

GOVERNMENT OF MADHYA PRDESH

PUBLIC WORKS DEPARTMENT



TENDER DOCUMENT FOR PERFORMANCE BASED MAINTANANCE CONTRACT (PBMC)

OFFICE OF THE	EXECUTIVE ENGINEER, P.W.D. DIVISION SHAHDOL
N.I.T. No. and Date	02/2026-27, Dated-20-05-2026
Agreement Number and Date
Name of Work	Performance Based of Different Road Khamariya to Dhakhar Narwar tiraha to Kuwarsejha, Mohtara to Harratola, Hathgala to Balbahara, Aintajhar to Doodhi and Marjad to Chaka Road Total Length 19.07 km. Sub Division Shahdol Division Shahdol (PBMC)
Name of Contractor
Probable Amount of Contract (Rs. In Figure) (Rs. In Words)	Rs. 388.61 Lacs Rs. Three Caror Eighty Eight Lakh Sixty One Thousand Only
Contract Amount (Rs. In Figure) (Rs. In Words)
Stipulated Period of Completion	06 Month Excluding Rainy Season

PBMC TENDER DOCUMENT

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SECTION – 1
Notice Inviting Tender
GOVERNMENT OF MADHYA PRDESH
PUBLIC WORKS DEPARTMENT
PWD DIVISION SHAHDOL

NIT. No.- **02** /e-tendering/2026-27

Dated **20-05-2026**

Online percentage rate bids for the following works are invited from registered contractors and Firms of repute fulfilling registration criteria:

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (Rs. in lakh)	Period of Completion
1	Performance Based of Different Road Khamariya to Dhakhar Narwar tiraha to Kuwarsejha, Mohtara to Harrantola, Hathgala to Balbahara, Aintajhar to Doodhi and Marjad to Chaka Road Total Length 19.07 km. Sub Division Shahdol Division Shahdol (PBMC)	SHAHDOL	Rs. 388.61	06 Month Excluding Rainy Season

1. Interested bidders can view the detailed NIT on the website <https://mptenders.gov.in>
2. The Bid Document can be purchased only online from Date **20-05-2026 10:30 AM to Date 03-06-2026 17:30 PM.**
3. Amendments to NIT, if any, would be published on website only, and not in newspaper.

Executive Engineer
PWD Division Shahdol

Notice Inviting Tender
GOVERNMENT OF MADHYA PRDESH
PUBLIC WORKS DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER, P.W.D. DIVISION SHAHDOL
(SECOND CALL)

NIT.No. **02/e-tendering/ 2026-27**

Dated **20-05-2026**

Online percentage rate bids for the following works are invited from registered contractors and Firms of repute fulfilling registration criteria:

S. No. /Pkg/ Code	Name of Work	District (s)	Probable Amount of Contract (Rs. in lakh)	Earnest Money Deposit (EMD) (In Rs.)	Cost of Bid Document	Category of Contractor	Period of Completion
1	2		3	4	5	6	7
1	Performance Based of Different Road Khamariya to Dhakhar Narwar tiraha to Kuwarsejha, Mohtara to Harratola, Hathgala to Balbahara, Aintajhar to Doodhi and Marjad to Chaka Road Total Length 19.07 km. Sub Division Shahdol Division Shahdol (PBMC)	SHAHDOL	388.61	388610/-	15000/-	Centralized PWD Registration	06 Month Excluding Rainy Season

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website <https://mptenders.gov.in>
2. Bid Document can be purchased after making online payment of portal fees.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money; **(As per defined on the tender portal)**
 - iii) Submit a check list and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet. **The above details are to be submitted online only.**

4. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.
- (b) The bidder would be required to have valid registration at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. **Pre Bid meeting** – A pre bid meeting will be held -----in the-----

8. The Bid Document can be purchased only **Date 20-05-2026 10:30 AM to Date 03-06-2026 17:30 PM.**
9. Amendments to NIT, if any, would be published on website only, and not in newspaper.

**Executive Engineer
PWD Division Shahdol**

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, hereinafter referred as ‘work’, is given in the Bid Data Sheet.

2. General Quality of Work:

The work shall have to be executed in accordance with the technical specifications specified in the Bid Data Sheet/Contract Data and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet.

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity or a joint venture. The requirement of joint venture is given in the Bid Data Sheet.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the Government.

6. Site Visit and examination of works

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs in this respect shall have to be borne by the bidder.

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, bid data sheet with all Annexure
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexure sand
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings.
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other Document(s), as specified.

- 8.** The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. Pre-Bid Meeting (where applicable)

Wherever the Bid Data Sheet provides for pre-bid meeting:

- 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
- 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

10. Amendment of Bid Documents

- 10.1** Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 10.2** All amendments shall form part of the Bid Document.

- 10.3 The Employer may, at its discretion, extend the last date for submission of bids, by publication of the same on the website.

C. PREPARATION OF BID

11. The bidders have to submit their bids online as per guidelines given in the portal.

12. DOCUMENTS COMPRISING THE BID

The bid submitted online by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i) Registration number or proof of application for registration and organizational details in format given in the bid data sheet.
- ii) Payment of the cost of Bid Document;
- iii) Earnest Money and
- iv) An affidavit duly notarized.

The above details are to be submitted online only.

Part 2 – This shall be known as online **Envelope B** and is required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part 3 – This shall be known as online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed format enclosed with the Bid Data Sheet.

13. LANGUAGE

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

14.1 Only, in case of bids with pre-qualification conditions defined in the Bid Data Sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

14.2 All the document/information enclosed with the technical proposal should be self-attested and certified by bidder. The bidder shall be liable for forfeiture of his earnest money deposit, if any document/information are found false/fake/untrue before acceptance of bid. If it is found after acceptance of the bid. The bid sanctioning authority may at his discretion forfeit his performance security/guarantee security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in bid data sheet, in overall percentage, and not item wise. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contact given in NIT. The overall percentage rate would apply for all items of work.
- ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies; and the Employer shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the bid data sheet.

16. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in the Bid Data Sheet after the date of “close for bidding” as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet.
- 17.2 The EMD shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However other form(s) of EMD may be allowed by the employer by mentioning it in the bid data sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement after furnishing the required Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID

- 18. The bidder is required to submit online bid duly signed digitally.**

E. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
- 19.3 Envelope 'C' (Financial Bid) of bids shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

22. Performance Security

22.1 Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount, in the form and for the duration, etc. as specified in the Bid Data Sheet.

22.2 Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration, etc. similar to performance security.

23. Signing of Contract Agreement

23.1 The successful bidder shall have to furnish Performance security and additional performance security, if any and sign the contract agreement within 15 days of issue of LOA.

23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.

23.3 In the vent of failure of the successful bidder to submit Performance Security and additional performance security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

24. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[End of ITB]

BID DATA SHEET

GENERAL

SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	E.E PWD B&R DIVISION SHAHDOL
2	NIT No.	02/ 2026-27
3	Date of NIT	20-05-2026
4	Bid document download available from date & time	Date 20-05-2026 10:30 AM to Date 03-06-2026 17:30 PM.
5	Website link	https://mptenders.gov.in

SECTION 1 - NIT

NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-tendering website
3	Cost of Bid Document	Rs.15000/-
	Cost of Bid Document Payable at	PWD MP SHAHDOL
	Cost of Bid Document In favor of	Executive Engineer PWD (B&R) Division Shahdol
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	Yes required as below: In case of Roads and Bridge works costing more than Rs. Two Cr. And In case of Building works costing more than Rs. One Cr. Amended Vide no 2582479/2025/19/Yo/813 dated 25.03.2025
	If Yes, details	As per' Annexure- C' (Evaluation by Chief Engineer who will intimate reasons to disqualified bidders)
6	Special Eligibility (if yes, prior permission of E-in-C required)	NO
	If Yes, details	As per 'Annexure -D'
7	Key dates	As per 'Annexure -A'

BID DATA SHEET

SECTION 2 - ITB¹

ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	Performance Based of Different Road Khamariya to Dhakhar Narwar tiraha to Kuwarsejha, Mohtara to Harrantola, Hathgala to Balbahara, Aintajhar to Doodhi and Marjad to Chaka Road Total Length 19.07 km. Sub Division Shahdol Division Shahdol (PBMC)
2	Specifications & SOR	As per 'Annexure – E' in addition to as below: (a) In case of Roads and Bridge works: 'SPECIFICATION FOR ROAD AND BRIDGE WORK (fifth Revision) By MORTH (b) Stipulation of SOR for Road & Bridge w.e.f. 11.04.2025 and its amendments Issued up to date of N.I.T. (c) Stipulation of SOR for Electrical works (w.e.f.01-01-2024 and its amendments Issued up to date of N.I.T. (d) Stipulation of SOR for Building work w.e.f. 01.01.2024 and its amendments Issued up to date of N.I.T
3	Procedure for participation in e-tendering	As per 'Annexure – F'
4	Whether Joint Venture is allowed.	No, allowed as below: In case of Roads and Bridge works costing more than Rs. Twenty five Cr. Additional Special Condition Govt. Order of MP PWD Order 4648/2023/19/Yo/4734 Dated 26/09/2023
	If yes, requirement for Joint Venture	<i>As per 'Annexure – G'</i>
12	Envelope-A containing : i. Organizational details as per 'Annexure H' ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per 'Annexure- B' should reach in physical form in the office of :	Online Only Rs ----- Rs. ----- Online Only
14	Envelope-B Technical Proposal	As per 'Annexure - I' and Annexure - I (Format I-1 to I-5)

BID DATA SHEET

		Note: The technical evaluation will be done only on the basis of financial & physical experience details submitted in formats (I-1) &(I-2) requiring Annual Turn Over & Bid Capacity. Requirement as regard to Key technical personnel, key Lab equipments& construction requirement as per Formats I-3, I-4 & I-5 respectively shall not be part of technical evaluation.However the non compliance on these requirements during the currency of the contract may attract penalties.
15	Envelope-C Financial Bid	As per 'Annexure - J '
	Materials to be issued by the department	As per 'Annexure - K'
16	Period of Validity of Bid	120 Days
17	Earnest Money Deposit	Rs. 388610/-
	Forms of Earnest Money Deposit	As per defined on tender portal.
	EMD valid for a period of	-
	FDR must be drawn in favour of	Executive Engineer PWD (B&R) Division Shahdol
21	Letter of Acceptance (LOA)	As per 'Annexure -L' (A formal work order on request of contractor may be issued.)
22	Amount of Performance Security	5% of Contract Amount for Road and Bridge works; 5% of the Contract Amount for building works.
	Additional Performance Security, if any	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and 10% percent (below/minus), considering bid rates less than Ten percent below PAC, to be unworkable and shall require additional performance security (guarantee). valid up to – Till stipulated time of completion plus three months (Amended vide Govt. memo No. 53/02/2011/Yo/19/524 Bhopal dt. 14-02-2025)
	Performance Security in the format	As per 'Annexure- M-1'
	Performance Security in favor of	E.E PWD DIVISION SHAHDOL
	Performance Security valid up to ²	As provided in the Contract Data (Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)

Annexure – A
(See Clause 1, 7 of Section 1 –NIT)

KEY DATES-As provided in the portal (<https://mptenders.gov.in>)

Note: *Original term deposit receipt of earnest money deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in bid data sheet, at least before the bid opening date.*

Annexure-B

(see clause 3 of section 1 NIT)

// AFFIDAVID //

(To be contained in Envelope A)

(On Non judicial stamp of Rs 50/-)

I/We-----who is/are-----
(status in the form/company) and competent for submission of the affidavit on behalf of M/S------(contractor)do solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/ records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No----- for -----(name of work) dated-----issued by the------(name of the department).

I/we am are fully responsible for the correctness of following self-certified information/documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a-Term deposit receipt deposited as earnest money,demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b-Information regarding financial qualification and annual turnover is correct.
 - c-Information regarding various technical qualification is correct.
3. No close relative of the undersigned and our firm/company is working with the department.

OR

Following close relatives are working in the department:

Name-----Post-----Present Posting-----

Signature with seal of the Deponent(bidder)

I/We,-----above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today------(dated)at------(place).

Signature with seal of the Deponent(bidder)

Note- Affidavit duly notarized in original shall reach atleast one callender day before opening of the bid.

(Section 2-Annexure-B)

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. experience of having successfully executed:
 - a) three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
 - b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
 - c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 5 financial years;
- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years.
- iii. Executed similar items of work in any one financial year during the last 5 financial years, which should not be less than the minimum, physical requirement, if any, fixed for the work.
- iv. Bid Capacity – Bidder shall be allotted work up to his available bid capacity which shall be worked out as given in format I-2 of Annexure-I

B. Physical

Physical qualifications for the work shall be as below

S.no	Particulars	Quantity	Period
1	Physical qualification required	NA	
2	Earth Work		
3	Concrete work		

(The Employer shall specify all physical qualifications required).

Note: Above criteria is indicative, subject to suitable stipulations by the departments and specific Bid.

SPECIAL ELIGIBILITY CRITERIA

The bidder should have experience of:

- A. Erection of Steel Gates -----
- B. Construction of tunnel -----

DELETED

Note: Above criteria are indicative, subject to suitable stipulations by the departments and specific bid.

Annexure – E
(See Clouse-2 of Section 2-itb&
Clause 10 of GCC)

Specifications

- 1. Specifications for road and bridge works revision (v) MORTH**
- 2. Stipulation of SOR for Road & Bridge w.e.f. 11-04-2025 and its amendments Issued up to date of N.I.T.**
- 3. Stipulation of SOR for Electrical works (w.e.f.01-01-2024 and its amendments Issued up to date of N.I.T.**
- 4. Stipulation of SOR for Building work w.e.f. 01.01.2024 and its amendments Issued up to date of N.I.T**

The provisions of general / special conditions of contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the Employer shall form part of the technical specifications of this work.

PROCEDURE FOR PARTISIPATION IN E-TENDERING

1. Registration of Bidders on E-Tendering Portal:

All the Contractors registered under Centralized Registration System (CRS) of PWD or the Contractors having applied under CRS shall be eligible for tendering in the designated portal (<https://mptenders.gov.in>). However the Bidders registered under CRS shall also be required to register themselves in this portal as per guidelines shown on the portal.

Digital Certificates:

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online.

2. Preparation and Submission of Bids:

The Bidders have to prepare their Bids and submit the Bids online as per procedure given in the portal.

3. Purchase of bid Documents:

For purchasing the bid document, bidders are to pay online as per details given in the portal.

4. Withdrawal Substitution and Modification of Bids:

Bidder can withdraw and modify the bid before the bid submission end date.

JOINT VENTURE (J.V.)

If J.V. is allowed following conditions and requirements must be fulfilled:

Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- a. one of the partners shall be nominated as being *Lead Partner*, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. the partner in charge shall be authorized to incur liabilities and *receive* instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. all partners of the joint venture shall be liable jointly and *severally* for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] *above*, as well as in the bid and in the Agreement [in case of a successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should *have* active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and
 - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid!
- .
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
 3. The performance security of a Joint Venture shall be in the name of the partner *Lead Partner/joint venture*.
 4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
 5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
 6. Furnish details of participation proposed in the joint *venture* as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM"A" (lead Partner)	FIRM"B"	FIRM"C"
Financial			
Planning			
Construction Equipment			
Key personnel			
Execution of Work (give details on contribution of each)			

Clarification:-

1. Annexure-G (Page 24) of the bid document describes the conditions and requirement to be applied/fulfilled in case of bidding by the joint venture (J.V.). For the purpose of evaluation of technical bids, it is hereby clarified that in addition to the conditions contained in Annexure-G of the bid document, the partners of J.V. should satisfy the qualification criteria as below:-
 - a. The lead partner must have a share of minimum 51% in the J.V.
 - b. The other partner(s) must have a share of minimum 26% in the J.V.
 - c. The lead partner and the other partner must also meet 51% and 26% of the all qualification criteria respectively except for the requirement of work experience described in Annexure-I-1(A) (Page 27). However both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for Annual Average Turn Over and for Bid Capacity only).
 - d. Following clarification / amendment is hereby done in requirement contained in Annexure-I-1(A) for J.V.
 - i. Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by other partner,

OR
 - ii. Out of 2 similar works of value more than 30% of PAC, at least 1 (One) work must be done by lead partner and 1 (One) work to be done by other partner,

OR
 - iii. In case of one similar work of value more than 50% of PAC the lead partner must satisfy the criteria. However the other partner must satisfy the criteria in (i) above i.e. at least one work of 20% of PAC.

ORGANIZATIONAL DETAILS
(To be contained in Envelope-A)

S. No.	Particulars	Details
1	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	(if applicable scanned copy of proof of application for registration to the uploaded)
2	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
3	Name of Organization/Individual/ Proprietary Firm/ Partnership Firm	
4	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm Registered under Partnership Act)/ Limited Company, (Registered under the Companies Act-1956)/ Corporation/ Joint Venture	
5	Address of Communication	
6	Telephone Number with STD Code	
7	Fax Number with STD Code	
8	Mobile Number	
9	E-mail Address for all communications	
	Details of Authorized Representative	
10	Name	
11	Designation	
12	Postal Address	
13	Telephone Number with STD Code	
14	Fax Number with STD Code	
15	Mobile Number	
16	E-mail Address	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.*

Signature of Bidder with Seal
Date: _

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

S. No	Particulars	Details to be submitted
1	Experience - Financial &Physical	Annexure I (Format: 1-1)
2	Annual Turnover	Annexure - 1 (Format: 1-2)
3	List of technical personnel for the key positions	Annexure - 1 (Format: 1-3)
4	List of Key equipment's/ machines for quality control labs	Annexure - 1 (Format: 1-4)
5	List of Key equipment's/ machines for construction work	Annexure - 1 (Format: 1-5)

Note:

1. Technical Proposal should be uploaded duly page numbered and indexed.
2. Technical Proposal uploaded otherwise will not be considered.

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

The bidder should have completed either of the below:

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 5 financial years; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 5 financial years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in anyone financial year during the last 5 financialyears;

Clarification

- 1- In this regard it is clarified that the requirement in Annexure-C as well as in Annexure -I are generally for having completed similar work in last 5 financial years. However the bidders who have executed a part of the project during last 5 financial years, and that part covers all the major items of road construction and the value of such executed part is more than the qualified amount mentioned in Annexure-C and / or Annexure-I shall be considered.
- 2- It is clarified that the experience of constructing bridges shall be considered as experience of similar works, irrespective of it being work of rigid or flexible pavement.
- 3- It is clarified that works completed/executed before last date of bid submission in the current financial year shall also be considered towards works experience requirement described in Annexure-C and Annexure-I-1 of the document. Therefore for this purpose the works completed/executed during current financial year up to last date of Bid submission shall be considered in this case last 5 financial year will be counted as current financial year and 4 years backwards.

To be filled in by the contractor:

- i. *Details of successfully completed similar works shall be furnished in the following format.*
- ii. *Certificate duly signed by the employer shall also be enclosed for each completed similar work.*

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address
I	II	III	IV	V	VI

Existing commitments - (Value of 'C' for Bid Capacity formula)

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount of balance work	Employer's Name and Address

B. Physical Requirement:

Execution of similar items of work in anyone financial year during the last 5 financial years should not be less than the minimum physical requirement fixed for the work

S. No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)				
		Year – 1	Year – 2	Year – 3	Year – 4	Year – 5
1	Physical qualification required					
2	Earthwork					
3	Concrete work					

Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in anyone year during the last 5 financial years.

2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work viz. earth work, cement concrete, Reinforced cement concrete, brick masonry, stone masonry etc.

ANNUAL TURN OVER

Requirement:

Average annual construction turnover on the construction works not less than 50% of the probable amount of contract during the last 5 financial years;

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed

Note:

- i. Annual turnover of construction should be certified by the Chartered Accountant.
- ii. Audited balance sheet including all related notes, and income statements for the above financial year to be enclosed.

Clarification:-

Provisional balance sheets for financial year 2024-25 shall be considered subject to authentication by the C.A.

Bid Capacity

Applicants who meet the minimum qualifying criteria in the evaluation as stated above are to be evaluated further for bid capacity as under:

$$\text{Bid Capacity} = (1.5 A \times B) - C$$

Where

- A = Maximum value of civil engineering works executed in anyone year during
The last five years(10% weightage per year shall be given to bring the value of work executed at present price level)
- B = Proposed contract period in years.
- C = Amount of work in hand at present.

List of Technical Personnel for the Key Positions

Minimum requirement							Available with the bidder						
S. No.	Key Position	Minimum	Qualification	Age	Similar work experience	Total Work Experience	S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience
1	Project Manager												
2	Site Engineer												
3	Plant Engineer												
4	Quantity Surveyor												
5	Soil & Material Engineer												
6	Supervisor												
7													
8													

Note: It is clarified that the minimum requirement is a mandatory requirement and part of technical bid, but the pre qualification is not to be done on the basis of this criteria.

List Of Key Equipment's/ Machines For Quality Control Labs

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
Machinery and Equipment Required for Conducting Test as per MOST Specification V Revision					

Note: It is clarified that the minimum requirement is a mandatory requirement and part of technical bid, but the pre qualification is not to be done on the basis of this criteria.

List of Key Equipment's Machines for Construction Work

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
1	Tipper Trucks	-			
2	Motor Grader	-			
3	Dozer	-			
4	Front end Loader	-			
5	Smooth Wheeled roller	-			
6	Vibratory Roller	-			
7	Hot mix plant with electronic control	-			
8	Paver finisher with electronic sensor	-			
9	Water tanker	-			
10	Bitumen Sprayer	-			
11	Tandem Roller	-			
12	Concrete mixer with Integral weigh Batching facility	-			
13	Slip Form Concrete paver capable of paving in required width of carriageway in one single pass including all appropriate accessories such as, integral vibratory system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.	-			
14	Concrete batching and mixing plant with automatic control (minimum 100 cum/hour)	-			
15	Pnumetic tyre roller	-			
16	Batch Mixing plant with electronic controls (series minimum 100-120 TPH capacity as required)	-			
	Total	-			

Note. 1. The Bidder has to either provide evidence of owning the equipment's or of having made lease arrangements for employing the required equipment's as listed in the table above. Bidders can also give an undertaking that in case he is awarded the work, he shall make suitable arrangement for providing these equipment's, prior to signing the agreement.

2. It is clarified that the minimum requirement is a mandatory requirement and part of technical bid, but the pre-qualification not to be done on the basis of this criteria.

Annexure – J
(See Clause-14 of Section 2 – ITB)

FINANCIAL BID
(To be Contained in Envelop-C)

NAME OF WORK :-

I/We hereby bid for the execution of the above work within the time specified at the rate@.....or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am in are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions. \

Note:

- i. *Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.*
- j. *ii. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- k. *iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive. 1*
- l. *iv. All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*

Signature of Bidder
Name of Bidder

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated the.....day of 20

Signature of Officer by whom accepted

Annexure – K
(See Clouse-15 of Section 2 – ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

S.no	Name of material	Rate (Issue rate)	Unit	Remarks
<p>.....NIL.....</p>				

LETTER OF ACCEPTANCE

No. _____

Dated

To,

M/s..... _

(Name and address of the contractor)

Subject: -----(Name
of the work as appearing in the bid for the work)

-x0x-

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Governor of Madhya Pradesh at your bided percentagebelow/ above or at par the Bill of Quantities and item wise rates given therein.

You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

- a. The performance security/ performance guarantee of Rs.(in figures) (Rupees.....in words only). The performance security shall be in the shape of term deposit receipt bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/ excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours Faithfully

Executive Engineer,
PWD Division

BID SECURITY (BANK GUARANTEE)

WHEREAS _____(name of Bidder) (hereinafter called "the Bidder") has submitted his Bid dated _____ (date) for the construction of _____ [name of Contract hereinafter called "the Bid"]

KNOW ALL PEOPLE by these presents that we _____ (name of Bank) of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____(name of the Executive Engineer) in the sum of _____* for which payment well and truly to be made to the said name of the Executive Engineer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid.

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the name of the Executive Engineer during the period of Bid validity

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refused to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to the (name of the Executive Engineer) up to the above amount upon receipt of his first written demand, without the (name of the Executive Engineer) having to substantiate his demand, provided that in his demand of (name of the Executive Engineer) will note that the amount claimed by him is due to him owing to the

[37]

occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the (name of the Executive Engineer), notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

(Signature, name and address)

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Bid Data Sheet at reference 17.

** EMD should be valid for a period of Six Months or more.

PERFORMANCE SECURITY

To

..... [name of Employer]
..... [address of Employer]

WHEREAS[name and address of Contractor](Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No.dated to execute[name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of[amount of guarantee]*(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 3 (three) months from the date of expiry of the Defect Liability Period.

Signature, Name and Seal of the guarantor
Name of Bank
Address
Phone No., Fax No., E-mail Address, of Signing Authority
Date

- An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

SECTION – 3

GENERAL CONDITIONS OF CONTRACT (GCC)

AND

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT (GCC)

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A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data but not defined in the Conditions of Contract keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Certificate of Completion is the document issued by the Engineer upon the full completion of works, or parts thereof as applicable in accordance with **Clause 47**.

Compensation Events are those defined in **Clause 40**.

Contract is the Contract between the Employer and the Contractor to maintain the road assets and to execute, complete, and maintain the Works. It consists of the documents listed in **Clause 2.3**.

Contract Data defines the documents and other information, which comprise the Contract.

Contractor is a person or corporate body whose Bid to carry out the Road Maintenance Works and Activities has been accepted by the Employer.

Contractor's bid is the completed Bidding Document submitted by the Contractor to the Employer.

Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Defect is any part of the Maintenance Works and Activities not completed in accordance with the Contract Specifications whether communicated by Employer or Engineer through any Application, Portal, Website, email or physical inspection/correspondence or any other method as described by the Employer before the commencement of services.

Defects Liability Certificate is the certificate issued by the Engineer, after the Defects Liability Period has ended and upon correction of Defects by the Contractor.

Defects Liability Period means the period so stipulated in the Contract Data, calculated from the Completion Date, during which the Contractor remains responsible for the rectification of any defect in the Works he has undertaken.

Emergency Works is a set of necessary and sufficient activities to reinstate the Road and reconstruct its structure or right of way strip damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding and earthquakes. The need for execution of Emergency Works is identified by the Engineer for starting of execution of Emergency Works and shall also issue a Work Order.

Employer (or Authority) is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract on behalf of the Employer.

Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Maintenance Works and Activities.

Deleted

“Key Personnel” means the positions (if any) of the Contractor's personnel that are stated in the Specification.

Initial rectification works are the set of civil works the Contractor needs to carry out to bring a road to the required Service Level.

Intended Completion Date is the date, as given in contract data, on which it is intended that the Contractor shall complete the Works as per scope under the contract. The intended Completion Date may be revised only by the Engineer by issuing an Extension of Time after approval from the Employer.

Letter of Acceptance means the formal acceptance of the Bid by the Employer.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Maintenance Works and Activities.

Maximum Response Time means the maximum permissible time within which remedial action must be completed prior to a defect exceeding the permissible tolerance. Maximum Response Time commences from the time of earliest detection of the defect by (i) observation of the defect by the Contractor, or (ii) notification of the defect by the Engineer, or (iii) intimation of the defect by a road user.

Notice to Proceed (also commencement notice/letter) means the notice issued by the Engineer / Employer to the Contractor to proceed with the work after signing of the contract pursuant to **Clause 32.1** of ITB.

Periodic Maintenance [PM] Works consists of providing a bituminous wearing course on an existing bituminous surface, It may be preceded by a levelling course to correct the transverse profile of the existing road. For rigid pavements, either partially bonded overlay or fully bonded overlay shall be considered as PM work. Periodic Maintenance works also includes Road Markings, provision of reflective Road Studs, Gravel filling to match the Shoulder level with carriageway after laying renewal coat PM Works are specific works defined in the Contract Data.

Permissible Tolerance means the maximum permissible amount or quantity of a defect in road-asset condition that will not be exceeded at any time. If any defect exceeds the permissible tolerance, it shall be treated as “non-compliance” and the Contractor shall be paid in accordance with the relevant provisions in this contract.

Project Manager is a person appointed by the Contractor who is in charge of managing all activities of the Contractor under the Contract. He is also the Contractor's Representative for the purpose of this Contract.

Rectification Standards

The Contractor shall maintain the Road Assets in proper condition that comply with the Road Maintenance Standards and ensure road users safety and comfort. The maintenance activities shall be so planned that the defects are repaired well before they reach maximum condition as per the permissible tolerance

Deleted

Road means the Road or package of roads in network or scattered for which the Maintenance Works and Activities are to be carried out under the Contract.

“Road Assets” include the following:

- i) Main carriageway with shoulders (paved and/or earthen), medians, slip roads, service roads;
- ii) Road embankment including slopes, protection works, kerbs and chute drains;
- iii) Roadway in cutting including slopes protection works, drains;
- iv) Culverts, Bridges, Over/Underpasses, retaining walls, Guide bunds, Floor protection works;
- v) Road signs, road markings, road delineators, guard rails, safety barriers, railings, fencings, parapets, kilometre stones, 200 m stones, road boundary stones;
- vi) All types of drains, trees, plantations and erosion control measures;
- vii) Road land;
- viii) Any other project facility or asset forming integral part of the road(s).

Road inventory and condition data reports are those, are compiled during inventorisation of road assets by the contractor during the inspection jointly with Engineer/Employer within 01 months from the start date about the condition of road, Cross Drainage works and road signs etc. at the site. It shall also include all surveys and reports as defined in Clause 5.1 of Section-7, Part-I.

The Road Management Office is the location indicated by the Contractor from which the Project Manager operates, and where the Contractor shall receive notifications.

Road Maintenance Standards is the collective term for parameters which define the condition in which the road assets are required to be maintained and other requirements regarding safety and quality of works to be complied with by the Contractor.

Road Maintenance Works and Activities to be carried out by Contractor shall include:

Maintenance of the road assets and incident management specified in the BOQ and section 7 and executing other items of road maintenance works as ordered by the Engineer.

Routine Maintenance of Road assets means regular maintenance of all road assets in respect of Roads under the Contract to the Road Maintenance Standards and for the period specified in the Contract Data.

Site is the area defined as such in the Contract Data, where maintenance works are to be executed.

Specifications means the Specifications of the Maintenance Works including the Road Maintenance Standards as per the Contract.

Start Date is the date notified by the contractor to the Engineer after issuance of Commencement. It is the date when the Contractor actually commence execution of the Works. In no case shall the Start Date shall be beyond 15 days after the date of issue of the Notice to proceed.

Service Level means the defined condition in which the road assets are to be maintained by the Contractor as per Annexure-E.

Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a work under the Contract, which includes part of the agreed scope of works at the Site with due approval of Authority / Employer.

Temporary Works are the temporary works designed, constructed, installed and removed by the Contractor that are necessary & incidental for implementation for Scope of Work as defined in the Contract or for site regulations and safety.

Time for Completion means the duration for completing the execution of maintenance works and passing the tests on completion of the Works or any Section or part thereof as stated in the Contract Data or as extended by the Engineer by issuing an Extension of Time after the approval from the Employer.

Variation is an instruction given by the Engineer in writing which varies the scope of Maintenance Works as defined in Clause 6.2 of Part-II of Section-7.

Work Order is an order issued by the Engineer to the Contractor for execution of certain Emergency works, specifying the time limits which may be in variance with the approved programme or in variation to the scope of work depending upon the site requirement.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract Unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If part completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any part of the Works (other than references to the Completion Date and Intended Completion Date for the whole of Works).

2.3 The following documents shall be deemed to form and be read and construed as part of the Contract. In case any ambiguity or discrepancy is noted, then the Contract shall be interpreted in the following order of priority:

- i) Agreement;
- ii) Notice to Proceed with the Work;
- iii) Letter of Acceptance;
- iv) Contractor's Bid;
- v) Contract Data;

- vi) General Conditions of Contract;
- vii) Road Maintenance Standards and Specifications for Road Maintenance Works, Part I and Part II.
- viii) Priced Bill of Quantities; and
- ix) Any other documents listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract shall be in English and the law governing the Contract as given in Contract Data.

4. Engineer's Decisions

4.1 The Employer shall designate and notify to the Contractor in writing the name of the Engineer.

4.2 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. The Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

5. Delegation

5.1 The Engineer, duly informing the Employer, may delegate any of his duties and responsibilities to his Team leader, after notifying the Contractor and may cancel any delegation under intimation to the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered as per Indian Law.

