



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

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.

VOLUME - I

National Highways Authority of India
(Ministry of Road, Transport & Highways)
Regional Office,
Odisha

July, 2026

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.

(SECTION-I)
NOTICE INVITING TENDER
(E-TENDERING MODE ONLY)

Notice Inviting Tender
(National Competitive Bidding through e-Tendering mode only)

The National Highways Authority of India (NHAI) hereby invites bid through e-tendering from bidders empanelled/ Pre-Qualified by RO Bhubaneswar under Class-A, B, C, and D for “Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH-20 from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.”

Sl. No.	Section	NH-No.	State	Estimated Cost	Time for Completion
1.	Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.	NH -16	Odisha	Rs. 24,17,19,396/- (Including labour cess @1% & Excluding GST)	04 months

Cost of Bid Documents (Non-Refundable)
Bid Security

: Rs. 10, 000/-
: Rs. 30,00,000/-

The Scope of Work includes Milling, Laying of GSB, WMM, DBM, BC, Road marking, road studs , subgrade work, laying of kerb and other miscellaneous / associated works.

It is mandatory for all bidders to have Class III Digital Signature Certificate (with both DSC components, i.e., Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency (bidders can see the list of licensed CA's from the link (<http://etenders.gov.in>) to participate in e-tendering of NHAI.

For the bidders participating in NHAI's tenders in e-Tendering Portal:

- i. Registration is free of cost.
- ii. No tender processing fee.
- iii. Bidders have to use CLASS III DSC WITH Signature and encryption Component.
- iv. Tender cost/Cost of Bid document to be deposited to the following account of NHAI through NEFT only.

Account Number	80071010002228
IFSC Code	CNRB0018007
Name of the Branch	Canara Bank (erstwhile Syndicate Bank),

	Nayapalli, Bhubaneswar
Name of the Beneficiary	National Highways Authority of India, Bhubaneswar

- v. ***Bid security/EMD to be submitted through BG and the scan copy of the same shall be uploaded while submitting the application through e-tender portal.***

For any clarifications on E-tendering, the bidders may contact 0120-4200462, 0120-4001002 or email: support-eproc@nic.in.

The detailed tender documents can be viewed and downloaded from the website <http://etenders.gov.in> or www.nhai.org from 10.07.2026 to 20.07.2026 (upto 11:00 Hrs. IST).

The complete Bid Document can be downloaded from the NHAI e-tendering portal free of cost. To participate for bidding, bidder has to pay non-refundable document fee through online mode only to “National Highways Authority of India” & No Tender Processing fee is required as mentioned above. The amendments / clarifications to the bid document if any will be hoisted on the above website.

The bid should be submitted online in the prescribed format given in the website. No other mode of submission is accepted.

The authorised signatory holding power of Attorney shall only be the Digital Signatory. In case authorized signatory holding power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The last date for online submission of the Bid is **20.07.2026 up to 11:00 Hrs (IST)**. The bids would be opened on **21.07.2026 at 12:30 Hrs (IST)**, in presence of representatives of the bidders who choose to attend.

Bid through any other mode shall not be entertained. No Hard Copy of Bid is required to be submitted to NHAI.

Please note that the National Highways Authority of India reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

For any clarification, the office of the undersigned may be contacted.

**The General Manager (Tech),
National Highways Authority of India
Regional Office, Odisha,
Block No. 301-A, 3rd Floor, Pal Heights,
J/7, Jayadev Vihar, Bhubaneswar, 751013, Odisha
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SECTION II

Condition of Contract and Contract Data

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not defined in the Conditions of Contract but 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.

Compensation Events are those defined in Clause 41 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 49.1.

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

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

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

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer and includes technical and financial bids.

The 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.

A **Defect** is any part of the Works not completed in accordance with the Contract.

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

The Defects Liability Period is the period named in contract data and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer 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 of its functions to a person or body nominated by him for specified functions.

The 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.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time after the approval from Employer.

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

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual interpretative reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer after the approval from NHAI, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, maintain, and handover to the Employer, as defined in the Contract Data.

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 sectional 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 Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority.

- (a) Agreement,
- (b) Letter of Acceptance
- (c) Contractor's Bid including Financial Bid Form,
- (d) Contract Data,
- (e) Conditions of Contract
- (f) Technical Specifications,
- (g) Drawings, if any
- (h) Implementation Manual and Maintenance Intervention Level
- (i) Scope of Work
- (j) Bill of Quantities, and
- (k) Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer, duly informing the Employer, may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying 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.

