530	63+890	360	63+530	63+890	360
2	69+740	70+930	1190	63+955	69+350	5395
3	70+930	71+080	150	69+740	70+050	310
4				70+930	71+080	150
<b>Total Length (m)</b>			<b>1700</b>	<b>Total Length (m)</b>		<b>6215</b>
<b>iii) Lined Open drain locations (Valley side)</b>						
1	63+955	64+380	425	70+180	70+450	270
2	64+470	64+930	460			
3	65+050	66+080	1030			
4	66+280	66+360	80			
5	67+105	67+485	380			
6	67+820	68+510	690			
7	68+920	69+350	430			
<b>Total Length (m)</b>			<b>3495</b>	<b>Total Length (m)</b>		<b>270</b>

Note: The above locations are minimum. Additional locations if any required as per site conditions shall be provided as per the manual. It shall not be treated as a change in the scope of work.

## 7 Designs of Structures

- (i) General

- (a) All bridges, culverts and other structures shall be designed and constructed in accordance with section 7 of the Manual and shall conform to the cross-sectional features and other details specified therein.
- (b) Width of new bridges is shown as follows:

S. No.	Design Chainage	Existing Chainage	Width of structure and cross-sectional features	Remarks
1	63+920	-	16.00 m	New 2 lane (Viaduct)
2	69+100	-	16.00 m	New 2 lane
3	69+540	-	16.00 m	New 2 lane

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

S. No.	Design Chainage	Existing Chainage	Remarks
1	63+920	-	2-lane (Viaduct) with both side footpaths
2	69+100	-	2-lane bridge with both side footpaths
3	69+540	-	2-lane bridge with both side footpaths

- (d) All bridges shall be high-level bridges.
- (e) The structures shall be designed to carry utility services like electric cable, water pipeline, OFC etc. as per the requirement of the site.
- (f) Cross-section of the new culverts and bridges at deck level shall conform to the typical cross-sections given in section 7 of the Manual.
- (g) IRC Class Special Vehicle loading shall be taken into account in the structural design of bridges/Flyovers/VUP.

(ii) Culverts

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

Reconstruction of new culverts / existing culverts shall be provided at the following locations:

S. No.	Design Chainage	clear Span (m) (NosxLxH/dia.)	Prop. Type	Proposal for improvement
1	63+650	1 x 1.20	Pipe	New Culvert (Partially Executed)
2	63+960	1 x 1.20	Pipe	New Culvert
3	64+150	1 x 1.20	Pipe	New Culvert
4	64+270	1 x 1.20	Pipe	New Culvert
5	64+440	1 x 1.20	Pipe	New Culvert
6	64+650	1 x 1.20	Pipe	New Culvert
7	64+800	1 x 2 x 1.50	Box	New Culvert
8	64+980	1 x 2 x 1.50	Box	New Culvert
9	65+200	1 x 2 x 1.50	Box	New Culvert
10	65+470	1 x 1.20	Pipe	New Culvert
11	65+740	1 x 1.20	Pipe	New Culvert

S. No.	Design Chainage	clear Span (m) (NosxLxH/dia.)	Prop. Type	Proposal for improvement
12	65+940	1 x 1.20	Pipe	New Culvert
13	66+150	1 x 2 x 1.50	Box	New Culvert
14	66+360	1 x 2 x 1.50	Box	New Culvert
15	66+620	1 x 2 x 1.50	Box	New Culvert
16	66+880	1 x 2 x 1.50	Box	New Culvert
17	66+960	1 x 2 x 1.50	Box	New Culvert
18	67+150	1 x 2 x 1.50	Box	New Culvert
19	67+460	1 x 2 x 1.50	Box	New Culvert
20	67+670	1 x 2 x 1.50	Box	New Culvert
21	67+950	1 x 2 x 1.50	Box	New Culvert
22	68+100	1 x 2 x 1.50	Box	New Culvert
23	68+260	1 x 2 x 1.50	Box	New Culvert
24	68+390	1 x 2 x 1.50	Box	New Culvert
25	68+540	1 x 2 x 1.50	Box	New Culvert
26	68+720	1 x 2 x 1.50	Box	New Culvert
27	68+900	1 x 2 x 1.50	Box	New Culvert
28	69+200	1 x 2 x 1.50	Box	New Culvert
29	70+010	1 x 4 x 5.50	Slab	New Culvert
30	70+191	1 x 2 x 1.50	Box	New Culvert
31	70+310	1 x 2 x 1.50	Box	New Culvert
32	70+530	1 x 2 x 1.50	Box	New Culvert
33	70+700	1 x 6 x 7.0	Slab	Reconstruction
34	70+928	1 x 2 x 1.50	Box	New Culvert
35	71+158	1 x 3 x 3.0	Box	New Culvert
36	71+418	1 x 2 x 1.50	Box	Reconstruction

**Note:**

1. Proposed span arrangement shall be finalized in consultation with the concerned Authority in accordance with the Manual. The proposed locations are minimum. Any change in number/length/span/height shall not be treated as a change in the scope of work
2. The culvert location planned as Table above shall be adjusted accordingly to the exact location of the cross-water stream or existing culvert located based on the topographic survey performed by the Contractor for the final drawings of the Detailed Design.
3. Width of the culvert shall be reconciled as per the cross-section (TCS) at that location.
4. Crossroad culvert to be provided at the location of Major Junction/ Minor Junctions for proper drainage facilities and utility purposes etc. if required shall be decided by Authority/Authority Engineer and shall not be treated as a change of scope.
5. For partially executed culverts at Ch. 63+650, the balance scope shall be carried out as per scope of work in accordance with extant applicable IRC/ MoRTH Guidelines/ Codal Provisions.

(c) Widening of existing culverts

All existing culverts which are not to be reconstructed shall be widened to the roadway width of the Project Highway as per the typical cross section given in section 7 of the Manual. Repairs and strengthening of existing structures where required shall be carried out.

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

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

Sl. No.	Design Chainage	Type	Span (m)	Minimum Vent Height (m)
As given in (ii).b table				

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

S. no.	Location	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:

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

(ii) The following narrow bridges shall be widened:

Sl. No.	Design Chainage	Existing Chainage	Span Arrangement	Existing width (m)	Proposed Total Width (m)	Cross-section at deck level for widening
Nil						

(b) **Additional new bridges/ Viaduct**

**Major Bridges**

Sl. No	Design Chainage	Name of Nallah	Span arrangement (m)	Total Width of Structure (m)
1	69+540	Realignment	2x24 + 2x80 + 1x160	16.0

### Minor Bridges/ Viaduct

S No.	Design Chainage	Existing Chainage	Proposed Span (m)	Proposed width (m)	Remarks
1	63+920	Realignment	1x15 +1x25 + 1x15	16.0	New 2-lane (Viaduct)
2	69+100	Realignment	1x25	16.0	New 2-lane

Note: Proposed span arrangement is indicative and any increase in length/span/height shall not be treated as a change in the scope of work.

IRC Class Special Vehicle loading shall be taken into account in the structural design of bridges/Flyover/VUP/ Viaduct.

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

Sl. No.	Location at Chainage	Remarks
NIL		

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

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

The following bridges shall be retained with repairs:

S. No.	Design Chainage	Existing Chainage	Remarks
NIL			

- (e) Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in the Manual.

- (iv) Rail-road bridges

- (a) Design, construction and detailing of ROB shall be as specified in section 7 of the Manual.

- (b) Road over-bridges

Road over-bridges (road over rail) shall be provided at the following locations:

Sl. No.	Design Chainage	Route	Span arrangement (m)	Total Length (m)	Width (m)
---------	-----------------	-------	----------------------	------------------	-----------

Sl. No.	Design Chainage	Route	Span arrangement (m)	Total Length (m)	Width (m)
NIL					

(c) Road under-bridges

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

Sl. No.	Location of Level crossing (Ch)	Number and length of span(m)
NIL		

(v) Grade-separated structures

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

(vi) Repairs and strengthening of bridges and structures

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

Bridges

Sl. No.	Location	Nature and extent of repairs to be carried out
As per table on para 7 (iii) d		

ROB / RUB

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

Overpasses/Underpasses and other structures

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

(vii) List of Major/Minor Bridges and Structures

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

Sl. No.	Location	Type
1	63+920	Minor Bridge/ Viaduct
2	69+100	Minor Bridge
3	69+540	Major Bridge

(viii) Slope Protection Structures

Structures for Slope protection and Retaining/ Breast Walls shall be designed and constructed as stipulated as under.

Structures to be constructed for slope protection are shown in the following Table:

**(i) Breast wall**

S. No.	LHS				RHS			
	From	To	Length (m)	Height above FRL	From	To	Length (m)	Height above FRL
1	69+780	69+860	80	5.0	64+270	64+300	30	5.0
2	69+900	69+950	50	4.0	64+460	64+490	30	5.0
3	70+380	71+070	690	3.0	64+680	65+550	870	1.5
4	71+370	71+500	130	1.5	66+650	67+670	1020	1.5
5					70+280	70+380	100	5.0
6					68+270	68+600	330	3.0
7					69+210	69+340	130	3.0
	<b>Total Length (m)</b>		<b>950</b>		<b>Total Length (m)</b>		<b>2510</b>	

Note: The proposed locations are minimum and any change in length/height shall not be treated as change in scope of work.

**(ii) Retaining wall**

LHS				RHS			
S. No.	From	To	Length (m)	S. No.	From	To	Length (m)
1	63+870	63+880	10	1	69+900	70+040	140
2	63+955	64+560	605	2	70+170	70+260	90
3	64+560	64+750	190	3	70+560	70+600	40
4	64+930	65+030	100				
5	65+100	66+650	1550				
6	66+650	66+680	30				
7	67+020	67+200	180				
8	67+420	67+800	380				
9	68+500	69+080	580				
10	69+120	69+250	130				
	<b>Total Length (m)</b>		<b>3755</b>		<b>Total Length (m)</b>		<b>270</b>

Note: The above-proposed locations are minimum and any change in length shall not be treated as a change in scope of work.

**(iii) Parapet wall**

Details of Parapet Walls					
LHS			RHS		
From	To	Length (m)	From	To	Length (m)

66+200	66+280	80	70+530	70+560	30
66+360	66+570	210	70+600	70+920	320
67+430	67+820	390			
68+510	68+920	410			
<b>Length (m)</b>		<b>1090</b>	<b>Length (m)</b>		<b>350</b>

Note: The above-proposed locations are minimum and any change in length shall not be treated as a change in the scope of work.

(ix) Slope Protection

As the project involve cutting of existing hill slopes, it is imperative that slopes are stabilized to insuring the longevity of the slopes and the roads.

The contractor shall be responsible for an accurate assessment of the actual requirement as per schedule D & prepare a design for slope protection & stabilization as per schedule D.

*Any increase in quantity over the above will not be considered a change of scope. Therefore, the contractor should carry out a thorough investigation at the site and assess the requirement of slope protection and slide prone zone and other safety features on his own before submission of the bid.*

(x) Disposal of Debris: - As per Manual.

## 8. Traffic Control Devices and Road Safety Works

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

(a) Traffic/ Road Signs:

Traffic signs viz roadside signs, overhead signs, kerb mounted signs etc. along the entire Project highway shall be provided in accordance with section 9 of the manual.

Overhead traffic signs: - Full-Width Overhead signs (Minimum 3 nos.) shall be provided in accordance with section 9 of the manual

(b) Pavement Marking:

Pavement markings shall cover road marking for the entire Project Highway as per the manual.

(c) Safety Barrier:

Semi-rigid W-beam crash barriers shall be installed all along the project highway on earthen shoulders on either side of the main carriageway at the locations given below:

Sl. No	LHS		Length (m)	RHS		Length (m)
	From	To		From	To	
1	64+380	64+480	100	70+170	70+300	130

Note: The above-proposed locations are minimum. Crash barriers/other suitable safety barriers along the Project highway shall be provided as per scope of work in accordance with extant applicable IRC/ MoRTH Guidelines/ Codal Provisions. Any change in length shall not be treated as a change in scope of work.

(ii) Specifications of the reflecting sheeting

Retro-reflective sheeting should be of high-intensity grade with an encapsulated lens or with the micro prismatic retro-reflective element in accordance with ASTM Standard D 4956-04 in accordance with Clause 9.2.3 of the Manual.

**9. Roadside Furniture**

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

- a) Road studs - Road studs shall be provided for the entire Project highway at median openings, bridges, VUP/Interchange/Flyover structures, approaches of bridges, VUP/Interchange/ Flyover, at curves on shoulder edge line, junctions, slip roads on both sides of edge lines etc. in accordance with the manual.
- b) LED traffic beacons - Shall be provided on the entire project highway near pedestrian crossings, public gathering places, junctions etc. in accordance with the manual.
- c) Pedestrian Guard Rail: Provide pedestrian guardrail at each bus stop location and other locations as per manual.
- d) Delineators: Delineators for the entire Project Highway at the locations in accordance with extant applicable IRC/ MoRTH Guidelines/ Codal Provisions.
- e) Noise barriers: shall be provided in accordance with the manual; Locations shall be decided as per site condition in consent with Authority.
- f) Concrete Crash Barrier, Metal Beam Crash Barrier, Separators (MS Railings) – as per manual.
- g) Traffic Safety Devices wherever required.
- h) Hectometer/ Kilometer Stones.

**10. COMPULSORY AFFORESTATION**

The number of trees which are required to be planted by the Agency as compensatory afforestation should be as per Forest Conservation Act, i.e. thrice the no. of trees to be cut.

**11. HAZARDOUS LOCATIONS**

The safety measures shall be provided at all hazardous/sinking/landslide locations as per the manual in consultation with the Authority’s Engineer The safety barriers shall also be provided at the following hazardous structure (Bridges, culverts) locations:

Sl. No.	Location stretches from (Ch.) to (Ch.)	LHS/RHS
---------	--	---------

To be decided in consultation with Authority's Engineer.