~~7. Subcontracting~~

~~7.1 The Contractor may subcontract any portion of work, up to a limit specified in Contract Data, with the approval of the Employer in writing. Subcontracting shall neither alter the Contractor's obligations, nor relieve the Contractor from any liability or obligation under the Contract.~~

~~7.2 The Contractor shall not be required to obtain any consent from the Employer for:~~

- ~~a) the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;~~
- ~~b) the provision for labour, or labour component;~~
- ~~c) the purchase of Materials which are in accordance with the standards specified in the Contract.~~

~~7.3 Beyond what has been stated in Clauses 7.1 and 7.2, if the Contractor proposes sub-contracting of any part of work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:~~

- ~~a) The Contractor shall not sub-contract the whole of Works.~~
- ~~b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be fully responsible for the acts, defaults and neglects of any of his sub-Contractor, his agents or workmen as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.~~

~~7.4 The Engineer should satisfy himself before recommending to the Employer whether~~

- ~~a) the circumstances warrant such sub-contracting; and~~
- ~~b) the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.~~

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification. The Contractor shall cooperate in such situations as well.

8.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure that there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of Works.

9. Personnel and Equipment

9.1 The Contractor shall employ the technical personnel named in the Contract Data or other technical persons approved by the Engineer. These numbers as specified in the contract are minimum and contractor has to employ the adequate technical personnel required for execution of works. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data. If the personnel stated in the Contract Data are not deployed on site by the Contractor within 15 days of issue of notice to proceed with the work, a penalty of Rs 2000/- per day per person shall be levied for next 30 days, beyond which it shall be treated as a breach of Contract and action will be taken as per **Clause 51**. The replacement of Project Manager will be approved by the Employer.

9.2 The Contractor shall use the equipment identified in the bid along with competent operators and adequate stock of spares for smooth operations.

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works under the Contract.

9.4 The Contractor shall establish, within his own organizational structure, a

planning unit, laboratory unit etc., staffed with suitably qualified personnel. The team will be headed by a Project Manager who will be assisted by his representatives, i.e. Site Engineer, Survey Engineer, Material Engineer as defined ITB. The task of this unit will be:

9.5 To plan, and to verify continuously the degree of compliance by the Contractor with the specified Road Maintenance Standards and report the same to the Engineer in the format acceptable to the Engineer.

9.5.1 To maintain and update the road condition inventory regularly.

9.5.2 To assist the Engineer in verification of the compliance.

9.6 The Contractor's planning unit mentioned under **Sub-clause 9.4** shall report the level of compliance with the required Service Levels in the standard formats acceptable to the Engineer.

10 . Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employer is responsible for the expected risks which are in so far as they directly affect the execution of the Maintenance Works and Activities included in the Contract, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic, explosive.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the expected risks, referred to in **Clause 11.1**, are the risks of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the completion of defect liability period, in that amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works and Materials
- b) Loss of or damage to Equipment
- c) Loss of or damage to property (except the Works Materials and Equipment) in connection with the Contract
- d) Third Party Liability Insurance
- e) Automobile Liability Insurance
- f) Workers' Compensation
- g) Employer's Liability
- h) Other Insurances

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall

provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer had paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5 Both parties shall comply with any conditions of the insurance policies. The Contractor shall ensure that wherever applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for works executed by them under the Contract unless such Sub-Contractor(s) is/are covered by the policies taken out by the Contractor.

14. Site Investigation Reports

- 14.1 The Contractor, in preparing the Bid, may rely at his own risks and liability on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him.

~~15. Queries about the Contract Data~~

- ~~15.1 The authorized representative of the Employer as stated in the Contract data will clarify queries on the Contract Data.~~

16. Contractor to Maintain the Roads

- 16.1 The Contractor's obligations cover the carrying out of all Maintenance Works and Activities as defined in the Contract for keeping the roads in accordance with the Road Maintenance Standards. The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings.

- ~~16.2 The Contractor [Class I Local Supplier/ Class II Local Supplier/ Non Local Supplier] shall submit an undertaking to ensure minimum Local Content in the Project Highway of at least [50% / 20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P 45021/2/2017 PP (BE - II) dated September 16, 2020, as amended or modified till Bid Due Date and the provisions under Rule 144(xi) of GFR, 2017.~~

17. The Works to be completed by the Intended Completion Date

- 17.1 The Contractor shall commence execution of the Maintenance Works and Activities on the Start Date. The Contractor shall conduct NSV, FWD, Condition survey and inspections jointly with Engineer/Employer within 01 months from the start date and finalise the necessary maintenance measures (wherever required to achieve Service Level) on the highway pavement and structures to be completed by the Contractor as part of Initial Rectification (IR) within 06 months from the date of start. The contractor shall carry out the scheduled Works in accordance with the Programme as submitted, and updated with the approval of the Engineer, and complete them by the Intended

Completion Date.

- 17.2 Work orders
- a) The Contractor shall proceed with the execution of Emergency Work in accordance with the details provided with the Work Order and in conformity with the Technical Specifications and in compliance with the stated time table.
 - b) Notwithstanding the requirements of Sub-Clause 17.2, the Contractor shall remain prepared to immediately initiate maintenance works in the case of any work order issued by the Engineer for Emergency Works.

18. Approval by the Engineer

- 18.1 The Contractor shall prepare/propose the Operation and Maintenance Manual as per relevant applicable Standards and Specifications and existing policies/guidelines/practices and get the same approved from the Engineer/Employer.
- 18.2 The Contractor shall submit Specifications and Drawings showing the proposed Permanent/Temporary Works to the Engineer, who is to approve them if they comply with Specifications and drawings.
- 18.3 The Contractor shall be responsible for design of all Permanent/ Temporary Works.
- 18.4 The Engineer's approval shall not alter the Contractor's responsibility for design of the Permanent/ Temporary Works.
- 18.5 The Contractor shall obtain approval of third parties to the design of Permanent/ Temporary Works submitted to the Engineer.
- 18.6 All Drawings prepared by the Contractor for the execution of temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Site Regulations and Safety

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site, including arrangements for smooth flow of traffic at his own cost as per guidelines of the IRC/Ministry of Road Transport & Highways. He shall provide proper barricading, diversion boards, etc. He shall be fully responsible for the safety of workers and staff at site and provide safety helmets, reflective jackets and other PPE to the workers, inspecting officers and supervisors.

20. Discoveries

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor on or before the start date of the Contract.

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:

- a) The Engineer
- b) The Employer

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer pertaining to the maintenance works which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Engineer/Employer to inspect the Contractor's contemporary records in respect of invoice of bitumen, cement, aggregates and steel, if so desired by the Engineer.

24. Procedure for Dispute Resolution(As per Cl. 12 of GCC of 2.10)

~~24.1 Dispute Resolution~~

~~24.1.1. In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") either Party may call upon the Engineer, to mediate and assist the Parties in arriving at an amicable settlement thereof.~~

~~24.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.~~

~~24.1.3 Dispute Resolution Board (DRB):~~

~~Failing mediation by the Engineer or without the intervention of the Engineer, either Party may require such Dispute to be referred to the Dispute Resolution Board ("DRB") in accordance with the procedure as below:~~

~~The parties to the Contract Agreement mutually agree as follows:~~

~~(1) The Board shall comprise of three Members having experience in the field of construction or have been involved in the Works related to construction and with the interpretation of contractual documents. One Member shall be selected by each of the Authority and the Contractor from the list maintained by NHAI hosted on its website (www.nhai.gov.in). In the event the parties fail to select the member within 28 days of the date of the signing of Agreement, in that eventuality, upon the request of either or both parties such Member shall be selected by SAROD within 14 days. The third Member shall be selected by the other two members from the same list. If the two Members selected by or on behalf of the parties fail to select the third Member within 14 days after the later of their selections, then upon the request of either or both parties such third Member shall be selected by SAROD within 14 days. The third Member shall serve as Chairman of the Board~~

~~(2) The Board shall be constituted when each of the three Board Members has signed a Board Member's declaration of Acceptance as required by the DRB's rules and procedures (which, along with the declaration of acceptance form, are attached as Annexure herewith).~~

~~(3) In the event of death, disability, or resignation of any Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for any other reason, a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman then either of the other Members) shall inform the Parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by SAROD in the same manner as described above. Replacement shall be considered complete when the new Member signs the Board Member's Declaration of Acceptance. Throughout any replacement process, the Members not being replaced shall continue to serve and the Board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the Board shall not conduct a hearing nor issue a decision until the replacement is completed~~

~~(4) If either the Authority or the Contractor is dissatisfied with any decision of the Board, and/or if the Board fails to issue its decision within 56 days after receipt of all the pleadings (along with the supporting documents) of the parties by the Chairman of the Board or any extension mutually agreed upon by the Authority and the Contractor, in such a case, either the Authority or the Contractor may, within 28 days after his receipt of the decision, or within 28 days after the expiry of the said period, as the case maybe, give notice to the other party, with a copy for information to the Engineer, of his intention to refer the matter to the Conciliation Committee of Experts (CCIE) of the Authority (if available) for Conciliation/amicable settlement.~~

~~(5) It is mandatory to refer all the disputes to DRB before issuance of completion certificate and satisfactory completion of punch list items. No dispute shall be entertained after completion of aforementioned date.~~

~~(6) If the Board has issued a decision to the Authority and the Contractor within the said 56 days or any extension mutually agreed upon by the Authority and the Contractor and no notice of intention to commence Conciliation by the Conciliation Committee of Experts (CCIE) of the Authority for Conciliation/ amicable settlement as to such dispute has been given by either the Authority or the Contractor within 28 days after the parties received such decision from the Board, the decision shall become final and binding upon the Authority and Contractor.~~

~~(7) Whether or not it has become final and binding upon the Authority and the Contractor, a decision shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the decision relates.~~

~~(8) All decision of DRB which have become final and binding or till they have been reversed in subsequent conciliation/Arbitration process shall be implemented by the parties forthwith. Such implementation shall also include any relevant action of the Engineer~~

~~(9) If during the Contract Period, the Authority and the Contractor are of the opinion that the Disputes Resolution Board is not performing its functions properly, the Authority and the Contractor may together disband the Disputes Resolution Board and reconstitute it. In that case, a new board shall be selected in accordance with the provisions applying to the selection of the original Board as specified above, except that words "within 28 days after the signing of this Contract Agreement" shall be replaced by the words "within 28 days after the date on which the notice disbanding the original Board became effective~~

~~(10) The Authority and the Contractor shall jointly sign a notice specifying that the Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by email to each Member of the Board. A Member shall be deemed to have received the e-mail even if he refuses to have received the same.~~

~~(11) All other terms and conditions of the original Agreement shall remain unaltered/unaffected and the parties shall remain bound by terms and conditions as contained therein. Except for providing the services required hereunder, the Board Members shall not give any advice to either party or to the Engineer concerning conduct of the Works.~~

~~The Board Members:~~

~~(a). Shall have no financial interest in any party to the Contract Agreement, or the Engineer, or a financial interest in the Contract, except for payment for services on the Board.~~

~~(b). Shall have had no previous employment by, or financial ties to, any party to the Contract Agreement, or the Engineer, except for fee based consulting services/advisers on other projects, and/or be Retired Government Officers (not connected in whole or part with the project), all of which must be disclosed in writing to both parties prior to appointment to the Board.~~

~~(c). Shall have disclosed in writing to both parties prior to appointment to the Board any and all recent or close professional or personal relationships with any director, officer, or employee of any party to the Contract Agreement, or the Engineer, and any and all prior involvement in the project to which the Contract relates;~~

~~(d). Shall not, while Board member, be employed whether as a consultant or adviser or otherwise by either party to the Contract Agreement, or the Engineer, except as a Board Member, without the prior consent of the parties and the other Board Members,~~

~~(e). Shall not, while a Board Member, engage in discussion or make any agreement with any party to the Contract Agreement, or with the Engineer, regarding employment whether as a consultant or otherwise whether after the Contract is completed or after service as a Board Member is completed~~

~~(f). Shall remain and be impartial and of the parties and shall disclose in writing to the Authority, the Contractor and one another any fact or circumstance which might be such as to cause either the Authority or the Contractor to question the continued existence of the impartiality and independence required of Board Members; and~~

~~(g). Shall be fluent in the language of the Agreement~~

~~2. Except for its participation in the Board's activities as provided in the Contract Agreement and in this Agreement none of the Authority, the Contractor, and or the Engineer shall solicit advice or consultation from the Board or the Board Members on matters dealing with the conduct of the Works.~~

~~3. The Contractor shall:~~

~~(a). Furnish to each Board member one copy of all documents which the Board may request including Agreement, progress reports and other documents pertinent to the performance of the Contract Agreement.~~

~~(b). In cooperation with the Authority, coordinate the site visits of the Board, including conference facilities, and secretarial and copying service.~~

~~4. The Board shall begin its activities following the signing of a Board Member's Declaration of Acceptance by all three Board Members, and it shall terminate these activities as set forth below:~~

~~(a). The Board shall terminate its regular activities when either~~

~~(i) Issuance of completion certificate and completion of punch list items or~~

~~(ii) The parties have terminated the Contract and when, in either case, the Board has communicated to the parties and the Engineer its decision on all disputes previously referred to it.~~

~~(b). Once the Board has terminated its regular activities as provided by the previous paragraph, the Board shall remain available to process any dispute referred to it by either party. In case of such a referral, Board Members shall receive payments as provided in paragraphs 7(a) (ii), (iii) and (iv).~~

~~5. Board Members shall not assign or subcontract any of their work under these Rules and Procedures.~~

~~6. The Board Members are not employees or agents of either the Authority or the Contractor.~~

~~7. Payments to the Board Members for their services shall be governed by the following provisions: (a). Each Board Member will receive payments as follows:~~

~~i. A retainer fee per calendar month as specified in the schedule of fee made part of this Schedule and its revision from time to time. This retainer fee shall be considered as payment in full for:~~

~~(A). Being available, on 7 days' notice, for all hearings, Site Visits, and other meetings of the Board.~~

~~(B). Being conversant with all project developments and maintaining relevant files.~~

~~(C). All offices and overhead expenses such as secretarial services, photocopying and office supplies (but not include telephone calls, faxes and telexes) incurred in connection with the duties as a Board Member~~

~~ii. A daily fee as specified in the schedule of fee in respect of fee for site visit & meeting, fee for meeting/ hearing not at site and extra charges for days (max. of 02 days for travel on each occasion) other than hearing/meeting days.~~

~~iii. Expenses, in addition to the above, all reasonable and necessary travel expenses (including economy class air fare, subsistence, and other direct travel expenses) Receipts for all expenses in excess of Rs. 2000/- (Rupees Two Thousand only) shall be provided.~~

~~iv. Reimbursement of any taxes that may be levied on payments made to the Board Member pursuant to this paragraph 7.~~

~~(b). The retainer fee and other fees shall remain fixed for the period of each Board Member's term until revised by Employer. (c). Phasing out of monthly retainer fee. Beginning with the next month after the completion certificate (or, if there are more than one, the one issued last) has been issued, the Board members shall receive only one third of the monthly retainer fee till next one year. Beginning with the next month after the Board has terminated its regular activities pursuant to paragraph 4(a) above, the Board members shall no longer receive any monthly retainer fee.~~

~~(d). Payments to the Board Members shall be shared equally by the Authority and the Contractor. The concerned field unit / Project Implementation Unit (PIU) of Authority shall pay members' invoices within 30 calendar days after receipt of such invoices and shall invoice the Contractor for one half of the amounts of such invoices. The Contractor shall pay such invoices within 30 days' time period after receipt of such invoices. 8. Board Site Visits:~~

~~(a). The Board shall visit the Site and meet the representatives of the Authority, the Contractor and the Engineer at regular intervals, at times of critical construction events, at the written request of either party, and in any case not less than 6 times in any period of 12 months. The timing of Site visits shall be as agreed among the Authority, the Contractor and the Board, but failing agreement shall be fixed by the Board.~~

~~(b). Site visits shall include an informal discussion of the status of the construction of the Works. Site visits shall be attended by personnel from the Authority, the Contractor and the Engineer~~

~~(c). At the conclusion of each Site visit, the Board shall prepare a report covering its activities during the visit and shall send copies to the parties and to the Engineer.~~

~~9. Procedure for Dispute Referral to the Board:~~

~~(a) If either party objects to any action or inaction of the other party or the Engineer, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer stating that it is given pursuant to the Agreement and state clearly and in details the basis of the dispute.~~

~~(b) The party receiving the Notice of Dispute will consider it and respond to it in writing within 14 days after receipt.~~

~~(c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 10 days after receiving the response and call upon Engineer to mediate and assist the parties in arriving an amicable settlement thereof. Both parties are encouraged to pursue the matter further to attempt to settle the dispute.~~

~~(d) If the Engineer receiving the Notice of Dispute fails to provide a written response within 14 days after receipt of such Notice or failing mediation by Engineer, either party may require such dispute to be referred to the Board, either party may refer the dispute to the Board by written Request to the Board. The Request for decision shall state clearly and in full detail the specific issues of the dispute (s) to be considered by Board.~~

~~Chairman of the Board, with copies to the other Board Members, the other party, and the Engineer, and it shall state that it is made pursuant to this Agreement.~~

~~(e) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Member before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.~~

~~(f) During the hearing, the Contractor, the Authority, and the Engineer shall each have ample opportunity to be heard and to offer evidence. The Board's decision for resolution of the dispute will be given in writing to the Authority, the Contractor and the Engineer as soon as possible, and in any event not more than 56 days or any mutually extended period between the Authority and the Contractor. The time period of 56 days of issuance~~

~~of DRB decision will reckon/start from the day of first hearing that begins after submission of complete pleadings (including supporting documents, if any) by the parties.~~

~~10. Conduct of Hearings:~~

~~(a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Board. Private session of the Board may be held at any cost effective location convenient to the Board. Video recordings of all hearings shall invariably be made.~~

~~(b) The Authority, the Engineer and the Contractor shall be given opportunity to have representatives at all hearings. Parties should restrain to bring any Advocate/Law Firm during DRB hearings.~~

~~(c) During the hearings, no Board Member shall express any opinion concerning the merit of the respective arguments of the parties.~~

~~(d) After the hearings are concluded, the Board shall meet privately to formulate its decision. The private meeting (s) of the Board shall not exceed 3 sittings. All Board deliberations shall be conducted in private, with all Members' individual views kept strictly confidential. The Board's decisions, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer. The decision shall be based on the pertinent Contract provisions, applicable laws and regulations and the facts and circumstances involved in the dispute.~~

~~(e) The Board shall make every effort to reach a unanimous decision. If this proves impossible the majority shall decide and the dissenting Member may prepare a written minority report together with an explanation of its reasoning for submission to both parties and to the Engineer.~~

~~11. In all procedural matters, including the furnishing of written documents and arguments relating to disputes, site visits and conduct of hearings, the Board shall have full and the final authority. If a unanimous decision on any such matter proves impossible, the majority shall prevail.~~

~~12. After having been selected and where necessary approved each Board Member shall sign two copies of the following declaration and make one copy available each to the Authority and to the Contractor.~~

~~“BOARD MEMBER’S DECLARATION OF ACCEPTANCE” WHEREAS~~

~~(a). A Contract Agreement (the Contract) for the _____ project [fill in the name of project] has been signed on _____ [fill in date] between _____ [name of Authority] and _____ [name of Contractor] (the Contractor);~~

~~(b). The provisions of Agreement and Dispute Resolution Board's rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).~~

~~(c). The undersigned has been selected to serve as a Board Member on said Board; NOW THEREFORE, the undersigned Board Member hereby declares as follows:~~

1. I accept the selection as a Board Member and agree to serve on the Board and to be bound by the provisions of Contract Agreement and rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).

2. With respect to paragraph 1 of Dispute Resolution Board's Rules and Procedure, said Annex A, I declare (a) that I have no financial interest of the kind referred to in subparagraph (a); (b) that I have had no previous employment nor financial ties of the kind referred to in subparagraph (b); and (c) that I have made to both parties any disclosures that may be required by subparagraphs (b) and (c).

3. I declare that I have no. of Arbitrations (list enclosed) and no. of DRBs (list enclosed) in progress and that I will give sufficient time for the current assignment.

BOARD MEMBER (name of Board Member) Date: (insert Schedule of expenses and fees payable to the Member (s) of Dispute Resolution Board (DRB))

The fee and other expenses payable to the Members of DRB shall be as under:-

S.N.	PARTICULAR	AMOUNT PAYABLE
1	Retainer Ship fee, Secretarial Assistance and Incidental charges (telephone, fax, postage, etc.)	Rs 50,000/- per month for one package and maximum of Rs 75,000/- per month for 2 or more packages.
2 (i)	Fee for site visit or meetings at site	25,000/- per day
(ii)	Fee for meetings/ hearings not at site	10,000/- per day
3	Travelling expenses	Economy class by air, AC First Class by train and AC Taxi by road
4	Lodging and Boarding	Rs 15,000/- per day (Metro Cities) or Rs 10,000/- per day (in other Cities) or Rs 5,000/- per day (own arrangement)
5	Extra charges for days other than hearing/ meeting days (travel days maximum of 2 days on each occasion)	5,000/-
6	Local Conveyance	2,000/-

Notes:

(i) Lodging, boarding and travelling expenses will be allowed only for those members who are residing 100 kms away from the place of meeting.

(ii) Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.

(iii) The above schedule of fee and expenses shall be applicable on or after the date of issue of this circular.

(iv) The expenses are to be shared equally by the parties i.e. Authority and Contractor.

The decision(s) of the Dispute Resolution Board shall be binding on both parties who shall promptly give effect to unless and until the same is revised/modified, as hereinafter provided, in a Conciliation/Arbitral Tribunal.

24.2 Conciliation:

~~If either the Authority or the Contractor is dissatisfied with any decision of the DRB, and/or if the DRB is unable to resolve the dispute, either Party may refer the Dispute to Arbitration in accordance with the provisions of Clause 24.3 but before resorting to such Arbitration, the parties agree to explore conciliation by the Conciliation Committees of Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the Conciliation proceedings being successful, the parties to the dispute would sign the Written Settlement Agreement and the conciliators would authenticate the same. Such Settlement Agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the Conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to Arbitration in accordance with the provisions of Clause 24.3.~~

24.3 Arbitration:

~~In case of Dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled as set forth below:~~

- ~~i) The Dispute shall be finally referred to Society for Affordable Resolution of Disputes (hereinafter called as SAROD), a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW/1049/2013 duly represented by Authority and National Highways Builders Federation (NHBF). The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India~~
- ~~ii) The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD and Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time. The rules of SAROD are as per Annex-I.~~
- ~~iii) Arbitration may be commenced during or after the Contract Period, provided that the obligations of Authority and the Contractor shall not be altered by reason of the Arbitration being conducted during the Contract Period.~~
- ~~iv) The seat of Arbitration shall be New Delhi or a place selected by governing body of SAROD and the language for all documents and communications, between the parties shall be English.~~
- ~~v) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself~~

~~24.4 The arbitrators shall make a reasoned award (the "Award"), Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date its is made and the contractor and the Authority agree and undertake to carry out such Award without delay.~~

~~24.5 The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.~~

~~24.6 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.~~

24.7 Adjudication by Regulatory commission or Authority

~~In the event of constitution of a statutory Regulatory Commission or Authority with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes~~

~~arising after such constitution shall, instead of reference to arbitration under Clause 24, be adjudicated upon by such Regulatory Commission or Authority in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.~~

B. TIME CONTROL

25. Programme

25.1 The Contractor shall submit to the Engineer for approval a work programme within period specified in the contract data showing the requirement of manpower, machinery and material along with required cash flow inputs, general methods, arrangements, order, and timing etc. for all the maintenance works and activities.

25.2 The Engineer may issue the work order for Emergency Works in stages specifying the time limit for the same as and when required except the performance-based maintenance items. To be clear, no separate work orders shall be issued for Routine Maintenance/Periodic Maintenance/Initial rectification works.

25.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of progress achieved on the timing of the remaining Works, including any changes to the sequence of activities.

25.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within

25.5 this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

25.6 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date(As per Cl. 14 of GCC of 2.10)

~~**26.1** The Engineer shall extend the Intended Completion Date only after approval of the Employer if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.~~

~~**26.2** The Engineer, within 14 days of receiving full justification from the Contractor for extension of Intended Completion Date, will refer to the Employer his recommendation. The Employer shall, in not more than 21 days from the date of receipt of Engineer's recommendation, communicate to the Engineer the acceptance or otherwise. The Engineer shall convey the decision of the Employer to the Contractor.~~

~~**27. Delays Ordered by the Engineer**~~

~~**27.1** The Engineer may instruct the Contractor to delay the start or progress of any~~

activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

28. Management Meetings

28.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans and progress for the Maintenance Works.

28.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting including Authority. The responsibility of the parties for actions to be taken shall be decided by the Engineer either during the management meeting or after the management meeting and to be intimated in writing to all those who attended the meeting.

28.3 Engineer and Contractor will mandatorily hold a meeting with the Employer atleast once in a month.

C. QUALITY CONTROL

29. Identifying Defects

29.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects those are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to uncover and test any work that the Engineer considers may have a Defect. ~~The Contractor shall raise Request for Inspection (RFI) or Information for Inspection (IFI) for all day to day activities of Routine Maintenance of road asset, Periodical Maintenance, Initial Rectification and emergency works to ensure quality of all the day to day activity and progress of the maintenance work. For release of payment enclosure of RFI/IFI is mandatory.~~

30. Tests

The Contractor shall set up a field laboratory within 30 days period from the date of Notice to proceed the work stated in Contract Data and shall be solely responsible for:

- a) Carrying out the mandatory tests prescribed in Technical Specifications and
- b) For the correctness of test/procedures, whether preformed in his laboratory or elsewhere.

30.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the testing charges and for any number of samples. Otherwise, the Employer shall pay for the testing charges.

31. Correction of Defects noticed during the Defects Liability Period

31.1 The works carried out shall be of very high standard, requiring no major repairs on the road for at least, during defects liability period, after the date of completion of works.

31.2 If any defects including shrinkage, cracks, other faults appear in the works within the period specified hereunder rectification of defects as per required specifications and good industry practice may be undertaken. In case defects stillprevails, the Engineer shall give notice to the Contractor of any defects before the endof the Defects Liability Period after issue of "Taking over" certificate. The Defects Liability Period shall be

extended for as long as the defects remain to be corrected.

31.3 Every time notice of a defect is given, the Contractor shall correct the notified defect as per relevant specifications and good industry practice at his own cost within the length of time specified in the Engineer's notice.

31.4 The Defects Liability Period shall be as given in the Contract Data, counted from the Date of Completion stated in the Certificate of Completion issued in pursuance of **Clause 47**. The defect liability period is not applicable for works of routine maintenance such as pot holes/ patch repairs/ruts repairs under performance based BOQ item.

31.5 If during the Defects Liability Period any defect is found in the design, engineering, materials and workmanship of the Works and Services executed by the Contractor, then the Contractor shall promptly, in consultation and agreement with the Engineer, appropriately remedy such defects at its cost, or repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defects as well as any damage to the Road caused by such defects.

~~**31.6** The Contractor's obligations under this Clause 31 shall not apply to:~~

~~a) any material that is supplied by the Employer, and normally consumed in maintenance, or have a normal life shorter than the Defects Liability Period stated herein;~~

~~b) any design, Specification or other data, supplied or specified by or on behalf of the Employer or any matter for which the Contractor has disclaimed responsibility herein;~~

31.7 The Employer shall offer the Contractor all reasonable opportunity to inspect the defect(s) Noticed, as well as provide all necessary access to the Facilities and the Site to enable him to perform his obligations under this **Clause 31**.

The Contractor may remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

32. Work to be executed on Risk & Cost of Contractor for Uncorrected Defects

32.1 If the Contractor fails to correct a Defect as per relevant specifications and good industry practice, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected. The Contractor will pay to the Employer this amount or the Engineer may deduct such amount from any sums due to the Contractor, on correction of the Defect together with 20 percent additional costs as the damages.

32.2 In case of any non-compliance/delayed compliance of maintenance standards, the damages/reduction in payment shall be applicable as provided under Road Maintenance Standards Part – I.

D. COST CONTROL

33. Bill of Quantities

33.1 The Bill of Quantities shall contain

- i) Lump-sum price per km per month for Routine Maintenance of Road Asset;
- ii) Lump sum price for Initial rectification works which are required to bring the road to service levels
- iii) Lump sum price per km for Periodical Maintenance works the description of items, units, rates and amount.
- iv) Unit rate for Emergency works

33.2 In case of Routine Maintenance, Initial rectification works and periodical maintenance works, the indicated BOQ items are provisional and the Bidder/ Contractor is required to assess the items, quantities and the cost for quoting the Bid in percentage above/ below the indicative amount by the Employer. The Bidder shall have no claim whatsoever in case the quantities executed are in excess than the provisions in the BOQ.

In case of Emergency Works, the Engineer / Employer shall provide the details of items to be executed along with quantities, rates and amounts. The payment will be made as per actual work executed and measured at site.

In case of variation in quantities, the payment will be made as per agreement rates i.e. applicable SOR adjusted with quoted and accepted percentage of the Bidder on overall indicated amount of the Work by the Employer. If necessity of additional work items is warranted the payment for such work will be admissible at applicable SOR/ Market rates adjusted with quoted and accepted percentage of the Bidder on overall indicative amount of work by the Employer.

~~In case of Routine Maintenance for Electric lights at locations of Project Highway Stretch(es), the Electricity consumption Bill(s) as raised by the concerned Utility Providing Agencies in the name of Employer will be paid by the Employer, however all such utility services assets are to be maintained by the Contractor in the serviceable condition.~~

33.3 Routine Maintenance Works shall be measured and billed separately and will be remunerated by lump-sum amount after making adjustments for deductions for lapses in maintaining the defined service levels during the entire period of contract as stated in the BOQ.

33.4 Initial rectification works and Periodical Maintenance works are to be paid on the basis of the lengths completed in accordance with the approved programme.

33.5 Emergency works will be taken up and paid on the basis of work order issued by the Engineer/ Employer which will include quantities of various items to be executed with reference to the unit rates provided in the BOQ.

34. Measurement for Payments

34.1 Routine Maintenance of Road assets will be measured per km per month. However, payment for Routine Maintenance of road assets shall be effected by compliance with the Maintenance Standards pursuant to Maintenance Activities and shall be billed in fixed monthly amounts (lump-Sum amount), as per the Bill of Quantities for Maintenance Activities, beginning from the Start Date. Payments will be made with reduction if the Maintenance standards are not achieved as defined in the specifications. The reductions for non-compliance with the Maintenance standards will be applied on the basis of monthly inspection, in accordance with the methodology specified in the Road Maintenance Standards and Specifications (Section 7).

34.2 Initial rectification works and Periodical Maintenance Works will be measured based on the actual work outputs (completed per km length) as defined in the Specifications and completed by the Contractor in compliance with the Specifications.

34.3 Emergency works will be taken up and paid on the basis of work order issued by the Engineer/ Employer which will be in accordance with the unit of measurement used for product unit price included in the Bill of Quantities. The prices shall be those stated in the Bill of Quantities.

35. Variations

35.1 The Engineer may order Variations, with the prior approval of the Employer, he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall execute the varied works. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account. Further, no variation to Routine Maintenance, Initial Rectification and Periodic Renewal Works are acceptable, except as specified in Clause 6.2 of Part-II of Section-7 (Specifications for Road Maintenance Works and Operational Procedures).

36. Payments for Variations

36.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

36.2 If the rates for Variation are not specified in the Bill of Quantities under Emergency works, the Engineer shall derive the rate from SOR applicable at the time of bidding.

36.3 If the rate for Variation item under Emergency works cannot be determined in the manner specified in **Clause 36.1 or 36.2**, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within seven days of the submission of the claim by the Contractor and approval from the Employer shall be taken. As far as possible, the rate analysis shall be based on the Standard Data Book and the current Schedule of Rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

~~**37. Cash Flow Forecasts**~~

~~**37.1** When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.~~

38. Payment Certificates

38.1 The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.

38.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.

38.3 The value of work executed shall be determined, based on measurements by the Engineer.

38.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

38.5 The value of work executed shall also include the valuation of Variations.

38.6 The Engineer/Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of latest information.

38.7 The final bill shall be submitted by the Contractor within one month of the actual date of completion of the work; otherwise, the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly. It shall also comprise of all the test reports conducted during the work.