7. Subcontracting

7.1 Deleted

7.2 Deleted

7.3 Deleted

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.

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

9. Personnel

9.1 The Contractor shall employ the technical personnel named in the Contract Data. The RO, NHAI will approve any proposed replacement of technical personnel (except Project Manager) only if their relevant qualifications and experience 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, a penalty of Rs. 50,000/- per month in case of Project Manager and Rs. 25,000/- in case of other key personnel will be imposed upto a maximum period of 3 months. Thereafter, it will be treated as a breach of contract and action will be taken as per clause 53. The replacement of Project Manager will be approved by NHAI, HQ.

9.2 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 in the Contract.

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 excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, 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, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

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 excepted risks are the responsibility 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 end of defect liability period for events (a) to (d), in the 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, Plant and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

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 has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.4 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

15.1 The **General Manager (Tech)**, RO, Odisha will clarify queries on the Contract Data.

16. Contractor to Construct the Works & do maintenance

16.1 The Contractor shall construct, install and maintain the Works in accordance with the documents forming part of the contract.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with specifications and drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be 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 complete possession of the Site to the Contractor on the date of signing of agreement.

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 and to

any place where material or plant are being manufactured /fabricated / assembled for the works 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, which comply with the applicable laws where the Site is located.
- 23.2** The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the Employer if so required by the Employer.

24. Deleted

25. ARBITRATION

- 25.1** 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 differences 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/SW1049/2013 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.

- 25.2 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 it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.
- 25.3 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.
- 25.4 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.
- 25.5 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 25, 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.

26 Deleted

B. Time Control

27. Programme

- 27.1 The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme within the time stipulated in the Contract Data showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within 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.

- 27.4** 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.

28. Extension of the Intended Completion Date

- 28.1** The Engineer shall extend the Intended Completion Date only after the approval of NHAI 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.
- 28.2** The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended Completion Date.

29. Delays Ordered by the Engineer

- 29.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

- 30.1** Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for the remaining Works and to deal with matters raised in accordance with the early warning procedure.
- 30.2** The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

31. Identifying Defects

- 31.1** The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are noticed. Such checking shall not absolve the contractor from its obligations and its responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work (existing work/work executed by the contractor) that the Engineer considers may have a Defect.

32. Tests

32.1 The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the technical specifications forming part of contract.
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- c. The Authority may engage third party for testing of executed items. The payment for the same would be made by the Authority.

32.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work (executed by the contractor) has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the cost of such tests shall be borne by the Authority otherwise by the Contractor.

32.3 Subject to further condition in contract data

33. Correction of Defects noticed during the Defect Liability Period.

33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the reasonable time specified by the Engineer's notice as per good industry practice. If any defect including shrinkage cracks, other faults appear in the work within defect liability period, the Engineer shall give Notice to the Contractor of such defects before end of defect liability period and shall extend the defect liability period as long as defects remain to be corrected.

34. Uncorrected Defects/ Incomplete Works

34.1 If the Contractor has not corrected the Defect, to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, the Engineer will assess the cost of having the Defect corrected and get the defects rectified through some other agency and the Contractor will pay 1.2 times of this amount.

34.2 If the Contractor has not completed the work to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, in no case exceeding one month, the Engineer will assess the cost of having the work completed and get the work completed through some other agency and the Contractor will pay this amount in addition to the damages specified as per clause 45.

D. Cost Control

35. Bill of Quantities

35.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning and maintaining works to be done by the Contractor.

35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item for the work executed.

35.3 Changes in the Quantities

Deleted

36. Variations

36.1 All variations shall be included in updated programmes produced by the Contractor. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order +/- 25% of original BOQ quantity of single BOQ item subject to maximum of +/-5% of original Contract value.

37. Payments for Variations

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

37.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities and if it cannot be derived from similar item in Bill of Quantities then the rate will be derived as per Clause 37.3.

37.3 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 one month of the submission of the claim by the Contractor and approval from NHAI will 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.

Note: Tender premium/discount shall be applied on both BOQ & Non BOQ items.

38. Cash Flow Forecasts

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

39. Payment Certificates

- 39.1** 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.
- 39.2** The Engineer shall check the Contractor's monthly statement within 7 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.
- 39.3** The value of work executed shall be determined, based on measurements by the Engineer.
- 39.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 39.5** The value of work executed shall also include the valuation of Variations and Compensation Events.
- 39.6** The Engineer 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 later information to rectify the mistakes with detail justification acceptable to Employer.
- 39.7** The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days.