## 12. SPECIAL REQUIREMENTS FOR HILL ROADS

In accordance with Section 13 of the Manual (from IRC: SP: 73-2018), IRC: SP:48-1998 & recommended practice for the treatment of embankment and roadside slopes for erosion control (first revision) IRC: 56-2011 and relevant IRC codes & The cutting slope surface except on Hard Rock classified as per Clause 301.2 of MORTH Specifications for Road and Bridge Works shall be protected by the Seeding and Mulching as per Clause 301.8 of MORTH Specification, and the embankment slope shall be protected by Turfing as per Clause 301.7 of MORTH Specification.

Sl. No.	Design Ch. (From)	Design Ch. (To)	LHS/RHS
Whenever necessary to be notified by Authority's Engineer.			

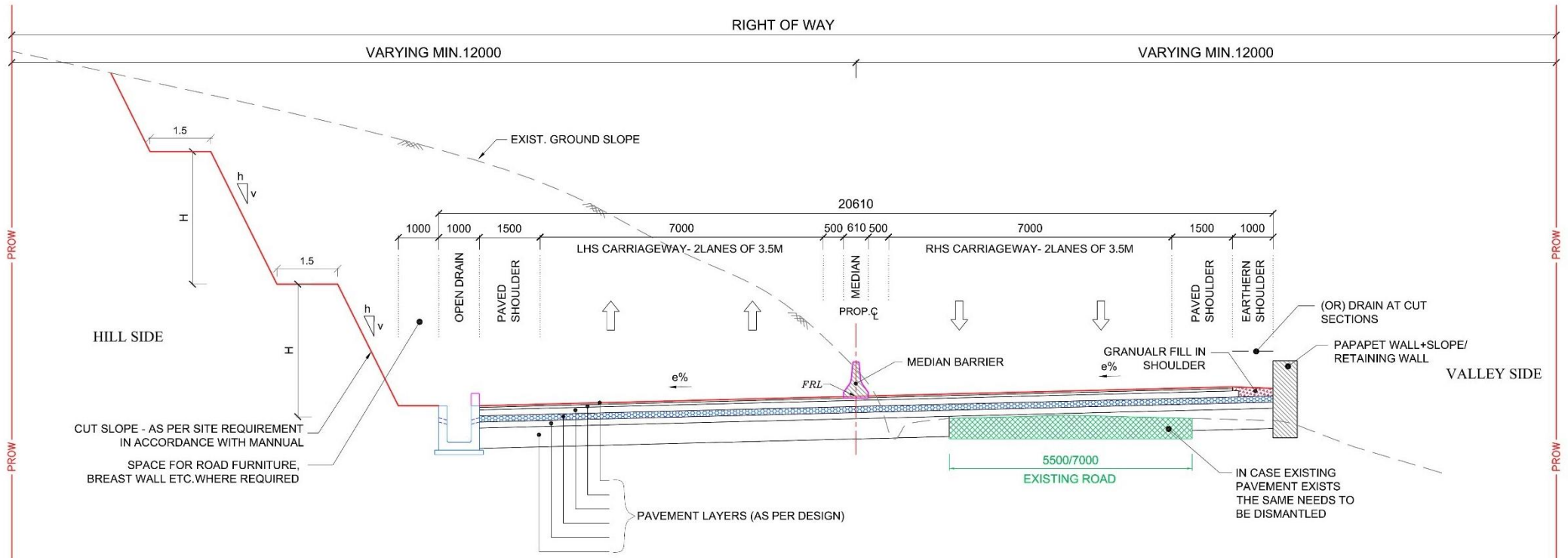
## 13. UTILITY DUCT

Utility duct across the Project Highway shall be provided as per Manual.

## 14. CHANGE OF SCOPE

The length of Structures, bridges, culverts, underpasses, flyovers etc. 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.

Appendix B-I



Typical Cross Section (Type - 3) (Rigid Pavement)  
4-lane divided highway with paved shoulders at open areas