39. Payments

~~**39.1** Payments shall be adjusted for deductions for Output Performance measures, advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The deduction and payment methodology are described in Clause 5.2 of Part-II of Section-7 (Specifications for Road Maintenance Works and Operational Procedures). The Employer shall pay the Contractor the amounts the Engineer had certified, within 28 days of the date of each certificate after submission of the monthly statement by Contractor.~~

39.2 Monthly statement for routine maintenance, Initial Rectification Works and Periodic Maintenance shall be raised on monthly basis. The authorized representative of the Employer shall make the payment certified by the Engineer.

39.3 deleted.

~~**39.4** Price Adjustment - Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Contract Data. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment (if any), shall be adjusted by applying the respective price adjustment factor to the payment amounts. Formula as below shall be applied:~~

$$P = A + B \text{ Imc/Ioc}$$

where:

P is the adjustment factor for the amount payable

A and **B** are coefficients⁷ specified in the Contract Data, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable and

Imc is the index prevailing at the end of the month being invoiced and **Ioc** is the index prevailing twenty-eight (28) days before Bid due date for inputs payable;

If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

~~**40. Compensation Events**~~

~~**40.1** The following shall be Compensation Events unless they are caused by the Contractor:~~

- ~~a) The Engineer orders a delay or delays exceeding a total of 30 days;~~
- ~~b) The effects on the Contractor of any of the Employer's Risks.~~

~~**40.2** If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The~~

~~Engineer shall decide whether and by how much the Intended Completion Date shall be extended after approval of the Employer.~~

~~40.3 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer/Employer.~~

41. Taxes and Currencies for Payments

41.1 The rates quoted by the Contractor shall be deemed to be exclusive of the GST but including other levies, duties, royalties, cess, toll, and other taxes of Central and State

⁷ The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients will be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, which is 0.15 to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

41.2 All payments shall be made in Indian Rupees.

42. Security Deposit/Retention Money

42.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works. However, Govt. Policies and orders at the time of Bidding will prevail.

42.2 The security deposit/retention money and the performance security will be released to the Contractor when the Defects Liability Period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected. Also refer clause 16 of Contract Data.

42.3 If the Contractor so desires, then the Security Deposit/retention money can be released on submission of unconditional Bank Guarantee at the following two stages:-

- a) At a point after the progress of work in financial term (gross value of work done) has reached 50% of the contract amount
- b) After the retention money has been deducted to the full value (5% of the contract amount).

43. Liquidated Damages

43.1 The Contractor shall pay liquidated damages to the Employer at the rate or part thereof stated in the Contract Data for each day for Initial Rectification works (beyond six month) and Periodical Maintenance works (beyond 2/4 years as the case may be). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities. The Contractor shall also pay the liquidated damages for any delay in completing the emergency work as stated in the work order issued by the Engineer.

43.2 Both the parties expressly agree that the liquidated damages payable by the

Contractor are mutually agreed, genuine, pre-estimated loss and without any proof of actual damages likely to be suffered and incurred by the Employer and the Employer is entitled to receive the same and are not by way of penalty.

43.3 Deleted.

44. ——— Advance Payment

~~44.1 The Employer will make an interest bearing advance payment to the Contractor only for Initial Rectification Works and Periodic Maintenance works against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the 110% advance payment maximum up to 10% of Contract Price. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The Contractor shall take the above advance before 2nd running bill and if the contractor delays seeking the advance, the same is not payable.~~

44.2 The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer within 6 months from date of start.

44.3 The advance payment shall be repaid with interest @ Bank Rate + 3% applicable on the date of release of mobilization advance, by deducting from payments otherwise due to the Contractor. The mobilization advance will be recovered from third running bill upto 8th running bill in six equal instalments and the interest will be recovered from 9th bill. In any case, the mobilization advance with interest must be recovered within ten months from the date of agreement. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Compensation Events, or Liquidated Damages.

45. Performance Security(As per Cl. 29 of GCC of 2.10)

45.1 Subject to further condition in Contract Data, the Performance Security equal to three percent of the Contract Price shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 60 days after the expiry of Defects Liability Period or Contract Period whichever is later.

46. Cost of Repairs

46.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied/rectified by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

47. Completion

47.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works are completed as per specifications and standards given in the Contract and as per approved design.

48. Taking Over

48.1 The Employer shall take over the Site and the Works by preparing of detailed

inventory of all road assets, median plantation, road side plantation and road furniture, and other project facilities etc., verified by the Third Party Agency engaged for the purpose by the Employer and such taking over Report/ Detailed statement to be signed by the representative of the Contractor, Engineer and Authority within seven days of the Engineer's issuing a certificate of Completion.

49. Final Account

49.1 The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate (DLC) and certify any final payment that is due to the Contractor ~~within 28 days~~ of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue ~~within 28 days~~ a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate ~~within 28 days~~ of receiving the Contractor's revised account

49.2 Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 49.1 has been made.

50. Operation and Maintenance Manual

50.1 If "as built" Drawings and/or operation and maintenance manuals are required relating to construction work carried out, the Contractor shall supply them within 28 days from the date of issue of certificate of completion.

50.2 If the Contractor does not supply the Drawings and/or manuals by the stipulated date or they do not receive the Engineer approval, the same shall be got prepared by the third party agency at its Risk & Cost and such cost along with damages of Rs 5 Lakhs in addition to aforementioned cost would be recovered from the Contractor.

50.3 Termination: The Employer may terminate the Contract if the party causes a fundamental breach of the Contract.

50.4 Fundamental breaches of Contract include, but shall not be limited to, the following:

Fundamental Breaches by the Contractor

- a) the Contractor stops work or grossly neglects Routine Maintenance Works and Services for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to remedy the defect and correct it within the period of time determined by the Engineer;
- d) the Contractor does not maintain a Security Deposit as per clause;

- e) the Contractor has delayed the completion of Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in **Clause-43**;
- f) the aggregate liability of the Contractor to the Employer, exceeds the total amount specified in the Contract Data, provided that this limitation shall not apply to the cost of repairing or replacing defective works and equipment;
- g) the Contractor fails to provide insurance cover as required under **Clause-13**;
- h) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practices as defined in **Clause- 34** of the Instructions to Bidders in competing for or in executing the Contract;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- j) if the Contractor does not deploy any of the personnel stated in Contract Data within 45 days of issue of notice to proceed;
- k) The Contractor violates the provisions of Child Labour (Prohibition & Regulation) Act, 1986;
- l) Breach as described in note 5 of Clause 5.2 of Part II of Specification for Road Maintenance works and Operational Procedures as action for repeated non compliances.
- m) Any other fundamental breaches as specified in the contract data.

50.5 Without prejudice to any other right or remedies which the Employer may have under this contract upon occurrence of a Contractor's fundamental breach of contract, the Employer shall be entitled to terminate this contract by issuing a Termination Notice to the Contractor provided that before issuing the Termination Notice, the Employer shall by a Notice inform the Contractor of its intention to issue such Termination Notice and grant 15 days to the Contractor to make a representation and may after the expiry of such 15 days, whether or not it is in receipt of such representation issue the Termination Notice.

50.6 Notwithstanding the above, the Employer may Terminate/ Foreclose the Contract for its convenience.

50.7 If the Contract is terminated/ Foreclosed, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

51. Payment upon Termination/ Foreclosure

51.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of work done and Materials ordered less advance payments received up to the date of issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer and Employer may recover the same from Performance Bank Guarantee.

51.2 Employer may foreclose the contract in the event of start of any new development work or situation warrants otherwise. If the Contract is foreclosed at the Employer's convenience, the Engineer shall issue a certificate for the value of work done, and a pre-determined amount specified in the contract data to cover the reasonable cost of removal of Equipment and repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's profit due on the works not executed (in any case not more than 10% on the remaining work value) and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

52. Property

52.1 All Materials on Site, Plant, Equipment, Temporary Works and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default.

53. Release from Performance

53.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

F. OTHER CONDITIONS OF CONTRACT

54. Labour

54.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport; and for compliance of various labour laws/regulations.

54.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on Site and such other information as the Engineer may require.

54.3 The Contractor's personnel including equipment operators shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove or cause to be removed any person employed on the site or the works, including the Contractor's representative, if applicable, who

- a) Persists in any misconduct or lack of care;
- b) Carries out duties incompetently or negligently;
- c) Falls to conform with any provision of the contract;
- d) Persists in any conduct which is prejudicial to safety, health or protection of the environment.

If appropriate, the contractor shall then appoint or cause to be appointed a suitable replacement person

55. Compliance with Labour Regulations

55.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification

that may be issued under any labour law in future either by the State or the Central Government or the local authority. (Salient features of some of the major labour laws that are applicable to construction industry are given in Addendum to General Conditions of Contract.) The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

In no case shall the employees of the Contractor and the Sub-Contractor be treated as the employees of the Employer at any point of time.

56. Drawings and Photographs of the Works

56.1 The Contractor shall do photography/video photography of the site firstly before the start of work, secondly mid-way in the execution of different stages of work and lastly after the completion of each item of work. No separate payment will be made to the contractor for this. The contractor shall also carry out the Drone survey as per extent Authority policies and shall upload the output data on the Data Lake portal or any other portal as decided by Authority by 07th of each succeeding month.

56.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under **Clause 57.1**, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

57. The Apprentices Act, 1961

57.1 The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (Ill of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

CONTRACT DATA

Items marked “N/A” do not apply in this Contract.

1. The Employer is - [Cl.1.1 of ITB]
The Chief Engineer Zone MPPWD Bhopal
2. The Engineer is: (Will be intimated later) - [Clause 1.1 of GCC]
Designation: The Executive Engineer, Bhopal
Address: - [Cl.1.1]
3. The Intended Completion Date for the whole of the Works is 60 months(including rainy season) from StartDate.- [Cl.1.1, 17&26 of GCC]
4. The Site is located :-
Performance based Maintenance contract on ----- Pavement from km to km on NH 752-C (total Length -----km in the state of Madhya Pradesh. - [Sr no 1 of NIT]

The roads and road sections including ~~service roads~~, all cross drainage works and all other project facilities as defined in Section 10 of the Bid document.

The responsibility of the Contractor (“the Site”) is all roads and road sections included in the section 10, including

- the Right-of-Way of the road;
- all junctions, intersections, and interchanges, including slip lanes and (unless otherwise stipulated in the Contract) the first 50 meters of the connecting roads; and
- for all river or stream beds the Contractor’s responsibilities extend (unless otherwise stipulated in the contract) for 100 meters upstream and downstream from the road or the relevant bridge or drainage structure.
- for all paved side roads the Contractor’s responsibilities extend (unless otherwise stipulated in the contract) for maximum of 60 meters.

Service Roads running in parallel to the road are included in the contract and the details to be mentioned in the asset details and service levels mentioned in this section.

5. The Start Date shall be within 15 days after the date of issue of the Notice to proceed- [Cl.1.1 of GCC]
 - (a) The name and identification number of the Contract is **Performance based Maintenance contract on (total Length km in the state of Madhya Pradesh.**
6. The Works consist of Initial rectification, Routine maintenance, Emergency works and NSV survey, inspection by MBIU, Cattle rescue vehicle , energy charges of road [Cl. 1.1 of ITB]
7. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1 of GCC]
8. The limit of subcontracting is NIL of initial contract price..... [Cl.7.1 of GCC]
9. Schedule of other Contractor- [Cl.8.1 of GCC]
10. The Technical Personnel are (As per ITB Annexure I-3)..... [Cl. 9.1 of GCC & Cl. 1.3]

S. No.	Personnel⁸	Qualification	Particular Experience (minimum requirement)	No. of Persons
1.	Project Manager	Degree in Civil Engineering	8 years as Project Manager on Highway, Bridge construction/ Maintenance works	1
2.	Site Engineer cum Surveyor Engineer cum Material Engineer	Degree in Civil Engineering	4 years on Highway Construction/ Maintenance works	1 for each 50km
3.	Incident cum Road Property Manager cum Route Operation Manager	Graduate from a recognized University	3 years on Highway Property Management and Maintenance	1 for each 100km
4	Road Safety Auditor	Road Safety Auditor Certificate from appropriate approved govt. agency	5 years experience	3 days in every 3 months

11. Amount for insurance are: [Cl.13.1 of GCC]

- a. For Loss/ Damages to Works and Materials – Amount equivalent to 60% of Contract Price.
- b. For Loss/ Damages to Equipment – Amount equivalent to 10% of Contract Price.

⁸ The team proposed is for guidance and it is bare minimum and shall be considered indicative and Employer to change the same in line with project requirements

- c. For Loss/ Damages to Property in connection with Contract except Works/Materials/ Equipment – Amount equivalent to 5% of Contract Price
- d. For Third Party Liability Insurance – Amount equivalent to 5% of Contract Price
- e. For Automobile Liability Insurance - Amount equivalent to 5% of Contract Price
- f. For Workers' Compensation - Amount equivalent to 5% of Contract Price
- g. For Employer's Liability - Amount equivalent to 5% of Contract Price
- h. For other Insurances - Amount equivalent to 5% of Contract Price

The said insurance shall include all liabilities as per **Clause 13.1** and shall be deductible as per premium rate.

12. Site Investigation Report – NIL [Cl 14.1 of GCC]

13. The period for submission of the programme for approval of Engineer shall be 30 days from the issue of Letter of Commencement/ Approval of the design by the Engineer (whichever is later) [Cl. 17.1 & Cl.25.1 of GCC]

14. Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme. [Cl. 25.4 of GCC].
15. The period for setting up a field laboratory with the prescribed equipment relevant to items of work in BOQ is 30 days from the date of notice to start work [Cl. 30.1 of GCC]
16. The Defect Liability Period will be upto 30 days beyond the Contract expiry or 36 months from the date of Completion of work items whichever is later for periodic renewal. [Cl. 31 of GCC]

Further, asset items such as sign boards, cat eyes, road studs, delineators, solar blinkers, street lighting, metal beam crash barriers, median planation, ~~ATMS equipment~~ etc. as inventoried after Initial Rectification/ Periodic Renewal should be available on site in good condition. Further, all service levels should be within acceptable criteria as per Annexure-E. Cost of Items missing or non-serviceable before issuance of DLC shall be recovered as damages from the contractor either through PBG or otherwise as deemed fit by the authority. Rates for such recovery shall be as per BOQ attached in the financial proposal (without tender discount) after application of price adjustment or latest SOR whichever is available for that item.

17. **Price Adjustment:** Price Adjustment will be Applicable after 01 Year i.e. Effective from 13th Month from the Start Date as per details below:

(i) Routine Maintenance cost to be adjusted in line with WPI where Non-Adjustable Portion will be 0.15 (A) and Adjustable Portion will be 0.85 (B). The Base WPI (All Commodities) is to be considered 28 days before the bid due date.

(ii) Periodical Maintenance and Emergent works cost to be adjusted for Bitumen prices, Fuel prices to be considered as 0.40 & 0.12 coefficient respectively and for other materials/ labour for a coefficient of 0.33 on WPI (All Commodities) totaling to 0.85 (B) whereas, for Non-Adjustable Portion, coefficient is to be 0.15 (A). The indices for bitumen and fuel are to be considered as per the actual price of Bitumen from nearest Refinery and Diesel from Indian Oil Corporation Ltd. [Cl. 39.4 of GCC]

18. LIQUIDATED DAMAGES for delay in Completion of Work items:

Calculation of Damages for delay in completion of Periodical Maintenance Works/Emergency works/Initial Rectification works based on Individual cost component as under:

a. Amount of liquidated damages for delay in completion of Initial rectification and Periodical Maintenance work	0.1 (zero decimal one) percent of the value of Initial rectification and Periodical Maintenance work to be executed as per Maintenance Program, rounded off to the nearest thousand, per day with the minimum of Rs. 10000/- per day
b. Maximum limit of liquidated damages for delay in completion of Initial rectification and Periodical Maintenance work.	10 per cent of the value of Initial rectification and Periodical Maintenance work rounded off to the nearest thousand [Clause.43 of GCC]

c. Amount of liquidated damages for delay in completion of Emergency work	contractor fails to complete the emergency work as directed by the Engineer within the prescribed time limit then liquidated damages will be 0.1 (zero decimal one) percent of the value of Emergency work per day of delay subject to maximum 10% of the value of emergency works
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19. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as specified in the Bidding Documents. **[Cl. 45.1 of GCC](As per Cl. 29 of GCC of 2.10)**

20. The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20 percent. The Performance Security shall also be forfeited if the Contract is terminated because of a fundamental breach of Contract by the Contractor. **[Cl.52.1 of GCC]**

~~**21.** The reasonable cost of removal of equipment and repatriation of the Contractor's personnel employed solely on the works in the event of termination of the contract at the Employer's convenience or because of a fundamental breach of contract by the Employer is to be treated as assessed by the Engineer but in no case more than 1% of the Contract price. **[Cl. 52.2 of GCC]**~~

22. -Dispute Resolution System

22.1 No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

22.2 No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such dispute.

22.3 The Competent Authority shall decide the matter within 45 days.

22.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.

22.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyasthan Adhikaran Adhiniyam, 1983*.

22.6 The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

23. Extension of Time

- 23.1 The contract is for completion of works and therefore non approval of EOT shall not in any way invalidate the contract. The contractor will have to complete the works.
- 23.2 In the event of delays attributable to the contractor, the EOT shall not be given by the Engineer-in-Charge and the Liquidated Damages shall be levied from the contractor in accordance with the provisions of the contract.
- 23.3 In the event, the delays are not attributable to the contractor the EOT may be issued by the Engineer- in-Charge without imposition of Liquidated Damages either suo-motto or on a written request of the contractor.
It is clarified that out of the total delays in completion of works, the EOT shall be issued only for the part, which is not attributable to the contractor.
(Amended as per Govt. Order No. F-53-55-2018-19-Yo-1154 Bhopal, Dated 23-03-2018)

24. Defect liability period will be 1 year from completion date.

25. Performance guarantee (Security)

Performance guarantee (Security) shall be valid up to;

The upfront Bank Guarantee against Performance Security shall be taken for a period as mentioned below–

- (a) Works having Performance Guarantee of 5 Years- Construction Period + 3 Years + 3 Months.
- (b) Works having Performance Guarantee of 3 Years- Construction Period + 2 Years + 3 Months.
- (c) Works having Performance Guarantee of 1 Years- Construction Period + 1 Years + 3 Months.

It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the Bank Guarantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.

(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)

ADDENDUM

TO

GENERAL CONDITIONS OF CONTRACT

ADDENDUM TO GENERAL CONDITIONS OF CONTRACT

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORKS.

- a) **Workmen Compensation Act, 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act; 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions if an employee has completed the prescribed minimum years (five years) of service or more or on death the rate of prescribed minimum days" (15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (10) or more employees.
- c) **Employee's P.F. and Miscellaneous Provision Act 1952:** The Act provides for monthly contributions by the Employer plus workers at the prescribed rate (10 percent or 8.33 percent). The benefits payable under the Act are:
 - i) Pension or family pension on retirement or death as the casemay be.
 - ii) Deposit linked insurance on the death in harness of the worker.
 - iii) Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act, 1961:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act, 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ minimum prescribed (20 or more) numbers of contract labour.
- f) **Minimum Wages Act, 1948:** The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act, 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of workers.
- h) **Equal Remuneration Act, 1979:** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of bonus Act, 1965:** The Act is applicable to all establishments employing minimum prescribed (say, 20 or more) number of workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly

set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

- j) **Industrial Disputes Act, 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act, 1946:** It is applicable to all establishments employing minimum prescribed number of persons (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade unions Act, 1926:** The Act lays down the procedure for registration of trade unions of workmen and employees. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act, 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1979:** The Act is applicable to an establishment which employs minimum prescribed number of labour (say, five or more) inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in an establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employ the minimum prescribed (say, 10 or more) number of workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2 percent of the cost of construction as may be notified by the Government. As per current notification, one percent of the cost of construction is payable by the Employer of the establishment. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near to the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act, 1948:** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the minimum prescribed number of persons (say, 10 persons or more) with aid of power or another minimum prescribed number of persons (say, 20 or more persons) without the aid of power engaged in manufacturing process.

SECTION – 4

**ROAD MAINTENANCE STANDARDS
AND
SPECIFICATIONS
FOR
ROAD MAINTENANCE WORKS,**

PART-I AND PART-II

PREAMBLE

The Road Maintenance Standards and Specifications shall be read in conjunction with all other documents constituting the Contract viz. Notice Inviting Tender, Instructions to Bidders; Conditions of Contract, Bill of Quantities and other related documents mentioned in the Bid Documents.

General

The Standards and Specifications for the Road Maintenance Works and Activities as described hereinafter shall comprise of the following:

- PART-I : Road Maintenance Standards and Performance Measures
- PART-II : Specifications for Road Maintenance Works and Operational Procedures

PART-I

ROAD MAINTENANCE STANDARDS AND PERFORMANCE MEASURES

1. Performance Measures and Indicators

The Contract assignment needs to meet the strategic objectives of the Employer. To ensure this is achieved, The Contract include two classes of performance measures, namely *Operational Performance Measures (OPM's)* and *Management Performance Measures (MPM's)*:

- **Operational Performance Measures** relate directly to the quality of the road and therefore to the results of the Contractor's maintenance activities. The required minimum acceptable road conditions and Service Levels are defined through the OPM's, and these are used to define and measure the compliance of the Contractor with the specified requirements. The defined *Operational Performance Measures* and indicators are thus the accepted minimum thresholds for the quality levels of the roads for which the Contractor is responsible.

- **Management Performance Measures** describe contractual requirements that are not directly related to road conditions and performance. Most MPM's relate to information that the Contractor needs to deliver to the Employer, so that the Employer can control certain aspects of the contract and the road asset, to operate its Road Asset **Management** System – RAMS (if such a system exists) and to facilitate the preparation of the next contracts for the roads. The contract also defines MPM requirements to include activities such as: (i) delivery of various types of reports to the Employer; (ii) inventory updates and other data sharing requirements; and, (iii) maintenance history (so subsequent tenderers can price the work).

The OPMs cover essential aspects of the roads and take account of the fact that different roads within the contract area might require different Service Levels. Each contract will be unique as the OPMs reflect the Employer's strategic goals for the specific roads covered by the contract.

For *paved roads*, OPM criteria refer mostly to Road User Service and Comfort measures, which can be expressed in terms such as:

- Road Roughness
- Road and lane width
- Rutting
- Vegetation control
- Cleanliness of the road and its Right-of-way
- Visibility of road signs and markings
- Availability of traffic lanes for vehicle traffic
- Response times to rectify defects
- Maintenance of other Road assets including utility / **ATMS services** required for proper operation of Traffic management and Road Safety

2. Services under this Contract

Under this contract, the Contractor would be responsible to provide maintenance service, periodical maintenance, and execute work orders for emergency works. Maintenance

Service would have two parts the first one Routine Maintenance Services which would be paid in the form of the amount of the monthly lump-sum payment as per the rate quoted by the bidder according to the conditions of contract; second part of maintenance service include Initial Rectification Works, which would mainly be paid in the form of a lump-sum amount while indicating the quantities of measurable outputs (completed per km length) to be executed in order that the road achieves the performance standards;

Periodic Maintenance Works, for specified section would be paid in the form of lump-sum rate/ amount per km completed length that will be measured and paid in accordance with the progress in the execution of those measured outputs (completed per km length). Periodic Maintenance works also includes Road Markings, provision of reflective Road Studs, Gravel filling to match the Shoulder level with carriageway after laying renewal coat, which will be paid on measured inputs basis.

Unit prices are provided for Emergency Works in the form of a Schedule of Prices. Payments will be made for each Emergency on a case-to-case basis, on actual execution and value determined by the Contractor and approved by the Engineer/ Employer on the basis of the quantities executed.

2.1. Maintenance Services

Maintenance Services consist of all interventions on the Roads and their right- of-way that are to be carried out on a regular or occasional basis by the Contractor in order to attain and maintain the defined Service Levels for the roads included in the contract. They also include numerous required and necessary activities related to the management and patrolling of the roads included in the Contract, throughout the entire contract duration.

Routine Maintenance services include (but are not limited to) the following:

- Repairing road defects (such as potholes, rutting, ravelling, cracking in pavement, edge break, etc.);
- Maintenance of shoulders, verge, intersections, junctions with other roads, roundabouts, overpasses and other road surface areas;
- Repair works in embankment and cut slopes;
- Removing the landslides / boulders from the road section and keeping the road lane clean for traffic flow
- Drainage system cleaning, maintenance, and repairs;
- Maintenance of bridges and other structures (such as retaining walls, culverts, etc.);
- Road cleaning and removal of trash and debris;
- Vegetation control (cutting vegetation);
- Maintenance of existing vegetation, such as trees (if required);
- Cleaning and maintenance of road signs and road markings, including

their replacement needed due to wear and tear, minor damages, etc.;

- Maintaining traffic flows and road safety during Works carried out on the roads;
- Regular patrolling of the roads in line with the requirements;
- Establishing and operating the Contractor's Self-Control Unit;
- Road condition data collection and monthly reporting;
- Other types of reporting as required by the Contract;
- Providing assistance to road users in emergency situations resulting from traffic accidents or incidents, extreme weather events, natural disaster, etc.

2.1.1. Routine Maintenance (RM) Services

The Contractor shall maintain each asset item to the specified Intervention Criteria and service levels as part of the Contract Lump Sum for the criteria.

- Main carriageway/ Roadway along with Service/ Slip Road – including Pavement crust, Embankment, Shoulder, Kerb, Median, Drainage, Footpath, Separator
- Road Furniture – Barriers, Guard Rails, Anti glares, Road studs, Rumble strips, Signboards, Traffic blinkers, Pavement marking, Noise Barriers, Object Markers, Attenuators, Delineators
- Structures – Wearing coat and Expansion joint, deck slab, beams/girders of super structure, bearings, substructures, foundation, protection works, retaining wall, culverts
- ~~Project Facilities – Bus bays, Truck Lay Bays, Toilet Blocks, Highway lighting~~
- Miscellaneous Assets – O&M Centre, Material testing laboratory
- ~~Emergency Response System – Ambulance, Route Patrol Vehicle & Crane. **Above must be integrated with 1033/112 help line no and its central Command Unit in NHAI.**~~
- Work zone safety
- Encroachment
- Overall Cleanliness including use of mechanical equipment's, project cleanliness and innovative technologies
- ~~Advance Traffic Management Systems (ATMS)~~

The Contractor is deemed to have carried out preliminary surveys of the relevant Roads prior to bidding in order to evaluate all Routine Maintenance (RM) related obligations and to assess the annual Lump Sum cost of RM.

The Routine Maintenance (RM) shall be carried out on all Roads covered by the Contract to the specified service quality levels for a contract period, including:

- The provision of management services as required for the duration of the Contract,
- Undertaking regular condition surveys and testing; **NSV**, FWD, Road Reflectometer etc., at periodicity as defined in Annexure-E and uploading the Test Reports on **RAMS/WMS** portal (or any other portal specified by the Employer) including regular monitoring and reporting of the condition of all Roads under the Contract. ~~NSV survey has to be mandatorily be done by the contractor at every 6 months periodicity.~~
- Undertaking inspections at the frequencies required (as a minimum) and identifying defects and carrying out maintenance works, Establishing programs for Routine Maintenance based on meeting required intervention standards,
- Scheduling maintenance work to meet the required maintenance standards.
- Providing effective traffic management for all works undertaken to ensure public safety and the safety of the Contractor's workforce,
- Maintaining records of all work undertaken,
- Provide a Quality Plan for the Engineer's approval within 8 weeks of the Start Date and implement all quality management requirements.
- Specifications of service level to be maintained for intervention, the method of measurement and the maximum response time for each activity is explained in detail in Clause 3 of Operation Performance Measures (OPM's).

2.1.2 Provisions for Pre/Post/On-going Monsoon as part of Routine Maintenance:- (State Circulars to be modified)

As part of Routine Maintenance the Contractor has to ensure that requisite inspections and preventive actions as per the following:

~~(i) Ministry's Circular no. No. PL 67(29)/76 NH VI dated 28.06.1979, NHHP/13/79 dated 08.08.1979 dt. 07.08.1980, 04.08.1981 and RW/N.17/KNT/32/w dt. 25.04.1982.~~

~~(ii) Ministry's Circular no. No. RW 33044/10/2000 S&R (R) dated 12.06.2002 NH 18014/7/2000 PI dated 05.07.2002, RW/NH 33044/10/2002/S&R(R) dated 22.01.2003 and RW/NH 33044/10/2000 S&R (R) dated 13.01.2003~~

~~(iii) RW/NH 33044/10/2002 S&R (R) dated 31.01.2003 and RW/NH 34059/2/2001 S&R (B) dated 31.01.2003.~~

~~(iv) Ministry's Circular no. No. RW/NH 12037/39/2019 Misc/Z III dated 23.07.2019.~~

(v) IRC Codes (SP-113-2018 on Flood Disaster Mitigation, 34-2011 on road construction in areas affected by water logging, flooding etc., IRC:SP:35:1990 Guidelines for Inspection and Maintenance of Bridges.)

Any failure by the contractor to comply with the above, after intimation in this regard by the Engineer, shall lead to deduction of 50% of the total RM payment payable that month apart from other deductions as per non-compliance of service levels given in Annexure-E.

Copy of all the circulars are attached with the Contract document.

2.2 Initial Rectification works

Initial Rectification Works are those activities that are beyond Routine Maintenance Activities, but not defined for Periodic Maintenance Works that are needed at the initial stage of the Contract to bring the road in the service level as defined in the contract.

The Contractor shall engage such additional resources necessary to complete the specified Initial Rectification Works. The Contractor shall not utilize resources specified in this Contract as being committed to Routine Maintenance activities

The Contractor is to make an estimate of the Initial Rectification Works which in his view are necessary interventions to bring the roads at par with the service level to be met within the 6 month Milestone, and include the cost for those works in the item for Initial Rectification Works in his bid. It also includes other works needed to bring roads up to the required service levels, which are beyond the scope of Routine Maintenance at the commencement of the project, but which are not included in the items of Initial Rectification and Periodic Maintenance Works, shall be included by the bidders in the lump sum price for IR Services. Contractors are solely responsible for estimating the type and quantity of Initial Rectification Works needed to meet the requirements of the contract.

In the initial stage, for the contractor to meet the service level compliance it will be necessary for the Contractor to undertake Initial Rectification Works for the repair of surface defects (ravelling, stripping, de-laminations, rejuvenation of oxidized surface, fine hair cracking repair, etc.) in bitumen roads:

- All Pavement repairs using BC, DBM to correct large areas of Roughness, Rutting, Depressions
- Application of Tack Coat for Pavement repairs.
- Repair minor dig Outs and Failed pavement sections,
- Apply 7mm Light Surface Sealing for slurry seal to correct cracks > 5mm,
- Applying 5mm Slurry Seal for cracks <5mm
- Supply & spreading of granular material for Unsealed shoulder repairs to correct edge drop off to carry roadside repairs,
- Clearing and Grubbing
- Remove Land Slips/Debris/Unsuitable soil.
- Edge repairs to correct edge breaks,
- Providing and constructing Coping, Plastering, Pointing, Apron, Masonry, Grouted Revetment and White washing for CD and structural works

- Application of road marking paints, fixing of road studs, sign boards, Kilometre stone, hectometre stone and boundary / guard/ Guide stone.

For Rigid Pavements this will include, e.g. repair of cracks, spalls, joint sealed effects corner racks, levelling, potholes, polished surface, faulting in cracks and joints, heal and bump, blow up or buckling, drop off, pumping and ponding, etc.

The Initial Rectification Works indicated above may not be interpreted to be comprehensive and sufficient in order to assure compliance with any of the Service Levels required by the contract.

The following estimated quantities for Initial Rectification Works is the Employers estimate to be able to achieve the desired Service Level for the entire road and has been provided as a Guide to assist the Contractor in determining his Lump Sum for Initial Rectification Works. Work locations have not been defined and the works to absorb the quantities below will need to be assessed by the Contractor himself, be programmed and completed within 6 months of start date.