40. Payments

- 40.1** Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer had certified within 7 days of the date of each certificate.
- 40.2** Deleted
- 40.3** Deleted.

41. Compensation Events

- 41.1** The following shall be Compensation Events unless they are caused by the Contractor:
- a) The Employer modifies the Schedule of other contractors in a way which affects the work of the contractor under the Contract.
 - b) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works in reasonable time
 - c) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no defects.
 - d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

- e) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- f) The effect on the Contractor of any of the Employer's Risks.

41.2 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 the approval of the employer.

41.3 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.

42. Taxes & Currencies for payments

42.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, but excluding GST, 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. The GST shall be reimbursed (if applicable) subject to production of proof of such payment by the contractor (proof should contain name of work).

42.2 All payments will be made in Indian Rupees.

43. Price Adjustment

43.1. Contract price shall be adjusted for increase or decrease in WPI for the items executed after the expiry of one year from the date of the start of the work. For every month occurring after the completion of period of one year, Engineer shall compute the variation in WPI occurring between the Reference Index date preceding the Bid date and the Reference Index date preceding the date of Invoice. No price adjustment will be applicable on the safety items such as provision of service road, improvement of junctions, provision of FOB/PUP, new Road signages, new crash barriers, new railings, construction of drains etc. as these items are required to be carried out within first year of contract agreement. It is applicable only on the route operation vehicles and other routine maintenance items which may be required as per occurrence of incidence at site.

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.

43.2 Deleted

44. Security Deposit / Retention Money

44.1 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.

44.2 The security deposit/retention money and the performance security will be released to the Contractor when the Defect 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.

44.3 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).

45. Liquidated Damages

45.1 The Contractor shall pay liquidated damages to the Employer at the rate or part thereof stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. 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 and/ or Performance Bank Guarantee. Payment of liquidated damages shall not affect the Contractor's other liabilities.

45.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of liquidated damages.

46. Advance Payment

46.1 Deleted

46.2 Deleted.

46.3 Deleted.

47. Securities

47.1 Within 10 (ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Section IV, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the form set forth in Section IV (the "Performance Security") for an amount equal to 10% (ten percent) of its Bid Price. In case of bids mentioned below, the successful Bidder, along with the Performance

Security, shall also furnish to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Section IV), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or an irrevocable and unconditional Bank Guarantee (including eBank Guarantee) from a Bank in the same form given at Section-IV towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:

(i) (A) If the Bid Price offered by the successful Bidder is lower than 15% but upto 25% of the Estimated Cost, the Additional Performance Security shall be calculated @ 50% of the difference in the (i) Estimated Cost (as mentioned in RFP) - 15% of the Estimated Cost and (ii) the Bid Price offered by the successful Bidder.

(B) If the Bid Price offered by the successful Bidder is lower than 25% of the Estimated Cost, the Additional Performance Security shall be calculated @ 5% of the Estimated Cost plus 100% of the difference in the (i) Estimated Cost - 25% of the Estimated Cost and (ii) the Bid Price offered by the successful Bidder.

(ii) This Additional Performance Security shall be treated as part of the Performance Security.

Note: The successful Bidder shall ensure that the Performance Security and/or Additional Performance Security shall be submitted by the successful Bidder only and the same shall not be issued on behalf of the successful Bidder from facility sanctioned to a third party (i.e. third-party Performance Security and / or Additional Performance Security shall not be accepted by the Authority).

48 Cost of Repairs

48.1 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 their cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

49. Completion

49.1 When the whole of the works has been completed as per the provision of the Contract, the Contractor shall request the Engineer to issue a certificate of Completion of the Works. The Engineer shall, within 14 days of the date of receipt of such request, either issue to the Contractor, with a copy to the Employer, a completion certificate, stating the date on which, the works were completed in

accordance with the contract, or give instructions in writing to the contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such certificate.

50. Taking Over

50.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

51. Final Account

51.1 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 and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 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 56 days of receiving the Contractor's revised account.

52. Operating and Maintenance Manual

52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them within 28 days from date of issue of certificate of completion.

52.2 If the Contractor does not supply the Drawings and/or manuals by the stipulated date or they do not receive the Engineer's approval, the Engineer shall withhold the amount equal to Rs. 5 lakhs from payments due to the Contractor.

53. Termination/Foreclosure

53.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

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

- a) the Contractor stops work 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 reconstitution 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 correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;

- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this paragraph, “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (For avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with Bidding Process, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- h) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process; if the Contractor has not completed at least thirty percent of the value of Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified; and
- j) any other fundamental breach as specified in the Contract Data.