Fig 2.11: Typical Cross-Section

Appendix B-I

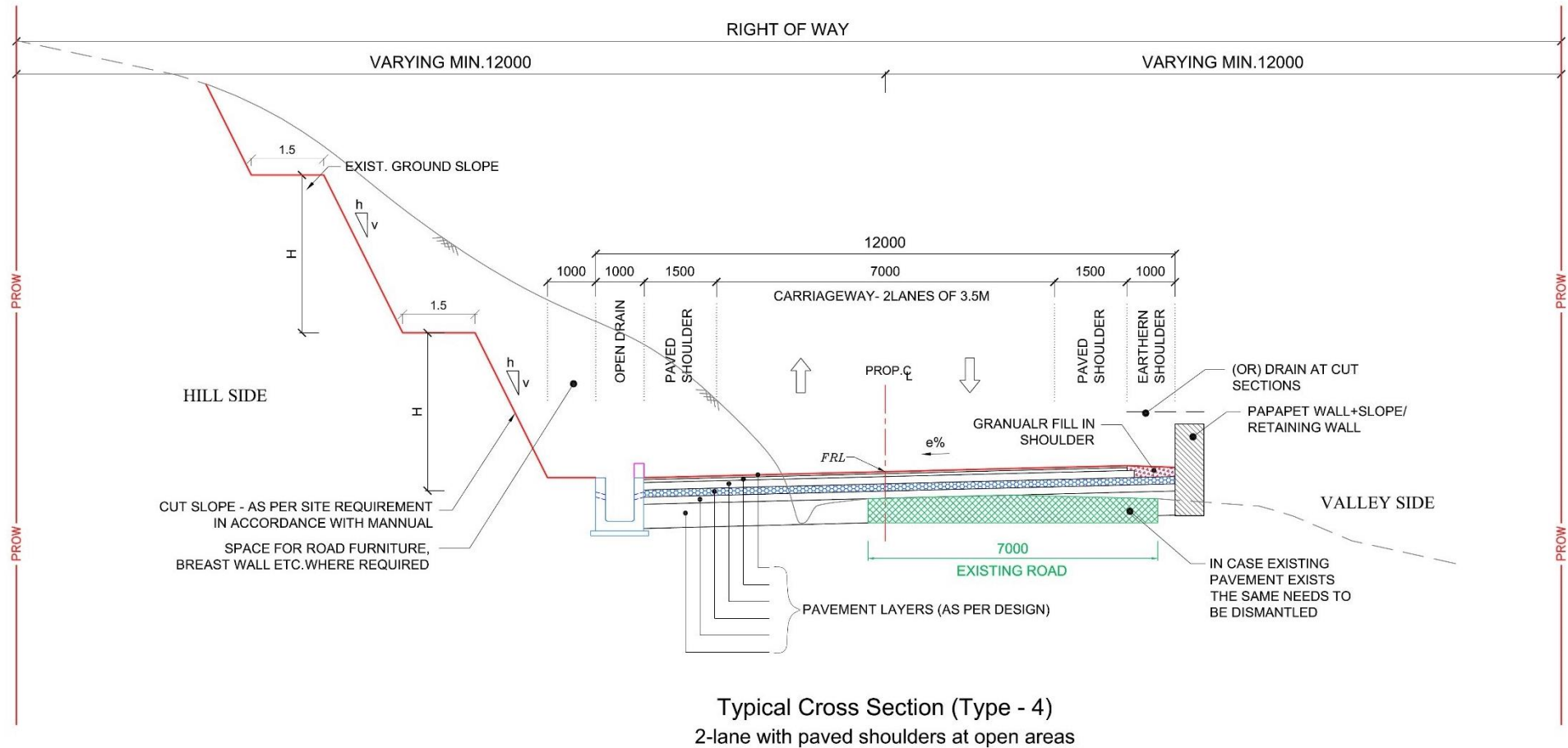


Fig 2.12: Typical Cross-Section

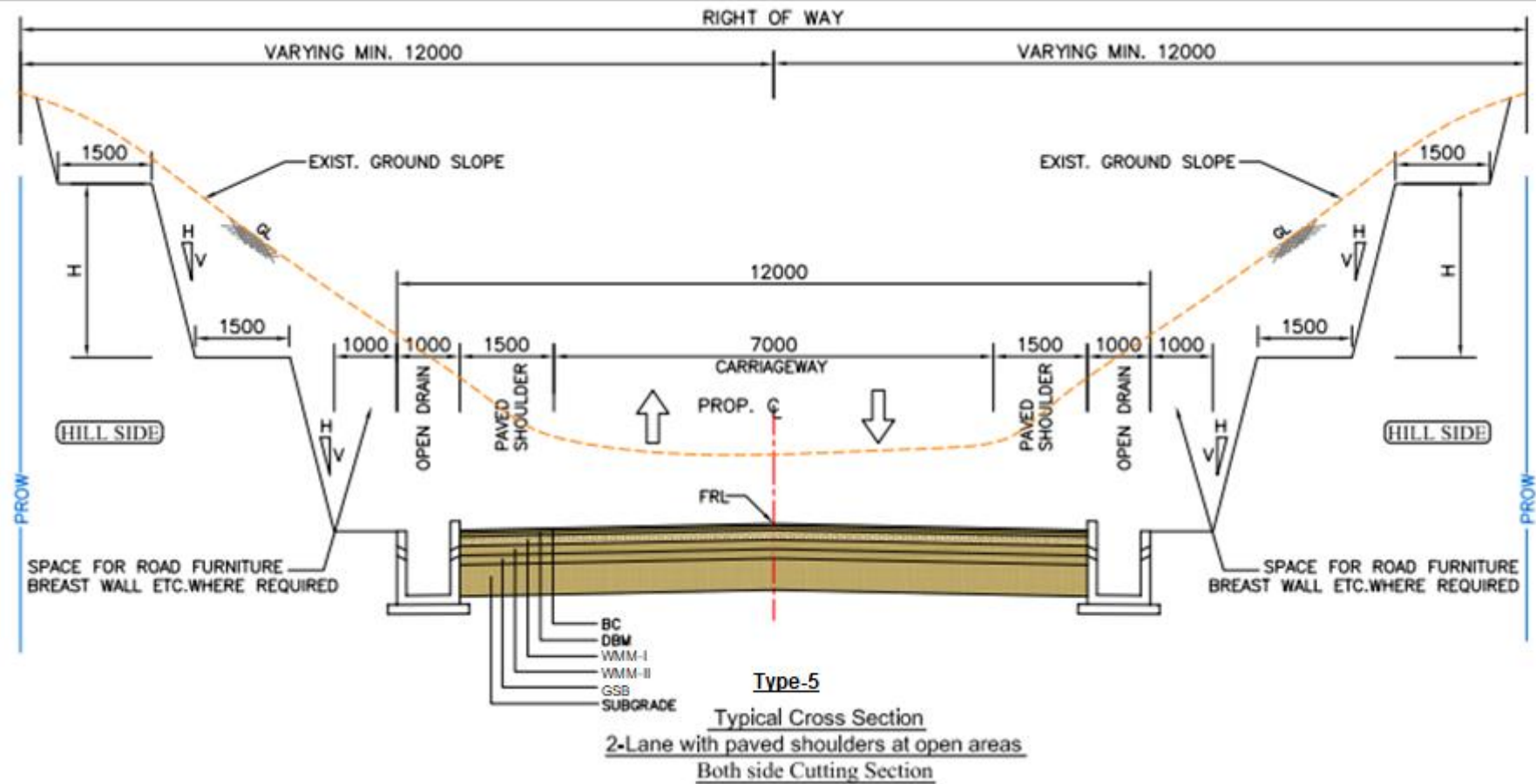


Fig 2.13: Typical Cross-Section

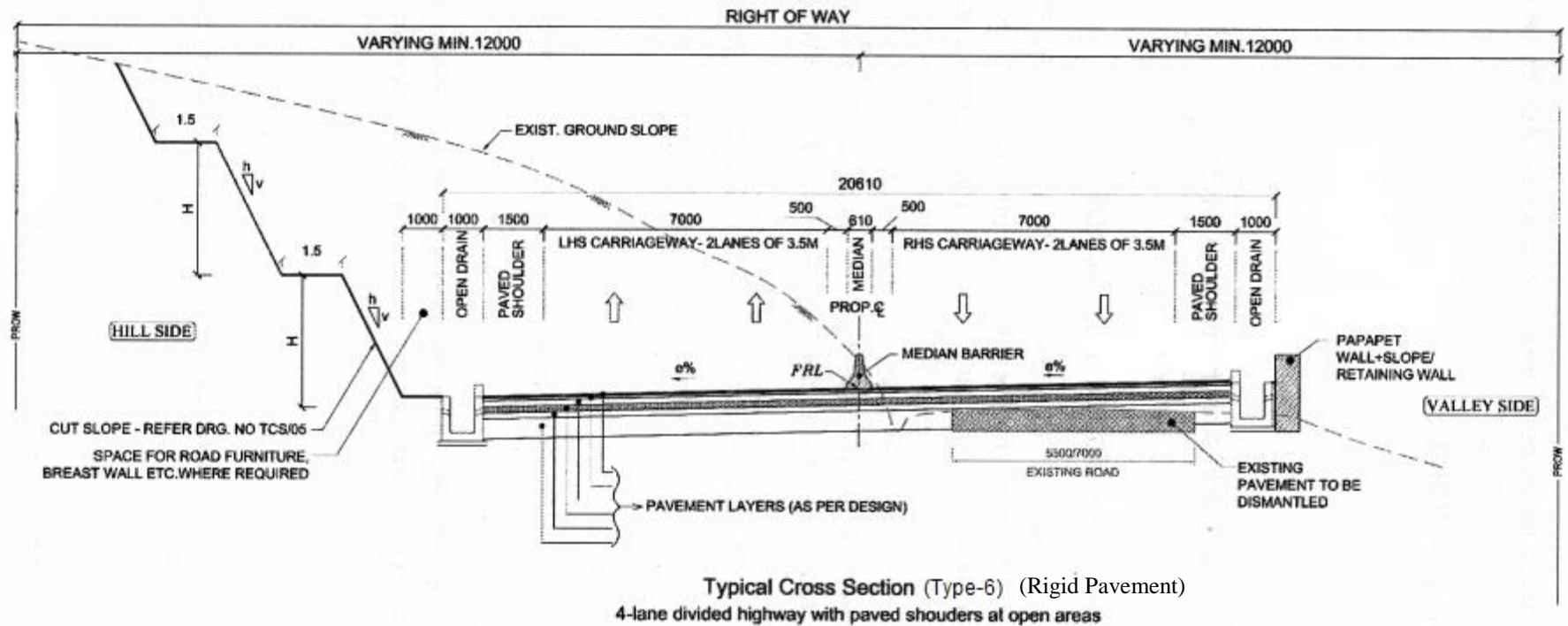


Fig 2.14: Typical Cross-Section

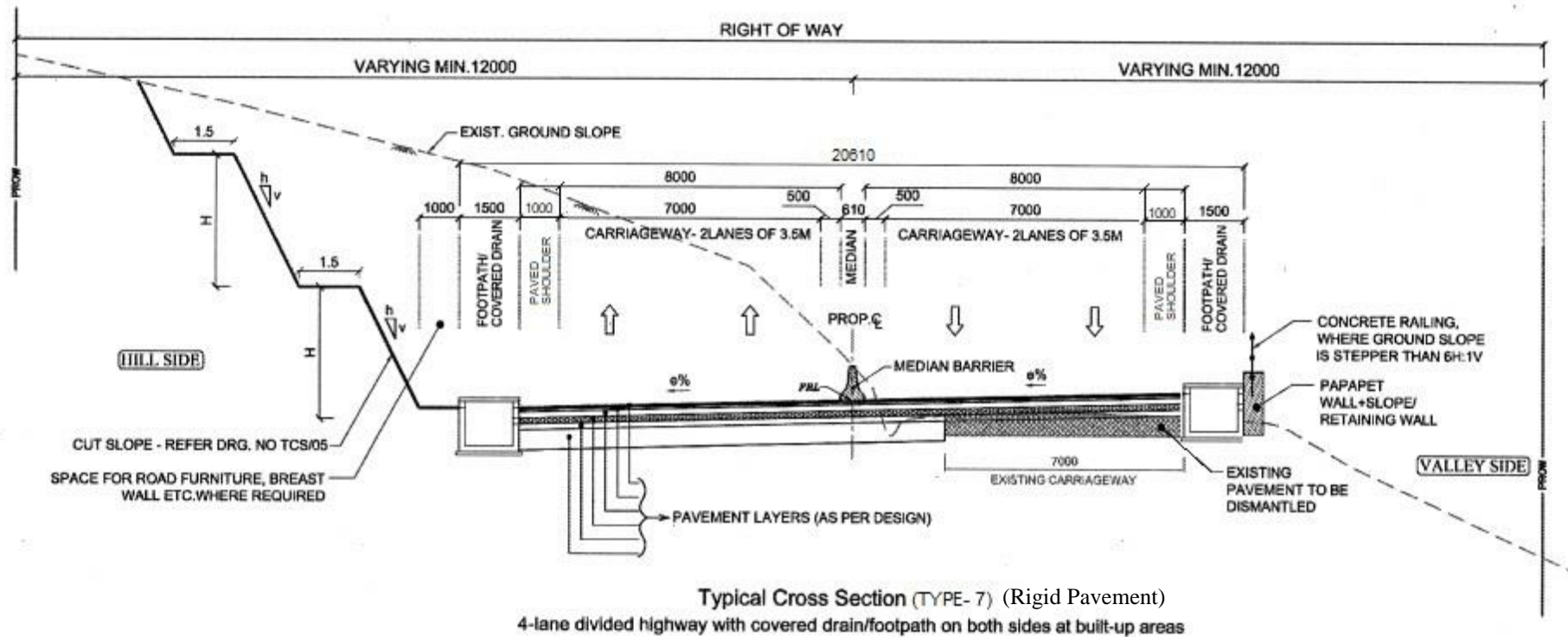
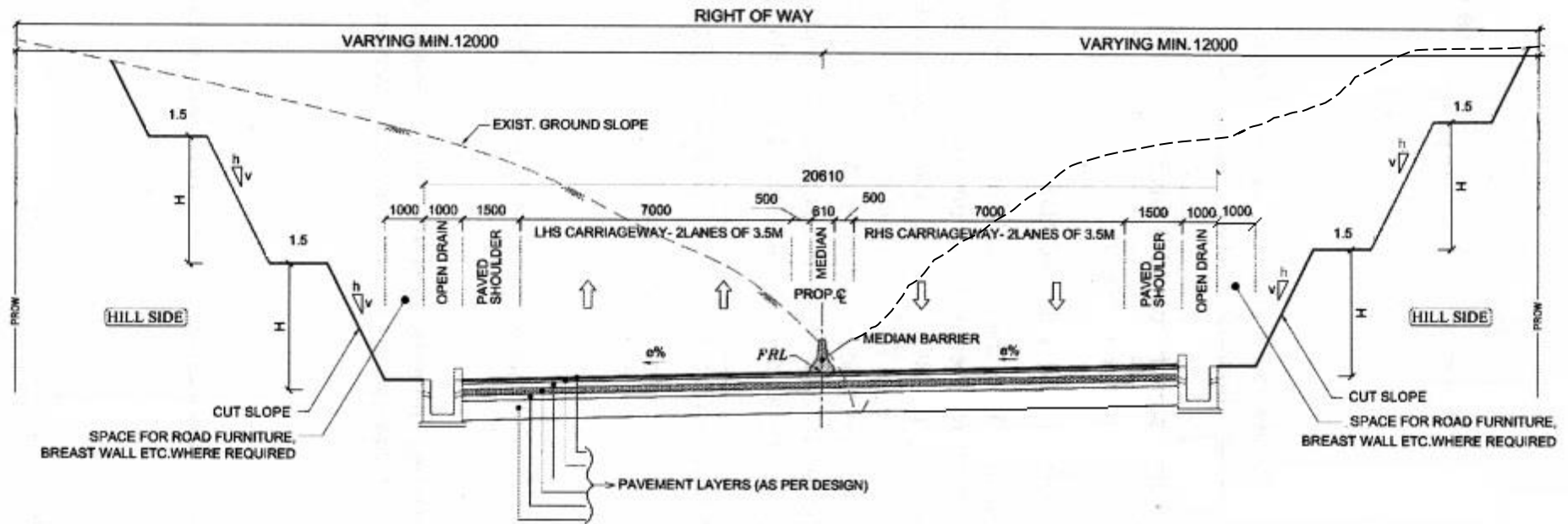


Fig 2.15: Typical Cross-Section



Typical Cross Section (TYPE-2) (Rigid Pavement)  
4-lane divided highway with paved shoulders at open areas

Fig 2.16: Typical Cross-Section

# ***Schedule-C***

## 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. The Project Facilities shall include:

- (a) Toll plazas;
- (b) Roadside furniture;
- (c) Pedestrian facilities;
- (d) Land Scaping and Tree Plantation;
- (e) Truck lay-byes;
- (f) Way-side amenities;
- (g) Bus-bays and Passenger shelters;
- (h) Others;
  1. Highway Patrol Units
  2. Highway lighting
  3. Emergency Medical Services
  4. Crane Services
  5. Communication System
  6. Advance Traffic Management System (A. T. M. S.)
  7. Operation and Maintenance Center

#### 2 Description of Project Facilities

- (a) Toll Plazas

Toll Plaza shall be provided as per as stipulated in section 10 of the Manual. The canopy of Toll Plaza should be designed to withstand a load of solar panels in addition to other design loads. The location of the toll plaza is as per the following details.

Sl. No.	Design Chainage	Existing chainage
NIL		

**Note:**

- Installation of two number dedicated ETC lanes (one lane in each direction) and Hybrid ETC System with the provision of medium speed WIM with bending plate technology in each lane, and Static Weigh Bridge (one lane in each direction) at Toll Plaza and Configuration with Advance Traffic Management System.

- Above mentioned toll lanes are indicative. However, the actual requirement of toll lanes shall be assessed by the Contractor as per actual site conditions and Manual. The increase in the number of toll lanes shall not be treated as a change of scope.
- Solar panels shall be erected over the Toll Plaza Canopy to generate green energy. The same shall be utilized for toll plaza lighting and other energy requirements within the toll plaza area along with conventional lighting.

(b) Roadside furniture; as per **clause 9 of Annex-I Schedule B**

(c) Pedestrian facilities;

Pedestrian Guard rails shall be provided at junctions, Truck lay byes, bus bays and near schools and hospitals as per provisions in section 9.8 of the Manual

- i. Pedestrian guardrail: Provide pedestrian guardrail at each bus stop location and at other locations as per the manual.
- ii. Pedestrian Crossings: Provide pedestrian crossing facilities on locations as recommended in Schedule D.

(d) Land Scaping and Tree Plantation;

Land Scaping and tree plantation of the highway shall be provided as per section 11 of the manual. The locations for these provisions shall be finalized in consultation with Authority Engineer.

(e) Truck lay-byes

Truck Lay bye shall be provided at the following locations in accordance with section 12.5 of the manual.

Sl. No	Design Chainage	Side	Remarks
1	71+080	Left	11m wide, 200m length followed by 1:10 taper
2	71+180	Right	11m wide, 160m length followed by 1:10 taper

(f) Way-side Amenities

As stipulated in section 12.10 of the manual, Way-side Amenities shall be provided at the following locations:

S. No.	Design Chainage	Side
NIL		

(g) Bus-bays and Passenger shelters

Tentative locations for Bus Bays are indicated below, however, the same shall be finalized as per suitability of location and site requirement in consultation with the Authority's Engineer/ Authority. As stipulated in section 12.6 of the Manual, Bus-bays and shelters shall be provided at below indicative locations.

S. No.	Design Chainage		Location
	Left	Right	
NIL			

Note: However, the location of bus bays and passenger shelters shall be finalized as per the suitability of location and site requirements in consultation with the Authority. Any change in location shall not be treated as a change of scope.

(h) Others

1. Highway patrol unit – as per the manual
2. Highway LED Lighting: LED Lighting shall be provided at the following locations:
  - a. LED Lighting shall be provided at the approach to bridges, Flyovers, built-up areas, Toll Plazas, Bus stops, truck Lay-byes and rest areas as per the manual recommended in Schedule D.
  - b. Apart from the above locations lighting shall be provided at underpasses and ROB/RUB and as per site condition in consultation with the Engineer and shall not be treated as a change of scope. On all grade-separated structures Lighting will be provided on Top & Underside as per clause 12.4 of IRC SP 73-2018.
  - c. High Mast Lighting shall be provided at all Major Junctions, Toll Plaza locations or any other location as per clause 12.4.3 of IRC SP 73-2018.
3. Emergency Medical Services: Emergency Medical Services shall be provided as per provisions of the manual.
4. Cranes services: One Cranes with 30 MT Capacity.
5. Communication System: Communication System shall be provided as per provisions of the manual.
6. Advance Traffic Management System (ATMS) as per technical specification: Provisions of other facilities, if required may be made in a similar manner.
7. Operation and Maintenance Centre: Operation and Maintenance Centre shall be provided as per provisions of the manual.

# ***Schedule-D***

## 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:

- a) Manual of Specifications and Standards for Two Laning of Highways with paved shoulder (IRC: SP: 73-2018), referred to herein as the Manual.
- b) As per Clause 2.1 (ii) of IRC: SP: 73-2018, stretches of 4 laning has been indicated in Schedule B and in these stretches "Manual of Specifications and Standards for Four Laning of Highways (IRC: SP: 84-2019) shall be applicable.

## 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 with paved shoulder (IRC: SP:73-2018 and IRC SP:84-2014), referred to as the Manual and Indian Road Congress (IRC) Codes and Standards and MORTH Specifications for Road and Bridge Works.

Where the aforesaid Manuals, guidelines, codes, standards and specifications are silent on any aspect, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

#### 2 Deviations from the Specifications and Standards

2.1 The terms "Concessionaire", "Independent Engineer" and "Concession Agreement" used in the Manual shall be deemed to be substituted by the terms "Contractor", "Authority's Engineer" and "Agreement" respectively.