Sl. No.	Description	Quantity	Unit
1	Providing Tack coat with Bituminous Emulsion – MoRTH Specification No.503	Refer BOQ	Sqm
2	Dense Bituminous Macadam to carry pavement repairs – MoRTH Specification No.505	Refer BOQ	cum
3	Bituminous Concrete to carry pavement repairs – MoRTH Specification No.507	Refer BOQ	cum
4	Repair of Minor Digouts and failed Sections – MoRTH Specification 406, 503, 505,507 &305	Refer BOQ	Sqm
5	Light surface sealing size 7mm bitumen emulsion seal applied to surface treatment – MoRTH Specification No.513	Refer BOQ	Sqm
6	Slurry seal to seal cracks, fill voids and minor depressions for thickness <5mm – MoRTH Specification No.512	Refer BOQ	Sqm
7	Gravel material for roadside repairs – MoRTH Specification No.408	Refer BOQ	cum
8	Clearing Light Jungle	Refer BOQ	Sqm
9	Removal of land slip material/debries/unsuitable soil and disposal at approved spoil sites up to 500 m	Refer BOQ	cum
10	Edge Repair - MoRTH specification 503,501,505 and408	Refer BOQ	RM

Sl. No.	Description	Quantity	Unit
11	Coping for Random Rubble/ Coarse Rubble Stone/ Retaing Walls 30mm thick with Cement Mortar(1:3) –MoRTH specification 1300 and 1400	Refer BOQ	Sqm
12	Pointing with Cement Mortar (1:4) – MoRTH specification 1300 and 2200	Refer BOQ	Sqm
13	Providing Random Rubble Masonry – MoRTH Specification No.1400 & 2200	Refer BOQ	cum
14	Providing Grouted Revetment with rough stone (HBG) – MoRTH Specification No.2504	Refer BOQ	cum
15	White Washing two coats to Cross Drainage/Trees/Walls/Structures	Refer BOQ	Sqm
16	Thermoplastic road marking – MoRTH Specification No.803	Refer BOQ	Sqm
17	Fixing Road Studs – MoRTH Specification 804	Refer BOQ	No
18	Sign boards – MoRTH Specification No.801		
	a) Circular (60 cm dia)	Refer BOQ	No
	b) Triangle (60 cm x 60 cm x 60 cm)	Refer BOQ	No
	c) Rectangular (60 cm x 45 cm)	Refer BOQ	No
19	Fixing new Kilometre (KM) stone – MoRTH Specification No.805	Refer BOQ	No
20	Fixing new Hectometre (HM) stone – MoRTH Specification No.805	Refer BOQ	No
21	Fixing new Guard /Guide/Boundary pillar – MoRTH Specification No.807	Refer BOQ	No
22	Others	Refer BOQ	
*Add more rows as per additional items to be included.			

For Rigid Pavement the following BOQ items may be considered additionally:

S No.	Description	Quantity	Unit
1.	Repair of Joint Grooves with Epoxy Mortar or Epoxy Concrete – MoRTH Specification No. 3005.1	Refer BOQ	Rm
2.	Repair Involving Removal of Old Joint Sealant and Sealing with Fresh Sealant in Cement Concrete Pavements– MoRTH Specification No. 3005.2	Refer BOQ	Rm
3.	Repair of localized failed areas of PQC by marking the area, removing the failed area using jack hammer, saw cutting to full depth of PQC, replacing membrane, clearing the area from dust and debris. Placing M-40 grade PQC in a depth equivalent to the existing depth of PQC and installing existing expansion joint/other joint (if there was one).	Refer BOQ	Sqm
4.	Repair of transverse joints of cement concrete pavement involving removal of old joint sealant and sealing with fresh sealant (Poly sulphide) including repair of spalled/broken edges of joints with Epoxy mortar complete as per Clause no. 3005 of Technical Specifications.	Refer BOQ	Rm
5.	Full depth repair of PQC slab by removing the entire slab and DLC and underneath layers if required. Placing separation membrane, dowel bars 32 mm dia X 500 mm long and tie bars 16 mm dia X 750 mm long, placing DLC if removed and PQC M-40 grade complete as per the provision of IRC:15 and as per directions of Engineer-in-Charge	Refer BOQ	
6.	Sealing of crack/porous concrete with Epoxy grout by injection through nipples complete as per Clause 2803 of Technical Specifications and as per approval of the Engineer.	Refer BOQ	Sqm
7.	Applying Epoxy mortar over leached honey combed and spalled concrete surface and exposed steel reinforcement complete as per Technical Specifications Clause 2804 and as per approval of the Engineer.	Refer BOQ	
8.	Full depth repair as per specifications and standards defined in IRC SP:83-2018	Refer BOQ	Sqm
9.	Diamond Grooving as per specifications and standards defined in IRC SP:83-2018	Refer BOQ	Sqm
10.	Diamond Grinding (Cutting) as per specifications and standards defined in IRC SP:83-2018	Refer BOQ	Sqm
11.	Dowel Bar Retrofit as per specifications and standards defined in IRC SP:83-2018	Refer BOQ	No.s
12.	Cross- Stitching as per specifications and standards defined in IRC SP:83-2018	Refer BOQ	Rm

S No.	Description	Quantity	Unit
13.	Stapling as per specifications and standards defined in IRC SP:83-2018	Refer BOQ	Rm
*Add more rows as per additional items to be included.			

Note: These above-mentioned quantities are indicative as determined by the Employer and should not be interpreted as the contractual requirement for these activities. The contractor will need to assess the current road conditions and determine what works are needed to meet the intervention criteria service levels, however for avoidance of any doubt, contractor has to execute the above minimum work under IR.

All works and materials are to be in accordance with the relevant sections as defined in Section 7, Part II of this Technical specification

There is no individual Performance Criteria and Service level requirement for Initial Rectification Works. The Initial Rectification Works is for the purpose of assisting the Contractor to bring the road below the intervention standard within 6 (six) months of the start date. Failure to bring the road below intervention standard by the stated time period will result in Payment Reductions in the Routine Maintenance Lump Sum after the Initial Rectification Works completion date. On completion of the Initial Rectification Works the Contractor is to maintain the road under Routine Maintenance.

Payment for the Initial Rectification works shall be made as details in Bill of Quantities Chapter section 9.

2.2.1 Contractor shall carry out the monthly geotagged videography of the entire stretch in the first week of month and prepare a comparative video with the previous month.

2.3. Periodic Maintenance (PM) Works

Periodic Maintenance works are the pavement resurfacing activities that are beyond Routine Maintenance Activities. Entire Project Section, if specifically mentioned by Employer to be covered under Periodic Maintenance under this contract, shall be provided with a renewal coat within the timeline specified by the Engineer/Employer but in any case, before completion of 02 Years from the start date of the work unless otherwise decided by the Employer. However, in case the roughness of the road is within the specified service level, the PM works can be deferred to be completed before expiry of fourth year from start date. Such deferment shall be approved by Engineer only after analysing the latest NSV survey report. The Defect Liability Period (DLP) for such works will be for the remaining Contract Duration or 36 months from the date of completion of such work items whichever is later. In case of failure of Contractor to execute Periodic Maintenance work items within two/four years (as the case may be) from the start date of Contract, Liquidated damages shall be paid by the Contractor. If Contractor fails to complete the PM works even beyond 100 days after 2/4 years of start of work, then Employer will initiate action for termination of contract by giving suitable cure period notice and work shall be executed at the risk and cost of the contractor through third party.

The periodic maintenance activities have to be carried out in order to restore the project condition to meet all the relevant standards. The Contractor is to make an estimate of the Periodic Maintenance Work quantities including camber/profile corrections, which

in his view are necessary to bring the roads to the required service level (Roughness Index) and include the cost for those works in the item for Periodic Maintenance Works. The Contractor would need to plan the periodic maintenance to ensure that at the time of handover the remaining life of the road sections are meeting the requirements mentioned in this contract. Prior to commencement of an overlay, the Contractor is to notify the Engineer of the impending commencement of the Works for inspection in accordance with the General Conditions.

If it is felt that IR works is not sufficient to bring the road to the service level condition with due satisfaction of the Engineer and employer, then PM works may be carried out within the 6 months period also with prior approval of the Engineer. Such decisions must be supported with NSV data or FWD data.

As a guide to assist the Contractor in his bid, the following is the Employer's estimate of the Periodic Maintenance works:

Sr. NO.	Description	Quantity	Unit
1	Providing Tack coat with Bituminous Emulsion - MoRTH Specification No.503	Refer BOQ	Sqm
2	Bituminous Concrete to provide pavement renewal coat with a minimum thickness of 30 mm including camber/profile correction - MoRTH Specification No.507	Refer BOQ	Cum
3	Thermoplastic road marking - MoRTH Specification No. 803	Refer BOQ	Sqm
4	Fixing road signs /studs - MoRTH Specification 804	Refer BOQ	Nos.
5	Earth / Gravel material on shoulders- MoRTH Specification No. 408	Refer BOQ	Cum
6	Wearing coat of deck slab if required	Refer BOQ	Cum
7	Painting of Kerbs, parapet walls / Crash barriers etc.	Refer BOQ	Sqm
8	Repairing / fixing new expansion joints , bearing etc., if required	Refer BOQ	No.s
	*Add more rows as per additional items to be included.		

For Rigid Pavement the following tentative BOQ may be used:

Sr. NO.	Description	Quantity	Unit
1	Fully bonded overlay as per clause 11.6.4 & clause 11.6.5 of IRC SP:83, 2018	Refer BOQ	Cum

Sr. NO.	Description	Quantity	Unit
2	Partially bonded overlay as per clause 11.6.2 & clause 11.6.5 of IRC SP:83, 2018	Refer BOQ	Cum
3	Thermoplastic road marking - MoRTH Specification No. 803	Refer BOQ	Sqm
4	Fixing road signs / studs - MoRTH Specification 804	Refer BOQ	Nos.
5	Earth / Gravel material - MoRTH Specification No.408	Refer BOQ	Cum
6	Wearing coat of deck slab if required	Refer BOQ	Sqm
7	Painting of Kerbs, parapet walls / Crash barriers etc.	Refer BOQ	Sqm
8	Repairing / fixing new expansion joints , bearing etc., if required	Refer BOQ	No.s
	*Add more rows as per additional items to be included.		

Note 1: These above-mentioned quantities are indicative as determined by the Employer and should not be interpreted as the contractual requirement for these activities. The contractor will need to assess the current road conditions and determine what works are needed to meet the intervention criteria service levels, however for avoidance of any doubt, contractor has to execute the above minimum work under PM.

Note 2: In case of rigid pavement, an overlay may be considered either partially bonded overlay or fully bonded overlay subject to fulfilment of overlays requirement as per para 11.6 of IRC: SP:83-2018.

The performance Criteria for Periodic Maintenance shall meet all the requirements of a newly laid pavement in respect of user comfort and quality of pavement and shoulders as per relevant MoRTH specifications.

The Roughness is to be measured at the beginning of the Contract as part of the Initial Road Condition Report to confirm the sections that do not meet this Service Level criteria.

On completion of each milestone, the roughness shall be taken as part of the Milestone Report.

If the measurement reveals that the road roughness is above the Service Level, the Engineer will establish a time frame for the Contractor to complete periodic maintenance works. That time frame should normally ensure that the corresponding works are completed within four months. The Engineer may however grant a longer period if, in the opinion of the Engineer, the circumstances warrant such longer

period. Upon completion of the non-conforming section the relevant section roughness shall be measured again to confirm compliance. Liquidated Damages shall apply after the granted date until the non-conformance has been corrected.

Payment for the Periodic Maintenance works shall be made as per the details given in the Bill of quantities Chapter section 9.

2.3.1 Authority's right to take remedial measures for non-execution of scheduled works: In the event the Contractor does not maintain and/or repair the Project Highway or any part thereof in conformity with the Major Maintenance Requirements as per the Maintenance Programme, and fails to commence remedial works within 15 (fifteen) days of cure period notice in this behalf from the Authority or the Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 2.3.1 shall be without prejudice to its rights and remedies provided under Clause 2.3.

2.3.2 In the event of non-payment by Contractor of such delinquent amount forthwith and in any case within seven days of issue of written notice by Authority, the Authority shall have the right and the Contractor hereby expressly grants to the Authority the right to recover the costs and Damages as specified in Contract Data sheet directly from the Performance Bank Guarantee, and for that purpose, the Contractor hereby agrees to give irrevocable instructions to the Banker of the issuance of PBG to make payment from the Performance Bank Guarantee in accordance with the instructions of the Authority under this Clause 2.3.2.

2.4. Emergency Works

The total contract amount will include provisional quantities of Emergency Works during the contract period, in accordance with the bidding data provided that such Emergency Works are not covered/ included in the Insurance Cover. The actual payments for Emergency Work will be based on the tendered rates. In case additional work items/ material/ Labor/ Equipment/ are required, during currency of Contract over and above the stipulated quantities shall be required, same will be payable under variation at applicable SOR adjusted for plus/ minus quoted and accepted percentage by the Bidder or as decided by the Engineer based on market rates in case such rates cannot be derived from the tendered rates or applicable SOR.

3. Maintenance Standards for performance-based items

The Contractor's performance requirements for Maintenance Services are defined and measured according to (i) Operational Performance Measures (OPM's) and (ii) Management Performance Measures (MPM's), as set out below.

3.1 Operational Performance Measures (OPM's)

OPM's are a set of performance criteria listed below which relate to the physical condition of roads and allow to evaluate the Contractor's compliance with Service Level

requirements. OPM's are to be monitored continuously and measured monthly by the Contractor as well as Engineer, as defined in the Operational Procedures. Results will be expressed and reported as either being "in compliance", or otherwise as "not in compliance" until the non-compliance has been remedied by the Contractor.

The OPM's that are applied under the contract are the following:

1.	OPM-1	Main carriageway along with Service & Slip Road including Pavement crust, Embankment, Shoulder, Kerb, Median & Plantation, Drainage, Footpath, Separator
2.	OPM-2	Road Furniture including Barriers, Guard Rails, Road Signboards & Overhead Sign Structures, Traffic blinkers, Attenuators, Anti-Glare, Delineators, Noise Barriers, Object Markers, Road Studs & Rumble Strips, and Pavement Marking.
3.	OPM-3	Structures including wearing coat and expansion joint, deck slab, beam/ girders of super structure, bearings, substructures, foundation, protection works, retaining walls, culverts.
4.	OPM-4	Project facilities including bus bays, truck lay byes, toilet blocks, highway lighting.
5.	OPM-5	Miscellaneous Assets including O&M Centre, Material testing laboratory.
6.	OPM-6	Emergency Response System including Ambulance, Route Patrol Vehicle & Crane Services
7.	OPM-7	Work Zone Safety
8.	OPM-8	Encroachments
9.	OPM-9	Overall Cleanliness including use of mechanical equipment's, project cleanliness and innovative technologies
10.	OPM-10	Advance Traffic Management Systems (ATMS)

3.1.1 OPM-1: Main carriageway Roadway along with Service/ Slip Road The Contractor must ensure that the Main carriageway Roadway along with Service/ Slip Road is in good condition. The items included in OPM-1 include the following:

Sl. No.	Item for Flexible Pavement	Service Quality/ Measurement/ Detection/ Intervention on Criteria/Time Limit for Rectification
(a)	Potholes/ Patches	As per Annexure- E
(b)	Cracking in pavement	
(c)	Rutting	
(d)	Bleeding/ Ravelling/ Stripping	
(e)	Corrugations and Shoving	
(f)	Edge Deformation/ Breaking	
(g)	Embankment	
(h)	Shoulder	
(i)	Median	
(j)	Kerb	
(k)	Drainage	
(l)	Foot path	
(m)	Separator	

Sl. No.	Item for Rigid Pavement	Service Quality/ Measurement/ Detection/ Intervention on Criteria/Time Limit for Rectification
(a)	Cracks	As per Annexure- E
(b)	Spalls	
(c)	Corner Breaks	
(d)	Pot out and Potholes	
(e)	Faulting in cracks or joints	
(f)	Joint Seal defects	
(g)	Ravelling/Honey combed surface type and scaling	
(h)	Polished Surface/Glazing	
(i)	Heave & Bump	
(j)	Depression	
(k)	Drop Off	
(l)	Blow up or buckling	
(m)	Ponding	
(n)	Pumping	
(o)	Embankment	
(p)	Shoulder	
(q)	Median	
(r)	Kerb	
(s)	Drainage	
(t)	Foot path	

3.1.2 OPM-2: Road Furniture

Service quality, measurement, response time and intervention criteria for the items in road furniture are summarised below:

Sl. No.	Item	Service Quality/ Measurement/ Detection/ Intervention on Criteria/Time Limit for Rectification
(a)	Sign boards including information, warning and mandatory boards median, bridge parapet walls/railings, crash barriers, delineators, guard rails/posts and other road furniture	
(b)	Pavement Marking including Centre-line, edge-line, markings and other markings/paintings including those on median, bridge parapet walls, crash barriers, guard rails/ posts, kerbs, and other stretches	

(c)	Road Studs/ cats eyes, traffic cones, flexible lane dividers and other such road furniture on the road including that on median, bridge parapet walls etc.	As per Annexure-E
(d)	Object Markers Km stones, Hectometer stones and boundary stones, guard stones, median kerbs etc. including painting & printing	
(g)	Crash Barriers/Parapets on Hill Roads	
(h)	Guard Rails	
(i)	Antiglare Sheet	
(j)	Traffic Blinkers	
(k)	Noise Barriers	
(l)	Object Markers	
(m)	Attenuators	
(n)	Guard Post & Delineator	

3.1.3 OPM-3: Structures

Service quality, measurement, response time and intervention criteria for the items in structures are summarised below:

Sl. No.	Item	Service Quality/Measurement/Detection/Intervention on Criteria/Time Limit for Rectification
(a)	Pipe/box/slab culverts	As per Annexure-E
(b)	Wearing Coat and Expansion Joint	
(c)	Deck slab	
(d)	Beams/Girder of Super Structure	
(e)	Substructure – Piers	As per Annexure – E
(f)	Substructure – Abutments	
(g)	Bearings	
(h)	Foundations – Raft Foundation	
(i)	Foundation – Pile Foundation	
(j)	Well foundation	As per Annexure-E
(k)	Protection Works	
(i)	Retaining wall/Reinforced Earth Structures	
(m)	Any growth of vegetation anywhere in the structure	

3.1.4 OPM-4: Project Facilities:- NA

Service quality, measurement, response time and intervention criteria for the items in project facilities are summarised below:

Sl. No.	Item	Service Quality/Measurement/Detection/Intervention on Criteria /Time Limit for Rectification
(a)	Bus bays	As per Annexure - E
(b)	Truck Lay Bys	
(c)	Toilet Block/Rest Area	
(d)	Highway Lighting	

3.1.5 OPM-5: Miscellaneous Assets

Service quality, measurement, response time and intervention criteria for the items in miscellaneous assets are summarised below:

Sl. No.	Item	Service Quality/Measurement/Detection/Intervention on Criteria /Time Limit for Rectification
(a)	O&M Centre	Annexure - E

~~3.1.6 OPM-6: Emergency Response System: NA~~

~~Service quality, measurement, response time and intervention criteria for the items in Emergency Response System are summarised below:~~

Sl. No.	Item	Service Quality/ Measurement/ Detection/ Intervention on Criteria/Time Limit for Rectification
(a)	Ambulance Services	As per Annexure - E
(b)	Route Patrol	
(c)	Crane Services	

3.1.7 OPM-7: Work Zone Safety

Service quality, measurement, response time and intervention criteria for the items in work zone safety are summarised below:

Sl. No.	Item	Service Quality/Measurement/Detection/Intervention on Criteria /Time Limit for Rectification
(a)	Work Zone Safety	As per Annexure -E

3.1.8 OPM-8: Encroachment

Service quality, measurement, response time and intervention criteria for the items in encroachment are summarised below:

Sl. No.	Item	Service Quality/Measurement/Detection/Intervention on Criteria /Time Limit for Rectification
(a)	Encroachment	As per Annexure -E

3.1.9 OPM-9: Overall Cleanliness including use of mechanical equipment's, project cleanliness and innovative technologies

Service quality, measurement, response time and intervention criteria for the items in Overall Cleanliness are summarised below:

Sl. No.	Item	Service Quality/ Measurement/ Detection/ Intervention on Criteria/Time Limit for Rectification
(a)	Project Cleanliness	As per Annexure-E

3.1.10 Advance Traffic Management Systems (ATMS):- NA

Service quality, measurement, response time and intervention criteria for the items in ATMS are summarised below:

Sl. No.	Item	Service Quality/Measurement/Detection/Intervention on Criteria /Time Limit for Rectification
(a)	Advance Traffic Management Systems (ATMS)	As per Annexure -E

OPM-1
Defects in Flexible Pavement

AssetType	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification / Repair	Maintenance Specifications
Flexible Pavement – Routine Inspection (Pavement of MCW, Service Road, Approach of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Potholes	Nil	Daily	Length Measurement Unit like Scale, Tape, visual etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003	24-48 hours	MORT &H Specification 3004.2
	Cracking	No crack subject to limit of 0.5 sqm for any 50m length	Daily	For isolated cracks more than 3 mm the cracked area will be measured as length of crack multiplied by 1 m width For multiple cracks less than 3mm the area of the rectangle enclosing the cracked portion plus 0.3 m on all sides shall be the area of cracking		3 days for cracks more than 3 mm wide 14 days for cracks less than 3 mm wide	MORT &H Specification 3004.3
	Rutting	<5mm (for any 12.5 m length of every km section)	Daily	Straight Edge		15 -30 days	MORT &H Specification 3004.2
	Corrugations and Shoving	0.1% of area	Daily	Length Measurement Unit like Scale,		2-7 days	IRC:82- 2015
	Bleeding	<1% of area	Daily	Tape, visual etc.		3-7 days	MORT &H Specification 3004.4
	Ravelling/ Stripping	<1% of area	Daily	Length Measurement Unit like Scale, Tape, visual etc.		7-15 days	IRC:82- 2015 read with IRC SP- 81

AssetType	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification / Repair	Maintenance Specifications	
	Edge Deformation/ Breaking	Nil	Daily			7- 15 days	IRC:82- 2015	
Flexible Pavement – Programme dInspection				Network Survey vehicle (NSV) with all its module such as Laser Profilometers, Transverse profile logger, Laser crack measurement system, Video logging modules, high resolution Odometer etc.	ASTM E950 (98):2004 – Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference and ASTM E1656 – 94:2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment			
	Rutting	<5mm (for any 12.5 m length of every km section)	Bi- Annually			15-30 days	IRC:82- 2015	
	Pavement rating based on distresses per IRC 82 / Pavement Condition Index as per ASTM 6433-07	>2.1/70		Annually			180 days	IRC:82- 2015/ ASTM D 6433-07
	Other Pavement Distresses	Nil	Bi- Annually			2-7 days	IRC:82- 2015	
	Skid	50SN	Bi- Annually	SCRIM (Sideway force Coefficient Routine Investigation Machine or equivalent) British Pendulum Tester	IRC:82- 2015	180 days	BS:794 1-1:2006, IRC:82- 2015/ ASTM 274	
	Deflection/ Remaining Life	More than the remaining contract duration	Annually	Falling Weight Deflectometer	IRC 115: 2014	180 days	IRC:11 5-2014	

Defects in Rigid Pavement performance Parameter / Defect	Level of service/ Acceptance Criteria for each km (LHS/RHS)	Frequency of Inspection	Measurement/ Detection	Time limit for rectification	RectificationStandard*
Cracks in concrete Pavement	Cracked area shall not exceed one percent of the area in any subsection 200 m length.	Daily	For isolated cracks more than 3 mm wide, the cracked area will be measured as length of crack multiplied by 1 m width. For multiple cracks the area of the rectangle enclosing the cracked portion plus 0.3 m on all sides shall be the area of cracking.	Cracks between 0.2mm to 0.5 mm one month Cracks between 0.5 mm to 3.0 mm – 14 days Cracks more than 3.0 mm- 7 days	All cracks above 0.2 mm width shall be sealed as per rectification measures given in IRC Sp:83-2018 Table 4.5
Spalls in concrete Pavement	Spalling should not exceed 100 mm width and 10 mm depth, in 15% of aggregate length along: (a) Transverse joint in a panel (b) along longitudinal joint in a panel	weekly	Measure with ruler and measuring tape	Spalls of width less than 20 mm shall be repaired within 56 days Spalls of width above 20 mm shall be repaired within 28 days	All Spalls above 10mm width to be repaired as per rectification measures given in IRC SP:83-2018 Table 4.5
Joint Seal defects	Less than 25% of joint length in a panel and no allowance for water ingress and trapping of incompressible	weekly	Measure with measuring tape	Within 28 days	All joints shall be maintained in serviceable conditions. To be repaired as per rectification measures given in IRC Sp:83-2018 Table 4.5
Corner Breaks	Maximum 0.2 mm and one corner break	Weekly	By visual inspection and ruler	Within 28 days	No corner break to be allowed. To be repaired as per rectification measures given in IRC Sp:83-2018 Table 4.5

Defects in Rigid Pavement performance Parameter / Defect	Level of service/ Acceptance Criteria for each km (LHS/RHS)	Frequency of Inspection	Measurement/ Detection	Time limit for rectification	Rectification Standard*
Ravelling/ Honey Combing type surface and scaling	Not more than 2% of total surface area of slab and depth of damage not more than 5 mm should be affected	Weekly	By Visual Inspection	Within 56 days	Minimum Ravelling/ Honey Combing type surface and scaling to be allowed. To be repaired as per rectification measures given in IRC Sp:83-2018 Table 4.5
Polished Surface/Grazing	Average texture depth not less than 0.3 mm for texturing and not less than 1.5 mm for tining shall be allowed	Monthly	Sand Patch method in case of brush texturing and 154 Vernier Calliper method in case of tining	Within 6 months	Textured depth more than 1 mm for brushed texturing and 1.5 mm for tining to be maintained. To be repaired as per rectification measures given in IRC Sp:83-2018 Table 4.5
Pop-out and potholes	Pop-out diameter less than 50mm, Depth less than 25 mm and not more than 1 no. per 5 m ² of surface area of slab. No pothole is permissible	Daily	By visual counting and ruler	Pop-out- within 28 days Potholes- within 3 days	Pop-out less than 25 mm depth and more than 1 numbers per 5 m ² panel area not acceptable. No pothole is allowed. To be repaired as per rectification measures given in IRC Sp:83-2018 Table 4.5
Faulting in cracks or joints	Difference of level between two surfaces of slab across a joint or across the crack/slab shall be not more than 6 mm.	Weekly	By ruler	Within 8 weeks	To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5
Heave and Bump	Vertical displacement should not be more than 5 mm	Weekly	By ruler and straight edge	Within 12 weeks	Not to exceed 5 mm. To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5
Blow-up or buckling	Vertical displacement should not be more than 10 mm	Daily	By ruler and straight edge	Within 3 days	To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5
Depression	Negative vertical displacement should not be more than 10 mm	weekly	By ruler and straight edge	Within 4 weeks	To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5
Lane to Shoulder Drop-off	Difference of not more than 25 mm in 200 m aggregate length in 1 km	weekly	By ruler, measuring tape and straight edge	Within 12 weeks	To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5

Defects in Rigid Pavement performance Parameter / Defect	Level of service/ Acceptance Criteria for each km (LHS/RHS)	Frequency of Inspection	Measurement/ Detection	Time limit for rectification	Rectification Standard*
Pumping	No tolerance allowed	Daily	By visual inspection	Same day	To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5
Ponding	No tolerance allowed	Daily	By visual inspection	Same day	To be rectified as per rectification measures given in IRC Sp:83-2018 Table 4.5

***Generally rectification of defects with degree of severity ranging from 0 to 3 (degree of severity as defined in Table 4.5 Of IRC SP: 83-2018 Table 4.5) are to be considered under scope of routine maintenance to comply with Operational Performance Measures (OPM's)**

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km(LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection	Time limit for Rectification/ Repair	Maintenance Specifications
Embankment/ Slope	Slope of camber/ cross fall	Nil	Daily	Length Measurement Unit like Scale, Tape, odometer, etc.	IRC	7-15 days	MORT&H Specification
	Embankment Slopes	Nil	Daily		IRC	7-15 days	MORT&H Specification
	Embankment Protection	Nil	Daily	NA	IRC	7-15 days	MORT&H Specification
	Rain Cuts/ Gullies in slope	Nil	Daily Specially during Rainy Season	NA	IRC	7-15 days	MORT&H Specification
Shoulder	Edge drop at shoulders	Nil	Daily	Length Measurement Unit like Scale, Tape, odometer, etc.	IRC	7-15 days	MORT&H Specification
	Cut Section/Slope	Upon Noticing	Daily Specially during Rainy Season	NA	IRC	2-7 days	MORT&H Specification

AssetType	Performance Parameter	Level of Service (LOS) on each side for each km(LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection	Time limit for Rectification/ Repair	Maintenance Specifications
	Unevenness on Shoulder	Upon Noticing	Daily	Measured with Roller,with scale inmm. Visual Inspection shall be conducted to determine the condition.	IRC	2-7 Days	MORT&H Specification
	Vegetation Growth	Upon Noticing	Daily		IRC	2-7 Days	MORT&H Specification
	Water Stagnation	Upon Noticing	Daily Specially During Rainy Seas on		IRC	1 Days	MORT&H Specification
	Reduction in formation widthby 20 cm — Formation width must be maintained as Indicated in typical cross section drawings	Upon Noticing	Weekly	Visual Inspection and manual measurement	IRC	15-30 Days	MORT&H Specification
Kerb	Kerb Height	There should be no damaged or missing kerb stones	Bi-Annually	Use of distance measuring tape	IRC	Within 1 Month	IRC 86:2018 / IRC: SP:99-2013
	Kerb Painting	Functionality: Functioning of Kerb painting as intended	Daily	Visual Inspection with video/ with video/ image backup	IRC	Within 7- days	IRC 35:2015/ IRC: SP:99-2013
Median	Cleanliness of Median (removal of vegetation & garbage, trimming, pruning and making basin, watering)	As per Specifications	Daily	Visual Inspection with video/ image backup	IRC	2-7 Days	IRC: SP: 99-2013, IRC: SP:21-2009

AssetType	Performance Parameter	Level of Service (LOS) on each side for each km(LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection	Time limit for Rectification/ Repair	Maintenance Specifications
Availability of Safe Sight Distance		Maintenance of existing sight distance by proper trimming of median/avenue plantation and ensuring no obstruction on the carriageway	Daily	Visual Inspection along with video/ image backup	IRC	Removal of obstruction within 1 hour, in case of sight line affected by temporary objects such as trees, temporary encroachment. In case of permanent structure or design deficiency: * 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 :99-2013
	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 Inspection with video/ image backup	Removal of trees	Immediate	IRC: SP: 99-2013,IRC: SP: 21-2009
	Vegetation affecting sight line and road structures	Sight line shall be free from obstruction by vegetation to maintain adequate set-back distance/sight distance	Daily	Visual Inspection with video/ image backup.	IRC	Immediate	IRC: SP:99-2013, IRC: SP:21-2009

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Inspection	Tools/ Equipment	Standards and References for	Time limit for Rectification/ Repair	Maintenance Specifications
	Number of missing plants	As per IRC: SP:99-2013, IRC: SP:21-2009	Daily		IRC	Within 30 days	IRC: SP:99-2013, IR C:SP:21-2009
	Deterioration in health of trees and bushes	Health of plantation shall be as per requirement of specifications and instructions issued by Authority from time to time.	Daily		Timely watering and treatment. Or replacement of Trees and Bushes.	Within 90 days	IRC: SP:99-2013, IR C:SP:21-2009
Drainage	Replacement of cover slabs over drain/ drain cum footpath Physical Condition & Cleanliness (Removal of silt, garbage, sewage, etc.) Water stagnation on MCW/ SR/ Structures	There should be no missing/damaged slabs	Weekly	Visual Inspection with video/ image backup.	IRC	7-15 Days	
		Maintenance of Entire length of Surface and Subsurface drains (including but not limited to: keeping drains free of obstructions, clearing vegetation and obstructions from water courses, maintaining free flow and maintaining proper lines and levels)	Daily	Visual Inspection with video/ image backup.	IRC	2-7 Days	
		There should be No standing water anywhere on the MCW/ SR/ Structures on any length of the project.	Daily	Visual Inspection with video/ image backup.	IRC	12 hours	
Footpath	Physical Condition & Cleanliness	As per Specifications	Daily	Visual Inspection with video/ image	IRC	2-7 Days	IRC: SP: 84-2019
	Repairs to damaged footpath (tiles/paver blocks)	As per Specifications	Daily		IRC	7-15 Days	IRC: SP: 84-2019