53.3 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.

53.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

53.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible but in no case later than 7 days.

53.6 Foreclosure- NHAI may foreclose the contract before the expiry of the scheduled contract period on account of taking up the stretch for future development such as 6-laning or OMT of the highway or any such administrative decision by giving one months Notice.

54. Payment upon Termination / Foreclosure

54.1 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 the work done less

advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. 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.

55. Property

55.1 All Materials on the 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 fundamental breach of contract.

56. Release from Performance

56.1 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

57. Labour

57.1 The Contractor shall, make arrangements of his own cost and expenses for the engagement of all staff and labour, local or others; for their payment, housing, feeding and transport; and for compliance with various labour laws/ regulations.

57.2 The Contractor shall, as asked 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 the Site and such other information as the Engineer may require.

58. COMPLIANCE WITH LABOUR REGULATIONS

58.1 During the currency 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 notified already or that may be notified 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 below. 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 Engineer/Employer shall have the right to deduct any money due to the Contractor including from his performance security/ retention money. The Employer/Engineer 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. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

- 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 on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may 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 1951:** - 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 prescribed minimum (say 20) or more 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 the 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 prescribed minimum (say, 20) or more 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 prescribed minimum (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 Employers. 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 prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the 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 employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. 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 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 prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

59. Drawings and Photographs of the Works

59.1 The contractor shall do photography/videography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

59.2 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, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Employer in writing. No photographs/ Videography shall be published or otherwise circulated without the approval of the Employer in writing.

60. The Apprenticeship Act 1961

60.1 The Contractor shall duly comply with the provisions of the Apprenticeship 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.

ANNEX-I

ARBITRATION RULES OF SAROD

Rules

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2. Definitions
3. Notice, Calculation of Periods of Time
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5. Response by Respondent
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PREAMBLE

In order to seek speedy, affordable, just and reasonable Redressal of Dispute/Differences between NHAI and Concessionaire/Contractor arising out of and during the course of execution of various contracts, a Society for Affordable Redressal of Disputes (SAROD) has been formed as a Society under Societies Registration Act, 1860 with registration No.S/RS/SW/I044/2013. It has been formed by National Highways Authority of India (NHAI) and National Highways Builders Federation (NHBF) with founding members as mentioned in the Memorandum of Association of SAROD.

SAROD ARBITRATION RULES

Rule 1 - Scope of Application

- 1.1 Where any agreement, submission or reference provides for arbitration at the

Society for Affordable Redressal of Disputes (“SAROD”), or under the Arbitration Rules of the SAROD and where the case is a domestic arbitration shall be conducted in accordance with the following Rules, or such Rules as amended by the SAROD where the amendments take effect before the commencement of the Arbitration. Parties may adopt following clause for inclusion in the contract:-

“Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the rules of arbitration of the “SAROD” and the award made in pursuance thereof shall be final and binding on the parties subject to Provisions of The Arbitration and Conciliation Act, 1996”.

- 1.2 These rules shall come into effect from the day of approval by Governing Body of SAROD.

Rule 2 - Definitions

These Rules shall be referred to as “the SAROD Arbitration Rules”.

- 2.1 In these Rules:

“Act” means the ‘Arbitration and Conciliation Act 1996’ of India and any statutory modifications or re-enactments thereof.

“SAROD” means the Society for Affordable Redressal of Disputes.

“SAROD Arbitrator Panel” means the list of persons admitted to serve as arbitrators under these Rules.

“NHAI” means National Highways Authority of India.

“NHBFB” means the National Highways Builders Federation.

“GOVERNING BODY” means Governing Body of SAROD as defined in Article 9 of Memorandum of Association.

“PRESIDENT” means President of Governing Body of SAROD as defined in Rules & Regulation of SAROD

“SECRETARY” means Secretary of SAROD as defined in Rules & Regulation of SAROD.

“TRIBUNAL” means either a Sole Arbitrator or all arbitrators when more than one is appointed.

“PARTY” means a party to an arbitration agreement,

“E-Arbitration” means submission of pleadings, defence statement etc by E-mail and holding of proceedings via video conferencing.

Rule 3 - Notice, Calculation of periods of Time

- 3.1 For the purposes of these Rules, any notice, including a notification, communication

or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

3.2 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.

3.3 Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.