2.2 Notwithstanding anything to the contrary contained in the aforesaid Manual, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Manual shall be deemed to be amended to the extent set forth below;

- 1) IRC Class Special Vehicle loading shall be taken into account in the structural design of bridges/Flyover/VUP.
- 2) Width of Bridges

Sl. No.	Item	Description of Deviation	As per manual	Clause Reference
1	Width of bridges	Width bridges on hill road – 16m  (0.5+1.5+0.5)+(0.5+1.5+7+1.5+0.5)+(0.5+1.5+0.5)  = 2.5+11+2.5	Width of bridge on plain/rolling terrain – 18m  (0.5+1.5+0.5)+(0.5+2.5+7+2.5+0.5)+(0.5+1.5+0.5)  = 2.5+13+2.5	Clause 7.3 (ii) Figure 7.6

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**Schedule - E**  
(See Clause 2.1 and 14.2)  
**MAINTENANCE REQUIREMENTS**

**1. Maintenance Requirements**

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

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

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

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

**3. Other Defects and deficiencies**

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

**4. Extension of time limit**

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

**5. Emergency repairs/restoration**

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

**6. Daily inspection by the Contractor**

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

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

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

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

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

## Annex - I (Schedule-E)

### Repair/rectification of Defects and deficiencies

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

**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)	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 ( <a href="http://www.tfrc.com/pavement/ltp/reports/03031/">http://www.tfrc.com/pavement/ltp/reports/03031/</a> )	24-48 hours	MORT&H Specification on 3004.2
S of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Cracking	Nil	< 5 % subject to limit of 0.5 sqm for any 50m length	Daily			7-15 days	MORT&H Specification on 3004.3
	Rutting	Nil	< 5 mm	Daily	Straight Edge		15-30 days	MORT&H Specification on 3004.2
	Corrugations and Shoving	Nil	< 0.1 % of area	Daily	Length Measurement Unit like		2-7 days	IRC:82-2015

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					
S of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Bleeding	Nil	< 1 % area	Daily	Scale, Tape odometer etc.		3-7 days	MORT&H Specification 3004.4
	Ravelling / Stripping	Nil	< 1 % area	Daily			7-15 days	IRC:82-2015 read with IRC SP 81
	Edge Deformation / Breaking	Nil	< 1 m for any 100m section and width < 0.1m at any location, restricted to 30cm from the edge	Daily			7-15 days	IRC:82-2015

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					
	Roughness	2000 mm/km	2400 mm/km	Bi-Annually	Class I Profilometer SCRIM (Sideway force Coefficient Routine Investigation Machine or equipment)	Class I Profilometer: ASTM E950 (98): 2004 - Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656-94:2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	180 days	IRC:82-2015
	Skid Number	60SN	50SN	Bi-Annually			180 days	BS: 7941-1: 2006
	Pavement Condition Index	3	2.1	Bi-Annually			180 days	IRC:82-2015
	Other Pavement Distresses			Bi-Annually			2-7 days	IRC:82-2015
	Deflection /Remaining Life			Annually	Falling Weight Deflectometer	IRC 115:2014	180 days	IRC:115-2014
<b>Rigid Pavement (Pavement of MCW, Service Road, Grade structure,</b>	Roughness BI	2200mm/km	2400mm/km	Bi-Annually	Class I Profilometer	ASTME950(98) :2004 and ASTM E1656-94:2000	180 days	IRC:SP:83-2008

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					
Approaches of connecting roads, slip roads, lay byes etc. as applicable)	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					
		32	80					
		31	95					
		31	110					
Embankment / Slopes	Edge drop at shoulders	Nil	40mm	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC	7-15 days	MORT&H Specification 408.4
	Slope of camber/cross fall	Nil	<20% variation in prescribed slope camber / cross fall	Daily			7-15 days	MORT&H Specification 408.4
	Embankment Slopes	Nil	<15% variation in prescribe	Daily			7-15 days	MORT&H Specification 408.4

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					
			Side slope					
	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 $d > D/2$
<b>CRACKING</b>						
1	<b>Single Discrete Cracks Not intersecting with any joint</b>	w= width of crack L= length of crack d= depth of crack D= depth of slab	0	Nil, not discernible	No Action	Not applicable
			1	w < 0.2mm.hair cracks		
			2	w= 0.2 -0.5 mm, discernible from slow-moving car	Seal without delay	Seal, and stitch if L >1m. Within 7 days
			3	w= 0.5 -1.5 mm, discernible from fast-moving car		
			4	w= 1.5-3.0 mm	Seal, and stitch if L > 1m. Within 7 days	Staple or Dowel Bar Retrofit, FDR for affected portion. Within 15 days
			5	w > 3 mm		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
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 < 0.2mm. hair cracks	Route and seal with epoxy Within 7 days	Staple or Dowel Bar Retrofit. Within 15 days
			2	w = 0.2 - 0.5 mm, discernible from slow-moving car		
			3	w = 0.5 - 3.0 mm, discernible from fast-moving car	Route and seal and stitch, if L > 1m. Within 7 days	
			4	w = 3.0 - 6.0 mm	Dowel Bar Retrofit. Within 15 days	Full Depth Repair Dismantle and reconstruct affected.
			5	w > 6 mm, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full depth	Portion with norms and specifications - See Para 5.5 & 9.2 Within 15 days
3	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 > 1m. Within 7 days	Staple or Dowel Bar Retrofit. Within 15 days
			2	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route seal and stitch, if L > 1m. Within 15 days	-

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			3	w= 3.0 - 6.0 mm	Staple, if L > 1m. Within 15 days	Partial Depth Repair with stapling. Within 15 days  Full depth Repair Dismantle and reconstruct affected portion as per norms and specifications See Para 5.6.4 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 Crack intersecting with one or more joints	w= width of crack	0	Nil, Not discernible	No, Action	-
			1	w < 0.2 mm, hair cracks	Seal and stitch if L > 1m. Within 15 days	
			2	w= 0.2 - 0.5 mm, discernible from slow vehicle	Full depth repair within 15 days	Dismantle, Reinstatement subbase, Reconstruct whole slab as per specifications within 30 days
			3	w= 0.5 - 3.0 mm, discernible from fast vehicle		
			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		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
5	Corner Break	w= width of crack L= length of crack	0	Nil, not discernible	No Action	-
			1	w < 0.5mm, only 1 corner broken	Seal with low viscosity epoxy to secure broken parts Within 7 days	Seal with epoxy seal with epoxy Within 7 days
			2	w < 1.5mm, L < 0.6m, only one corner broken		
			3	w < 1.5mm, L < 0.6m, two corners broken	Partial Depth (Refer Figure 8.3 of IRC:83-2008) Within 15 days	Full depth repair
			4	w > 1.5mm, L > 0.6m or three corners broken		
			5	Three or four corners broken		Reinstate sub-base and reconstruct the slab as per norms and specifications  Within 30 days
6	Punchout (Applicable to Continuous Reinforced Concrete Pavement (CRCP) only)	w= width of crack L= length (m/m <sup>2</sup> )	0	Nil, Not discernible		No, Action
			1	w < 0.5 mm, L < 3m / m <sup>2</sup>	Not Applicable, as it may be full depth	Seal with low viscosity epoxy to secure broken parts.  Full depth repair Cutout and replace damaged area taking care not to damage reinforcement. Within 30 days
			2	either w > 0.5 mm or L < 3m / m <sup>2</sup>		
			3	w > 1.5mm and L < 3m / m <sup>2</sup>		
			4	w > 3mm, L < 3m / m <sup>2</sup> and deformation		
			5	w > 3mm, L < 3m / m <sup>2</sup> and deformation		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>Surface Defects</b>						
7	<b>Ravelling or Honeycomb type surface</b>	r = area damaged surface / total surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	<b>Short Term</b>	<b>Long Term</b>
					No action.	Not Applicable
			1	$r < 2 \%$	Local repair of area 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. Within 30 days	
			4	$r = 25 - 50 \%$		
		5	$r > 50\%$ and $h > 25\text{mm}$	Reconstruct slabs, 4 or more slabs if affecting. Within 30 days		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>Surface Defects</b>						
8	Scalling	$r = \frac{\text{damaged surface}}{\text{total surface of slab}} (\%)$ $h = \text{maximum depth of damage}$	0	Nil, not discernible	Short Term	Long Term
					No action.	Not Applicable
			1	$r < 2 \%$	Local repair of area damaged and liable to be damaged.	
			2	$r = 2 - 10 \%$	Within 7 days	
			3	$r = 10 - 20 \%$	Bonded Inlay Within 15 days	
			4	$r = 20 - 30 \%$		
5	$r > 30\%$ and $h > 25\text{mm}$	Reconstruct slabs Within 30 days				

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
9	Polished Surface /Glazing	t = texture depth, sand patch test	0			Not Applicable
			1	t >1 mm	No action.	
			2	t = 1 - 0.6 mm	Monitor rate of deterioration Diamond Grinding if affecting 50% or more slabs in a continuous stretch of minimum 5 km. Within 30 days	
			3	t = 0.6 - 0.3 mm		
			4	t = 0.3 - 0.1 mm		
			5	t < 0.1 mm		
10	Popout (Small Hole), Pothole Refer Para 8.4	n = number/m <sup>2</sup> d = diameter h = maximum depth	0	d < 50 mm; h < 25 mm ; n < 1 per 5 m <sup>2</sup>	No action	
			1	d = 50 - 100 mm; h < 50 mm; n < 1 per 5 m <sup>2</sup>	Partial depth repair 65 mm deep.	Not Applicable
			2	d = 50 - 100 mm; h > 50 mm; n < 1 per 5 m <sup>2</sup>	Within 15 days	
			3	d = 100 - 300 mm; h < 100 mm; n < 1 per 5 m <sup>2</sup>	Partial depth repair 110 mm	
			4	d = 10 - 300 mm; h > 100 mm; n < 1 per 5 m <sup>2</sup>	i.e. 10mm more than the depth of the hole. Within 30 days	
			5	d > 300 mm; h > 100 mm ; n > 1 per 5 m <sup>2</sup>	Full depth repair. Within 30 days	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action		
					For the case $d < D/2$	For the case $d > D/2$	
<b>Joints Defects</b>							
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.		
			3	Notable. L > 25% insufficient protection against ingress of water and trapping incompressible material.	Clean and reapply sealant in selected locations. Within 7 days		
			5	Severe; w > 3 mm negligible protection against ingress of water and trapping incompressible material.	Clean, widen and reseal the joint. Within 7 days		
12	Spalling of Joints	w = width on either side of the joint L = length of spalled portion ( as % joint length)	0	Nil, not discernible	No action.		Not Applicable
			1	w < 10 mm	Apply low viscosity epoxy resin / mortar in cracked portion. Within 7 days		
			2	w = 10 - 20 mm, L < 25%			

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>Joints Defects</b>						
			3	$w = 20 - 40 \text{ mm}, L > 25\%$	Partial Depth Repair. Within 15 days	Not Applicable
			4	$w = 40 - 80 \text{ mm}, L > 25\%$	30 - 50 mm deep, $h = w + 20\%$ of $w$ , within 30 days	
			5	$w > 80 \text{ mm}, \text{ and } L > 25\%$	50 - 100 mm deep repair. $H = w + 20\%$ of $w$ . Within 30 days	
13	Faulting (or Stepping) in Cracks or Joints	$f = \text{difference of level}$	0	not discernible, $< 1 \text{ mm}$	No action.	No action
			1	$f < 3 \text{ mm}$		
			2	$f = 3 - 6 \text{ mm}$	Determine cause and observe, take action for diamond grinding	Replace the slab as appropriate.
			3	$f = 6 - 12 \text{ mm}$	Diamond Grinding	Within 30 days
			4	$f = 12 - 18 \text{ mm}$	Raise sunken slab	Replace the slab as appropriate.
			5	$f > 18 \text{ mm}$	Strengthen subgrade and sub - base by grouting and raising sunken slab	Within 30 days

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>Joints Defects</b>						
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 Within 7 days	
			3	$h = 12 - 25$ mm		
			4	$h > 25$ mm	Full Depth Repair. Within 30 days	
			5	shattered slab, 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, $h < 5$ mm	No action.	Not applicable
			1	$h = 5 - 15$ mm		
			2	$h = 15 - 30$ mm, Nos $< 20\%$ joints	Install Signs to Warn Traffic Within 7 days	
			3	$h = 30 - 50$ mm		
			4	$h > 50$ mm or $> 20\%$ joints	Strengthen subgrade. Reinstate pavement at normal level if $L < 20$ m. Within 30 days	
			5	$h > 100$ mm		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>Joints Defects</b>						
					Short Term	Long Term
16	Heave	h = positive vertical displacement from normal profile. L = length	0	Not discernible, $h < 5$ mm	No action	scrabble
			1	$h = 5 - 15$ mm	Follow up	
			2	$h = 15 - 30$ mm, Nos $< 20\%$ joints	Install Signs to Warn Traffic	
			3	$h = 30 - 50$ mm	Within 7 days	
			4	$h > 50$ mm or $> 20\%$ joints	Stabilise subgrade. Reinstatement pavement at normal level if length $< 20$ m. Within 30 days	
			5	$h > 100$ mm		
			5	$f > 18$ mm	Strengthen subgrade and sub - base by grouting and raising sunken slab	
17	Bump	h = vertical displacement from normal profile.	0	$h < 4$ mm	No action	Construction Limit for new Construction  Replace in case of new construction. Within 30 days.  Full Depth Repair. Within 30 days
			1	$h = 4 - 7$ mm	Grind, in case of new construction Within 7 days	
			3	$h = 7 - 15$ mm	Grind, in case of on going maintenance Within 15 days	
			5	$h > 15$ mm	Full Depth Repair. Within 30 days	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
<b>Joints Defects</b>						
					<b>Short Term</b>	<b>Long Term</b>
18	Lane to Shoulder Dropoff	f = difference of level	0	Nil, Not discernible, < 3 mm	No action	
			1	f = 3 - 10 mm	Spot repair of shoulder	
			2	f = 10 - 25 mm	Within 7 days	
			3	f = 25 - 50 mm	Fill up shoulder	For any 100 m stretch Reconstruct shoulder, if affecting 25% or more of stretch. Within 30 days
			4	f = 50 - 75 mm		
5	f > 75 mm	Within 7 days				
<b>Drainage</b>						
19	Pumping	quantity of fines and water expelled through open joints and cracks Nos	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		
		Nos/100m stretch	5	abundant, crack development > 25%	Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab. Within 30 days	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
20	Ponding	Ponding on slabs due to blockage of drains	0-2	not discernible problem	No Action	
			3 to 4	Blockage observed in drains, but water flowing	Clean drains etc within 7days follow up	Action required to stop water damaging foundation within 30 days
			5	Ponding, accumulation of water observed	-do-	

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

Asset Type	Performance Parameter	Level of Service (LOS)			Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Highway	Availability of Safe Sight Distance	As per IRC SP :84-2014, a minimum of safe stopping sight distance shall be available throughout.			Monthly	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
		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

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards																				
	Day time Visibility	During expected life Service Time Cement Road - 130mcd/m <sup>2</sup> /lux Bituminous Road - 100mcd/m <sup>2</sup> /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	<table border="1"> <tr> <td colspan="3"><u>Initial and Minimum Performance for Dry Retro reflectivity during night time:</u></td> </tr> <tr> <td>Design Speed</td> <td>(RL) Retro Reflectivity (mcd/m<sup>2</sup>/lux)</td> <td></td> </tr> <tr> <td></td> <td>Initial (7 days)</td> <td>Minimum Threshold level (TL) &amp; warranty period required up to 2 years</td> </tr> <tr> <td>Up to 65</td> <td>200</td> <td>80</td> </tr> <tr> <td>65 - 100</td> <td>250</td> <td>120</td> </tr> <tr> <td>Above 100</td> <td>350</td> <td>150</td> </tr> <tr> <td colspan="3"><u>Initial and Minimum Performance for Night Visibility under wet condition (Retro reflectivity):</u></td> </tr> </table>	<u>Initial and Minimum Performance for Dry Retro reflectivity during night time:</u>			Design Speed	(RL) Retro Reflectivity (mcd/m <sup>2</sup> /lux)			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	<u>Initial and Minimum Performance for Night Visibility under wet condition (Retro reflectivity):</u>			Bi-Annually	As per Annexure-E of IRC:35-2015	Re - painting	Cat-1 Defect - within 24 hours Cat-2 Defect - within 2 months
<u>Initial and Minimum Performance for Dry Retro reflectivity during night time:</u>																											
Design Speed	(RL) Retro Reflectivity (mcd/m <sup>2</sup> /lux)																										
	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																									
<u>Initial and Minimum Performance for Night Visibility under wet condition (Retro reflectivity):</u>																											