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Inspection	Tools/ Equipment	Standards and References for	Time limit for Rectification/ Repair	Maintenance Specifications
Separator	Physical Condition Cleanliness Maintenance of Separator (CC Barrier, Iron Gril, Metal fencing) including repair & replacement along with painting	As per Specifications There should be no stagnation of water/missing crash barrier/grill/kerb with proper cleanliness and painting.	Daily	Visual Inspection with video/image backup.	IRC	2-7 Days	IRC: SP: 84-2019
			Daily		IRC	7-15 Days	IRC: 119
OPM-2							
Road Signs	Shape and Position	Shape and Position as per IRC:67- 2012. Signboard should be clearly visible for the design speed of the section.	Daily	Visual Inspection 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
	Retro reflectivity	As per specifications in IRC:67-2012	Bi-Annually	Testing of each signboard using Retro Reflectivity Measuring Device. In-accordance with ASTM D 4956-09.	Change of signboard	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
Reflective Pavement Markers (Road Studs)	Numbers and Functionality	As per specifications in IRC: SP: 99-2013 and IRC: 35-2015, unless specified in Schedule- B	Daily	Counting	New Installation	Within 2 months	IRC: SP:99-2013, IRC: 35-2015
Pedestrian Guardrail	Functionality: Functioning of	Should be properly maintained with proper	Daily	Visual Inspection	Rectification	Within 15 days	IRC: SP: 99-

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Inspection	Tools/ Equipment	Standards and References for	Time limit for Rectification/ Repair	Maintenance Specifications
	guardrail as intended	painting, repair of damaged portion and replacement of missing portion.		with video/image backup.			2013/ IRC:103 -2012
Traffic Safety Barriers (including parapet walls of hill roads)	Functionality: Functioning of Safety Barriers as intended	The existing barriers as well as barriers installed as part of Initial rectification should be adequately spaced, positioned with proper end treatment where ever required as per IRC 119. There should be no missing/damaged parapet walls in hill roads Any crack / breakage in Parapet wall shall be immediately repaired / reconstructed	Daily	Visual Inspection with video/image backup.	Rectification	Within 7 days	IRC: SP: 99-2013, IRC:11 9-2015
Attenuators	Functionality: Functioning of Attenuators as intended	As per Specifications	Daily	Visual Inspection with video /image backup.	Rectification	Within 7 days	IRC: SP: 99-2013, IRC:11 9-2015
Guard Posts and Delineators	Functionality: Functioning of Guard Post sand Delineators as intended	As per Specifications	Daily	Visual Inspection with video/image backup.	Rectification	Within 15 days	IRC:79 -2019
Overhead Sign Structure	Overhead sign structure shall be structurally adequate with requisite retroreflectivity	As per as per IRC:67	Daily	Visual Inspection with video/image backup.	Rectification	Within 15 days	IRC:67
Traffic Blinkers	Functionality: Functioning of Traffic Blinkers as intended	As per Specifications	Daily	Visual Inspection with video /image backup.	Rectification	Within 7 days	IRC:SP :99-2013

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Inspection	Tools/ Equipment	Standards and References for	Time limit for Rectification/ Repair	Maintenance Specifications		
Pavement Marking	Wear Day time Visibility	<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		
		During expected life Service Time Cement Road - 130mcd/m ² /lux Bituminous Road/100mcd/m ² /lux	Monthly	As per Annexure-D of IRC:35-2015	Re-Painting	Cat-1 Defect within 24 hours Cat-2 Defect – within 2 months	IRC:35-2015		
	Night Time Visibility	Initial and Minimum Performance for Dry Retro reflectivity during night time: (RL)Retro-Reflectivity (mcd/m ² /lux) Initial (7 Days) Minimum threshold Level (TL) and warranty period required upto 2 years	Initial and Minimum Performance for Dry Retro reflectivity during night time:	Initial and Minimum Performance for Dry Retro reflectivity during night time:	Re-Painting	Cat-1 Defect – within 24 hours Cat-2 Defect – within 2 months	IRC:35-2015		
		Design Speed							
		Up to 65						Up to 65	Upto 65
		65 - 100						65-100	65-100
above 100	above 100	above 100							
Initial and Minimum Performance for Night Visibility under wet condition (Retro reflectivity): Initial 7 day Retroreflectivity: 100mcd/m ² /lux Minimum Threshold Level:50 mcd/m ² /lux									

OPM-3

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	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 available.	2 times in a year (before and after rainy season)	Inspection by Bridge Engineer as per IRC SP:35-1990 and recording of depth of silting and area of vegetation.	Cleaning silt up soils and debris in culvert barrel after rainy season, removal of bushes and vegetation, U/s of barrel, under barrel and D/s of barrel before rainy season.	15 days before onset of monsoon and within 30 days after end of rainy season.	IRC 5-2015, IR CSP:40-2019 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 strains on walls at joints.	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC: SP: 40-2019 and IRC: SP: 69-2011
	Structurally sound Protection works in good condition	Spalling of concrete not more than 0.25 sqm. Delamination of concrete not more than 0.25 sqm. Cracks wider than 0.3 mm not more than 1m aggregate length	Bi- Annually	Detailed inspection of all components of culvert as per IRC SP:35-1990 and recording the defects	Repairs to spalling, cracking, delamination, rusting shall be followed as per IRC: SP:40-2019.	15 days	IRC SP 40-2019 and MORTH Specifications clause 2800

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		Damaged or 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 40-2019 and IRC: SP:13 - 2004.
Bridges including ROB's, Flyover and Viaducts etc. as applicable	Riding quality or user comfort	No pothole in wearing coat on bridge deck	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC or wearing coat	15 days	MORT&H Specification 2811
Bridges including ROB's, Flyover and Viaducts etc. - Super Structure	Bumps	No bump at expansion joint	Daily	Visual inspection as per IRC SP:35-1990	Repairs with BC on either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment	15 days	MORT&H Specification 3004.2 & 2811
	User safety (Condition of crash barrier and guard rail)	No damaged or missing stretch of crash barrier or pedestrian hand railing or parapet. The barriers should be adequately spaced, positioned with proper end treatment wherever required as per IRC 119.	Daily	Visual inspection and detailed condition survey as per IRC SP: 35- 1990	Repairs and replacement of crash barriers as the case may be	03 days	IRC: 5-2015, IRC SP: 99-2013 and IRC SP: 40- 2019 IRC 119
	Rusted reinforcement Spalling of concrete Delamination	Not more than 0.25 sqm. Not more than 0.50 sqm. Not more than 0.50 sqm.	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit.	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out the repairs to affected concrete portion with epoxy mortar/ concrete.	15 days	IRC SP: 40-2019 and MORTH Specification 1600 IRC SP: 40-2019 and MORTH Specification
	Cracks wider than 0.30 mm	Not more than 1m total length	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit.	Grouting with epoxy mortar, investigating causes for cracks or other defects development and carry out necessary rehabilitation.	48 Hours	IRC SP: 40-2019 and MORTH Specification 2800

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Rainwater seepage through deck slab	Leakage - nil	Quarterly	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit.	Grouting of deck slab at leakage areas, waterproofing, repairs or drainage spouts	1 month	MORTH specifications 2600 & 2700.
	Deflection due to permanent loads and live loads	Within design limits.	Once in every 10 years for spans more than 40 m	Load test method	Carry out major rehabilitation works on bridge to retain original design loads capacity	6 months	IRC SP: 51-2015
	Vibrations in bridge deck due to moving trucks	Frequency of vibrations shall not be more than 5 Hz	Once in every 5 years for spans more than 30m and every 10 years for spans between 15 to 30	Laser displacement sensors or laser vibrometers	Strengthening of super structure	4 months	AASHTO, LRFD specifications
	Leakage in Expansion joints	No damage to elastomeric sealant compound in strip seal/modular type 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.	Replacement of seal in expansion joint. Replacement of sealing compound in case of leakage in copper strip type joint.	15 days	MORTH specifications 2600 and IRC SP: 40-2019.

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Debris and dust in strip seal/modular type 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 specifications 2600, IRC SP: 40-2019 and IRC: SP: 69 -2011
	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
Bridges including ROB's, Flyover and Viaducts etc.- Bridge Substructure	Cracks/spalling of concrete/ rusted steel	No cracks, spalling of concrete and rusted steel	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit.	All the corroded reinforcement shall need to be thoroughly cleaned 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: 40-2019 and MORTH specification 2800

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Acceptable	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Elastomeric Bearings	Delamination of bearing reinforcement not more than 5%, cracking or tearing of rubber not more than 2 locations per side, no rupture of reinforcement or rubber	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit.	In case of failure of even one bearing on any pier/ abutment, all the bearings on that pier/ abutment shall be replaced, in order to get uniform load transfer on to bearings.	3 months	MORTH specification 2810, IRC: SP: 40-2019 and IRC:83(Part-II)-2018
	POT/PFF and Spherical Bearings	No locking of movable and rotational parts, No Corrosion, Cleanliness	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit.	Unlocking of affected parts, Cleaning of Rust and repainting. General Cleaning of bearings.	30 days	IRC:83(Part-III)-2018, IRC:83(Part-IV)-2014
Bridges including ROB's, Flyover and Viaducts etc.- Bridge Foundations	Scouring around Foundations	Scouring shall not be lower than maximum scour level for the bridge	Bi-Annually	Condition survey and visual inspection as per IRC SP:35-1990 using Mobile Bridge Inspection Unit. In case of doubt Underwater camera for inspection of deep wells in Major Rivers.	Suitable protection works around pier/abutment	1 month	IRC SP:40-2019,IRC: 89-2019,IRC:78-2014, MORTH specification 2500
	Protection works in good condition	Damage of / missing rough stone apron or bank revetment not more than 3 sqm., damage to solid apron (concrete apron) not more than 1sqm.	2 times in a year (before and after rainy season)	Condition survey as per IRCSP: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 40-2019, IRC: SP:13- 2004 and IRC:89- 2019

OPM-4

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Bus Bay	Cleanliness & Painting	As per Specifications	Daily	Visual Inspection	Rectification	15 Days	IRC: SP: 99-2013 & IRC: SP: 84-2019
Truck Lay Bye	Cleanliness & Repairing	As per Specifications	Daily	Visual Inspection	Rectification	15 Days	IRC: SP: 99-2013 & IRC: SP: 84-2019
Toilet Blocks at Rest Area/ Toll Plaza a/ Truck Lay Bye	Physical Condition of Building Regular Cleaning (24x7) Condition of Basic Amenities	No user compliant	Daily	Visual Inspection	-	4 hours	-
	Repair of defects (electrical, water and sanitary installations) Continuous Water Supply	No user compliant	Daily	Visual Inspection	Rectification	24 hours	-
Highway lighting	Illumination: Minimum 40 Lux illumination on the road surface	As per Specifications	Daily	The illumination level shall be measured with lux-meter.	IRC: SP: 99-2013	24 hours	IRC: SP: 99-2013
	No major or minor failure in the lighting system		Daily		IRC: SP: 99-2013	24 hours/ 8 hours	IRC: SP: 99-2013
	Repair & Replacement of damaged poles/ lights		Daily		IRC: SP: 99-2013	24 hours	IRC: SP: 99-2013

OPM-5

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
	Availability of Basic Construction Equipment	(i) Main control center and administrative block. Equipment for operation and	Monthly	Visual Inspection with video/ image backup.	IRC	Within 7 Days	IRC: SP:84-2019
	Availability of Equipment and instrument in Lab with Calibration	maintenance and storage space for them. Storage space for equipment and material for traffic	Monthly	Visual Inspection with video/ image backup.	IRC	Within 7 Days	IRC: SP: 84-2019
O&M Center	Certificate of Functionality of Mobile Maintenance Unit Availability of Bump Integrator on 24 hours notice	signs and markings. (ii) Workshop. (iii) General garage and repair shop. Testing laboratory. Parking space for minimum 4 number of large vehicles and for other expected vehicle during peak hours including those for working staff and visitors.	Weekly	Visual Inspection with video/ image backup.	IRC	2-7 Days	MMU shall be engaged full time per PMU for a minimum of 8 hours per day and minimum monthly running distance of three times of operational road length of package or all roads in a package to be covered within 10 days, will result in proportional payment deductions IRC: SP:84-2019
			Monthly	Visual Inspection with video/ image backup.	IRC	Nil	

OPM-6

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Emergency Response System *	Deployment of Ambulance Vehicle including staff	Response time within 15 minutes of reporting of incident for every incident within 20 km of station of Ambulance and on pro-rata basis for distance over 20 km.	Daily	1033 or 112 Call Records/ Computer Aided Dispatch System of Employer if available	NA	Nil	The vehicle and staff deployed should be as per specifications mentioned in IRC: SP: 84-2019
	Deployment of Route Patrol Vehicle including staff	Response time within 15 minutes of reporting of incident for every incident within 20 km of station of Ambulance and on pro-rata basis for distance over 20 km. Further, continuous patrolling of the stretch with at least coverage of the stretch 3 times in every 24 hours.	Daily	1033 or 112 Call Records/ Computer Aided Dispatch System of Employer if available	NA	Nil	The vehicle and staff deployed should be as per specifications mentioned in IRC: SP: 84-2019
	Functionality of Vehicle Tracking System (VTS)	GPS based Vehicle Tracking System to monitor its movement on 24 hrs x 7.	Daily	Visual Inspection	NA	Nil	As per AIS-140

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
	Deployment of crane of capacity not less than 25MT	Response time within 45 minutes of reporting of incident for every incident within 20 km of station of Ambulance and on pro-rata basis for distance over 20 km.	Daily	1033 or 112 Call Records/ Computer Aided Dispatch System of Employer if available	NA	Nil	The vehicle and staff deployed should be as per specifications mentioned in IRC: SP: 84-2019
	Maintenance of Incident Management Register along with Customer Satisfaction Report	Hard bound numbered register to be present all time along with Computer Aided Dispatch System of Employer if available.	Daily	Visual Inspection	NA	Nil	IRC: SP: 99-2013 & IRC: SP: 84- 2019

OPM-7

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Work Zone Safety	Documentation of safety arrangements	An expert on safety or an engineer trained on work zone safety from a qualified company should be named to implement the work zone, including installing, operating, maintaining and removing the work zone.	Daily	Measurements shall be through visual inspection and shall be supported by video back-up.	IRC	24 Hours	IRC: SP:55-2014
	Review of safety arrangement		Daily		IRC	24 Hours	IRC: SP:55-2014
	Validation of documentation		Daily		IRC	24 Hours	IRC: SP:55-2014

OPM-8

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Encroachment	Documentation of action against encroachment	Relevant Documents to be Submitted to Field Office.	Daily	Measurements shall be through visual inspection and shall be supported by video back-up.	-	24-48 Hours	-
	Validation of documented temporary/permanent encroachment				-		-

OPM-9

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Project Cleanliness	Cleanliness of entire ROW	No garbage, rubbish, dirt, rubble, dead plants, dead animals etc. should be present within the ROW.	Daily	Visual Inspection	Removal of garbage, rubbish, dirt, rubble, dead plants, dead animals etc.	12 hours	Use of Mechanical Equipment/ Manual Labour for removal of garbage, rubbish, dirt, dead plants etc.

OPM-10

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
Advanced Traffic Management System	Video Surveillance System	Failure of more than two Video Cameras or failure of their related transmission/control	Daily	Measurements shall be through visual inspection	Repair must conform to	2-3 Days	Clause 815; MoRT&H Specification.

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
(ATMS)		system which would render the cameras inoperative.			clause 81 5;MoRT&H Specification.		
	Mobile Radio Communication System	Should be in functional condition.	Daily	Measurement shall be through visual inspection		24-48 Hours	
	Video Incident Detection System (VIDS)	Failure of more than one Video Camera or failure of their related transmission/control system which would render the cameras inoperative	Weekly	measurements shall be through visual inspection		2-7 Days	
	Vehicle Actuated Speed	Should be functional at all times	Daily	measurement shall be through		2-3 Days	
	Display System			visual inspection			
	Emergency Roadside Telephone System	Failure of any three consecutive Call boxes or failure of their related transmission system which would render the call boxes inoperative.	Weekly	measurement shall be through visual inspection		2-7 Days	
	Variable Message Sign (VMS) system	No display/Improper Display of VMS or failure of their related transmission/control system which would render the VMS inoperative	Weekly	measurement shall be through visual inspection		2-7 Days	
	Meteorological Data System (MET)	Failure of more than one Met or failure of their related transmission system which would render	Weekly	Measurements shall be through visual inspection		2-7 Days	

Asset Type	Performance Parameter	Level of Service (LOS) on each side for each km (LHS/RHS) Accept able	Frequency of Inspection	Tools/ Equipment	Remedial Measure Standard	Time limit for Rectification	Maintenance Specifications
		the Met inoperative.					
	Automatic Traffic Counter-cum-Classifier	Failure of more than one ATCC or failure of their related transmission system which would render the AT CC inoperative	Daily	Measurements shall be through visual inspection		2-3 Days	

Note:

1. Any structure / part of the structure component during entire Contract period which is found not complying with all /or either of the requirements of this table will be rehabilitated to achieve the desired level of services.
2. MoRT&H Specification for Roads and Bridge works (Vth Revision) shall be applicable.
3. IRC Codes indicated above shall be applicable as per year of publication in consonance with the start of project implementation.
4. All project assets not mentioned above shall be repaired & maintained as per good industry practice in consultation with Engineer/ Employer.
5. All the parameters listed in Annexure-E shall be assumed to be part of the Payment Reduction Table as per clause 5.2 of Part-II of section-7 i.e. SPECIFICATIONS FOR ROAD MAINTENANCE WORKS AND OPERATIONAL PROCEDURES under the corresponding heads of the highway element and shall be liable for deduction in payment on account of non-compliance with the above stipulated service levels.
6. In case the performance level or rectification time limit or testing method or frequency of measurement etc. is missing for any of the items from Annexure-E, the corresponding IRC code shall be referred for the same.
- ~~7. Include ATMS service levels only if available on the project stretch.~~
- ~~8. Include Ambulance/Patrol Vehicle/Cranes service levels only if not otherwise deployed on the stretch by the employer through any other agency and is part of the PBMC contract.~~
9. Add other project facilities in Annexure-E scheme if available on the project stretch and part of the scope of instant PBMC contract

3.2. Gradual compliance with Service Levels

In order to respect the Contractor's initial mobilization period and taking into account the time needed by the Contractor to establish full compliance with all the OPM's over the entire road network included in the Contact, a schedule of gradual compliance with OPM's is established, as per the Table shown below.

During the period of phasing-in the full compliance with all OPM's as per the table below, the Contractor shall inform at the end of each month, as part of his Monthly Compliance Tables for Maintenance Services, the list of roads or road sections for

which OPM's 1 to 10 are to be applied. The length of those roads or road sections must correspond to at least the percentage of the network indicated in the Table below for that month. During such gradual compliance of OPMs, the payment for Routine Maintenance shall be made corresponding to percentage compliance achieved in the OPMs, i.e. if 70% compliance of OPMs is achieved in the first month, then only 70% payment for routine maintenance shall be payable. Normal payment and penalty procedures for Routine Maintenance work, as defined in the document, shall start from the end of 6th month from Start Date.

<p>No. months after Start Date <i>(at the end of the month)</i></p>	<p>OPM⁹ Usability of the road(s) Compliance required on OPM 1 (a), 1 (i), 1 (k) for flexible pavement, OPM 1(d), 1 (m), 1 (q), 1 (s) for rigid pavement, OPM 4, OPM 6, OPM 7, OPM 8, OPM 9, OPM 10 <i>(% of total length of roads under contract)</i></p>	<p>All remaining OPMs Compliance required on <i>(% of total length of roads under contract)</i></p>
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⁹ Even those roads (or road sections) for which Initial Rectification Works are programmed to be carried out under the contract have traffic and therefore require maintenance services. The pavements of those roads are however likely to be in a condition which does not allow the application of normal Service Levels. The OPM's listed below can typically not be complied with by the Contractor before these Works are completed.

- OPM-1 Pavement Defects shall not be applied, except those specified above and "Cleanliness of Pavement Surface and Shoulders" which shall apply even before the initial rectification Works are carried out.
- OPM-1(h) Paved Shoulders.

No. months after Start Date (at the end of the month)	OPM ⁹ Usability of the road(s) Compliance required on OPM 1 (a), 1 (i), 1 (k) for flexible pavement, OPM 1(d), 1 (m), 1 (q), 1 (s) for rigid pavement, OPM 4, OPM 6, OPM 7, OPM 8, OPM 9, OPM 10 (% of total length of roads under contract)	All remaining OPMs Compliance required on (% of total length of roads under contract)
1 and 2	100	60
3	100	70
4	100	80
5	100	90
6	100	100
Remaining contract period	100	100

3.3. Reduced Service Levels prior to Initial Rectification /Periodic Maintenance

For paved roads (or road sections) for which Initial Rectification Works are programmed to be carried out under the contract, the OPM's listed below shall not apply until such time when such Works have been completed, as follows:

3.3.1. Minimum Service Level

A "Minimum Service Level" will be applied for specific road sections defined in the contract where (i) Initial Rectification Works are scheduled under the contract and (ii) where the pavement has deteriorated to such a poor condition that it cannot be maintained normally as a pavement prior to the Rectification works being completed; and for road sections where Initial Rectification works are actively underway.

Under the "Minimum Service Level", the following provisions apply:

- The contractor shall establish and maintain road conditions ensuring that light and heavy vehicles can travel with at least a minimum speed of 40 kilometers per hour along its entire length, and without the need anywhere to slow down to less than 25 kilometers per hour due to the state of the road surface.
- The contractor must ensure that there are no potholes and depressions more than 5 cm deep on the road surface.

4. Management Performance Measures (MPM's)

- Road Marking under OPM-2(b): Thermoplastic markings shall not be required for roads or road sections which are programmed for *Periodic Maintenance*. In those cases, reflective paint can be used instead. [Note: It would not be reasonable to require the rather expensive reflective pavement markings if the pavement is to be removed as part of the required pavement resurfacing.]

MPM's are a set of performance criteria to be fulfilled by the Contractor that relate to the management of the road assets under contract. They include the quality and testing requirements to be fulfilled by the Contractor, as well as the collection and reporting of various types of data and timely information to the Engineer, which may be needed as input to the Employer's Road Asset Management System (RAMS). The applicable MPM's for this contract are summarized in the table below. The specific requirements under each MPM item are defined elsewhere in the Specifications.

Compliance with MPM's is measured either monthly or as otherwise defined in the Contract. Results are to be expressed as either being "in compliance" or "non-compliant". In case of non-compliance, such non-compliance will continue to be recorded until compliance has been established by the Contractor to the satisfaction of the Engineer.

In case of non-compliance with MPM's, the monthly lumpsum payment to the Contractor for Maintenance Services shall be reduced by the amounts stated in the table below, multiplied by the duration (in calendar days) of the non-compliance.

MPM No.	Item	Compliance criteria	Payment reduction (INR)
MPM-1	Delivery of regular monthly progress reports to the Road Controlling Authority	Must be complete and submitted by due date as per the Specifications. In case of comments, the revised document must be resubmitted within fourteen (14) days after the issuance of written comments by Engineer.	10,000
MPM-2	Asset Inventory and Reports updates	Must be complete and submitted by due date as per the Specifications. In case of Comments, the revised document must be resubmitted within fourteen (14) days after the issuance of written comments by the Engineer.	10,000
MPM-3	Quality Assurance Plan Reports(QAP)	Must be complete and submitted by due date as per the Specifications. In case of Comments, the revised document must be resubmitted within fourteen (14) days after the issuance of written comments by the Engineer.	10,000
MPM-4	Program Performance reports(POP) of	Must be complete and submitted by due date as per the Specifications. In case of Comments, the revised document must be resubmitted within <u>fourteen (14) days</u> after the issuance of written comments by the Engineer.	5,000
MPM-5	Works Completion Reports	Must be complete and submitted by due date. Revision must be completed within <u>twenty- one (21) days</u> after the issuance of written comments by the Engineer.	5,000
MPM-6	(all reports listed under Section B.10.1)	Must be complete and submitted by due date. Revision must be completed within <u>twenty- one (21) days</u> after the issuance of written comments by the Engineer.	2,500
MPM-7	Submission of Designs	Initial Submission of complete design by due date. Revisions must be completed within <u>fourteen (14) days</u> after the issuance of written comments by the Engineer, or as agreed in writing with the Engineer.	5,000

	Item	Compliance criteria	Payment reduction (INR)
MPM-8	Monthly Compliance Tables for Maintenance Services	Submission of complete Compliance Tables by due date.	10,000
MPM-9	Monthly Progress Report for Rectification and Emergency Works	Initial Submission by due date. Revision and resubmission must be completed within <u>seven (7) days</u> after the issuance of written comments by the Engineer.	10,000
MPM-10	Road Asset Damage and Emergency Incident report	Submission by due date.	2,500
MPM-11	End of Contract Handover Report	Initial Submission of complete report by due date. Revision and resubmission must be completed within fourteen (14) days after the issuance of written comments by the Engineer.	5,000
MPM-12	Compliance with requirements in the areas of Environment, Social, Health and Safety of workers, and Traffic Management Plans	Contractor has to be in compliance at all times. Payment reduction is applied for each separate non-compliance, and for each day during which non-compliance persists.	30,000

5. Data collection, reporting and documentation

The timely collection of data and presentation of reports are part of the Management Performance Measures (MPM's). Some of the reports must be prepared periodically (typically monthly) while others are one-time reports to be submitted at specific times or at special occasions during the duration of the contract. The reports are listed in the table below and described in the sub-sections further below.

Report Title	Frequency / Periodicity
Road Asset Inventory Database and Condition Reports (MPM-2):	Initial Report Periodic updates as specified
Road Asset Damage Reports (MPM-10)	These are reports due each time when damages to road assets occur which require repairs for which the Contractor may be entitled to claim separate payment.
Design Reports (MPM-7)	These are required for all works requiring a detailed engineering design.
Monthly Compliance Tables for Maintenance Services (MPM-8)	Monthly self-reporting by the Contractor on his own compliance with Service Level requirements which is the basis for the part of the Contractor Monthly Statement

Report Title	Frequency / Periodicity
	which relates to Maintenance Services.
Monthly Progress Report and Statement for Works (MPM-9)	Monthly report on progress of rectification and Emergency Works, which is the basis for monthly invoicing by the Contractor for those works.
Works Completion Reports (MPM-5)	Separate reports for each specific rectification and Emergency Works.
Contract Completion Report (MPM-11)	One-time report.
Project Final Completion Report (MPM-11)	One-time report (update of Contract Completion Report)

The requirements for each of those reports are stated in the following sections.

5.1 Road Asset Inventory and Condition reports

The Contractor shall carry out several types of surveys for assessing the condition of the Road Assets included in the contract based on visual assessment. The surveys will cover in particular

- Pavement condition
- Road Furniture condition
- Large Structures condition

The Contractor will record the results of the surveys in an **electronic database** and shall report the Asset Inventory and Condition in

a) **Initial Road Asset Inventory and Condition Report**, which is to be submitted within 90 Days after the Start Date; and

b) **Updated Road Asset Inventory and Condition Reports**, to be submitted every 12 Months after the due date of the Initial Road Asset Inventory and Condition Report. The updated reports are to be based on new survey data collected by the Contractor within 120 days prior to the due date of the updated reports.

The information collected by the Contractor during those surveys shall be used both for the Contractor's own purposes and for the continuous updating of data used by the Employer for his Road Asset Management System (RAMS).

Electronic Road Asset Inventory Database: The Contractor shall record the information collected during the various surveys (and other information, which may be furnished by the Employer or by other third parties) in an electronic Road Asset Inventory database. In order to ensure compatibility of the electronic database with the Employer's Road Asset Management System, the Contractor will propose the specific electronic format of the database for approval by the Engineer. If the Employer does not stipulate a specific format, the Contractor shall use an online database which can be accessed in real time by the Engineer.

The Contractor shall also provide hardcopies (printouts) of the information from the database to the Employer as reasonably requested. If so requested, the Contractor shall liaise with the Employer and arrange for the delivery of hardcopies.

The electronic Road Asset Inventory Database shall include asset data and condition data verified by the Contractor, covering the following:

- Pavements, including shoulders (Hard Shoulder / Emergency Lane)
- Slopes, Embankments and Cuttings

- Drainage facilities, gullies, culverts, lined channels, sumps etc.
- Signs, traffic signals and lighting installed
- Pavement markings
- Bridges and Major Structures
- All other road furniture (i.e. Safety Barriers, Lighting Points)

In the Road Asset Inventory database, the Contractor shall

- accurately record road asset data, which shall include the measurement of roughness (IRI) as well as pavement strength data obtained through FWD (for paved roads);
- update the data following completed Rectification or Emergency works affecting the asset inventory;
- take into account any changes resulting from maintenance interventions altering the inventory characteristics and condition data;

The Contractor shall transmit the updated Road Asset Inventory database to the Employer after each update or at least once annually.

The required surveys to be carried out and the data to be collected are described in the sub-sections below.

5.1.1.1. Pavement Condition Surveys

Pavement Condition Surveys must cover all the roads / road sections included in the contract, in order to obtain the following information:

- Road pavement strength, through deflection surveys, using FWD (on paved road only)
- Pavement Roughness in terms Bump Integrator (BI) or International Roughness Index (IRI) using Class-I laser profilometer or any superior technology
- General road condition description

Requirements for measuring pavement strength: Road Strength (deflection) data are required as input to the Employer's Road Asset Management System and for the Contractor to know the pavement condition and plan the needed interventions on the roads. If for any road there is no reliable data on its pavement structure, the deflection measurements shall be complemented with pavement structure data obtained by trial pits every 5 km to evaluate pavement construction and subgrade conditions. Output of the deflection measurements shall be the basis for the calculation of the residual life of the pavement in years, based on the expected total number of typical standard axles.

Measurement shall be by Falling Weight Deflectometer (FWD - Impulse Load Device). The FWD shall be equipped with air and surface temperature sensors and a GPS location device. The equipment to be used by the Contractor must be approved by the Engineer. Deflection measurements shall be taken at 200m intervals for each traffic lane throughout the paved network or as specified in IRC: 115.

Requirement for measuring road roughness: The Contractor shall measure the road roughness in terms of the International Roughness Index (IRI) or Bump Integrator (BI). The data is needed by the Employer for use under his Road Asset Management System and by the Contractor for planning any needed interventions on the road. The equipment and data required must comply to the following standards:

Class 1 Profilometer: ASTM E950(98):2004-Standard Test Method for measuring Longitudinal Profile of travelling surfaces with accelerometer established inertial profiling

reference ASTM E 1656-94:2000-standard guide for classification of automatic pavement condition survey equipment

The measure of roughness is to be made in a continuous way in the wheel tracks of each lane of the carriageway. The measuring equipment must be calibrated/validated as per the manufacturer's recommendations and further calibration using several reference road sections is also to be carried out in coordination with the Engineer. All roughness measurements shall be executed under the supervision of the Engineer, utilizing a Class 1 precision Profile (ASTM E-950). They shall be reported as Bump Integrator (BI) in mm/km.

5.1.2. Road Furniture Condition Survey

This survey will record all existing road furniture and its current condition. It will cover all types of road furniture, such as horizontal and vertical traffic signs, guardrails, safety barriers and any other road safety equipment, traffic signals, road and street lighting, electrical installations, and equipment, etc. It will highlight any defects requiring replacement or repair and will also indicate all cases and locations where road furniture should be present according to applicable norms and legislation, but is in fact absent.

5.1.3. Cross Drainage and other structure's Condition Survey

For all Cross Drainage and other structures, the condition surveys to be conducted must be based on a visual inspection for evaluating and rating their structural and functional condition, and describing existing defects and shortcomings particularly the bearings, expansion joints, slope protection works and scoring around pillars if any. Use of MBIU is mandatory wherever necessary is mandatory.

5.2. Design Reports

Emergency Works, Design Reports are also required, unless the corresponding Work Order states otherwise. The Design Report shall accompany any engineering design elaborated and submitted for approval. It must provide information on the design standards applied, the main assumptions used, and the calculations made for the design of individual road sections, structures or works.

The Design Reports shall be submitted as attachments to each final detailed design, on the dates indicated in the Contractor's approved program. The quality and the on-time submission of the Design Report is a Management Performance Measure (MPM).