3.4 The transmission is deemed to have been received on the day of transmission.

Rule 4 - Commencement of Arbitration

4.1 Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Secretary and serve on the other party {"the Respondent"}, a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:

- a. a request that the dispute be referred to arbitration;
- b. the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute;
- c. a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a copy of the arbitration clause or arbitration agreement;
- d. a reference to the contract out of which the dispute arises and provide a copy of the contract where possible;
- e. a brief statement describing the nature and circumstances of the dispute;
- f. the relief or remedy sought, including the amount of claim if quantifiable at the time the Notice or Arbitration is filed;
- g. a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and
- h. the name of the Claimant's nominated arbitrator.

4.2 A filing fee of Rs. 10,000/- (Ten thousand) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration

4.3 The date of filing of the Notice of Arbitration with the Secretary is the date of commencement of the arbitration for the purpose of these Rules.

Rule 5 - Response by Respondent

- 5.1 Within 14 days of receipt of the Notice of Arbitration, the Respondent shall file with the Secretary and serve upon on the Claimant, a Response including
- a. A confirmation or denial of all or part of the claims;
 - b. Brief statement of the nature and circumstances of any envisaged counterclaims
 - c. A comment in response to any proposals contained in the Notice of Arbitration; and
 - d. The name of the respondent's nominated arbitrator.
- 5.2 A filing fee of Rs. 10,000/- or any amount decided by Governing Body from time to time is payable at the time of filing the Response.
- 5.3 In case parties have objection to the jurisdiction of Arbitral Tribunal, such objection shall be raised not later than 15 days of the commencement of Arbitration proceedings failing which it will be deemed that parties have waived their right to objection.

Rule 6 - Filing of Case Statements

- 6.1 Within 30 days after the filing of the Notice of Arbitration, the claimant must file with the Secretary and serve on the Respondent, a Statement of Claimant's Case along with all documents to be relied upon by the Claimant.
- 6.2 Within 30 days after the service of the statement of Claimant's Case, the Respondent must file with the Secretary and serve on the Claimant, a statement of respondent's defense and counterclaim (if any) alongwith all documents to be relied upon by the Respondent.
- 6.3 Within 30 days after the service of the statement of Respondent's defense, if the Claimant intends to challenge anything in the statement of Respondent's defense and/or counterclaim, the Claimant must then file with the Secretary and serve on the Respondent, a statement of claimant's reply and if necessary, defense to counterclaim.
- 6.4 No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Secretary.
- 6.5 The Tribunal or if a Tribunal has not been appointed, the Secretary, may upon the written application of a party, extend the time limits provided under this Rule,
- 6.6 The party required to file a case statement must at the same time deposit with the Secretary for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of arbitrators constituting or who will constitute the Tribunal.

Rule 7 - Contents of Case Statements

- 7.1 The case statements must contain the detailed particulars of the party's claim, defence or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.
- 7.2 It must:
- a. Set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations.
 - b. State fully its reasons for denying any allegation or statement of the other party.
 - c. State fully its own version of events if a party intends to put forward a version of events different from that given by the other party.
- 7.3 A case statement must be signed by or on behalf of the party making it.

Rule 8 - Default in Filing and Serving Case Statements

- 8.1 If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal or by the Secretary, to submit its Statement of Case, the Tribunal or if a Tribunal has not been appointed, the Governing Body may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.
- 8.2 If the Respondent fails to submit a Statement of Respondent's Defense, the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 9 - Further Written Statements

- 9.1 The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.
- 9.2 All such further statements must be given to the Tribunal, filed with the Secretary and served on the Claimant or Respondent, whichever is applicable.

Rule 10 - SAROD to Provide Assistance

- 10.1 At the request of the Tribunal or either party, the Secretary will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation of these rules.
- 10.2 Any additional expenses incurred or to be incurred for any such arrangements shall be borne by the parties.

Rule 11 - Appointment of Tribunal

- 11.1 The disputes shall be decided by a Sole Arbitrator when the total claim of dispute is Rs. 3 Crores or less.
- 11.2 In all cases of disputes claimed for more than Rs. 3 Crores, the tribunal shall consist

of odd number of Arbitrators to be nominated by the parties. The Presiding Arbitrator shall be appointed by the Arbitrators nominated by the parties from amongst the panel maintained by SAROD. For deciding the Presiding Arbitrator, a draw of lots can be carried out from amongst the names suggested by the Arbitrators nominated by the Parties, The eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.