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

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Retro reflectivity	As per specification 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	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	IRC:67-2012
<b>Kerb</b>	Kerb Height	As per IRC 86:1983 depending upon type of Kerb	Bi-Annually	Use of distance measuring tape	Raising Kerb height	Within 1 Month	RC 86:1983
	Kerb Painting	<u>Functionality:</u> Functioning of Kerb painting as intended	Daily	Visual with video/image backup	Kerb Repainting	Within 7-days	RC 35:2015
<b>Other Road Furniture</b>	Reflective Pavement Markers (Road Studs)	Numbers and Functionality as per specifications in IRC:SP:84-2014 and IRC:35-2015, unless specified in Schedule-B.	Daily	Counting	New Installation	Within 2 months	IRC:SP:84-2014, IRC:35-2015
	Pedestrian Guardrail	<u>Functionality:</u> Functioning of guardrail as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:84-2014
	Traffic Safety Barriers	<u>Functionality:</u> Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014, IRC:119-2015

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	End Treatment of	Functionality: Functioning of End Treatment as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014,
	Traffic Safety Barriers			backup			IRC:119-2015
	Attenuators	Functionality: Functioning of Attenuators as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119-2015
	Guard Posts and Delineators	Functionality: Functioning of Guard Posts and Delineators as intended	Daily	Visual with video/image backup	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
<b>Highway Lighting System</b>	Highway Lights	Illumination: Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	Improvement in Lighting System	24 hours	IRC:SP:84-2014
		No major failure in the lighting system	Daily	-	Rectification of failure	24 hours	IRC:SP:84-2014
		No minor failure in the lighting system	Monthly	-	Rectification of failure	8 hours	IRC:SP:84-2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
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 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 from obstruction by vegetation	Daily	Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 84-2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Rest Areas	Cleaning of toilets	-	Daily	-	-	Every 4 hours	
	Defects in electrical, water and sanitary installations	-	Daily	-	Rectification	24 hours	
Other Project Facilities and Approach roads	Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works		Daily	-	Rectification	15days	IRC:SP 84-2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Pipe/Box/slab culverts	Free waterway/ unobstructed flow section	85% of culvert normal flow area to be 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	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
	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	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC SP:40-1993 and IRC SP:69-2011
	Structurally sound	Spalling of concrete not more than 0.25 sqm Delamination of concrete not more than 0.25 sq.m. Cracks wider than 0.3 mm not more than 1m aggregate	Bi-Annually	Detailed inspection of all components of culvert as per IRC SP:35-1990 and recording the defects	Repairs to spalling, cracking, delamination, rusting shall be followed as per IRC:SP:40-1993	15 days	IRC SP:40-1993 and MORTH Specifications clause 2800

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Protection work 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.
<b>Bridges including ROBS Flyover etc. as applicable</b>	Riding quality or user comfort	No pothole in wearing coat on bridge deck	Daily	Visual inspections per IRCSP:35-1990	Repairs to BC or wearing coat	15 days	MORTH Specification 2811
<b>Bridge - Super Structure</b>	Bumps	No bump at expansion joint	Daily	Visual inspections per IRCSP:35-1990	Repairs to BC or either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment	15 days	MORTH Specification 3004.2 & 2811
	User safety (condition of crash barrier and guard rail)	No damaged or missing stretch of crash barrier or pedestrian hand railing	Daily	Visual inspections and detailed condition survey as per IRC SP:35-1990	Repairs and replacement of safety barriers as the case may be	3 days	IRC: 5-1998 IRC:SP: 84-2004. 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	Specifications and Standards
	Rusted reinforcement	Not more than 0.25 sq.m.	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 Using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out the repair to affected concrete portion with epoxy mortar / concrete.	15 days	IRC:SP: 40-1993. And MORTH Specification 1600.
	Spalling of concrete	Not more than 0.50 sq.m.					
	Delamination	Not more than 0.50 sq.m.					
	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.
	Rain seepage through deck slab	Leakage- nil	Quarterly	Detailed condition survey as per IRC SP: 35-1990 Using Mobile Bridge Inspection Unit	Grouting with slab at leakage areas, waterproofing, repairs to drainage spouts.	1months	MORTH Specification 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.	6months	IRC:SP: 51-1999.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	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 30m.	Laser displacement sensors or laser vibro-meters	Strengthening of super structure	4 months	AASHTOLRFD Specification
	Leakage in Expansion Joints	No damage to elastomeric sealant compound in strip 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 seal in expansion joint	15 days	MORTH Specification 2600 and IRC SP: 40-1993.
	Debris and dust in strip seal expansion joint	No dust or debris in expansion 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 Specification 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	Specifications and Standards
	Drainage spouts	No down take pipe missing/broken below soffit of the deck slab. No silt, debris, clogging of drainage spout collection chamber.	Monthly	Detailed condition survey as per IRC SP: 35-1990 Using Mobile Bridge Inspection Unit	Cleaning of drainage spouts thoroughly. Replacement of missing/broken down take pipes with a minimum pipe extension of 500mm below soffit of slab. Providing sealant around the drainage spout if any leakages observed.	3 days	MORTH Specification 2700
Bridge sub structure	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 anti-corrosive coating before carrying out repairs to substructure by grouting/guniting and micro concreting depending on type of defect noticed.	30 days	IRC:SP: 40-1993. And MORTH Specification 2800.
	Bearings	Delamination of bearing reinforcement not more than 5%, cracking or tearing of rubber not more	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	In case of failure of even one bearing on any pier/abutment, all the bearings on that pier/ abutment shall be replaced, in order to get uniform load transfer on to bearings.	3 months	MORTH Specification 2810 and IRC SP: 40-199.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		than 2 locations per side, no rupture of reinforcement or rubber.					
<b>Bridge Foundations</b>	Scouring around foundations	Scouring shall not be lower than maximum scour level from the bridge	Bi-Annually	Condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit. In case of doubt, use Underwater camera for inspection of deep wells in major Rivers.	Suitable protection works around pier/ abutment	1 months	IRC:SP: 40-1993. IRC: 83-2014 MORTH Specification 2500.
	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sq.m. damage to apron (concrete apron) not more than 1 sq.m.	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	MORTH Specification 2810 and IRC SP: 40-199.

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.

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**Table 4: Maintenance Criteria for Structures and Culverts:**

**Table 5: Maintenance Criteria for Hill Roads**

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

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

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

**A. Flexible Pavement**

	Nature of Defect or deficiency	Time limit for repair/rectification
<b>(b)</b>	<b>Granular earth shoulders, sides lopes, drains and culvert</b>	
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (Seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (Seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (Thirty) days
(iv)	Rain cuts/gullies in slope	7 (Seven) days
(v)	Damage to or silting of culverts and side drains	7 (Seven) days
(vi)	Desilting of drains in urban/semi-urban areas	24 (Twenty Four) days
(vii)	Railing, parapets, crash barriers	7(seven) days (Restore immediately if causing safety hazard)
<b>(c)</b>	<b>Road side furniture including road sign and pavement marking</b>	
(i)	Damage to shape or position, poor visibility or loss of retro-reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required /Once every year
(iii)	Damaged/missing signs road requiring replacement	7 (Seven) days
(iv)	Damaged to road mark ups	7 (Seven) days
<b>(d)</b>	<b>Road lighting</b>	
(i)	Any major failure of the system	24 (Twenty Four) days
(ii)	Faults and minor failures	8 (eight) hours
<b>(e)</b>	<b>Trees and plantation</b>	

	Nature of Defect or deficiency	Time limit for repair/rectification
(i)	Obstruction in a minimum head- room of 5 m above carriageway or obstruction in visibility of road signs	24 (Twenty Four) days
(ii)	Removal of fallen trees from carriageway	4 (Four) hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
<b>(f) Rest area</b>		
(i)	Cleaning of toilets	Every 4 (four) hours
(ii)	Defects in electrical, water and sanitary installations	24 (Twenty Four) days
<b>(g) [Toll Plaza]</b>		
<b>(h) Other Project Facilities and Approach roads</b>		
(i)	Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossing,[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
<b>Bridges</b>		
<b>(a) Superstructure</b>		
(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>(b) Foundations</b>		

	Nature of Defect or deficiency	Time limit for repair/rectification
(i)	Scouring and / or cavitation	15 (fifteen) days
<b>(c) Pipers, abutment, return walls and wing walls</b>		
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
<b>(d) Bearings (metallic) of bridges</b>		
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasing of metallic bearings once in a year
<b>(e) Joints</b>		
(i)	Malfunctioning of joints	15 (fifteen) days
<b>(f) Other items</b>		
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent - holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damaged 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
<b>(g) Hill Roads</b>		
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours

	Nature of Defect or deficiency	Time limit for repair/rectification
(iii)	Snow requiring clearance	24 (twenty four) hours

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

**Schedule-F**  
(See Clause 3.1.5(a))  
**APPLICABLE PERMITS**

**1. Applicable Permits**

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

- (a) Permission of the State Government for extraction of boulders from quarry;
- (b) Permission of Village Panchayat and Pollution Control Board for installation of crushers;
- (c) License for use of explosives;
- (d) Permission of the State Government for drawing water from river/reservoir;
- (e) License from inspector of factories or other competent Authority for setting up batching plant;
- (f) Clearance of Pollution Control Board for setting up batching plant;
- (g) Clearance of Village Panchayats and Pollution Control Board for setting up asphalt plant;
- (h) Permission of Village Panchayats and State Government for borrow earth; and
- (i) Any other permits, clearances or approvals required under Applicable Laws.
- (j) Royalty permits as applicable under the state govt. rules.

1.2 Applicable permits, as required, relating to environmental protection and conservation shall have been produced by the Authority in accordance with the provisions of this Agreement

**Schedule-G**  
(See Clause 7.1.1, 7.5.3 and 19.2)  
**FORM OF BANK GUARANTEE**  
Annex-I  
(See Clause 7.1.1)  
**PERFORMANCE SECURITY**

**The Managing Director,**  
**NHIDCL,**  
**3<sup>rd</sup> Floor, PTI Building, 4, Parliament Street,**  
**New Delhi-110001**

WHEREAS:

(A) \_\_\_\_\_ [name and address of contractor] (hereinafter called “the Contractor”) and [NHIDCL], (“**the Authority**”) have entered into an agreement (the “**Agreement**”) for “**Construction of 2/4 Lane with paved shoulder of Shillong Western Bypass starting from NH-06 near Ladumsaw (Existing km 60.900 of old NH-40) to NH-106 (old NH-44E), km 0+000 to km 12+800 (Package-I) under SARDP-NE ‘PHASE A’ in the State of Meghalaya on EPC Mode**”, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period (as defined in the Agreement) in a sum of Rs. .... Crore (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 Construction Period and Defects Liability Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the NHIDCL that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in

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

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$<sup>1</sup>. 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.

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<sup>5</sup> Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

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

13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, NewDelhi 110001

14. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication no. 758, except that the supporting statement under Article 15 (a) is hereby excluded.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annex-II  
(Schedule-G)  
(See Clause 7.5.3)

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

The Managing Director,  
NHIDCL,  
3<sup>rd</sup> Floor, PTI Building, 4, Parliament Street  
New Delhi-110001

WHEREAS:

[Name and address of contractor] (hereinafter called “**the Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [NHIDCL], (hereinafter called “**the Authority**”) for the “**Construction of 2/4 Lane with paved shoulder of Shillong Western Bypass starting from NH-06 near Ladumsaw (Existing km 60.900 of old NH-40) to NH-106 (old NH-44E), km 0+000 to km 12+800 (Package-I) under SARDP-NE ‘PHASE A’ in the State of Meghalaya on EPC Mode.**” subject to and in accordance with the provisions of the Agreement.

- (A) In accordance with the Clause 7.5.3 of the Agreement, the Contractor may withdraw the retention money (hereinafter called “**Retention Money**”) after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.
- (B) We, ..... through our branch at ..... (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the amount of Rs. ....Cr. (Rs..... in words) (the “**Guarantee Amount**”).

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

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the NHIDCL that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect 90 (ninety) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority’s Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, NewDelhi110001

14. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication no. 758, except that the supporting statement under Article 15 (a) is hereby excluded

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annex-III  
(Schedule-G)  
(See Clause 19.2)

## Form for Guarantee for Advance Payment

The Managing Director,  
NHIDCL,  
3<sup>rd</sup> Floor, PTI Building, 4, Parliament Street,  
New Delhi-110001

WHEREAS:

[name and address of contractor] (hereinafter called “the Contractor”) has executed an agreement (hereinafter called the “Agreement”) with the [NHIDCL], (hereinafter called “the Authority”) for the “Construction of 2/4 Lane with paved shoulder of Shillong Western Bypass starting from NH-06 near Ladumsaw (Existing km 60.900 of old NH-40) to NH-106 (old NH-44E), km 0+000 to km 12+800 (Package-I) under SARDP-NE ‘PHASE A’ in the State of Meghalaya on EPC Mode” subject to and in accordance with the provisions of the Agreement.

- (A) In accordance with the Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing (@ Bank Rate) advance payment (hereinafter 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”)<sup>§2</sup>.
- (B) We, .....through our branch at ..... (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount.

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

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

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

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

8. The guarantee shall cease to be in force and effect on \*\*\*\*.<sup>§3</sup> 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.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in Para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, NewDelhi 110001

14. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication no. 758, except that the supporting statement under Article 15 (a) is hereby excluded.