5.3. Monthly Compliance Tables for Maintenance Services

As described elsewhere in the contract, the Contractor's Self-Control Unit shall continuously verify the Contractor's own compliance with the Service Level and other requirements. On the last working day of each calendar month, the Contractor's Self Control Unit shall submit to the Employer the Monthly Compliance Tables for Maintenance Services for the same calendar month, reflecting road conditions and the Contractor's compliance with Service Level requirements at the end of the month. The Monthly Compliance Tables for Maintenance Services are the basis for the monthly Formal Inspection and for the part of the Contractor's Monthly Statement which relates to Maintenance Services. The Monthly Compliance Tables for Maintenance Services shall be comprised of:

- Standardized EXCEL tables in a format to be approved by the Engineer, showing separately for each road or road section the degree of compliance with Service Level requirements, representing accurately the situation at the end of the previous calendar month, and identifying any non-compliances that may exist.
- A brief description of the most important maintenance activities carried out during the month, including the locations.
- Information on any formal complaints received and how these were responded

to (if applicable).

- Details of any major vehicle accidents that have occurred on project roads, in particular of all accidents involving death or injury (if applicable).

The quality and the on-time submission of the Monthly Compliance Tables for Maintenance Services is a Management Performance Measure (MPM).

5.4. Monthly Progress Report for Works

This is the Contractor's monthly report on the progress of Rectification and Emergency Works carried out. It shall be the basis for the part of the Contractor's Monthly Statement which relates to those works. Submission of the Monthly Progress Report shall be a prerequisite for the acceptance of a payment claim for Initial Rectification, periodic maintenance and Emergency Works. The Monthly Progress Report shall describe the works executed during the month, as well as the Quality and Quantity Control procedures applied and their results (testing, etc).

The Monthly Progress Report shall also cover the Contractor's activities in response to contractual requirements for (i) environmental and social safeguards, and (ii) occupational health and safety. The Monthly Progress Report for any month must be submitted by the 10th calendar day of the following month as a supporting document to the Monthly Statement which is due on the same day.

The minimum information that the Monthly Progress Report must include is as follows:

- A description of the Progress achieved during the preceding month of all rectification and Emergency Works, framed so as to enable the verification of any work to be claimed for payment.
- The proposed Interim Payment Certificate (IPC) for rectification and Emergency Works.
- All required Quality and Quantity Control reports on the works completed during the month clearly indicating, if applicable, any non-conformances with the Contractor's Quality Assurance Plan or any other requirements.
- Copies of correspondence between the Contractor and other agencies, if any.
- Minutes of all meetings held during the month between the Contractor and Employer and with any other stakeholders, including also the status of actions taken on complaints received and grievances brought forward at such meetings, if any.
- Detailed information on the Contractor's activities in response to contractual requirements for (i) environmental and social safeguards, and (ii) occupational health and safety.
- The status of all grievances that have been submitted to the Contractor, along with resolution rates.

5.5. Road Asset Damage Reporting

The Contractor shall report to the Employer any event such as vehicle accident, theft, act of vandalism, third-party intervention or any other event having caused damage to the road assets and requiring repairs or replacement. The report may have the form of a letter to the Employer and shall be submitted within 96 hours of occurrence of the event, or of the Contractor having gained knowledge of such event. The report shall

- describe the event and its circumstances;
- describe the nature and extent of damage to road assets, including photographs;
- cost estimate & timeline for repair/replacement of the damaged asset (at no extra cost to employer);
- describe the actions taken by the Contractor, such as inspections and investigations

carried out, notifications made to the police and to other relevant authorities;

- Recommend measures to be taken to avoid similar events in the future.

For damages not already repaired by the Contractor, the Contractor shall propose the needed repairs, including any designs if necessary, and a program for carrying out the repairs.

It is also the Contractor's responsibility to report any event or incident of this nature to the relevant authorities (Police, local Municipality and/or other public authorities concerned) as soon as possible and to follow up on any actions taken by the police or other relevant public authorities. If the damage is caused by third party intervention on the road, the Contractor must also actively try to stop such intervention by informing the intervening party in writing (or verbally if writing is not feasible) of the damage being caused and the potential physical and legal consequences of the intervening party's action.

- The Contractor's risk limitation for bearing the cost of necessary repairs after such events shall be up to the limit of Insurance as stated in the Clause 11 of Contract Data. Repairs beyond such limit of the Insurance amount as stated in the Contract Data are the Employer's Risk, provided that the Contractor has performed his obligations as described above. In such cases the Contractor shall submit to the Employer a cost estimate with a breakdown of the cost for repair. The Employer may instruct the Contractor to repair the damage under a Change Order or a Work Order, as Emergency Works.

The quality and the on-time submission of the "Road Asset Damage Report" is a Management Performance Measure (MPM).

5.6. Work Completion Reports

There is a two-step process for completing and handing over the Works by the Contractor to the Employer:

- **Substantial completion:** The first step is the "Taking-Over" of the Works by the Employer, which is meant to occur when the works are "substantially completed" and can be used safely for the intended purpose, and opened for traffic without risks of damage to the road structure or to road users. The Defects Liability Period starts at the time when the Contractor notifies "substantial completion" of the works to the Engineer, unless the Employer objects in writing to "Substantial Completion" having been achieved. After the "Taking-Over" is formalized through the issuance of the "Taking-over Certificate" by the Employer, the first half of the Retention Money is to be released to the Contractor by the Employer.
- **Certificate of Completion:** The second step is the end of the Defects Liability Period which will normally trigger the release of the second half of the Retention Money to the Contractor by the Employer, provided that the Contractor has presented a "Full Works Completion Report" and the Employer has issued the "Certificate of Completion", as described further below.

At the time of "Substantial Completion", the Contractor is required to issue a "Substantial Completion Report". This report shall include those parts of the information required (and listed below) for the "Full Works Completion Report" which are already available at the time of substantial completion. The "Substantial Completion Report" shall also list the items that are yet to be completed by the Contractor ("*snag list*"). It must be part of the Contractor's application for the Taking-Over of the works by the Employer as per GC 48.

When the Contractor has addressed all items on the "snag list", he shall inform the Employer through an official letter. Not later than 28 days afterwards the Contractor must present a "Full Works Completion Report" and may also request the "Certificate of Completion". The

Employer shall review the Full Works Completion Report. The Certificate of Completion cannot be issued if the Full Works Completion Report has not been submitted by the Contractor and accepted by the Engineer.

The “Full Works Completion Report” is essentially a supplement to the “Substantial Completion Report”. It must present the information listed below, except those parts which have already been included in the “Substantial Completion Report” for the same Works. The “Full Works Completion Report” may make reference to the “Substantial Completion Report” previously issued by the Contractor, for all the information, which was already presented there, without having to present it again.

The Full Works Completion Report shall include as a minimum:

- Site location and details;
- Construction start and end dates;
- As built Drawings and photographs;
- Details of all Quality and Quantity Control measures carried out by the Contractor;
- Details of any works carried out after substantial completion to remedy pending items on the “snag list”;
- Design Calculations;
- Topography survey results;
- Setting out data and control points;
- Hydrology of the site (if applicable);
- Structures; description of original and rehabilitated condition, (if applicable);
- Pavement design and results of IRI measurements, (if applicable);
- Geology and Geotechnical features (if applicable);
- Environment Management Compliance Report; and
- Summary of future inspection and maintenance requirements e.g. required frequency of inspections, environmental monitoring needs, specific routine, and periodic maintenance needs, etc.

The Employer shall review the “Substantial Completion Report” and the “Full Works Completion Report” within 14 days after receipt and provide comments, if any. If there are comments requiring changes to the Report, a revised Report shall be submitted by the Contractor within 14 days of receiving the comments. The “Certificate of Completion”, which is a prerequisite for the repayment of the second half of the retention money at the end of the Defects Liability Period, cannot be issued if the Full Works Completion Report has not been submitted and approved.

5.7. End of Contract – Handover Report

The Contractor must provide an End of Contract Handover Report on the first day of the sixth month prior to the end of the Contract. The purpose of the Handover Report is to provide a smooth transition to the next contract and ensure that the next Contractor and the Employer are aware of any outstanding issues. The handing over report will be subject to verification of details of work completed vis-à-vis Contract scope by the Third-Party Agency to be engaged by the Authority for the purpose. This report shall provide:

For the contract as a whole:

A summary of the activities carried out (works and services), outcomes achieved, lessons learnt, suggested good practices and recommendations to the Employer for improvements for any future maintenance contracts covering the same roads.

For each road included in the contract:

(i) A history of the works carried out during the contract period; this shall include information on:

- Site location and details
- Construction start and end dates;
- As built Drawings and photographs
- Details of all Quality Control Tests
- Design Calculations
- Topography survey results
- Setting out data and control points
- Hydrology of the site
- Structures; original and rehabilitated condition
- Pavement design
- Traffic data, if available
- Geology
- Geotechnical features
- Environmental and Social issues encountered and how they were dealt with
- Summary of future inspection and maintenance requirements e.g., required frequency of inspections, on-going environmental monitoring needs, specific on-going maintenance needs etc.

(ii) A brief description of the current condition of the road, including the expected remaining service life of the pavement, and

(iii) Suggestions on the works that are considered necessary to be executed in the next years in order to keep the road asset at the same Service Level. The assessment of the pavement residual life of the contract roads must be supported by information on the results of the pavement deflection and roughness (IRI) surveys executed during the contract.

The quality and the on-time submission of the “End of Contract - Handover Report” is a Management Performance Measure (MPM).

5.8. Project’s Final Completion Report

On completion of the entire Contract and after the end of any remaining Defects Liability Period for works or parts thereof, the Contractor shall prepare a Final Completion Report which will essentially be an updated version of the End-of-Contract Handover Report described in the previous section, including any additional information which has become available since the issuing of the End-of-Contract Handover Report. Detailed as per clause 16 of the Contract Data are also to be stated in this report.

The report shall accompany the Contractor’s request to the Employer for releasing the Performance Security. The handing over report will also be subject to verification of details of work completed vis-à-vis Contract scope by the Third Party Agency to be engaged by the Authority for the purpose. Submission and Approval of the above report is a prerequisite for issuing by the Employer of the Final Payment Certificate and release of the Contractor’s Performance Security.

6. Specifications for Emergency Works

6.1. Definition of Unforeseen Natural Phenomena

Emergency Works are designed to repair those damages to the roads under contract which are caused directly by unforeseen natural phenomena with imponderable consequences occurring either in the area of the roads or elsewhere, but with a direct impact on the roads. “Unforeseen Natural Phenomena” are defined as follows:

Flooding where water levels rise above the crown level of the road resulting in complete or partial washout of the culvert or road embankment causing disruption of traffic. Any damage which results from insufficient maintenance of drainage structures will not be considered as “emergency” and will need to be repaired from within the Routine Maintenance Services.

Major landslides (greater than 50 m³) which block the road carriageway and drains, encroach onto the road surface and interrupts the flow of traffic or is unsafe. Can be caused by heavy rains or earthquakes. Landslides within the right-of-way caused by overflow of poorly maintained cut-off drains or catch dams will not be considered as an “emergency” and will need to be removed as part of Routine Maintenance Services

Traffic accidents which interrupts traffic and causes insurmountable damage to the road. Nevertheless, the Contractor will be responsible to provide full support to the police and road users and arrange signing and cleanup of site or sanding as necessary is part of Routine Maintenance Services.

6.2. Procedure for Requesting Emergency Works

If damages clearly caused by “Unforeseen Natural Phenomena” result in a reduction of Service Levels below the normal threshold values specified in this contract, the Contractor may make a formal request to the Engineer to carry out Emergency Works designed specifically to remedy those damages. If the Contractor decides to make a request for Emergency Works, he must (i) immediately inform the Engineer of his intention to do so, by telephone, radio or other means, (ii) document the circumstances of the Force Majeure event and the damages caused, through photographs, video and other suitable means, (iii) prepare a written request, stating the type of works he intends to carry out, their exact location and the estimated quantities and costs, including photographic documentation. In any case, a request for Emergency Works must be made immediately after the Contractor gains knowledge of the existence of damages caused by “Unforeseen Natural Phenomena”.

The Engineer, upon receipt of the request and not later than 24 hours thereafter, will evaluate the request made by the Contractor based on a site visit, and issue an order to carry out the Emergency Works. The order will specify the type of works, their estimated quantities, the remuneration to be paid to the Contractor and the time allowed for their execution. The order may indicate a requirement for an engineering/geotechnical assessment of the options for the permanent repairs to the site.

6.3. Remuneration of Emergency Works

Emergency works are remunerated by the Employer for each work order on the basis of estimated quantities, the unit prices being stated in the Schedule of Prices, and in accordance with the relevant clauses of the GC. The work items and the unit prices to be applied are specified in Section IV (Bidding Forms - Bills of Quantities) of this bidding document.

In the event of unforeseen events, works shall be conducted as Emergency Works (Day works). These Works shall be undertaken under Day works only where formally approved by the Engineer. Works carried out under Day works shall be for minor items of works which are not within the scope of Bill 1, 2 or 3 activities. The Contractor shall maintain detailed records for the items of plant or materials utilised under Day works and shall obtain the Engineer's Surveillance Officer's endorsement of the site dockets to verify times and quantities used.

In emergency incidents, where the emergency work is beyond the scope of RM responsibilities and not listed in the schedule, the Contractor shall provide the Engineer a full listing of costs in accordance with the rates tendered in Schedule 4 – Unit Item Rates of this document. Once the site has been made safe, the Contractor is not to proceed with remedial works until the approval of the Engineer is received.

7. Specifications for Emergency Works

7.1. Provision for Emergency Works

The total contract amount will include provisional quantities of Emergency Works during the contract period, in accordance with the bidding data. The actual payments for Emergency Work will be based on the tendered rates. The Emergency Works also includes a Provisional Sum allowance in accordance with Clause 60 of the General Condition in the event of addition unforeseen work is ordered by the Engineer.

7.2. Obligations during Emergency Events

Given the nature of this contract and the fact that Emergency Works are remunerated separately, the Contractor will, during the execution of Emergency Works, continue to be responsible for assuring the normal Service Levels on all roads included in the contract. In particular, the Contractor will do everything reasonably possible to ensure the normal use of all the roads under contract, including the sections affected by emergencies.

If road traffic has been interrupted because of an emergency, the Contractor will follow the provisions of the Traffic Management Plan included in his Quality Assurance Plan and take the measures necessary (i) to reopen the road to traffic in the shortest time possible, and (ii) to maintain the road open during emergency works, without being entitled to a specific compensation for those measures. This relates particularly to trees or other objects which may have fallen on the road, damage to access ramps to bridges, erosion of embankments, collapse of slopes, traffic accidents, flooding, etc.

The Contractor will not be subject to payment reductions for the partial or full traffic interruption on roads that are caused by events necessitating the use of Emergency Works for rectification, provided that he acts according to these Specifications.

7.3. Repair of Minor Damages

If the works necessary to remedy damages caused by an "Unforeseen Natural Phenomena" are below certain threshold values, the Contractor will carry out those works as part of his normal obligations / routine maintenance and without having the right to invoke the provision of the contract concerning emergencies and the remuneration of emergency works. In these cases the consent of the Engineer is not needed and the Contractor will simply carry out the works on his own initiative. He will nevertheless inform the Engineer of the damages occurred and the remedial measures taken.

The threshold values for minor repairs shall be defined as shown in the table below:

Activity	Unit	Threshold Quantity per emergency event
Slides of material onto road	m ³	50
Washing out of Culverts	Number	1
Bituminous concrete	m ³	20
Dense Bituminous Macadam	m ³	50
Concrete	m ³	5
Embankment	m ³	250

PART-II

SPECIFICATIONS FOR ROAD MAINTENANCE WORKS AND OPERATIONAL PROCEDURES

PART-II

SPECIFICATIONS FOR ROAD MAINTENANCE WORKS AND OPERATIONAL PROCEDURES

1. General

1.1 All materials, works and construction operations shall conform to the requirements laid down in the “Specifications for Road and Bridge Works” (5th Revision), Ministry of Road Transport and Highways, Published by Indian Roads Congress (IRC), New Delhi; IRC:82 “Code of Practice for Maintenance of Bituminous Surfaces on Highways” and IRC:SP:83 Guidelines for Maintenance, Repairs and Rehabilitation of Cement Concrete Pavements” wherever applicable. Where the Specification for a work is not given, sound engineering practice shall be adopted to the satisfaction of the Engineer.

The Technical and Performance Specifications for Performance Based Maintenance Contracts (PBMC) complement other specifications that are generally applicable in India for use in the road sector. Notwithstanding the provisions of General conditions, the works and materials used by the contractor shall comply with the requirements of relevant sections of Ministry of Road Transport and Highways (MoRTH) specifications for Road and Bridge works (5th Revision 2013, published by IRC) and these General Technical specifications shall form part of the contract. Amendments to these MoRTH specifications shall be applicable to this contract.

Reference to MoRTH Specifications.

The relevant sections from this document specific to, but not limited to, this contract include the follows:

(a)	General	- Clauses 101 to 121
(b)	Site Clearance	- Clause 201, 202
(c)	Earthwork, Erosion Control and Damage	- Clauses 301 to 314
(d)	Sub-bases (Non-bituminous) and Shoulders	- Clauses 401 to 410
(e)	Bases and Surface Courses	- Clauses 501 to 520
(f)	Geosynthetics	- Clauses 701 to 708
(g)	Traffic Signs, Markings and Road Appurtenances	- Clauses 801 to 816
(h)	Quality Control for Roadworks	- Clauses 901 to 903
(i)	Materials for Structures	- Clauses 1001 to 1015
(j)	Brick Masonry	- Clauses 1301 to 1316
(k)	Stone Masonry	- Clauses 1401 to 1414
(l)	Formwork	- Clauses 1501 to 1513
(m)	Steel Reinforcement (Untensioned)	- Clauses 1601 to 1609
(n)	Structural Concrete	- Clauses 1701 to 1719
(o)	Bearings	- Clauses 2001 to 2010
(p)	Open Foundations	- Clause 2101 to 2108
(q)	Sub-structures	- Clause 2201 to 2210
(r)	Concrete Super-structure	- Clause 2301 to 2310
(s)	Surface & Sub-surface Geotechnical Exploration	- Clause 2401 to 2415
(t)	River Training Work and Protection Work	- Clause 2501 to 2510
(u)	Expansion Joints	- Clauses 2601 to 2615
(v)	Wearing Coat and Appurtenances	- Clause 2701 to 2709
(w)	Repair of Structures	- Clauses 2801 to 2815
(x)	Pipe Culverts	- Clauses 2901 to 2911
(y)	Maintenance of Road	- Clauses 3001 to 3005

2 Traffic Management Plan

2.1 The Traffic Management Plan shall describe the procedures to be followed and the arrangements to be made whenever the contractor carries out the various types of physical activities that are planned and foreseeable under the Contract. The TMP must have been approved by the Employer before the Contractor commences work that affects traffic flows or pedestrian safety. It shall show the methods to be applied to ensure (i) that traffic can continue to use the road safely and with only the inevitable degree of disturbance, (ii) the safety of road users and of people near the road. The TMP shall show the location, types and numbers of traffic safety devices, barricades, warning signs, flagmen, by-pass roads, deviations and the like to be deployed under various types of work sites and traffic restrictions, such as the partial and full closure of traffic lanes, closure of road shoulders and moving roadside activities such as grass cutting, etc. It shall also cover the removal of all necessary traffic diversions and the reinstatement of the land used for such diversions. In the preparation of the TMP the Contractor must ensure a reasonable balance between the efficiency of his work operations and the minimization of disturbances for road users, including pedestrians and non-motorized traffic.

The Traffic Management Plan establishes the practices for traffic management at work sites. The Traffic Management Plan must be developed by the Contractor and agreed with the Engineer. The Contractor shall effectively implement all traffic management requirements in accordance with MoRTH Clause 112 and contract Technical Specifications in respect of all works under the Contract.

The objectives of the Traffic Management Plan are to:

- Clearly define and document the responsibilities and chain of command for the development, implementation and management of traffic control measures and systems
- Establish the minimum requirements for temporary traffic control
- Establish the minimum geometric, cross section and surfacing standards for temporary works
- Provide appropriate transitions and enable safe and efficient traffic flow into, through and out of work sites
- Protect the Contractor's personnel at all times
- Protect the Assets and the Contractor's resources at all times.
- Meet the operational requirements for the road

The Traffic Management Plan must include at least the following:

- A documented process for preparation, review and approval of the Traffic Management Plan
- A document tracking and control system to ensure that only the latest operative copy of the Traffic Management Plan is in circulation
- Contact details for Contractor, Principal emergency services and other stakeholders
- Layout diagrams, method statements etc for implementation of traffic control while undertaking each aspect of the Services (including site specific layout diagrams and method statements if the Services require traffic control measures not covered by standard codes of practice)

The Delivery Time for the initial Traffic Management Plan shall be not later than 21 days after the Start Date.

If a particular situation arises which is not adequately foreseen in the Contractor's general TMP, the Contractor must prepare a specific TMP for that situation and submit it for approval to the appropriate authorities (traffic police, local authorities, etc.). Such specific TMP must also be prepared whenever works are planned near schools or other places with a high concentration of pedestrians.

The cost of implementing the TMP is deemed to be included in the rates or prices for rectification Works, Emergency Works, and Routine & Periodic Maintenance Services.

2.2 All maintenance works on the road shall be carried out in a manner which would cause least interference to the traffic. In stretches where resurfacing or riding quality improvement works are to be taken up, the Contractor during execution of work shall provide and maintain proper passage for traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper Specifications shall be constructed by the Contractor at his cost. The Contractor shall take prior approval of the Engineer regarding traffic arrangements during construction.

2.3 All arrangements for traffic during construction shall be considered as incidental to the work and shall be Contractor's responsibility. The Engineer shall determine the penalty to be imposed on the Contractor for deficiency in compliance to the requirement.

3 Quality Control

3.1 Quality control on materials and workmanship is the primary responsibility of the Contractor. Quality control shall be exercised in accordance with the Quality Plan approved by the Engineer. The Engineer may, during and after construction test the quality of materials and work in order to verify conformance with the prescribed Specifications. To meet the requirements of the Contract, the Contractor would submit Operation and Maintenance Manual within 15 days of mobilization on ground. Every year maintenance schedule would also be submitted by the Contractor. Engineer would review and approve the Operation and Operation and Maintenance Manual and Maintenance schedule, and the Contractor would carry out the work in line with the approved Operation and Operation and Maintenance Manual and Maintenance schedule

4. Operational Procedures

The Operational Procedures described in this Section are to be applied in the implementation of Performance Based Maintenance Contract (PBMC).

4.1 Inspection and Payment of Maintenance Services

The Contractor's compliance with Operational Performance Measures (OPM's) is to be assessed and verified through Formal Inspections, Informal Inspections, and other inspections. This section specifies (i) the procedures to be applied for scheduling and carrying out Inspections and (ii) the application of payment reductions in cases of non-compliance of the Contractor with required Service Levels or other requirements.

The Inspections required to be conducted under the Contract, measurement of OPMs, MPMs, Documentary submissions etc. shall be conducted through smart devices (e.g. Mobile phone, Tablet etc.) or IT solutions as prescribed by the Employer from time to time. **However, in case, no IT solution in form of Web app / Maintenance app (developed by employer) is available with the employer then the defect notification**

through simple email / letter shall be considered as official communication. This includes but not limited to reporting of defects by Contractor, AE/IE or the Employer, submission of action taken reports by Contractor, verification of ATR by AE/IE, calculation of financial liabilities etc. making own arrangement of any necessary devices (Smartphone, Tablet, Computer etc.) as required.

The Payment for the work done as determined by the Contractor and certified by the AE/IE will also be linked to the Web App based uploading of details of the work done with reference to the Inspections so carried out as per directions of the Employer from time to time in this regard.

4.1.1 Formal/ Verification Inspections by Engineer

The main purpose of the regular Formal Inspections is to verify the correctness of the information presented by the Contractor in the Action Taken Report of remedial measures about his own compliance with the Service Level requirements. The results of the Formal Inspections are used for finalizing the monthly Interim Payment Certificate.

Formal inspections are scheduled in advance by the Engineer/ Employer and carried out by the Contractor through his team with participation of the Engineer. The regular Formal Inspections may be scheduled by the Engineer/ Employer once the Contractor has submitted the ATR of remedial measures for any defect.

The Employer /Engineer must inform the Contractor's Self-Control Unit of the date and hour of the beginning of the Formal Inspection at least 12 hours in advance. The scheduling of inspections between the Employer and the Contractor's Team must be in writing, which may include the use of e-mail or Web App/ Maintenance App. The Employer shall use the official e-mail address of the Contractor which the Contractor must indicate in writing to the Employer at the beginning of the Contract period.

Formal Inspections can also be scheduled to verify if the Contractor has remedied the causes of earlier non-compliances within the time frame (Grace Period) granted by the Employer. Failure to correct non-compliances within the specified Grace Period will lead to further payment reductions for those non-compliances in the following Interim Payment Certificate.

The Contractor is obliged to be present at the date, hour and location specified by the Employer, providing the physical means (including equipment) needed for the inspection. Both must have a signed hardcopy of the Contractor's Action Taken Report of remedial measure in hand. The main purpose of the Formal Inspection is to verify the information provided by the Contractor in his Action Taken Report, for his own compliance with Service Level requirements.

Should the Contractor fail to appear for (or participate in) a scheduled Formal Inspection, having been requested to do so with at least 12 hours' notice, then the Employer/ Engineer may carry out the Formal Inspection without participation of the Contractor's staff. In such case, the determination of the Employer as to the nature and extent of the defects and non-compliances detected shall be final and binding, with no possibility of appeal or objection by the Contractor.

During the Formal Inspection the Employer and the staff of the Contractor shall travel in the same vehicle along the road and stop as necessary, while verifying the information provided by the Contractor in the Standard EXCEL Compliance Tables. This is to ensure that the Contractor is immediately aware of any non-compliances identified by the

Engineer/ Employer. During the Formal Inspection any errors, discrepancies or misrepresentations in the Compliance Tables presented by the Contractor, as well as their locations and length, must be noted by the Engineer, communicated verbally to the Contractor, and corrected on the Compliance ATR for Maintenance Services. The Employer shall also indicate in the verified Action Taken Report any Grace Periods granted in accordance with the Specifications for remedying the various non-compliances and inform the contractor accordingly.

The Engineer must inform the Contractor of his intention to carry out a formal inspection at least 12 hours in advance, indicating the exact date, hour and location where the formal inspection is to begin. The Contractor is obliged to be present at the date, hour and location specified by the Engineer, providing the physical means needed for the inspection.

In addition, the Employer shall also record any existing non-compliances which had already been recorded during the previous month(s) and which have not been remedied by the Contractor within the Grace Period granted by the Engineer, and apply the corresponding payment reductions for the full duration of the non-compliance.

During the formal inspection, the Engineer will prepare a brief Memorandum in which he shall (i) describe the general circumstances of the Formal Inspection, including date, road sections inspected, persons present, etc., (ii) show a list of all non-compliances detected w.r.t. Action Taken Report during the Formal Inspection and (iii) show the Grace Periods granted by the Engineer to the Contractor for remedying each non-compliance. The specific Grace Period for each non-compliance shall count from the last day of the Formal Inspection during which the non-compliance was detected.

The Employer shall use the corrected Monthly Compliance Tables for Maintenance Services for calculating the payment reductions for OPM's (and MPM's if applicable), and the total amount to be paid for Maintenance Services. The Employer will then immediately transmit this Memorandum and the corrected Compliance Tables to the Contractor, as input for the Contractor's Monthly Statement.

If the Employer does not send his corrected Compliance Tables to the Contractor by the 7th day of the calendar month, the delay shall be added to the Contractor's deadline for submitting his Monthly Statement, which is normally due on the 10th day of the calendar month as per the General Conditions.

4.1.2 Self-Inspection by the Contractor

The purpose of this inspection is for self-assessment of the important aspects of road maintenance which impact the road safety and traffic flow on the road. These inspections shall be done by the Contractor itself to identify the defects on the stretch. *The frequency of these inspections can be daily, weekly, bimonthly or monthly as per frequency of measurement defined in Annexure-E of Part-I of Section-7.* Contractor shall submit the inspections reports to the Engineer mentioning the defects identified during the inspection in writing (through email) or Web App/ Maintenance App.

Daily Inspections by Contractor: All works being executed on a day shall be reported in the daily report by the contractor and also defects w.r.t to the most important items to be reported in this inspection. A tentative list of items for guidance are as under:

- (i) Potholes
- (ii) Raveling/ Rutting/ Cracking
- (iii) Embankment Slope Protection & Rain cuts

- (iv) Edge drop at shoulders
- (v) Unevenness, vegetation growth & water stagnation on shoulder
- (vi) Drainage Condition
- (vii) Cleanliness of median & Vegetation affecting sight lines
- (viii) Missing or deformed or non-reflective road signs/hazard markers
- (ix) Missing or damaged crash barriers
- (x) Road Studs
- (xi) Pedestrian Guard Rails
- (xii) Non-functioning Highway Lighting/Solar Blinker/ECB
- (xiii) Riding quality at expansion joints
- (xiv) Cracks/ settlement/ tilting/ spalling of all elements of sub-structure & super structure
- (xv) Cleanliness and functionality of toilets
- (xvi) Theft or Vandalism of any highway asset
- (xvii) Encroachment of NH Land
- (xviii) Damaged Vehicles/ Dead Animals/ fallen trees, poles, debris on road.
- (xix) Works executed on the day for the RFI/IFI Raised.

4.1.3 Weekly Joint Inspection by Contractor and Engineer

This inspection shall be conducted jointly by the Engineer and the Contractor. The purpose of this inspection is to ascertain the service levels maintained by the Contractor and also to ensure that the defects are being reported accurately by the contractor during their Daily Inspections. Further, the items to be inspected/ reported in weekly inspection are specified in Annexure-E. The geotag enabled video recording of the entire stretch during the inspection shall be done by the contractor through camera attachment on the MMU.

4.1.4 Monthly Inspection by Contractor & Engineer with Employer

This would serve as the performance review of the service levels assessed by the engineer/ contractor which would also be used for interim payments calculation along with assessing the deductions and penalties.

Note: Inspections w.r.t. all such requisite items/ assets defined in Annexure-E shall be carried out as per specified frequency of inspection.

4.1.5 Bridge and Major Culvert Inspection (Bi-Annually)

The reason for Bridges" and Major Culverts" inspections is to ensure that the Contractors are undertaking the required care of bridges and major culverts, other than those easily seen during the monthly Conformance Inspection. Generally detailed bridge inspections are not considered necessary as part of the Conformance Inspection as they are slow and time consuming but should be undertaken at least six monthly or after any major flood. Items requiring inspection are all defects, which may affect the structural integrity of the structure including joints, superficial damage, batter protection and stream scour.

Defects to be identified	Inspection Requirements
Culvert and pit repair	Bridge and Major Culvert Inspections are to be carried
Structures	<p>out by an experienced officer of the Contractor initially within 3 months of Start Date and then on a regular 6- monthly basis or immediately after flooding, which includes detailed visual inspections of all bridges and major culvert structures for all structural defects, superficial damage, batter defects and stream scour.</p> <p>The information collected shall be submitted incorporating all the defects pointed in the Inspection as per Performa prescribed by the Engineer.</p>

However, If during regular inspections, any defect in any Cross Drainage works / structures comes in the notice of the Contractor / Engineer / Employer, then Contractor has to do the detailed inspection of that Cross Drainage work / structure and take the remedial corrective action as per the contract.

4.1.6 Night Inspection (Monthly)

The reason for Night Inspections is to ensure that when driving at night the road is safe and signs easily visible. It will also provide the Contractor and the Engineer with a different view of the road under night time driving conditions that may highlight deficiencies that are not clearly visible during daylight hours. Conducted monthly, the Night Inspections are to identify defective/non reflective or missing, signs, delineators, guideposts, hazard markers, pavement markings and any potential hazards to the travelling public at night. The speed should be kept to a level that allows the condition of the listed assets to be observed clearly and serviceability easily assessed and recorded.

Defects to be identified	Inspection Requirements
Sign maintenance Guideposts, delineators and painted trees	<p>Night Inspections are to be carried out by an experienced officer of the Contractor on a monthly basis by driving all roads in each direction and to cover Standard Jobs as indicated by Inspection Type “N”</p> <p>The speed should be kept to a level that allows the condition of the listed assets to be observed clearly.</p> <p>The information collected shall be submitted incorporating all the defects pointed in the Inspection as per Performa prescribed by the Engineer.</p>

4.1.7 Emergency Inspection

Emergency inspection is carried out, following notice by Engineer or the Employer.