- 11.3 If a Sole Arbitrator is to be appointed, the Governing Body will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defence and Counterclaim (if any) is filed or falls due, whichever is earlier. The Governing Body will appoint the Arbitrator from the panel of Arbitrators by draw of lots,
- 11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD Arbitration Panel as at the date of the appointment,
- 11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be by a draw of lots.

Rule 12 - Multiparty appointment of the Tribunal

- 12.1 If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for appointing the Tribunal within 21 days of the receipt of the Notice of Arbitration.
- 12.2 If the parties are unable to do so, upon the lapse of the 21 day time period mentioned herein, the Tribunal shall be appointed by the Governing Body as soon as practicable.

Rule 13 - Appointment of Substitute Arbitrator

In the event of the death or resignation of any of the arbitrators, a substitute arbitrator must be appointed by the same procedure as in Rule 11 by which the arbitrator concerned was appointed, failing which, the Governing Body will make the appointment.

Rule 14 - Independence and Impartiality of the Tribunal

- 14.1 The Tribunal conducting arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
- 14.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 14.3 An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 14.2 to the Secretary and/ or to all parties.

Rule 15 - Code of Ethics for Arbitrators

An Arbitrator is a fountain of justice and emblem of equity, fairness and good conscience. Therefore he/she is expected to exhibit a noble conduct. The code of conduct prescribed by the Governing Body has to be adopted.

Appointment

15.1 A prospective arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he has an adequate knowledge of the language of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect,

15.2 In this code, the masculine includes the feminine.

Disclosure

15.3 A prospective arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue thorough out the arbitral proceedings with regard to new facts and circumstances.

15.4 A prospective arbitrator shall disclose to the Secretary and any party who approaches him for a possible appointment:

- (a) Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;
- (b) The extent of any prior knowledge he may have of the dispute.

Bias

15.5 The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when an arbitrator favours one of the parties or where he is prejudiced in relation to the subject matter of the dispute. Dependence arises from relationships between an arbitrator and one of the parties, or with someone closely connected with one of the parties.

15.6 Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective arbitrator's judgment. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.

Communications

15.7 Before accepting an appointment, an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period

required for the arbitration.

- 15.8 No arbitrator shall confer with any of the parties or their Counsel until after the Secretary gives notice of the formation of the Tribunal to the parties.
- 15.9 Throughout the arbitral proceedings, an arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.

Fees

- 15.10 In accepting an appointment, an arbitrator agrees to the remuneration as prescribed in the rules of SAROD, and he shall make no unilateral arrangements with any of the parties or their Counsel for any additional fees or expenses without the agreement of all the parties and the consent of the Secretary of SAROD.

Conduct

- 15.11 Once the arbitration proceedings commence, the arbitrator shall acquaint himself with all the facts and arguments presented and all discussions relative to the proceedings so that he may properly understand the dispute.

Confidentiality

- 15.12 The arbitration proceedings shall remain confidential. An arbitrator is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- 15.13 This Code is not intended to provide grounds for the setting aside of any award.

Rule 16 - Challenge of Arbitrators

- 16.1 An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence and also if he or she has committed any misconduct.
- 16.2 An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties,
- 16.3 A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.
- 16.4 A party who intends to challenge an arbitrator shall file with the Secretary and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.
- 16.5 The Notice of challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.

- 16.6 The Notice of Challenge must state the reasons for the challenge.
- 16.7 The arbitration shall be suspended until the challenge is resolved or decided upon.
- 16.8 When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute arbitrator.

Rule 17 - Decision on Challenge

- 17.1 If the other party does not agree to the challenge and the arbitrator does not withdraw, the decision on the challenge will be made by the Governing Body.
- 17.2 If the Governing Body sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 11 read with Rule 13. If the Governing Body dismisses the challenge, the arbitrator shall continue with the arbitration.

Rule 18 - Removal of the Tribunal

- 18.1 The Governing Body may on the application of a party remove an arbitrator:
 - a. Who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
 - b. Who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.
 - c. Who has continuously absented from attending the proceedings for more than 3 sitting without prior permission of Presiding Arbitrator /Governing Body of SAROD.
- 18.2 The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.
- 18.3 Upon the removal of the arbitrator, a substitute arbitrator shall be appointed in accordance with Rule 11 read with Rule 13.
- 18.4 The Governing Body's decision on the application is final and is not subject to appeal or review.

Rule 19 - Re-hearing in the Event of Replacement of the Tribunal

If the sole or presiding Arbitrator is replaced, there shall be a re-hearing. If any other arbitrator is replaced, such re-hearing may take place at the discretion of the Tribunal.