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

SIGNED, SEALED AND DELIVERED

<sup>§3</sup>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).

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**Annex-IV**

**(Schedule - G)**

(See Clause 7.1)

**Form of Insurance Surety Bond**

**[Performance Security/Additional Performance Security]**

National Highways & Infrastructural Development Corporation Ltd.

PTI Building, 3<sup>rd</sup> Floor,

4, Parliament Street

New Delhi - 110001

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 “\*\*\*\*\* EPC Mode” subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and MaintenancePeriod}{asdefinedintheAgreement)inasumofRs.....cr.(Rupees ..... crore) (the “**Surety Bond Amount**”).
- (C) We, ..... through our branch at ..... (the “**Surety Insurer**”) have agreed to furnish this bank guarantee (*hereinafter called the “**Surety Bond**”*) by way of Performance Security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- The **Surety Insurer** 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 **Surety Bond**

Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Infrastructure Development Corporation Limited], 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 **Surety Insurer**. The **Surety Insurer** 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 **Surety Insurer**, 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 **Surety Bond**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**, 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 **Surety Insurer** under this **Surety Bond**.
4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this **Surety Bond**.
5. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the 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 **Surety Insurer** 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 **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.
6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in

respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** 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 **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
8. The **Surety Bond** shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.
9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** 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 **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer**.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This **Surety Bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This **Surety Bond** shall also be operatable at our .... Branch at New Delhi, from whom confirmation regarding the issue of this **Surety Bond** or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the branch concerned/  
specific portal created for this purpose.

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 Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- (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)

**1 Contract Price Weightages**

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

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

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
1	Road works including culverts, widening and repair of culverts	33.300%	<b>A.1 - Widening and strengthening of existing road</b>	
			(1) Earthwork up to top of the subgrade	0.000%
			(2) Subbase course (GSB)	0.000%
			(3) Non-bituminous base course (WMM)	0.000%
			(4) Bituminous base	0.000%
			(5) wearing coat	0.000%
			(6) widening and repair of culverts	0.000%
			<b>A.2 - Widening and strengthening of existing road(Rigid Pavement)</b>	
			(1) Earthwork up to top of the subgrade	0.000%
			(2) Subbase course (GSB)	0.000%
			(3) Dry lean concrete (DLC)	0.000%
			(4) Pavement quality concrete (PQC) course	0.000%
			<b>B.1 - Reconstruction/ realignment/ bypass/Geometric Improvement (Flexible pavement)</b>	
			(1) Earthwork up to top of the subgrade	43.200%
			(2) Subbase course (GSB)	4.800%
			(3) Non-bituminous base course (WMM)	6.600%
			(4) Bituminous base	6.700%
			(5) wearing coat	3.100%
			<b>B.2 - Reconstruction/ realignment/ bypass/Geometric Improvement (Rigid Pavement)</b>	
			(1) Earthwork up to top of the subgrade	9.900%
(2) Subbase course (GSB)	1.100%			

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
			(3) Dry lean concrete (DLC)	2.600%
			(4) Pavement quality concrete (PQC) course	8.200%
			<b>C.1 - Reconstruction/ New Service Road (flexible Pavement)</b>	
			(1) Earthwork up to top of the subgrade	2.500%
			(2) Subbase course (GSB)	0.300%
			(3) Non-bituminous base course (WMM)	0.200%
			(4) Bituminous base	0.200%
			(5) wearing coat	0.100%
			<b>C.2 - Reconstruction/ New Service Road (Rigid Pavement)</b>	
1	Road works including culverts, widening and repair of culverts	33.300%	(1) Earthwork up to top of the subgrade	0.000%
			(2) Subbase course (GSB)	0.000%
			(3) Dry lean concrete (DLC)	0.000%
			(4) Pavement quality concrete (PQC) course	0.000%
			<b>D. - Reconstruction/ New culverts on existing road, realignment, bypasses, Geometric Improvement</b>	
			(1) Hume Pipe Culvert	0.600%
			(2) Box culvert	7.500%
			(3) Slab Culvert	2.400%
2	Minor Bridges/ Underpasses/ Overpasses/ Viaduct	2.600%	<b>A.1 - Widening and repairs of Minor Bridges</b>	
			Widening of existing bridges	0.000%
			rehabilitation of existing bridges	0.000%
			<b>A.2 - New of Minor Bridges</b>	
			(1) <b>Foundation</b> : on completion of foundation work including foundation for wing and return wall	24.600%
			(2) <b>Sub-structure</b> : on completion of abutments, piers upto the abutment/pier cap.	29.200%
			(3) <b>Super-structure</b> : On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs &	39.300%

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
			markings, tests on completion etc. complete in all respect.	
			(4) <b>Approaches:</b> On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	6.900%
			(5) <b>Guide Bunds and River Training works:</b> (On completion of Guide Bunds and river training works complete in all respects.)	
			<b>B.1 - Widening and repairs of Underpasses/Overpasses</b>	
			Underpasses/ Overpasses	
			<b>B.2 - New Underpasses/Overpasses</b>	0.000%
			(1) <b>Foundation :</b> on completion of foundation work including foundation for wing and return wall	0.000%
			(2) <b>Sub-structure:</b> on completion of abutments, piers upto the abutment/pier cap.	0.000%
			(3) <b>Super-structure:</b> On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	
			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.	0.000%
			(4) <b>Approaches:</b> On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.000%
<b>3</b>	Major Bridge works and ROB/RUB/elevated sections	39.500%	<b>A.1 - Widening and repairs of existing major bridges</b>	
			(1) Foundation:	0.000%
			(2) Sub-structure:	0.000%
			(3) Super-structure: (including bearings.)	0.000%
			(4) Wearing Coat	0.000%

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
			including expansion joints	
			(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	0.000%
			(6) Wing walls/return walls	0.000%
			(7) Guide bunds, river training works etc.	0.000%
			(8) Approaches (including retaining walls, stone pitching, protection works).	0.000%
			<b>A.2 - New major bridges</b>	
			(1) Foundation: Foundation for abutment, piers	51.450%
			(2) Sub-Structure for abutment, piers up to abutment/pier cap level	13.230%
			(3) Super-structure: including girder, deck slab, bearings (excluding wearing coat and expansion joints)	
			(a) Super Structure : casting of girder/fabrication of girders (Steel)	0.000%
			(b) Super structure : Casting of segments	33.640%
			(c) Super structure : erection of girders, deck slab and bearings	0.000%
			(4) Other Ancillary works : wearing coat, expansion joints hand rails, crash barriers, tests on completion etc. completion in all respect.	1.660%
			(5) Miscellaneous Works: stone pitching, protection works, excluding retaining walls/reinforced earth walls etc.	0.000%
			(6) Wing walls/return walls upto full height	0.020%
			(7) Guide bunds, River Training works etc.	0.000%
			(8) Retaining walls/Reinforced earth walls etc.	0.000%
			<b>B.1 - Widening and repairs of (a) ROB and (b) RUB</b>	
			(1) Foundation	0.000%
			(2) Sub structure	0.000%
			(3) Superstructure (including bearing)	0.000%
			(4) wearing coat: (a) in case of ROB - wearing coat including expansion joints complete	0.000%

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
			in all respects as specified and (b) in case of RUB - rigid pavement under RUB including drainage facility complete in all respect as specified.	
			(5) Miscellaneous items (like hand rails, crash barriers, road markings etc.)	0.000%
			(6) wing walls/return walls	0.000%
			(7) Approaches (including retaining walls, stone pitching, protection works).	0.000%
			<b>B.2 - New ROB / RUB</b>	
			(1) Foundation	0.000%
			(2) Sub structure	0.000%
			(3) Superstructure (including bearing)	0.000%
			(4) wearing coat: (a) in case of ROB - wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB - rigid pavement under RUB including drainage facility complete in all respect as specified.	0.000%
			(5) Miscellaneous items (like hand rails, crash barriers, road markings etc.)	0.000%
			(6) wing walls/return walls	0.000%
			(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.000%
			<b>C.1 - Widening and repairs of Elevated section/Flyover/Grade Separators</b>	
			(1) Foundation	0.000%
			(2) Sub structure	0.000%
			(3) Superstructure (including bearing)	0.000%
			(4) wearing coat including expansion joint	0.000%
			(5) Miscellaneous items (like hand rails, crash barriers, road markings etc.)	0.000%
			(6) wing walls/return walls	0.000%
			(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.000%
			<b>C.2 - New Elevated section/Flyover/Grade</b>	
3	Major Bridge works and ROB/RUB/elevated sections	39.500%		

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
			<b>Separators</b>	
			(1) Foundation:	0.000%
			(2) Sub-structure:	0.000%
			(3) Superstructure (including bearing)	0.000%
			(4) wearing coat including expansion joint	0.000%
			(5) Miscellaneous items (like hand rails, crash barriers, road markings etc.)	0.000%
			(6) wing walls/return walls	0.000%
			(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.000%
			<b>Other works</b>	
			(i) Toll plaza	0.000%
			(ii) Road side drains	13.300%
			(iii) Road signs, markings, km stones safety Devices etc.	5.200%
			(iv) Project facilities	
			(a) Bus Bay with shelter	0.000%
			(b) Truck laybys	0.200%
			(c) Rest areas	0.000%
			(d) others (to be specified)	
			(i) Street Lighting	0.600%
			(ii) Maintenance of existing road	2.600%
			(iii) Utility Ducts	0.100%
			(iv) Temporary diversion	0.000%
			(v) Junction improvement works including Connecting Road & Junction under Grade separator, noise barrier.	1.700%
			(v) Road side plantation	0.000%
			(vi) Repair of protection works other than approaches to the bridges, elevated sections/ flyovers/grade separators and ROB/RUBs.	0.000%
			(vii) Protection works Retaining Walls other than approaches to the bridges, elevated sections, flyovers/grade separators and ROB/RUBs.	41.900%
			(viii) Protection works RRM Walls/ Breast Walls other than approaches to the bridges, elevated sections, flyovers/grade separators and ROB/RUBs.	20.900%
4	Other works	24.600%		
4	Other works	24.600%		

S. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
	1	2	3	4
			(ix) Protection works Parapet walls other than approaches to the bridges, elevated sections, flyovers/grade separators and ROBs/RUBs.	7.000%
			(x) Safety and traffic management during construction	0.100%
			(xi) Side Slope Protection works Turfing and stone pitching	6.400%

### 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
<b>A.1 - Widening and strengthening of existing road</b>		
(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 a length of not less than 500 m OR Stage in Full length, whichever is less.
(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 on 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>A.2 - Widening and strengthening of existing road (Rigid Pavement)</b>		
(1) Earthwork up to top of the subgrade	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 500 m OR Stage in Full length, whichever is less.
(2) Subbase course (GSB)	0.000%	
(3) Dry lean concrete (DLC)	0.000%	
(4) Pavement quality concrete (PQC) course	0.000%	
<b>B.1 - Reconstruction/ realignment/ bypass/Geometric Improvement (Flexible pavement)</b>		
(1) Earthwork up to top of the sub- grade	43.200%	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 500 m OR Stage in Full length, whichever is less. <b>In case of Hill Cutting, the payment procedure will be as under:</b>
Hill Cutting		Weightage of Hill cutting shall be 40 % of total cost of Earthwork (B.1 (1) as above).

Table 1.3.1		
Stage of Payment	Percentage -weightage	Payment Procedure
		Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 500 m OR Stage in full length, whichever is less.
Preparation of Sub grade		Weightage of Subgrade shall be 60 % of total cost of Earthwork (B.1 (1) as above). Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 500 OR Stage in full length, whichever is less.
(2) Sub-base Course	4.800%	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 500 m OR Stage in Full length, whichever is less.
(3) Non bituminous Base course	6.600%	
(4) Bituminous Base course	6.700%	
(5) Wearing Coat	3.100%	
<b>B.2 - Reconstruction realignment/ bypass/Geometric Improvement (Rigid Pavement)</b>		
(1) Earthwork up to top of the sub- grade	9.900%	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 500 m <b>OR</b> Stage in Full length, whichever is less. <b>In case of Hill Cutting, the payment procedure will be as under:</b>
Hill Cutting		Weightage of Hill cutting shall be 40 % of total cost of Earthwork (B.2 (1) as above). Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 500 m OR Stage in full length, whichever is less.
Preparation of Sub grade		Weightage of Subgrade shall be 60 % of total cost of Earthwork (B.2 (1) as above). Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 500 OR Stage in full length, whichever is less.
(2) Sub-base Course	1.100%	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 500 m OR Stage in Full length, whichever is less.
(3) Dry lean concrete (DLC)	2.600%	
(4) Pavement quality concrete (PQC) course	8.200%	
<b>C.1 - Reconstruction/ New Service Road (flexible Pavement)</b>		
(1) Earthwork up to Subgrade top	2.500%	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 500 m <b>OR</b> Stage in Full length, whichever is less. <b>In case of Hill Cutting, the payment procedure will be as under:</b>
Hill Cutting		Weightage of Hill cutting shall be 40 % of total cost of Earthwork (C.1 (1) as above). Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 500 m OR Stage in full length, whichever is less.
Preparation of Sub grade		Weightage of Subgrade shall be 60 % of

Table 1.3.1		
Stage of Payment	Percentage -weightage	Payment Procedure
		total cost of Earthwork (C.2 (1) as above). Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 500 OR Stage in full length, whichever is less.
(2) Subbase course (GSB)	0.300%	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 500 m OR Stage in Full length, whichever is less.
(3) Non-bituminous base course (WMM)	0.200%	
(4) Bituminous base	0.200%	
(5) wearing coat	0.100%	
<b>C.2 - Reconstruction/ New Service Road (Rigid Pavement)</b>		
(1) Earthwork up to Subgrade top	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 500 m OR Stage in Full length, whichever is less.
(2) Subbase course (GSB)	0.000%	
(3) Dry lean concrete (DLC)	0.000%	
(4) Pavement quality concrete (PQC) course	0.000%	
<b>D. - Reconstruction &amp; New Culverts on existing road, realignments, bypasses, Geometric Improvement</b>		
(1) Hume Pipe Culvert	0.600%	Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of at least 1 (One) culvert.
(2) Box culvert	7.500%	
(3) Slab Culvert	2.400%	

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

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

Where P= Contract Price. And 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.**

- i. **Minor Bridges and Underpasses/Overpasses-** Procedure for estimating the value of Minor Bridge and underpasses/Overpasses shall be as stated in table 1.3.2:

Table 1.3.2		
Stage of Payment	Weightage	Payment Procedure
<b>A.1 - Widening and repairs of Minor Bridges</b>		
Widening of existing 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.
rehabilitation of existing bridges	0.000%	
<b>A.2 - New of Minor Bridges</b>		
(1) <b>Foundation</b> : on completion of foundation work including foundation for wing and return wall	24.600%	(i) Foundation: Payment against Foundation shall be made on pro rata basis on completion of atleast two foundations. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.