Defects to be identified	Inspection Requirements
Pavement cleaning Culvert and pit cleaning and storm water drains Culvert and pit repair Stream maintenance Structures	Emergency Inspections are to be undertaken by the Contractor immediately when notice is given, by the Engineer or Employer including: callouts to road safety/traffic emergencies observation of a drainage structure, bridges and surface drains during and after heavy rainfall or floods; observation of safety barriers and road surface is safe after a road accident; and landslip sites: The site is to be immediately made safe, an estimate of equipment and materials required for re-establishing (temporarily) the facility. The information collected shall be submitted incorporating all the defects pointed in the Inspection as per Performa prescribed by the Engineer.

4.1.8 Informal Inspection by Engineer/ Employer

The Engineer/ Employer will also carry out Informal Inspections of the roads covered by the Contract. The Employer/Engineer may do so on his own initiative, at anytime and anywhere on the roads included in the contract. The Employer/Engineer must use his own means for those inspections. If the Employer detects any road sections where the Service Level criteria are not met, he shall promptly inform the Contractor in writing (which may be by e-mail or Web App/ Maintenance App) of the defect identified, including its location within 12 hours, in order to enable the Contractor to take remedial action as soon as possible.

The conduct of Informal Inspections by the Employer and the notification of any identified non-compliances in no way affects the requirement for the Contractor to continuously monitor road conditions and his own compliance with required Service Levels, and to rectify all defects. It is the duty of the Contractor's team, not of the Engineer, to identify defects and ensure their rectification in a timely manner.

4.1.9 Other Inspections

Commencement of the Contract – initial hand-over Inspection: The Employer and the Contractor shall both actively seek to undertake a joint inspection of the roads included in the contract when handing over the site to the Contractor, unless agreed otherwise between the Contractor and the Engineer. The purpose of this Hand-over Inspection is to provide the Contractor with the opportunity (i) to eliminate jointly with the Employer any uncertainties over the precise location of the Contract boundaries and the start and end points of any road or road section, and (ii) to highlight any locations or areas where significant deterioration or damage has occurred between the time of bid submission and possession of the site, as a direct result of unforeseeable events and/or natural phenomena which have occurred during that time period (but not due to normal wear and tear resulting from road traffic). If such deterioration or damage has occurred, the Contractor shall include a detailed description of the damage and a price quotation for its repair, for consideration of the Employer.

The initial hand-over Inspection shall also be used to take time-lapse (or “hyper-lapse”) video footage for all roads included in the contract, to establish a record of the road and its immediate environment at the beginning of the Contract. This can be done using the time-lapse video function available in all modern smartphones. *[Note: It is recommended that this is made a requirement for the Contractor to fulfil at the beginning of the Contract.]*

If the joint hand-over inspection is not carried out for any reason, the Contractor must nevertheless inform the Employer within 45 days after the Start Date of any damages or defects which may have occurred during the time period between the submission of the Contractor's bid and the Start Date, for the remedying of which the Contractor plans to seek

compensation from the Employer. Failure of providing such information within 45 days after the Start Date shall be interpreted as such damages or defects being non-existent.

The Contractor shall also highlight any other impediments to the Contractor's program that are the result of encroachments, the actions of other contractors, or social or environmental issues and grievances requiring the Employer's intervention. The Employer and the Contractor may also take video and/or pictures of the roads during this Inspection to record the condition at the time of Handover.

Inspections for Environmental and Social Assessment: The Contractor shall carry out the inspections required under the relevant legislation, these Specifications, and the Contract, and submit any required assessment reports.

Other Joint Inspections: The Employer or the Contractor may ask the other party at any time to undertake other joint inspections, including during nighttime, with the objective to:

- Seek solution of Contract-related issues affecting all parties;
- Identify and investigate any necessary works which were not previously identified;
- Confirm actual progress on site towards the Contractor's current Programme of Performance; and
- Confirm that the social and environmental requirements have been complied with during the execution of the Contract.

End-of-Contract Inspections: The Employer and the Contractor shall undertake joint inspections as needed, at the following times:

- No later than six (6) months before the end of the contract, with the purpose of determining the extent of works and activities required to be completed before the end of the contract execution period;
- No later than three (3) months before the end of the contract, with the purpose of identifying any additional remedial works that need to be completed before the end of the contract period; and
- No later than one month before the expiration of the Defects Liability Period, in order to confirm that all required remedial works have been adequately completed.
- Any other inspections found necessary by the Engineer.

5. Payment Reductions for OPM's

Payment Reductions for non-compliance with Operational Performance Measures (OPM's) (*herein non-compliance is defined as defects which are not rectified even after the end of Time Limit prescribed in Annexure-E to bring the same within acceptable limit as stipulated service level defined in Annexure-E*) are normally expressed and calculated as a percentage of the monthly lumpsum payment. This percentage is applied as First Day Deductions to non-compliance which persists after the completion of time limit for rectification, and for the length of road, which is non-compliant, with the minimum length being one (1) km. It is further clarified that the entire road will be divided into consecutive

1 kilometer sections and any breach in service levels of such sections will lead to deductions/penalties as per contract from the per kilometer lump sum payment for routine maintenance. The **basic principles to be applied for payment reductions** are the following:

"First-day" Payment Reduction: Payment Reductions in general are meant for the Contractor to continuously and proactively identify upcoming non-compliances and to carry out necessary remedial measures quickly. The **"First-day"** payment reduction in particular has the objective to ensure that the Contractor remedies defects quickly within time limit for rectification prescribed in Annexure-E, without waiting for the verification Inspection as specified in time schedule. The "first-day" payment reduction is the payment reduction for one day of non-compliance on due date after lapse of the time limit for rectification in

Annexure-E. To be clear, “**First-day**” is the immediately succeeding day after last day of the time limit given for rectification in Annexure-E. To be clear, “First-day” is applied immediately at the instant the time limit given for rectification in Annexure-E is elapsed and defect is not rectified. The reporting time, time limits for rectification and ATR submissions time are recorded at hourly if not minute basis as there are defects in Schedule-E which have rectification period specified in exact hours as well.

Suspension of further payment reductions through granting of Grace Period: Payment reductions are generally applied for each day during which the non-compliance persists. However, if the non-compliance may persist after specified time limit which is beyond the control of Contractor then in order to avoid severe payment reductions and to provide the Contractor with the opportunity to remedy the non-compliance without incurring any payment reductions (beyond the permitted rectification period as per Annexure-E) Engineer may grant Grace Period to the Contractor. The granting of the Grace Period (applicable only in cases where Contractor is not at default and request for Grace Period has been made before lapse of permitted rectification period as per Annexure-E) shall suspend the “First-day” payment reduction till completion of the Grace Period. The Grace Period will temporarily “stop the clock” for “First Day” payment reductions as well as additional payment reductions, for the duration of the Grace Period after the “first day”. If the Contractor remedies the non-compliance within the Grace Period granted, there will not be any payment reduction for that same non-compliance. The duration of the Grace Period for different types of defects should not be more than 50% of the original Time Limit as per Annexure-E and may be granted by the Engineer/ Employer for such delays for which proper justifications and reasons has to be submitted by the Contractor. However, if the Contractor does NOT remedy the non-compliance within the Grace Period, besides the First Day payment reductions (for the month when the defect was identified) a further payment reduction for all days of non-compliance as per Note 1 below (starting from the next day after “First Day” and till last day of the defect identification month) will be applied. In case, the non-rectification of defect is carried forward to the next month, then the “First Day” payment reductions for that month for that corresponding defect shall be deducted automatically on day one of that month and the additional penalty as per Note 1 below shall continue till such day the actual rectification of the defect is done by the contractor. In case, the defect is still not rectified and is carried forward to yet another month, same methodology for deduction as described above shall be used.

Note 1: In case no grace period is granted by the Engineer, additional payment reduction for all days of non-compliance will start from the second day after the initial rectification period as specified in Annexure-E and repeated defect ignore penalty @ 1000/- per defect will also be levied until the non-compliance is remedied.

Note 2: If grace period for rectification of defect is required more than 50% then the Employer has to examine and give necessary approval for the same.

Contractor’s obligation to inform Employer about completed remedial measures: As soon as the Contractor has remedied the causes of a non-compliance with an OPM, he is obliged to inform the Employer accordingly in writing which can be by e-mail (also through IT solution or Web App/ Maintenance App) and to attach any supporting evidence, such as photographs or video. The Engineer shall then decide if a follow-up inspection must be scheduled to verify if the Contractor has remedied the non-compliance, or otherwise if the Employer accepts the evidence provided by the Contractor as proof for the non-compliance having been remedied. If the Contractor fails to provide such information to the Employer/Engineer in writing or as defined by Employer, the Engineer shall continue to apply the further payment reduction until such time when he receives the information from the Contractor on the remedial action having been taken.

Correct Reporting of Compliance/ Remedial Measure by the Contractor (OPM-11): If more than 10% of the ATRs submitted by the Contractor in the invoice month M have been rejected by Engineer, then 5% of overall lumpsum deduction shall be applied for that month M. For eg. for the invoice month M, Let (A) be the total number of ATRs submitted by Contractor and (B) be the subset of ATRs rejected by the AE. If $B/A * 100 \geq 10$, then deduction will apply as 5%. It should be ensured that no ATR submitted in Month M is pending to be decided upon by engineer (accept or reject) at the time of clearing the bill by Engineer.

Non-recoverability of payment reductions: Payment reductions that have been applied cannot be recovered later, even after the non-compliance which has been the cause of the payment reduction has been remedied.

No time limit for payment reductions: If the Contractor fails to remedy a non-compliance for which a payment reduction has already been applied during a Formal Inspection, the respective payment reduction will continue to be applied in the same way to the following Monthly Statement(s) for that particular cause of non-compliance, until the non-compliance has been remedied, without a time limit being applied.

Multiple non-conformances and limitation for payment reduction: Payment reductions due to specific non-conformances are cumulative. If a one-km section of road has several non-compliances, then the payment reduction to be applied is the sum of the payment reductions for each individual non-conformance. When an OPM (such as OPM-2) includes a group of Sub-Measures (e.g. patching, cracking in Pavement, Potholes, etc.), then if the road suffers from several of these defects, the overall Payment Reduction is equal to the sum of each individual payment reduction per type of defect. For accumulated OPM non-conformances within any one-km section, the maximum cumulative payment reduction in one month shall however be limited to 100 percent of the monthly lump-sum amount for Maintenance Services payable for that one km of road.

The calculation of Payment Reductions for OPM's is to be carried out as described below: After the verification of Action Taken Report (ATR) for any defect, the Engineer/Employers shall apply the payment reductions for repair of that defect in the following way:

- For any non-compliances found during the verification inspection, the day after lapse of the initial rectification period as per Annexure-E is to be considered as the “first day” of non-compliance. The corresponding “First-day” payment reductions must be applied immediately for the current month. Also, if the Contractor does NOT remedy the non-compliance within the Grace Period besides the First Day payment reductions a further payment reduction as per Note 1 of Clause 5 above shall be levied.
- Deleted

5.1 Sample Calculation for Non-Compliance of OPM-11 (Incorrect Reporting):

This OPM refers to the correctness of the information provided in the Contractor's Monthly Compliance Tables for Maintenance Services. Reduction with OPM-11 is triggered if the data set supplied by the Contractor in the Monthly Compliance Tables for Maintenance Services for a road is incorrect for more than 10% of the data on ATR. Compliance with OPM-11 is calculated by comparing the data supplied by the Contractor in the Compliance Tables with the verified data on ATRs provided through the Inspection by Engineer as per schedule. The payment reduction is calculated as follows:

[Insert the Table for Calculation of payment reduction for OPM-11. The Sample Table below applies if the OPM's stated in these Sample Specifications are applied. If the number of OPM's is either reduced or increased, the Sample Calculation must be modified accordingly.]

Sample Calculation - Payment Reduction for OPM-11	
Road Section Length (Km):	35
Monthly Full Payment amount for road Section (INR)	1,05,00,000
OPM-11 Unit rate for Non-compliance (%)	5

No.	OPM List	Non-Compliance of OPM-9	
		Contractor's Compliance/ ATR	Rejection of ATR by Engineer
1	OPM-1.1	1	0
2	OPM-1.2	1	1
3	OPM-1.3	0	0
4	OPM-1.4	0	0
5	OPM-1.5	0	0
6	OPM-1.6	1	0
7	OPM-2.1	1	1
8	OPM-2.2	0	0
9	OPM-2.3	0	0
10	OPM-2.4	0	0
11	OPM-2.5	0	0
12	OPM-2.6	1	1
13	OPM-3.1	0	0
14	OPM-3.2	1	1
15	OPM-3.3	0	0
16	OPM-3.4	0	0
17	OPM-3.5	1	0
18	OPM-3.6	0	0
19	OPM-4.1	1	1
20	OPM-4.2	0	0
21	OPM-4.3	0	0
22	OPM-4.4	1	0
23	OPM-5	0	0
24	OPM-6	0	0
25	OPM-7	1	1
26	OPM-8	0	0
27	OPM-9	0	0

No.	OPM List	Non-Compliance of OPM-9	
		Contractor's Compliance/ ATR	Rejection of ATR by Engineer
28	OPM-10	0	0
	Total	10	6
10% of 10 would be 1, which means that if the number of Rejected ATR's is higher than 1 than the Payment reduction is triggered and to be applied.			
amount of payment reduction: 5% of Monthly Payment Amount of Routine Maintenance for the full road section, resulting in INR		Rs. 5,25,000/-	

Note 1: Contractor will prepare the Monthly Table by furnishing the data regarding the number of Action Taken Reports submitted to Engineer in writing (email) or through IT solution or Web App/ Maintenance App as prescribed by Employer.

Note 2: Engineer shall carry out Inspection for the verification of remedial measures reported by the Contractor as per prescribed inspection timeline. If any remedial measure is not accepted by the Engineer, then the same will be added in the List of Rejected Action Taken Reports. Number of Rejected ATRs will be used for the calculation of deduction for Non-Compliance of OPM-11.

5.2 Payment Reduction Weightages for non-compliance of OPM:

Per Month Per Km Rate = A

Per Month Rate = A x Length of section for which routine maintenance section is available = B

Deduction for non-compliance of service level (First Day Reduction) = C Penalty for defect Ignore = D

Non-Compliance with other Service Levels w.r.t Roughness = E

Routine Maintenance Payable amount for the month = B-C-D-E

Table for Payment Reduction Weightages for non-compliance of OPM

Project Name -							
Period -		(month)					
Total per km sections (i.e. total length of project) in Contract (X) -							
Total Maximum Monthly Payment of Routine Maintenance (Y) -							

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Road User Service and Comfort							
Roadway	1(a)	Flexible Pavement# #in case in any section of 1 km, both flexible (FP) & (rigid pavement RP) exist, then the 15% deduction shall be proportionally divided based on actual length of FP/RP, so that the total deduction is limited to 15%	Potholes	12.00	20.00		
			Rutting/ Settlement	4.00			
			Cracks,	1.00			
			Corrugations and Shoving	1.00			
			Bleeding	1.00			
			Ravelling/ Stripping	1.00			
	1(b)	Rigid Pavement# #in case in any section of 1 km, both Flexible (FP) & rigid pavement (RP) exist, then the 15% deduction shall be proportionally divided based on actual length of FP/RP, so that the total deduction is limited to 15%	Cracks	2 %	20.00		
			Spalls	2 %			
			Corner Breaks	2 %			
			Pot out and Potholes	2 %			
			Faulting in cracks or joints	2 %			
			Joint Seal defects	2 %			
			Ravelling/Honey combed surface type and scaling	1%			
			Polished Surface/Glazing	1%			
Heave & Bump	1%						
Depression	1%						

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
			Drop Off	1%			
			Blow up or buckling	1%			
			Ponding	1%			
			Pumping	1%			
Note:- The above criteria for payment reduction is only indicative and may be suitably modified as per the respective length of rigid/flexible pavement.							
	2	Embankment & Shoulders	Embankment slope & protection	3.00	12.00		
			Rain cuts				
			Unevenness on shoulders	4.00			
			Vegetation growth on shoulders				
			Unsealed Shoulders – water stagnation				
		Repair of damaged Kerb & Painting	2.00				
		Maintenance of Height of Kerb	2.00				
	3	Kerb, Median & Plantation	Cleanliness of Median (removal of vegetation & garbage, trimming, pruning and making basin, watering)	5.00	14.00		
			Cutting the branches of trees where it is obstructing the vision on shoulder/ median				
			Number of missing Plants	5.00			
			Deterioration in health of median/ avenue plants				

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	4	Drainage	Replacement of cover slabs over drain/ drain cum footpath	1.00	8.00		
			Physical Condition & Cleanliness (Removal of silt, garbage, sewage, etc.)	3.00			
			Water stagnation on MCW/ SR/ Structures	4.00			
	5	Footpath	Physical Condition & Cleanliness	1.00	1.00		
			Repairs to damaged footpath (tiles/paver blocks)				
	6	Separator	Physical Condition & Cleanliness (Removal of dust, garbage, vegetation)	1.00	3.00		
Maintenance of Separator (CC Barrier, Iron Grill, Metal fencing) including repair & replacement along with painting			2.00				
Road Furniture	1	Crash Barriers (including parapet walls for hill roads)	Physical Condition (Painting & Cleaning)	1.00	3.00		
			Replacement of missing & damaged barriers (CC, MBCB) including end treatment, if any or repair & replacement of parapet wall in case of hill roads	2.00			
	2	Guard rails	Replacement/ Repair and Painting	2.00	2.00		
	3	Road Signboards & Overhead Sign Structures	Replacement & Repair of damaged/missing boards including shape and location	6.00	8.00		
Retro reflectivity			2.00				

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	4	Traffic blinkers, Attenuators, Anti Glare, Noise Barrier & Delineators	Replacement & Repair of damaged/missing of these items including shape and location Functionality as perIRC guidelines	2.00	2.00		
	5	Road Studs, Rumble Strips & Object Markers	Replacement & Repair of damaged/missing of these items including shape, location & night visibility	3.00	3.00		
	6	Pavement marking	Repair of faded/missing marking Night Time Reflectivity	5.00	5.00		
Structure	1	Minor Bridges and Pipe/box/slab culverts	Removal of rank vegetation, silt clearance, garbage, etc. to ensure free flow of water Protection works in good condition	4.00	4.00		
	2	Bridges (including ROBs, Flyover, etc. as applicable) -Wearing Course	Repairs to expansion joints includingcleaning & filling of sealant	2.00	4.00		
			Cleaning of drain spouts	1.00			
			Painting of Parapets,CC Barriers, etc.	1.00			
	3	Bridge Superstructure	Rusted reinforcement Spalling of concrete Delamination Cracks wider than 0.30 mm	2.00	2.00		
	4	Bridge-substructure	Cracks/spalling of concrete/rusted steel	0.50	1.00		
Bearings (cleaning & greasing)			0.50				
5	Bridge Foundations	Scouring around foundations	1.00	1.00			

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	6	Protection works	Protection works in good condition	1.00	1.00		
	7.	Painting of all structures	Parapat and railing painting	1.00	1.00		
Project Facilities	1	Bus-Bay	Cleanliness &Painting	1.00	1.00		
	2	Truck-Lay Bye	Cleanliness &Repairing	1.00	1.00		
	3	Toilet Blocks at Rest Area/ Toll Plaza/ Truck Lay Bye	Physical Condition of Building	1.50	1.50		
			Regular Cleaning (24x7)				
			Condition of Basic Amenities				
			Repair of defects (electrical, water and sanitary installations)				
	Continuous Water Supply						
4	Highway lighting	Illumination: Minimum 40 Lux illumination on the road surface	1.50	1.50			
		No major/ minor failure in the lightingsystem					
		Repair & Replacement of damaged poles/lights					
Other Miscellaneous Assets	1	O&M Canter	Availability of Basic Construction Equipment	0.75	2.00		
			Availability of Bump Integrator on 24hours notice	0.25			
			Functionality of Mobile Maintenance Unit	0.25			
			Availability of Equipments in Lab and CalibrationCertificate	0.75			

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Emergency Response System-Operations	+	Emergency Response System	Deployment of Ambulance Vehicle including staff as per IRC SP:84/87 specifications	1.00	3.00		
			Functionality of Vehicle Tracking System (VTS)				
			Maintenance of Proper registers (Incident Management, Equipments)				
			Deployment of Route Patrol Vehicle including staff as per IRC SP:84/87 specifications	1.00			
			Functionality of Vehicle Tracking System (VTS)				
			Maintenance of Proper registers (Incident Management, Equipments)				
			Deployment of crane of capacity not less than 25 MT	1.00			
			Maintenance of Incident Management Register along with Customer Satisfaction Report				
			Work Zone Safety	1			
Review of safety arrangement							
Validation of documentation							
Encroachment	1	Encroachment	Documentation of action against encroachment	2.00	2.00		
			Validation of documented temporary/ permanent encroachments				

Service Level Criteria	Road Asset Description			Non - Compliance Length in per kmsection			Payment Reduction (5)x(7)x(Y) / (X)
	Sl. No.	CategoryType	PerformanceParameter	Payment Reduction %	OPM Asset Deduction %	No. of Non-compliance sections (per km)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Overall cleanline ssss	1	Project Cleanliness	Usage of Mechanical Equipment	1.00	3.00		
			ROW	1.00			
			Project Facilities	1.00			
ATMS	1	Advance Traffic Management Systems (ATMS)	Video Surveillance System	2.00	2.00		
			Mobile Radio Communication System				
			Video Incident Detection System (VIDS)				
			Vehicle Actuated Speed Display System				
			Emergency Roadside Telephone System				
			Variable Message Sign (VMS) system				
			Meteorological Data System (MET)				
			Automatic Traffic Counter cum Classifier				
			Travel Time Estimation System				
Total Percentage(to be modified)				100.00			

Note 1: The penalties calculated above are as per day penalties and would be applied on non-compliance of service level immediately after the completion of specified Time Limit of Rectification given in Annexure-E, which is denoted as C in the formula.

Note 2: In addition to above payment reduction, defect ignore penalty shall be levied as Rs. 1000/- per day of Payment Reduction on incremental daily basis after grant of grace period for all days of non-compliance (starting from the second day after initial deduction and until the non-compliance is remedied), which is denoted as D in above formula.

Note 3: In case of Non-Compliance with Service Levels parameter of Roughness (to be assessed on bi-annual basis), certain penalties will be levied which is denoted as E in above formula as below:

Roughness Level assessed Bi-annually for Flexible Pavements

S. No.	Asset/ Performance	Penalty
1	The roughness shall be measured just after completion of Initial rectification work. In case the same is more than 3000 mm/km, then the contractor shall have to proceed to execute PM works on such sections as per directions of Engineer. The work program earlier submitted by the Contractor shall have to be re-submitted with regards to such situations.	-
2	In case periodic maintenance (PM) has been done as a part of Contract, the roughness beyond 2200 mm/km for each km of section for first year from date of completion of PR or second year from start date whichever is earlier, shall be liable for penalty. Penalty will be imposed for each km for non-compliance	Rs. 1,000/km/lane/month (this penalty shall continue till trigger of next level of roughness compliance or correction of the defect by the contractor, whichever is earlier) Rs. 1,000/km/lane/month.
3	From second and third year after date of completion of PM or third year from start date whichever is earlier, the roughness beyond 2500 mm/km for each km of section, shall be liable for penalty. Penalty will be imposed for each km for non-compliance	

4	From fourth year after date of completion of PM or fourth year from start date whichever is earlier and before handover of the stretch to Authority, the roughness beyond 3000 mm/km for each km of section, shall be liable for penalty. Penalty will be imposed for each km for non-compliance.	
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Note: The above criteria is only indicative and may be suitably modified as per technical prudence of the tender issuing division/department.

Roughness Level assessed Bi-annually for Rigid Pavements		
S. No.	Asset/ Performance	Penalty
1	The roughness shall be measured just after completion of Initial rectification work. In case the same is more than 3000 mm/km, then the contractor shall have to proceed to execute PM works on such sections as per directions of Engineer. The work program earlier submitted by the Contractor shall have to be re-submitted with regards to such situations.	-
2	After Periodic Maintenance (PM) as a part of Contract, the roughness beyond 2400 mm/km for each km of section for first year from date of completion of IR, shall be liable for penalty. Penalty will be imposed for each km for non-compliance	Rs. 1,000/km/lane/month (this penalty shall continue till trigger of next level of roughness compliance or correction of the defect by the contractor, whichever is earlier) Rs. 1,000/km/lane/month.
3	From second and third year after date of completion of PM, the roughness beyond 2700 mm/km for each km of section, shall be liable for penalty. Penalty will be imposed for each km for non-compliance	
4	From fourth year after date of completion of PM or before handover of the stretch to Authority, the roughness beyond 3000 mm/km for each km of section, shall be liable for penalty. Penalty will be imposed for each km for non-compliance.	
Note: The above criteria is only indicative and may be suitably modified as per technical prudence of the tender issuing division/department.		

Note 4: All Rates are after application of tender discount quoted by the contractor.

Note 5: Penalty for repeated non-compliances: In case the total payment deduction is more than 50% for continuous three months or deduction is more than 25% for carriageway/pavement parameter then Engineer/Employer has to issue cure period cum intention to terminate notice of 30 days and thereafter the contractor has to achieve compliance of at least 80% of all parameters & 95% compliance in carriageway/pavement parameter respectively, by the end of the cure period duration, failing which employer can

proceed with termination of the contract stating the default of the contractor. In such cases Employer shall also be entitled to get the work executed at Risk & Cost of the Contractor.

Note 6: ~~Include ATMS/Ambulance/Crane/Patrolling Vehicle in payment reduction scheme only if part of the scope of the instant OPBMC contract~~

Note 7: Add other project facilities/Items in payment reduction scheme if available on the project stretch and part of the scope of instant OPBMC contract

Payment Procedures

5.2.1 Payment for Initial Rectification Works (Bill No. 2):

As indicted in Bill of Quantities Chapter of Section-9

5.2.2 Payment for Periodic Renewal Works (Bill No. 3):

As indicted in Bill of Quantities Chapter of Section-9

5.2.3 Payment for Emergency Works (Bill No. 4):

As indicted in Bill of Quantities Chapter of Section-9

6 Adjustments to the scope of the contract (Variation)

6.2 Adjustments to Initial Rectification/ Periodic Maintenance/Routine Maintenance Works

The Employer and the Contractor may agree on the execution of additional Initial Rectification /Periodic Maintenance/ Routine Maintenance Works in case of increase/decrease of linear road length as compared to originally stipulated in the Contract. Such Works will be executed based on Change Orders in line with the relevant clauses of the Contract, and following the procedures stipulated therein.

6.3 Adjustments to Road Network under contract

The General Conditions stipulate that the Employer may add new roads to this contract or delete roads. Eliminating or adding road length to an existing Contract should be done using the provisions of the Contract. The procedure for making a change to the contract could however take several weeks until it takes effect. The Employer may at times wish to exclude a road length with immediate effect, for reasons not related to the Contractor. In this case, the Employer, through the Engineer, would (i) issue a “Notice of Suspension”, specifying exactly which road section or segment is to be suspended with immediate effect and at the same time (ii) issue a “Request for Change Proposal”, initiating thereby the process for introducing the change in the contract.

The adjustment to the payment of the monthly Lump Sum payable for Maintenance Services, after any additions and deletions of roads or road sections, shall be calculated in accordance with the following formula:

$$LS_n = LS \pm [L_n \times (K_m)X]$$

Lump Sum Price per KM for Maintenance Services of roads that are similar to those added or deleted]

LS	=	The value of the Total Lump Sum as stated in relevant BOQ applicable for original length of project as per Contract.
LS_n	=	The value of the adjusted Lump Sum applicable for NPS for the Contract after the addition or deletion of road/road sections.
L_n	=	the length of the added or deleted road/road section

The Contractor is bound to calculate the reduction in the contract price (in case of eliminating road length) on the basis of the actual rates and prices stipulated in the contract which are applicable to the services and works on the specific road lengths (sections or segments) which are to be eliminated.

6.4 Deleted

6.5 Health & Safety, Environmental and Social Requirements

The Contractor shall prepare and submit an Environment, Health and Safety manual/plan (“Manual”), 7 (seven) days prior to Start Date, stipulating such health and safety requirements:

- as set out in the Specifications
 - that are required to be complied at the Site during the execution of Works
 - that are necessary to effect and maintain a healthy and safe working environment.
- a) The Contractor shall, throughout the execution and completion of the Works, have full regard to the safety of all persons deployed to the Project Highway for completion of Works and keep the Site in an orderly state appropriate to the avoidance of danger to such person, establish and execute traffic diversion and traffic management in accordance with the safety requirements specified under Applicable Laws and the Contract Agreement;
 - b) The Contractor shall provide and maintain at its own cost all cones, caution tapes, batons, sign boards lights, guards, fencing, warning signs and flagmen, when and where necessary or required by the Contractor or by any duly constituted authority for the protection of the Works or the safety of the public or others;
 - c) The Contractor shall ensure that all the personnel engaged by it for the execution and completion of Works under this Agreement are provided safety training, in accordance with Applicable Law;
 - d) The Contractor shall take all reasonable steps to protect the environment and to avoid damage and nuisance to person or to property of the public or others resulting from

pollution, noise or other causes arising as a consequence of the Works;

- e) The Contractor shall comply with the relevant standards and practices in accordance with the provisions of the Contract Agreement and all Applicable Laws and regulations of the authorities in relation to safety and health in the execution of Works. The Contractor shall be responsible for getting all relevant permits, permission, etc. from all government agencies for their Works as given in Table 7.1 below;
- f) Under dense traffic conditions and lane closures, the Contractor is required to provide suitable and requisite manpower to supervise the Works in compliance with the project requirements;
- g) The Contractor shall provide all personal protective equipment (PPE) and safety equipment i.e. safety helmets, safety jackets, safety shoes, safety cones and red flags to the labours working on the Project Highway and at the Base Camp. Employer will not be responsible for any fatal, major/minor injuries of the personnel related to the Contractor;
- h) The Contractor shall provide necessary medical facilities, hospitalization and medical treatment as required for the labours engaged under their scope and shall indemnify the Employer from such liabilities if such losses are suffered and incurred by the Employer due to reasons not attributable to the Employer or its officials, partners, affiliates, officers, employees, representatives, agents etc;
- i) The Contractor shall obtain all necessary safety licenses and permits required under all Applicable Laws for its labour/employees. The Employer will not be held responsible for injury, death, partial disability, disease of occupational nature, loss arising from unavoidable circumstances in the work area to the persons/employees. The Contractor shall be responsible for the liability resulting from, brought for, or on account of any personal injury or property damage of any persons or attributable to any work performed under or related to this Agreement, resulting in whole or in part from negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or any subcontractor.
- j) The Contractor shall ensure to assess and monitor the hiring, rules of conduct, training, equipment and monitoring of appointed security personnel. Guards shall be trained on the use of force, and that they act in alignment with the Voluntary Principles on Security and Human Rights;
- k) The Contractor shall obtain the relevant environmental licenses and permits and comply with their requirements to the extent required for completion of the Works. The Contractor shall comply with terms and conditions of environmental permits, licenses, approvals if any procured by Employer in relation to execution of Works and intimidated to it by the Company;
- l) The Contractor shall establish an effective Grievance Redressal Mechanism for its labours, workers and employee which will be monitored by the Employer;
- m) The Contractor shall ensure that all the newly recruited contract workers, labours, workmen, personnel have undergone the environment, health and safety training. Further, an orientation/induction programme shall be organised by the Contractor on educating the contract labour about Company's internal rules and regulations including governing hours of work and over-time, minimum wages and other

requirements/benefits as per labour laws and Grievance Redressal Mechanism;

- n) educating them about Do's and Don'ts aspects pertaining to health, safety and environment; and
- o) Contractor should provides accommodation, transportation, and basic services including water, cooking fuel, sanitation, and medical care for the workers working at site, in accordance with national regulations requirements
- p) The Contractor shall take all precautions and actions as specified under Applicable Laws, in relation to the Covid-19 pandemic, including all precautions and actions stipulated by the Government of India and/or related state government from time to time (“COVID-19 Regulations”).