Rule 20 - Jurisdiction of the Tribunal

- 20.1 The Tribunal shall have the power to rule on its own jurisdiction, including any

- objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.
- 20.2 The plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the appointment of an arbitrator.
- 20.3 The Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.
- 20.4 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed with the arbitration not with sanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

Rule 21 - Fees of SAROD and Arbitral Tribunal

Fee Schedule

Registration Fee (Non - Refundable): Rs, 10,000/- or any amount fixed by Governing Body from time to time. The Schedule of Fees and allied expenditure shall be decided by Governing Body.

Rule 22- Transmission of File to the Tribunal

- 22.1 The Secretary shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements.
- 22.2 The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Rule 23 - Judicial Seat of Arbitration

- 23.1 Unless otherwise agreed by the parties, the judicial seat of arbitration shall be New Delhi.
- 23.2 Notwithstanding Rule 22.1 and 22.2, the Tribunal may, unless otherwise agreed by

the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

Rule 24 - Language of Arbitration

The language of arbitrators shall be English. In case of material existing are in any other language, other than English the same has to be translated to English language.

Rule 25 - Conduct of the Proceedings

The Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute. The proceedings shall be conducted from 10.AM to 5PM with a recess of one hour.

Rule 26 - Communication between Parties and the Tribunal

- 26.1 Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case may be.
- 26.2 Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.
- 26.3 The address of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.
- 26.4 A copy of correspondence between the parties and the Tribunal shall be sent to the Secretary.

Rule 27 - Party Representatives

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives must be notified to the other party or parties. In case one party is represented by non-legal person, another party will also be represented by non-legal person so as to maintain natural justice.

Rule 28 - Hearings

- 28.1 Unless the parties have agreed on documents-only arbitration, the tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.
- 28.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitrations on the first hearing, and complete time table pertaining to all the activities of the Arbitration e.g. submission of statement of claim, reply, counter claim, reply therein, admission and denial of documents, visit/inspection of site if any. The tribunal shall stick to the time table with without any deviations unless there are unavoidable circumstances warranting such deviation which will be with

the prior permission of the tribunal.

- 28.3 Prior to the hearing, the Tribunal may provide the Parties with matters or questions to which it wishes them to give special consideration.
- 28.4 In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.
- 28.5 All meetings and hearing shall be in private unless the parties agree otherwise.

Rule 29 - Documents Only Arbitration

- 29.1 The Disputes may be decided without an oral hearing if it is so agreed by the parties.
- 29.2.1 Where the parties agree to dispense with oral hearing, the Tribunal must be promptly informed by either of the parties, as soon as is practicable. The Tribunal must also be promptly informed it, at a later stage, the parties or either of them intends to apply for an oral hearing.
- 29.2.2 Parties may seek discovery of documents if they are not satisfied with existence of documents annexed with statement of claim, reply and counter claim by giving self-contained request to the Tribunal justifying the necessity for such documents. Decision of tribunal shall be final and binding upon the parties.

Rule 30 - Witnesses

- 30.1 The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call and reasons for legal necessity of such witness.
- 30.2 No party shall call any expert witness without the leave of the Tribunal.
- 30.3 Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal,
- 30.4 A Witness may be required by the Tribunal to testify under oath or affirmation.
- 30.5 Subject to such order or direction which the Tribunal may make, the testimony of witness may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits,
- 30.6 Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether,
- 30.7 The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

Rule 31 - Experts Appointed by the Tribunal

- 31.1 Unless otherwise agreed by the parties, the Tribunal may:
 - a. Appoint one or more experts to report the Tribunal on specific issues;

- b. Require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.
- 31.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal deem it fit, the expert shall, after delivery of his written or oral report, participate in an oral hearing, at which the parties may question him and present expert witnesses in order to testify on the points at issue.
- 31.3 Rule 30.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

Rule 32 - Rules applicable to substance of dispute- (1) where the place of arbitration is situated in India,

- 32.1 In an arbitration, the arbitral tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India;

Rule 33 - Closure of Hearing

- 33.1 The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submission to make and, if there are none, declare the hearing closed.
- 33.2 The Tribunal may also, in view of exceptional circumstance, reopen the hearings at any time before the award is made.