Table 1.3.2		
Stage of Payment	Weightage	Payment Procedure
(2) <b>Sub-structure:</b> on completion of abutments, piers upto the abutment/pier cap.	29.200%	(ii) Sub Structure: Payment against Sub Structure shall be made on pro rata basis on completion of atleast two sub structures upto abutment / pier cap level of each bridge.
(3) <b>Super-structure:</b> On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	39.300%	(iii) 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.
(4) <b>Approaches:</b> On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	6.900%	(iv) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches in all respect as specified in the column of "Stage of Payment" in this sub-clause.
(5) <b>Guide Bunds and River Training Works:</b> 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>B.1 - Widening and repairs of Underpasses/Overpasses</b>	0.000%	Cost of each underpass/overpass shall be determined on pro rata basis with respect to the total linear length of the underpass/overpasses. Payment shall be made on the completion of widening & repair works of an underpass/overpass.
<b>B.2 - New Underpasses/Overpasses</b>		
(1) <b>Foundation :</b> on completion of foundation work including foundation for wing and return wall	0.000%	(i) Foundation: Payment against Foundation shall be made on pro rata basis on completion of atleast two foundations. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2) <b>Sub-structure:</b> on completion of abutments, piers upto the abutment/pier cap.	0.000%	(ii) Sub Structure: Payment against Sub Structure shall be made on pro rata basis on completion of atleast two sub structures upto abutment / pier cap level of each underpass / overpass.
(3) <b>Super-structure:</b> On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect	0.000%	(iii) 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		

<b>Stage of Payment</b>	<b>Weightage</b>	<b>Payment Procedure</b>
including drainage facility complete in all respects as specified as specified.		
(4) <b>Approaches:</b> On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.000%	(iv) 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.

- ii. **Major Bridge works, ROB/RUB and Structures-** Procedure for estimating the value of major Bridge works, ROB/RUB and structure work shall be as stated in table 1.3.3:

<b>Stage of payment</b>	<b>Weightage</b>	<b>Payment procedure</b>
<b>A.1 - Widening and repairs of existing major bridges</b>		
(1) Foundation:	0.000%	Foundation: Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge 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.
(2) Sub-structure:	0.000%	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 sub-structure 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.
(3) Super-structure: (including bearings.)	0.000%	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.
(4) Wearing Coat including expansion joints	0.000%	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	0.000%	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	0.000%	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all

Table 1.3.3		
Stage of payment	Weightage	Payment procedure
		respects as specified.
(7) Guide bunds, River Training works etc.	0.000%	Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.
(8) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
<b>A.2 - New major bridges</b>		Cost of each structure shall be determined on pro rata basis in respect to the total liner length (m) of all the structures. Payments shall be made on completion of each stage of structures as per weightage given below-
<b>For bridges having span more than or equal to 60 m</b>		
(1) Foundation: Foundation for abutment, piers		Payment procedure shall be as under-
<b>In case of Well Foundation</b>		Cost of each foundation shall be determined from cost of all foundations as under: Cost of one foundation of depth 'd' = $(d/D) \times \text{Cost of all foundations}$ D= sum of depth of all foundations; Depth of foundations shall be as per approved designs & drawings by AE. Payment against foundations shall be made on pro-rata basis on completion of a stage as under:
<i>a. Cutting edge + Well curb</i>		Weightage shall be 10 % of total cost of one well foundation. Payment shall be on completion of a stage i.e. completion of cutting edge and well curb.
<i>b. Well staining upto bottom of well cap</i>		Weightage shall be 80 % of total cost of one well foundation. Unit of measurement is linear depth of foundation in meter. Payment shall be made on pro rata basis on completion of a stage in a depth of not less (i) 10 m in first stage and (ii) 5 m in subsequent stages.
<i>c. Bottom Plug+ Top Plug ( if provisioned as per design) + Well cap</i>	51.450%	Weightage shall be 10 % of total cost of one well foundation. Payment shall be on completion of a stage i.e. Bottom Plug+ Top Plug (if provisioned as per design) + Well cap in all respect. In case where load testing is required for foundation, the payment of this stage shall be made after the foundation is passed in the load testing.
<b>In case of Pile Foundation</b>		Cost of each foundation shall be determined from cost of all foundations as under:

Table 1.3.3		
Stage of payment	Weightage	Payment procedure
		Cost of one foundation of depth 'd' = $(d/D) \times$ Cost of all foundations D= sum of depth of all foundations; Depth of foundations shall be as per approved designs & drawings by AE. Payment against foundations shall be made on pro-rata basis on completion of a stage as under:
a. Piling		Weightage shall be 70 % of total cost of one foundation. Unit of measurement is no. of piles completed till bottom of Pile cap. Payment shall be made on pro rata basis on completion of a stage in nos. of not less than 50 % of total piles.
b. Pile cap		Weightage shall be 30 % of total cost of one foundation. Payment shall be on completion of a stage i.e. completion of Pile cap.
<b>In case of Open Foundations</b>		Cost of each foundation shall be determined from cost of all foundations divided by nos. of all foundations in a Bridge. Payment against foundations shall be made on pro-rata basis on completion of a stage i.e. 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 were specified.
(2) Sub-Structure for abutment, piers up to abutment/pier cap level	13.230%	Cost of one Sub-structure of the Bridge shall be determined from total cost of sub-Structures of a Bridge divided by total nos. of Substructures. Payment shall be on completion of a stage i.e. completion of atleast one substructure upto abutment/pier cap level of each structure.
(3) Super-structure: including girder, deck slab, bearings (excluding wearing coat and expansion joints)		
(a) Super Structure : casting of girder/fabrication of girders (Steel)	0.000%	(a) Super structure (casting of girder): Unit of measurement is numbers. Payment against casting of girders shall be made on pro rata basis with respect to total numbers of girders required in the structure on completion of a stage i.e. not less than completion of casting of at least five girders of the structure.
(b) Super structure : Casting of segments	33.640%	(b) Super structure (Casting of segments): Unit measurement is numbers. Payment against casting of segments shall be made on pro rata basis with respect of total numbers of segments required in the structure on

<b>Table 1.3.3</b>		
<b>Stage of payment</b>	<b>Weightage</b>	<b>Payment procedure</b>
		completion of a stage i.e. not less than completion of casting at least 10 (ten) segments of the structure.
<i>(c) Super structure : erection of girders, deck slab and bearings</i>	0.000%	(c) Super structure (Erection of girders, deck slab and bearing): Payment shall be made on pro rata basis on completion of a stage i.e. completion of supers structure including bearings of at least one span in all respects as specified.
(4) Other Ancillary works : wearing coat, expansion joints hand rails, crash barriers, tests on completion etc. completion in all respect.	1.660%	(iv) Other Ancillary works: Payment shall be made on pro-rata basis on completion of the stage in all respect as specified, for each structure.
(5) Miscellaneous Works: stone pitching, protection works, excluding retaining walls/reinforced earth walls etc.	0.000%	(v) Miscellaneous Works: Payment shall be made on pro-rata basis on completion of the stage in all respect as specified, for each structure.
(6) Wing walls/return walls upto full height	0.020%	(vi) Wing/Return wall up to full height: Payment shall be made on completion of all wing wall/return walls for bridge, complete in all respect as specified.
(7) Guide bunds, River Training works etc.	0.000%	Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.
(8) Retaining walls/Reinforced earth walls etc.	0.000%	
<i>a) Panel Casting</i>		a) Panel Casting : Unit of measurement is area in Sqm. Payment against casting of panels shall be made on pro rata basis with respect to total area of panels required for the structure on completion of a stage i.e. not less than completion of casting of 25% of scope of the RE wall panel of each bridge.
<i>b) Erection of panel / construction of retaining wall</i>		b) Erection of Panel / Construction of Retaining wall: Unit of measurement is area in Sqm. Payment shall be made on pro rata basis on completion of stage i.e. completion of erection of panels/ Construction of retaining wall complete in all respect for atleast 25% scope of work for each structure.
<b>B.1 - Widening and repairs of (a) ROB and (b) RUB</b>		
(1) Foundation	0.000%	Foundation: Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUB. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the

Table 1.3.3		
Stage of payment	Weightage	Payment procedure
		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.
(2) Sub-structure	0.000%	Sub-structure: Payment against sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of ROB/RUB subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the ROB/RUB.
(3) Super-structure (including bearing)	0.000%	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.
(4) Wearing Coat including expansion joints in case of ROB. In case of RUB-rigid pavement under RUB including drainage facility as specified	0.000%	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.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	0.000%	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	0.000%	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Approaches (including retaining walls, stone pitching, protection works)..	0.000%	Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified
<b>B.2 - New ROB / RUB</b>		
(1) Foundation	0.000%	Foundation: Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUB. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the ROB/RUB 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.
(2) Sub-structure	0.000%	Sub-structure: Payment against sub-

<b>Table 1.3.3</b>		
<b>Stage of payment</b>	<b>Weightage</b>	<b>Payment procedure</b>
		structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of ROB/RUB bridge subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the ROB/RUB.
(3) Super-structure (including bearing)	0.000%	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.
(4) Wearing Coat including expansion joints in case of ROB. In case of RUB-rigid pavement under RUB including drainage facility as specified	0.000%	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.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	0.000%	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	0.000%	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Approaches (including Retaining walls / Reinforced Earth wall, stone pitching and protection works)	0.000%	Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified
<b>C.1 - Widening and repairs of Elevated section/Flyover/Grade Separators</b>		
(1) Foundation	0.000%	Foundation: Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structure. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the structure 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.
(2) Sub-structure	0.000%	Sub-structure: Payment against sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of structure subject to completion of at least two sub-structures of abutments/piers up to

Table 1.3.3		
Stage of payment	Weightage	Payment procedure
		abutment/pier cap level of the structure.
(3) Super-structure (including bearing)	0.000%	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.
(4) Wearing Coat including expansion joints	0.000%	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	0.000%	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	0.000%	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.000%	Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified
<b>C.2 - New Elevated section/Flyover/Grade Separators</b>		
(1) Foundation	0.000%	Foundation: Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structure. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the structure 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.
(2) Sub-structure	0.000%	Sub-structure: Payment against sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of structure subject to completion of at least two sub-structures of abutments/piers up to abutment/pier cap level of the structure.
(3) Super-structure (including bearing)	0.000%	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.
(4) Wearing Coat including expansion joints	0.000%	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.

<b>Stage of payment</b>	<b>Weightage</b>	<b>Payment procedure</b>
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	0.000%	Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	0.000%	Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Approaches (including Retaining walls / Reinforced Earth wall, stone pitching and protection works)	0.000%	Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified

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

<b>Stage of Payment</b>	<b>Weightage</b>	<b>Payment Procedure</b>
(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	13.300%	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5 % (five per cent) of the total length.
(iii) Road signs, markings, km stones safety Devices etc.	5.200%	
(vi) Project Facilities		Payment shall be made on pro rata basis for completed facilities.
a) Bus bays	0.000%	
b) Truck laybys	0.200%	
(c) Rest areas	0.000%	
d) Others (To be specified)		
(i) Street Lighting	0.600%	
(ii) Maintenance of existing road	2.600%	
(iii) Utility Ducts	0.100%	
(iv) Temporary diversion	0.000%	
(v) Rainwater Harvesting	0.000%	
(vi) Junction improvement works including Connecting Road & Junction under Grade separator etc.	1.700%	
(vi) Road side Plantation	0.000%	Unit of measurement is linear length.
(vii) Repair of protection works other than approaches to the bridges, elevated sections, flyovers/ grade separators and ROBs/RUBs.	0.000%	Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5 % (five per cent) of the total length.
(vii) Protection works Retaining Walls other than approaches to the bridges, elevated sections, flyovers/grade separators and	41.900%	Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5 % (five per cent) of the total length.