Table 7.1: Applicable Environmental regulations

S. No.	Document	Submission Time
1	Consent to Establish (CTE) under Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention &Control of Pollution) Act, 1974 for Batch Mix Plant/Hot Mix Plant, to be obtained from SPCB	Before Commencement ofWork
2	Consent to establish and Consent to operate under Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 for Diesel Generator sets from SPCB (application)	Before Commencement ofWork
3	NOC from Central Ground water Authority (CGWA) or related State Ground Water Board for ground water extraction, if any. In case water is supplied by tanker, same NOC from water supplier	Before Commencement ofWork
4	Authorization for Generation and Storage of used oil/hazardous waste as per Hazardousand Other Wastes (Management and. Transboundary Movement) Rules, 2016	Before Commencement ofWork
5	Engagement of authorized stone crusher agency having NOC and Consent from SPCB	Before Commencement ofWork
6	Applicable permit/consent for Borrow area and quarries along with related compliances.g., Royalty payment	Before and during execution of Work (as applicable)
7	Permission for Fuel storage and consumptionin HMP operations from PESO	Before Commencement ofWork
8	Consent to Operate (CTO) under Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention &Control of Pollution) Act, 1974 for Batch Mix Plant/Hot Mix Plant, to be obtained from SPCB.	Before Start of HMP/batching plant Operation*

9	Copy of Labour License, TIN, PAN, GST and Registration copies	With First Bill
10	Copy of ESI / W.C. Policy	With First Bill
11	Copy of EPF registration and documentary evidence of payments	With First Bill
12	PUC for vehicles used for construction work under Central Motor & Vehicle Act 1988	Before commencement of work
13	Evidence manifesting the construction camp/base camp and Hot Mix Plant/machineries location restored to original conditions post work completion	With release of retention money after Project closure
14	Closure/ Redevelopment of Borrow areas and mining area (as applicable) used for project as per specified management plan	With release of retention money after Project closure

SPCB: State Pollution Control Board

PESO: Petroleum and Explosives Safety Organization

SECTION – 8

DRAWINGS

AND

SCHEDULE OF DRAWINGS

SECTION – 9

**FINANCIAL BID FORM
AND
BILL OF QUANTITIES**

FINANCIAL BID FORM

To
(Authorized Representative of Employer)
~~DESCRIPTION OF WORKS: BID FOR~~
(Name of work)

Reference letter No Dear Sir,

Having examined the site of works and Bid Documents, comprising Instructions to Bidders, Scope of Works, Conditions of Contract, Technical Specifications, Bill of Quantities and schedules for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said bid documents at tender premium as quoted in the Financial Bid.

- ~~2. We undertake, if our Bid is accepted, to commence the work within fifteen (15) days of receipt of the order to commence, and to complete and deliver the sections and whole of the works comprised in the contract within the period stated in the bid hereto.~~
- ~~3. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.~~
- ~~4. We agree to abide by this Bid for a period of one hundred twenty (120) days from the last date fixed for Bid Submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.~~
- ~~5. We confirm our agreement to treat the Bid document and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any person other than the person authorized by the Employer or use such information in any manner prejudicial to the safety and integrity of the works.~~
- ~~6. Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reason thereof.~~
- ~~7. We understand that you are not bound to accept the lowest or any bid you may receive.~~

Dated this _____ day of _____ 20____
Signature _____ in the capacity of _____ duly
authorized**To Sign Bid for and on behalf of

(in block capital letters)

Address:

Signature of Witness _____ Name of witness _____ Address _____ of
witness _____

Description of works
Financial Bid – Summary
Abstract of Bid Cost

Length of Project = km (L)

BILL NO. (1)	DESCRIPTION OF WORKS (2)	Lump Sum Amount Per KM (3)	AMOUNT (in Rs.) (4)= (3) x (L)
BILL NO. 1	(A) ROUTINE MAINTENANCE (Lump Sum) [for Total 60 months]	Rs. ----- -	Rs. -----
	(B) (inspection by MBIU, cattle rescue vehicle, energy charges)	Rs. ----- -	Rs. -----
BILL NO. 2	INITIAL RECTIFICATION WORKS (Lump Sum) [To be completed within 06 months from the notice to proceed]	Rs. ----- -	Rs. -----
BILL NO. 3	PERIODICAL MAINTENANCE WORKS (Lump Sum) [To be completed as decided by the Engineer but overlay of Highway to be completed within 24/48 months (as the case may be) from the date of notice to proceed].	Rs. ----- -	Rs. -----
BILL NO. 3	EMERGENCY WORKS (Unit Rates)	-	Rs.-----
A	TOTAL (of Bill No. 1 to 4 above)		Rs.....
B	Bidder's Quoted percentage above/ below the total amount indicated by the Employer.		In figures: (%) In Words: (%)
C	Discount/Premium (A x B)		Rs.....
D	Bid Price (A - C in case of Discount and A + C in case of Premium)		Rs.....

Note: The rates and prices tendered in the BOQ shall include all equipment, tools, spares, labour, supervision, overheads, consumables, materials, erection, maintenance, testing of input material delivered, profit, taxes (excluding GST) and duties together with general risks, liabilities and obligations set out and implied in the contract and other incidentals to comply with the requirements of Standards and Specifications. The bids will be evaluated based on Bid Price „D“.

BILL OF QUANTITIES

1. Preamble

i) The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Road Maintenance Standards and Specifications for Road Maintenance Works. The following bills are included in this Contract:

I. Bill 1: Routine Maintenance Services in the form of the amount of the monthly lump-sum payment demanded by the bidder according to the conditions of Contract. This will be the monthly amount applicable throughout the duration of the Contract. There will be no additional payment admissible on any context for ensuring the stipulated service levels as per the Contract except as specified in Clause 6.2 of Part-II of Section-7 (Specifications for Road Maintenance Works and Operational Procedures)

II. Bill 2: Initial Rectification Works, in the form of a lump-sum amount while indicating the quantities of measurable outputs to be executed in order that the road achieves the performance standards specified in the bidding documents. The quantities given are for bid purpose, but the contractor has to achieve the minimum specified intervention levels and the payment to be made based on lump sum prices per km. The work programme for each km of Initial Rectification with items wise quantities to be executed in each kilometer along with financial weightage of all such works in that particular km shall be submitted by the Contractor to Engineer. The Engineer will either accept or request the contractor to modify the detailed work program km wise as per the actual condition of site within 15 days of receipt of the work program. Decision of the Engineer shall be final in regard of IR works to be executed at site. The Contractor shall request payment for Initial Rectification Works in his Monthly Statement, which must be supported by the Monthly Progress Report. The payment for the Initial Rectification works shall be made monthly after effecting the reductions for taxes, retention money and advances etc., based on the completed length km wise on which such work has been completed as per the approved work program by the Engineer. All such executed works shall be duly verified and certified by the Engineer based on the joint site inspection.

There will be no additional payment admissible for works which might be executed by the Contractor beyond the BOQ in the bid document under this Bill for ensuring the stipulated service levels as per the Contract.

Sample calculation for payment :-

For Eg: The total Lumpsum Amount for Bill 2 (after tender discount/premium) is Rs. 50,00,000/-. Further, as per approved work programme the following weightages have been finalized for Initial Rectification Works for 50 km (0.00 km to 50.00 km) project stretch:

Chainage of Section	Length of Section	Financial Weightage in Total Bill 2 (in %)
Km 0.00 to Km 1.00	1	15%
Km 1.00 to Km 2.00	1	0.5%
Km 2.00 to Km 30.00	28	0%

Chainage of Section	Length of Section	Financial Weightage in Total Bill 2 (in%)
Km 30.00 to Km 31.00	1	25%
Km 31.00 to Km 32.00	1	5%
Km 32.00 to Km 33.00	1	1.5%
Km 33.00 to Km 34.00	1	13%
Km 34.00 to Km 35.00	1	18%
Km 35.00 to Km 48.00	13	0%
Km 48.00 to Km 49.00	1	12%
Km 49.00 to Km 50.00	1	10%
Total	50 km	100%

In case in month “M”, the contractor does work from km 2.00 to km 33.00, then due the payment for the month “M” shall be worked out as = Rs. 50,00,000 x [(30.00-2.00)x 0% + (31.00-30.00) x 25% + (32.00-31.00) x 5%+ (33.00-32.00) x 1.5% = Rs. 15,75,000/-]

III. Bill 3: Periodic Maintenance Works, in the form of lump-sum amount per km length, that will be measured and paid in accordance with the progress in the execution of those measured outputs; periodic Maintenance works also includes road markings, provision of road studs, gravel filling to match the shoulder level after laying renewal coat, which will be paid on measured inputs basis.

The Employer shall provide the indicative assessed quantities of items along with amount of such items as per applicable SOR i.e. the current SOR of the State Govt. wherein the Highway stretch is located. The Contractor needs to make his own assessment of the Items, Quantities and cost to maintain the Highway Stretch as per Service levels stipulated in Contract Standards and Specifications, while quoting the percentage above or below over and above the indicative estimated amount by the Employer.

Sample calculation for payment:-

In case the Lump Sum rate per km (for all lanes) for Periodic Maintenance Works (after tender discount/premium) is Rs. 10,00,000/- and in any month “M”, work of PR has been executed by the contractor for Km. 0.00 to 15.00 Km. (for all lanes) including all associated works such as pavement markings, road studs etc. (as given in the BOQ) and meeting the required service levels, then the payment for Periodic Maintenance Works for Month “M” shall be worked out as = Rs. 10,00,000/- x (15.00-0.00) = Rs. 1,50,00,000/-.

IV. Bill 4: Emergency Works: This Bid has indicative quantities and shall be executed as per Project requirements with approval of the Engineer in emergency situation. Payments will be made for each item on actual basis, in the amount of a lump-sum value estimated by the Contractor and approved by the Engineer, on the basis of the estimated quantities and on the quoted unit prices. In case of variation/ additional work items, Materials, Labour, Equipment, then the provided in the indicated BOQ, are required, payment for same will be admissible under variation at rates as per rates provided in the BOQ adjusted for percentage above or below of the Bidder on total indicative amount of the work assessed by the Employer.

- i) In case of variation/ additional work items, Materials, Labour, Equipment,

then the provided in the indicated BOQ, are required, payment for same will be admissible under variation at rates provided in the BOQ adjusted for percentage above or below of the Bidder on total indicative amount of the work assessed by the Employer. For Non-BOQ items, applicable SOR rates as on bid due date shall be applicable adjusted for percentage above or below of the Bidder on total indicative amount of the work assessed by the Employer.

- ii) The rates and prices tendered in the BOQ shall include all equipment, tools, spares, labour, supervision, overheads, consumables, materials, erection, maintenance, testing of input material delivered, profit, taxes (excluding GST) and duties together with general risks, liabilities and obligations set out and implied in the contract and other incidentals to comply with the requirements of Standards and Specifications.
- iii) Bill No. 1 shall include for costs associated with Contract obligations which are not specifically provided for elsewhere, including, but without being limited to; the provision of insurances, Security, implementing Quality Plan requirements, HIV-AIDS Prevention measures, the maintenance and operational costs of MMU, all social, environmental, safety and traffic management requirements, conducting various Inspections, surveys etc.
- iv) Performance assessment for performance based items of work, shall be done through inspection by the Engineer at least two times during the month and overall rating can be done on the basis of average of assessments made during the inspection.
- v) The Contractor shall submit at least once in two months video recording of condition of the Project Highway with special emphasis on performance-based items.
- vi) For performance-based items of work, the Contractor shall be entitled for receiving payment proportionate to the average percentage performance assessed for achievement between as specified in Operational Performance Measures
- vii) General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
- viii) The method of measurement of completed Routine Maintenance Services shall be in accordance with the measurement and payment provisions of the relevant section in the Specifications.
- ix) Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

BILL NO. 1: ROUTINE MAINTENANCE SERVICES

1. Works to be undertaken under routine maintenance will cover all necessary. The Employer does not guarantee that for Initial Rectification Works stipulated in the Contract Specifications are sufficient to reach the required Service Levels as Other works that are not specifically required in the Specifications, may be needed. It is the Bidder's responsibility at the time of preparing the Bid to assess the condition of the Highway Stretches, and to price all such assessed and required works into the bid, as part of the lump sum cost for Routine Maintenance Services.

2.

3. Payment shall be made in accordance with the actual performance of the Contractor and compliance with the Service Level criteria given in the Contract Specifications, for the

Highway Stretch. Failure to meet such Service Levels will result in payment reductions in accordance with Clause 5.2 of Part-II of Section 7 (SPECIFICATIONS FOR ROAD MAINTENANCE WORKS AND OPERATIONAL PROCEDURES) and the Performance Specifications.

Length of Project = 43.38kms (L)

BILL No. 1(A-1) - ROUTINE MAINTENANCE				
<p>To carry out all the necessary works to keep the road in Appropriate service level condition as defined in the document on all type of carriageway (Flexible/Rigid) which includes but not limited to</p> <p>(i) For Flexible pavement Providing treatment and repair of pot holes/ ruts and any depth/ patch repgir of all types of bitumen pavement Complete as per Technical Specification Clause 3004.2 and as per direction of Engineer by using paving grade bitumen/ emulsion/ cold ready mix material. The job includes removal of all failed material, trimming of completed excavation to providing firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per Clause no. 503 back filling the patch with bituminous material as per clause no. 509. Compacting trimming and finishing the surface to form a smooth continuous surface all as per Clause no. 3004.2 of Technical Specification</p>				
<p>(ii) For Rigid Pavement Repair of localized failed areas of PQC, Full depth repair of PQC slab, Sealing of crack/porous concrete, Repair of Joint Grooves, Repair Involving Removal of Old Joint Sealant and Sealing with Fresh Sealant, Repair of transverse joints, repair of longitudinal crack s through Cross-stitching/Stapling, Repair of honey combed and spalled concrete surface, Improvement of Pavement Surface texture through Diamond Grinding/Grooving etc.</p> <p>III. Repair to shoulders</p> <p>IV. Jungle clearance on shoulders, medians and embankment slopes</p> <p>V. Repair and cleaning of cross drainage works including culvers and minor bridges and side drains</p> <p>VI. Providing mandatory road signs as per the site condition, km stones including minor repair for existing road signs and km stones.</p> <p>VII. Providing road markings as per the requirement.</p> <p>VIII. Repair and painting of median/curves/railing/parapet.</p> <p>IX. Missing crash barriers.</p> <p>X. Repair/replacement of expansion joints if required.</p> <p>XI. Cleaning and greasing of bearings.</p> <p>XII. Any other item required to bring the carriageway/structure in serviceable condition.</p> <p>XIII. Street light maintaineance of 8 builup area's Hakimabad, Patariagoyel and Hakimabad Badaria,jethda,arandiya,arniyakalan,amlay,khatikheda.</p>				
		Month		

BILL No. (B-1)- NSV Survey				
Collection of geo-referenced Road Inventory, Road Condition/distresses detection, roughness measurement, using Network Survey Vehicle (NSV) having Laser Profilometer(LP), Transverse profile logger(TPL), Running distance measurement, (RDMI), DGPS for recording spatial coordinates, atleast 2HD video cameras and delivery of data as per extant policy.		Per km per run		
BILL No. (B-2)- Bridge Inspection by Mobile Bridge Inspection Unit(MBIU)				
Carrying out Inspection of Bridges/structures using Mobile Bridge Inspection unit(MBIU) having trolley for accomodating minimum 2 persons as per requirement, and preparation of report.		Per Day		
BILL No. (B-3)- Cattle Catcher Vehicle				
Utilization charge for Rescue Cattles Hydraulic Vehicle (with Operator ,POL & labour Charge) to Rescue Cattles on Road		Rs. Per Month		
BILL No.(B-4)- Energy Charges				
Payment of monthly electricity charges of street light of bulup area's Note: Amount is tentative, payment will be done as per actual monthly electricity bill.		Rs. Per Month		
TOTAL				

BILL NO. 2: INITIAL RECTIFICATION WORKS

1. The Bill of Quantities for Initial Rectification Works presents specific works that are explicitly required under the Contract as a minimum other than routine maintenance works to achieve the service levels. The Employer does not guarantee that for Initial Rectification Works stipulated in the Contract Specifications are sufficient to reach the required Service Levels as Other works that are not specifically required in the Specifications, may be needed. It is the Bidder's responsibility at the time of preparing the Bid to assess the condition of the Highway Stretches, and to price all such assessed and required works into the bid, as part of the lump sum cost for Initial rectification works. The below given quantities (including the thickness of various layers) are minimum values to be executed by the contractor and there will be no additional payment under variation/COS or any other context for work on the project length as given in the tender, admissible for works included in this Bill, for ensuring the stipulated service levels as per the Contract. The Initial Rectification Works have to be done on the entire project length.

2. The total indicative items, quantities and rates by the Employer for Initial Rectification Works under Bill No.2 is given as under:

Length of Project =43.38 km (L)

	Bill No.-2 Initial Rectification				
1.01	SOR ITEM NO 2.2 (i) P.N.17				
	Clearing and Grubbing Road Land Clearing and grubbing road land including uprooting rankvegetation, grass, bushes, shrubs, saplings and trees having girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material up to a lead of 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness. A In area of light jungle (in 25% length)		Hectare		
1.02	SOR ITEM NO. 8.15 PN. 46				
	Dismantling of Cement Concrete Pavement Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling Serviceable material at designated locations and disposal of unserviceable materials up to a lead of 1000 metres		Cum		
1.03	SOR ITEM NO.6.3 PN. 36				
	Cement Concrete Pavement Construction of un-reinforced, dowel jointed, plain cement concrete pavement with M-40 grade concrete over a prepared sub base with cement , coarse and fine aggregate conforming to IS 383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with electronic sensor slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, debonding strip, admixtures as approved, curing compound, finishing to lines and grades as per drawing as per IRC 15 2011 and as per relevant clauses of section 602 of specifications complete but excluding cost of steel in dowel bar and tie rods etc.		Cum		
1.04	SOR ITEM NO.6.5 PN. 37				
	Deduct from Item No.6.3 & 6.4 above if slip from paver with electronic sensor is not used and laying, compaction is done by any other method (The acceptance criteria regarding level, thickness, surface regularity, texture finish, strength of concrete and all other quality control measures shall be the same as in case of machine laid work.) Note:- This item is to be executed with prior written permission from the C.E.		Cum		

1.05	SOR ITEM NO.6.8 PN. 37				
	Add extra in Item No.6.3, 6.4, 6.6 & 6.10 above for the cost of steel in dowel bar and tie rod including craddle, laps etc. complete required as per design.				
	Mild steel		MT		
	Tor steel		MT		
1.06	SOR ITEM NO.10.12 PN. 71				
	Stitching Crack stitching with inclined tie bar (cross Stitching) used for cracks in reasonably good condition in order to arrest movement of slab and slabs pieces by making primer verticals holes,, alternative inclined hole, cleaning the hole through oil free compressor and filled with epoxy resin in enough quality that will coat HYSD bar confirming IS 1786 of 12 mm dia in every hole also groone shall be made along with line cracks display spalling and filled with a low viscocity resin or fire epoxy mortar following the method specified IRC SP 83:2008. In 40% length		RM		
1.07	SOR ITEM NO.10.4 PN. 71				
	Repair of joint Grooves with Epoxy Mortar Repair of spalled joint grooves of contraction joints, construction joint, longitudinal joints and expansion joints in concrete pavements using epoxy mortar or epoxy concrete.		metre		
1.08	SOR ITEM NO.10.5 PN. 71				
	Repair of old Joints Sealant Removal of existing sealant and re-sealing of contraction, construction longitudinal or expansion joints in concrete pavement with fresh sealant material		metre		
1.09	SOR ITEM NO5.2 (i) P.N.27				
	Providing and applying tack coat with catonic bitumen emulsion (RS-1) using emulsion pressure distributor on the prepared bituminous/granular surface cleaned with mechanical broom and as per relevant clauses of section-503 of specifications.				
	(i) @ 0.25 kg per sqm (normal bituminous surfaces)				
	For BC Renewal Coat		Sqm.		
1.1	SOR ITEM NO.5.6 (b) (vi) P.N0 30				
	Bituminous Concrete Providing and laying bituminous concrete using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 % of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per clause 507 of specification. b) Using Drum Mix Plant of appropriate capacity and Paver Finisher Hydraustatic with Sensor control				
	(vi) for Grading-II (30-45 mm thickness) with 30/40 bitumen(VG-40)				

	BC Renewal Coat		Cum		
1.11	SOR ITEM NO. 8.4 (i)PN. 46				
	<p>Retro- reflectorised Traffic signs Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign board as per IRC 67-2012 made of high intensity Micro-Prismatic Grade Sheeting (Type XI) vide IRC: 67:2012 clause 6.7.3.2 and clause 801.3.3 of MoRT&H fixed over Aluminum composite material sheet with thermoplastic core of Low density polyethylene (LDPE) between two thick skins/sheets of aluminum with overall thickness of 4mm and aluminum skin of thickness 0.3 on both side, the ACM shall conform to Table 6.1 of IRC:67:2012 and Table 800-1 of MoRT&H specification and High Intensity Micro Prismatic Grade Sheeting shall conform to Table 6.6 of IRC:67:2012 and Table 800-3 of MoRT&H specification of in the clause IRC 6.8 of the IRC 67-2012 and clause 801.3.7 of MORTH message legend numerical letter etc. and borders shall be screen printed on high intensity micro prismatic sheeting shall conform to clause 801.3.7 with digital printing ink or of cutout from transparent durable overlay or cutout from the same type of reflecting sheeting for cautionary/ mandatory/ signs, supported on MS sign post of size 75mm x75mm x 6mm of 3.60 meter over all length and fix to ground by means of properly designed foundation of dimension 450x450x600mm with M20 grade concrete. The ACM sheet shall be fixed to the post with four minimum four number breakaway bolts. & supported with a back support frame of 25mmx25mmx3mm angle. 10 years warranty for Retro Reflection Sheeting to be provided from the original sheeting manufacture as per clause 6.9 of IRC: 67:2012 & a certified copy for three years for outdoor exposure report from an independent test lab as per clause 6.7 of IRC: 67:2012 for the product offered shall be submitted by the contractor. Note:- Manufacture name and date of manufacture is to be printed (Embossed) at the backside of the board.</p>				
	i) 90 cm equilateral triangle		No		
	ii) 60 cm equilateral triangle		No		
	iii) 60 cm circular		No		
	iv) 80 mm x 60 mm rectangular		No		
	v) 60 cm x 45 cm rectangular		No		
1.12	SOR item no.8.11 p 51				
	<p>Direction and Place Identification signs more than 0.9 sqm size board. Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign board as per IRC 67-2012 made of high intensity Micro-Prismatic Grade Sheeting (Type IV) vide IRC: 67:2012 clause 6.7.3.2</p>		sqm.		

	<p>and clause 801.3.3 of MoRT&H fixed over Aluminum composite material sheet with thermoplastic core of Low density polyethylene (LDPE) between two thick skins/sheets of aluminum with overall thickness of 4mm and aluminum skin of thickness 0.3 on both side, the ACM shall conform to Table 6.1 of IRC:67:2012 and Table 800-1 of MoRT&H specification and High Intensity Micro Prismatic Grade Sheeting shall conform to Table 6.6 of IRC:67:2012 and Table 800-3 of MoRT&H specification of in the clause IRC 6.8 of the IRC 67-2012 and clause 801.3.7 of MORTH message legend numerical letter etc. and borders shall be screen printed on high intensity micro prismatic sheeting shall conform to clause 801.3.7 with digital printing ink or of cutout from transparent durable overlay or cutout from the same type of reflecting sheeting for cautionary/ mandatory/ signs, supported on MS sign post of size 75mm x75mm x 6mm of 3.60 meter over all length and fix to ground by means of properly designed foundation of dimension 450x450x600mm with M20 grade concrete. The ACM sheet shall be fixed to the post with four minimum four number breakaway bolts. & supported with a back support frame of 25mmx25mmx3mm angle. 7 years warranty for Retro Reflection Sheeting to be provided from the original sheeting manufacture as per clause 6.9 of IRC: 67:2012 & a certified copy for three years for outdoor exposure report from an independent test lab as per clause 6.7 of IRC: 67:2012 for the product offered shall be submitted by the contractor.</p> <p>Note:- Manufacture name and date of manufacture is to be printed (Embossed) at the backside of the board</p>				
1.13	SOR ITEM NO.8.20Pn56				
	Supplying and installation of delineators (road way indicators,hazard markers, object markers), 80-100 cm high above ground level, painted black and white in 15 cm wide stripes, fitted with 80 x100 mm rectangular or 75 mm dia circular reflectorised panels at the top, buried or pressed into the ground and conforming to IRC-79 and the drawings.		each.		
1.14	SOR ITEM NO.8.23Pn 57				
	Kilo Metre Stone Reinforced cement concrete M15 grade kilometre stone of standard design as per IRC:8-1980, fixing in position including painting and printing etc				
	(ii) Ordinary Kilometer stone (Precast)		no.		
	(iii) Hectometer stone (Precast)		no.		
1.15	SOR ITEM NO.10.19 PN.73				

	Providing painting, figuring and numbering as per IRC specifications complete with Synthetic Enamel Paint for 5th Km. Stone. (ii) One coat on old work.		no.		
1.16	SOR ITEM NO.10.20 PN.73				
	Providing painting, figuring and numbering as per IRC specifications complete with Synthetic Enamel Paint for ordinary Km. Stone. (ii) One coat on old work.		no.		
1.17	SOR ITEM NO.10.21 PN.73				
	Providing painting, figuring and numbering as per IRC specifications complete with Synthetic Enamel Paint for 0.2 Km. Stones or Boundary Stones.. (ii) One coat on old work		no.		
1.18	SOR ITEM NO.10.26 PN.73				
	Providing painting and figuring of road sign boards (excluding posts/kerbs) (ii) One coat on old board.		sqm		
1.19	SOR ITEM NO.4.13(B) PN.25				
	4.13 Construction of Shoulders with approved material/selected soil/c excavation all lifts & leads i/c grading to required slope & camber of 4% and compacting using vibratory roller of 80 to 100 kN static weight to meet requirement as per relevant clause of 400 (B) Hard Shoulders (CBR value >12)		Cum.		
1.20	SOR ITEM NO.8.16(A) PN.54				
	Type - A, "W" : Metal Beam Crash Barrier (Providing and erecting a "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 cm above road/ground level, fixed on ISMC series channel vertical post, 150 x 75 x 5 mm spaced 2 m centre to centre, however 5 spaces of 600mm each between vertical post and 5 spaces of 900mm each between vertical post will be kept adjacent to RCC parapet/ concrete crash barrier in accordance to figure 9.14 of the IRC-SP: 73-2018, 1.8 m high, 1.1 m below ground/road level, all steel parts and fitments to be galvanised by hot dip process, all fittings to conform to IS:1367 and IS:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 mm, 330 mm long complete as per clause 811) and treatment for metal beam crash barrier on approach shall be modified eccentric loader terminal arrangement as shown in figure 9.12 of IRC- SP : 73-2018 End portion of metal beam crash barrier shall be flared outside by 1.25 mtr. Distance in last section of 8 mtr. Length. Departure side it shall be trailing terminal (TT) arrangement as shown in figure 9.13 of the IRC SP-73-2018. End portion of metal beam crash barrier shall be flared outside by 0.35 mtr. Distance in last section of 8 mtr. length		metre		

1.21	SOR ITEM NO 10.15 P 72				
	The maintenance of all of drains including erosion, repair, clearing, cleaning. Reshaping, regarding, deepening of side drains as well as catch water drains as per technical specification including all material, labour, etc. complete.		Sqm		
1.22	SOR ITEM NO 15.5 P 94				
	Providing and laying suitable designed Filter material underneath pitching in slopes complete as per drawing and Technical specification i) Providing and laying 200 mm granular material filter conforming to MoRTH Specifications Clause ' no. 2504 complete in all respects as per directions of Engineer-In-Charge.		Cum		
1.23	SOR ITEM NO 15.4A P 94				
	Providing and laying Pitching on slopes laid over prepared filter media including boulder apron laid dry in front of toe of embankment complete as per drawing and Technical specifications A. Stone/Boulder ii) Providing repair to damaged stone pitching/ apron over the prepared surface as per technical Specifications Clause no. 2504 complete in all respects as per directions of Engineer.		Cum		
1.24	SOR ITEM NO 3.3 P 19				
	Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 metres. Excavation for roadwork in soil with hydraulic excavator including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transporting suitable earth to the embankment location and disposing off unsuitable earth with all lifts and lead upto 1000m as per relevant clauses of section-300 of specification.		Cum		
1.25	SOR ITEM NO. 8.25 PN. 57				
	Road Marking with Hot Applied Thermoplastic Compound with Reflectoring Glass Beeds on Bituminous surface. Providing and applying (Cleaning of Bituminous surface) thermoplastic compound having composition of binder (Resin) minimum 18 %, titanium dioxide minimum 10 % and intermixed glass bead, minimum 30% of brand like Asian, Burger or equivalent make of 2.5 mm thick including drop down reflectoring, glass beads @ 250 gms per sqm area thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes, all complete as per clause 803 of specifications. Note:- The guarantee of Thermoplastic should be minimum 3 Years		Sqm.		
1.26	SOR ITEM NO.8.21 P 56				

	<p>Road Markers/Road Stud with Lense Reflector Providing and fixing single mound twin shanked molded Road Markers/Road Stud made of poly carbonate or ABS body and shall support a load of 13635 Kg tested in accordance to ASTM D 4280 and complying lo specifications of Section-5 of IRC:35-2015 and clause 804.2.2 of MORT&H and Section-5 of IRC:35-2015. he reflecting panels shall consist of number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of the light entering the lens face. The slope or retro-reflecting surface should be 35 + 5 degree to base. The reflective marker shall be fixed to the road surface using the epoxy/ adhesives and the procedure recommended by the manufacturer. No nails shall be used to affix the markers so Cubes capable of that they do not pose safety hazard on the road.. The contractor shall submit a two year replacement warranty. for satisfactory field performance including stipulated retro-reflectance of the reflecting pan At junctions and curvs</p>					Each
1.27	SOR ITEM NO 16.6 P 97					
	Patching of damaged concrete surface with polymer concrete and curing compounds, initiator and promoter, available in present formulations, to be applied as per instructions of manufacturer and as approved by the Engineer.					sqm
1.28	SOR ITEM NO 16.7 P 97					
	Sealing of crack/porous concrete with Epoxy Grout by injection through nipples complete as per clause 2803.1.					kg
1.29	SOR ITEM NO 16.8 P 97					
	Applying epoxy mortar over leached, honey combed and spalled concrete surface and exposed steel reinforcement complete as per Technical specification					sqm
1.3	SOR ITEM NO 16.9 P 97					
	Removal of defective concrete, cleaning the surface thoroughly, applying the shotcrete mixture mechanically with compressed air under pressure, comprising of cement, sand, coarse aggregates, water and quick setting compound in the proportion as per clause 2807.1., sand and coarse aggregates conforming to IS:383 and table 1 of IS: 9012 respectively, water cement ratio ranging from 0.35 to 0.50, density of gunite not less than 2000 kg/cum, strength not less than 25 Mpa and workmanship conforming to clause 2807.6.					sqm
	TOTAL BILL-2					

1. The Bill of Quantities presents estimated quantities of Items required for the Periodic Maintenance work. The Employer shall provide the indicative estimated quantities to meet Service Level requirements as per Contract Specifications as a guide to assist the Contractor with the completion of this Schedule. The estimated quantities are indicative quantities as determined by the Employer.

The Contractor needs to make his own assessment of the Items, Quantities and cost for carrying out Periodical Maintenance works as per Service levels stipulated in Contract standards and specifications. The quantities given below (including the thickness of various layers) are minimum values to be executed by the contractor and No additional payment under variation or COS for work on the project length as given in the tender, will be admissible as regards ensuring the service levels as stipulated in the Contract except as specified in Clause 6.2 of Part-II of Section-7 (Specifications for Road Maintenance Works and Operational Procedures).

2. The total indicative items, quantities and rates by the Employer for the periodical Maintenance works is as under:

Length of Project =0.00 kms (L)

BILL NO. 3 : EMERGENCY WORKS

This Bill has indicative quantities and shall be executed as per project need and with approval of Engineer. Separate work order to be issued by Engineer for such works. The same will be payable at rates provided in the BOQ adjusted for plus/ minus quoted percentage by the Bidder. For Non-BOQ items, payment shall be made on applicable SOR rates as on 28 days before the bid due date adjusted for percentage above or below as per the contract on total indicative amount of the work as assessed by the Engineer with due escalation as per the contract.

3. The overall quoted percentage by the Bidder on the indicative amounts for the stipulated schedule items as below only shall be considered. Payment for the stipulated items will be made on actual execution and its measurement basis after application of tender discount/premium on the rates given by the Employer below:

Sr no.	Items	Quantity	Unit	Rate	Amount
1	Emergency Provision for works during flood/earthquake etc. to be utilised during 5years if required	As per actual execution on Both site		As per Applicable SOR	
	Total				

SECTION – 10

SUMMARY OF ASSETS