Table 1.3.4		
Stage of Payment	Weightage	Payment Procedure
ROBs/RUBs.		
(viii) Protection works RRM Walls/ Breast Walls other than approaches to the bridges, elevated sections, flyovers/grade separators and ROBs/RUBs.	20.900%	Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5 % (five per cent) of the total length.
(ix) Protection works Parapet walls other than approaches to the bridges, elevated sections, flyovers/grade separators and ROBs/RUBs.	7.000%	Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5 % (five per cent) of the total length.
(x) Safety and traffic management during construction	0.100%	Payment shall be made on prorata basis every six months.
(xi) Side Slope Protection works Turfing and stone pitching	6.400%	Payment shall be made on pro rata basis on completion of a stage in a length of not less than 5 % (five per cent) of the total length

## 2. Procedure for payment for Maintenance.

2.1. The cost for maintenance shall be as stated in Clause 14.1.(i)

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

**Note 1: The weightage for the stages of superstructure for New Major Bridges, New ROB/RUB, New Elevated sections / Flyovers / Grade separators as mentioned in sl. no. 3 of A2, B2 & C2 of table 1.3.3 will be as under:**

- a) Casting of girders-40%
- b) Erection of girders -60%
- c) Casting of segments-40%
- d) Erection of segments 60%

**Note 2: The weightage for the stage of Retaining walls/Reinforced Earth Wall for New Major Bridges, New ROB/RUB, New Elevated sections / Flyovers / Grade separators mentioned in sl. no. 8 of A2 and sl. no. 7 of B2 & C2 respectively of table 1.3.3 will be as under:**

- a) Casting of Panels-40%
- b) Erection of Panels 60 %

**Note 3: The weightages pertaining to the sub-stages of Toll Plaza mentioned in sl. no.**

**(i) of other works as in table 1.3.4 will be as under :**

- a) Rigid pavement upto DLC (LHS) -12.5 %
- b) Rigid pavement upto DLC (RHS)- 12.5 %
- c) PQC (LHS)-25 %
- d) PQC (RHS)-25 %
- e) Admin Building, Maintenance Building & Misc. Works-10%
- f) Canopy, Toll Booth, Safety Items & Miscellaneous Works-12.5 %
- g) Toll Plaza Tunnel-2.5 %

**Schedule - I**

(See Clause 10.2 (iv))

**1. Drawings**

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. A minimum list of the drawings of the various components/elements of the project highway and project facility required to be submitted by the Contractor is given below:

- (a) Drawing of horizontal alignment, vertical profile and detailed cross sections;
- (b) Drawings of cross drainage works, i.e. Bridges/Culverts/Flyovers and Other Structures;
- (c) Drawings for River Training works;
- (d) Drawings of interchanges, major intersections and underpasses;
- (e) Drawing of control centre;
- (f) Drawings of road furniture items including traffic signage, marking, safety barriers, etc;
- (g) Drawings of traffic diversions plans and traffic control measures;
- (h) Drawings of road drainage measures;
- (i) Drawings of typical details slope protection measures;
- (j) Drawings of landscaping and horticulture;
- (k) Drawings of pedestrian crossing;
- (l) Drawings of street lighting;
- (m) General Arrangement showing Base Camp and Administrative Block;
- (n) Any other drawings as per instruction of Authority Engineer.

**Schedule-J**

(See Clause 10.3.2)

**PROJECT COMPLETION SCHEDULE**

**1. Project Completion Schedule**

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

**2. Project Milestone-I<sup>5</sup>**

2.1 Project Milestone-I shall occur on the date falling on the 150<sup>th</sup> (One Hundred and Fifty) days from the Appointed Date (the “**Project Milestone-I**”).

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

**3. Project Milestone-II<sup>5</sup>**

3.1 Project Milestone-II shall occur on the date falling on the 360<sup>th</sup> (Three hundred and sixty) days from the Appointed Date (the “**Project Milestone-II**”).

3.2 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 30% (thirty per cent) of the Contract Price.

**4. Project Milestone-III<sup>5</sup>**

4.1 Project Milestone-III shall occur on the date falling on the 600<sup>th</sup> (Six hundred) day from the Appointed Date (the “**Project Milestone-III**”).

4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 60% (sixty per cent) of the Contract Price.

**5. Schedule Completion Date**

5.1 The Scheduled Completion Date shall occur on the 910<sup>th</sup> (Nine Hundred and Tenth) day from the Appointed Date.

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

**6. Extension of time**

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

<sup>5</sup> If total project length is say ‘L’ km and the unencumbered length along existing road as handed over on the appointed date is ‘L<sub>1</sub>’ km (including bypasses, re-alignment, structure etc.) and balance length i.e. ‘L<sub>2</sub>’ km (L-L<sub>1</sub>) is to be handed over on a later date as per the memorandum signed under provision of Clause 8.2.1 of the Contract Document, then the Project Milestone-I, II and III shall be linked to stage payment statement for amount in percentage of the contract price worked out on prorata basis for the ‘L<sub>1</sub>’ km length handed over of balance length, the subsequent Project Milestone shall be linked to stage payment statement for amount in percentage of the total contract price.

For example:

If the date for Milestone-I and Milestone-II is 180<sup>th</sup> and 300<sup>th</sup> day from appointed date and balance ‘L<sub>2</sub>’ km length is handed over after 300<sup>th</sup> day from appointed date, then the stage payment statement required for achieving Milestone-I and Milestone-II should be linked to Contract Price worked out on prorata basis for the L<sub>1</sub> km length [i.e. for Contract Price x L<sub>1</sub>/L]. Subsequent Milestone i.e. Milestone-III will be linked to stage payment statement for amount in percentage of the total contract price. **In no case, there shall be any change in the schedule completion date unless extension of time has been granted by the Authority under Clause 10.3 and 10.5 of the contract agreement.**

In order for the above dispensation to come into operation, it is necessary that a suitable mechanism (like escrow account) is evolved between the parties to the effect that the payments released to the contractor under the above dispensation would be used for completion of the project in the first instance and shall be available to the Contractor only after meeting his project related commitments.

**Schedule-K**  
(See Clause 12.1.2)  
**Tests on Completion**

**1. Schedule for Tests**

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

**2 Tests**

- 2.1 Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include all the tests specified in IRC code, manual and MORTH specifications for the road and Bridge works, 5th revision, 2013.
- 2.2 Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometer.
- 2.3 Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) meters or more shall also be subjected to load testing.
- 2.4 Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.
- 2.5 Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 2.6 Safety Audit: The Authority's Engineer shall carry out or cause to be carried out, a safety audit to determine conformity of the Project Highway with the safety requirements and Good Industry Practice.

**3 Agency for conducting Tests**

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

**4. Completion Certificate**

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

**Schedule-L**

(See Clause 12.2 and 12.4)

**PROVISIONAL CERTIFICATE**

1. 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 “**Package-V - Improvement to 2 Lane with paved shoulder / 4 lane of NH-40 section from Km 151+330 to Km 163+400 (design Km 63+530 to Km 71+520) design length 7.99 Km in the State of Meghalaya on EPC Mode under JICA loan Assistance**”, through .....(Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
  
2. Works that are incomplete on account of Time Extension have been specified in the Punch List appended hereto, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the Users of the Project Highway or affect their safety. The Contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works within 30 (thirty) days hereof. These minor works have also been specified in the aforesaid Punch List.
  
3. In view of the foregoing, I am satisfied that that Project Highway from km 8.000 to km 65.000 can be safely and reliably placed in service of the users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into operation on this the ...day of..... 20 .....

ACCEPTED, SIGNED, SEALED  
AND DELIVERED  
For and on behalf of  
CONTRACTOR by

(Signature)

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
AUTHORITY’S ENGINEER by:

(Signature)

**COMPLETION CERTIFICATE**

1. I, .....(Name of the Authority’s Engineer), acting as Authority’s Engineer, under and in accordance with the Agreement dated .....(the “**Agreement**”), for construction of the “**Package-V - Improvement to 2 Lane with paved shoulder / 4 lane of NH-40 section from Km 151+330 to Km 163+400 (design Km 63+530 to Km 71+520) design length 7.99 Km in the State of Meghalaya on EPC Mode under JICA loan Assistance**”, 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 safety 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.....

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**

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

**2. Percentage reductions in lump sum payments**

2.1 The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
<b>(a)</b>	<b>Carriageway/Pavement</b>	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
<b>(b)</b>	<b>Road, Embankment, Cuttings, Shoulders</b>	
(i)	Edge drop, inadequate crossfall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
<b>(c)</b>	<b>Bridges and Culverts</b>	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%
(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
<b>(d)</b>	<b>Roadside Drains</b>	
(i)	Cleaning and repair of drains	5%
<b>(e)</b>	<b>Road Furniture</b>	

(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5th km stones	5%
<b>(f)</b>	<b>Miscellaneous Items</b>	
(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%
<b>(g)</b>	<b>Defects in Other Project Facilities</b>	5%

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

$$R = P/100 \times M \times L1/L$$

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

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

L1 = Non-complying length

L = Total length of the road,

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

The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or 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 18.1.1)

**SELECTION OF AUTHORITY’S ENGINEER**

**1 Selection of Authority’s Engineer**

- 1.1 The provisions of the Model Request for Proposal for Selection of Technical Consultants, issued by the Ministry of Finance in May 2009, or any substitute thereof or ‘Guidelines for Employment of Consultants under Japanese ODA Loans’ or a combination of certain provisions thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Authority’s Engineer.
- 1.2 The Authority shall invite Expression of Interest from Consulting Engineering firms or bodies corporate to undertake and perform the duties and functions set forth in Annexure-I of Schedule-N and thereupon shortlist qualified firms in accordance with pre-determined criteria.
- 1.3 The Authority shall invite the aforesaid shortlisted firms to submit their respective technical and financial offers, each in separate sealed cover and/or upload online. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall open the financial bids in respect of each shortlisted firm and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial score shall be assigned respective weights of 80:20.
- 1.4 In the event of termination of the Technical Consultants appointed in accordance with the provisions of above Paragraphs 1.1 to 1.3, the Authority shall appoint another firm of Technical Consultants forthwith and may engage a government-owned entity in accordance with the provisions of Paragraph 3 of this Schedule-N.

**2 Terms of Reference**

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

**3 Appointment of Government entity as Authority’s Engineer**

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

Annex – I  
(Schedule - N)

**TERMS OF REFERENCE FOR AUTHORITY’S ENGINEER**

**1. Scope**

1.1 These Terms of Reference (the “**TOR**”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated..... (the “**Agreement**), which has been entered into between the Ministry of Road Transport and Highways (the “**Authority**”) and ..... (the “**Contractor**”) for “*Package-V - Improvement to 2 Lane with paved shoulder / 4 lane of NH-40 section from Km 151+330 to Km 163+400 (design Km 63+530 to Km 71+520) design length 7.99 Km in the State of Meghalaya on EPC Mode under JICA loan Assistance*”, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 The TOR shall apply to construction and maintenance of the Project Highway.

**2. Definitions and interpretation**

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

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

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

**3. General**

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

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

- (a) any Time extension;
- (b) any additional cost to be paid by the Authority to the Contractor;
- (c) the Termination Payment; or
- (d) any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding 0.2% of Contract Price.

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

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

3.5 The Authority’s Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.

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

**4 Construction Period**

4.1 During the Construction Period, the Authority’s Engineer shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6. The Authority’s Engineer shall complete such review and send its observations to

- the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- 4.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.
- 4.4 The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- 4.5 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.
- 4.6 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.
- 4.7 The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- 4.8 The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- 4.9 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 4.9, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 4.10 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 4.11 The timing of tests referred to in Paragraph 4.9, and the criteria for acceptance/ rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 4.12 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- 4.13 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.
- 4.14 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within

which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.

- 4.15 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4.
- 4.16 Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- 4.17 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 4.18 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

**5. Maintenance Period**

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

**6 Determination of costs and time**

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

**7. Payments**

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

- 7.2 Authority's Engineer shall -
- (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
  - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.
- 7.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.
- 7.4 The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

**8. Other duties and functions**

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

**9 Miscellaneous**

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

**SCHEDULE - O**

*(See Clauses 19.4.1, 19.6.1, and 19.8.1)*

**Forms of Payment Statements**

**1. Stage Payment Statement for Works**

The Stage Payment Statement for Works shall state:

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

**2. Monthly Maintenance Payment Statement**

The monthly Statement for Maintenance Payment shall state:

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

**4. Monthly Maintenance Payment Statement**

The monthly Statement for Maintenance Payment shall state:

- (f) the monthly payment admissible in accordance with the provisions of the agreement;

- (g) the deductions for maintenance work not done;
- (h) net payment for maintenance due, (a) minus (b);
- (i) amounts reflecting adjustments in price under Clause 19.12; and
- (j) amount towards deduction of taxes

## **5. 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**

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

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

The Contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and arises from a cause occurring prior to the issue of Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

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

- 3.1. The Contractor shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Paragraph 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this Agreement. 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. [\*\*\*\*\*]
- 3.2 The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:
- (a) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and
  - (b) Damage which is and unavoidable result of the Contractor's obligations to execute the Works.

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

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

**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 2,500 (two thousand five hundred) mm for each kilometer.

2. Visual and physical test:

The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include measurement of cracking, rutting, stripping and potholes and the permissible values are given below:

- Area of cracking not more than 2 % area
- Area of rutting with rut depth more than 10 mm - not more than 1 .... % area
- Area of stripping: not more than 2 % area
- Area of potholes: Nil
- Edge drop – Shall not be more than 15 mm

**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 ***“Package-V - Improvement to 2 Lane with paved shoulder / 4 lane of NH-40 section from Km 151+330 to Km 163+400 (design Km 63+530 to Km 71+520) design length 7.99 Km in the State of Meghalaya on EPC Mode under JICA loan Assistance”***, ..... (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 of Authority’s Engineer)  
(Address)

**SCHEDULE-S**  
(See Clause 17.7.2)

**Performance Certificate**

I, ..... (Name and designation of the Authority’s representative) under and in accordance with the Agreement dated ..... (the “Agreement”), for [construction and maintenance of the ***“Package-V - Improvement to 2 Lane with paved shoulder / 4 lane of NH-40 section from Km 151+330 to Km 163+400 (design Km 63+530 to Km 71+520) design length 7.99 Km in the State of Meghalaya on EPC Mode under JICA loan Assistance”***, ..... (Name of Contractor), hereby certify that the Contractor has discharged all its obligations under the Agreement and in accordance with Article 17 of the Agreement I hereby issue Performance Certificate to the Contractor on this day.....

SIGNED, SEALED AND DELIVERED

(Signature)  
(Name of Authority’s Engineer)  
(Address)

**SCHEDULE-T**  
(See Clause 19.1.6)

Name of Currency	A Amount of Currency	B Rate of Exchange* (Local Currency per Unit of Foreign Currency)	C Local Currency Equivalent	D Percentage of Net Bid Price (NTP) (100 x C) / NTP
Local Currency (Indian Rupees)				
Foreign Currency 1 (Japanese Yen)				
Foreign Currency 2 (US Dollar)				
Net Bid Price				100.00

\* The fixed rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the **Reserve Bank of India**.

1. Change in scope would require agreement between parties on currency.
2. Regarding damages by the Authority, financing charges for a payment delays will be in corresponding currency amounts.
3. Delay damages will be recovered in currencies in proportion which in which contract price is payable.