Rule 34 - Additional Powers of the Tribunal

- 34.1 In addition to the powers conferred by the Act, the Tribunal shall also have the power to:-
 - a. Allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
 - b. Extend or abbreviate any time limits provided by these Rules;
 - c. Conduct such enquires as may appear to the Tribunal to be necessary or expedient;
 - d. Order the parties to make any property or thing available for inspection
 - e. Order any parties to produce to the Tribunal, and to the other parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Tribunal determines to be relevant;
 - f. Make orders or give directions to any party for interrogatories;
 - g. Make orders or give directions to any party for an interim injunction or any other interim measure;
 - h. Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is

applicable or these Rules.

- 34.2 If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

Rule 35 - Deposits to Costs and Expenses

- 35.1 The Tribunal's fees and SAROD administration fees shall be ascertained in accordance with the Schedule of Fees in Force at the time of commencement of the arbitration.
- 35.2 The Claimant shall deposit with the SAROD half of the fees payable at the time of filing of the Statement of Case. The Respondent shall deposit with the SAROD one-half of the fees payable at the time of filing the Statement of Respondent's Defence and Counterclaim (if any). The balance of fees payable shall be paid 60 days before the date of the final hearing or on such other date that the Secretary may direct.
- 35.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Secretary will make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available. If the arbitration is settled or disposed of without a hearing, the amount of the Tribunal's fees and SAROD administration fees shall be finally determined by the Secretary who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of.
- 35.4 The Secretary may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.
- 35.5 All deposit(s) shall be made to and held by the SAROD. Any interest which may accrue on such deposit(s) shall be retained by the SAROD.
- 35.6 If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine claims or counterclaims by any party who has complied with orders.
- 35.7 The parties shall remain jointly and severally liable to the SAROD for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

Rule 36 - Decision Making by the Tribunal

- 36.1 Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.
- 36.2 If there is no unanimity, the same shall be made by the majority arbitrators as well as by the dissenting Arbitrator alone as if acting as a sole arbitrator.

- 36.3 However, in the case of a three-member Tribunal the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

Rule 37 - The Award

- 37.1 It will be mandatory for the parties to submit written synopsis of their arguments respectively which will form part of the arbitral proceedings.
- 37.2 The Tribunal shall assemble at the assigned place in SAROD and shall exercise utmost secrecy and confidentiality in writing the award,
- 37.3 Unless the Secretary extends the time or the parties agree otherwise, the Tribunal shall make its Award in writing within 30 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and shall be signed by the arbitrator or arbitrators.
- 37.4 The Tribunal may make interim awards or separate awards on different issues at different times.
- 37.5 All Awards must be submitted by the Tribunal to the Secretary and they shall be issued through the Secretary.
- 37.6 The Tribunal must deliver to the Secretary number of originals of the award sufficient for the parties and for filing with the Secretary.
- 37.7 The Secretary shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Tribunal and to the SAROD.
- 37.8 By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.
- 37.9 Stamp duty on award shall be payable by the party in whose favor the award has been pronounced.

Rule 38 - Additional Award

- 38.1 Within 30 days after the receipt of the award, either party, with notice to the Secretary or the other party may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
- 38.2 If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 30 days after the receipt of the request.

Rule 39 - Correction of Awards

- 39.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Secretary and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical

or typographical errors or any errors of similar nature.

- 39.2 If the Tribunal considers the request to be justified, it shall make the corrections) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.
- 39.3 The Tribunal may correct any error of the type referred to in Rule 37.1 on its own initiative within 30 days of the date of the Award.

Rule 40 - Settlement

- 40.1 If, the parties arrived at amicable settlement of the dispute during the currency proceedings, the parties shall file memo of settlement before the tribunal who shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award,
- 40.2 The Parties shall:
- a. Notify the Tribunal and the Secretary immediately if the arbitration is settled or otherwise terminated:
 - b. Make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the SAROD and the Tribunal.
- 40.3 If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 38.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless party raises justifiable grounds for objection.
- 40.4 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties through the Secretary.

Rule 41 - Interest

The Tribunal may award interest on any sum awarded at such rate as applicable in fixed deposits of Sate Bank of India in respect of such periods ending not later than the date of the award as the Tribunal considers just.

Rule 42 - Costs

- 42.1 The Tribunal shall specify in the final award, the costs of the arbitrations and decide which party shall bear them and in what proportion they shall be borne.
- 42.2 In this Rule, “costs of the arbitration” shall include:
- a. The fees and expenses of the Tribunal and the administration fees of the SAROD as determined by the Secretary in accordance with the Schedule of Fees;
 - b. The costs of tribunal appointed experts or of other assistance rendered: and

- c. All expenses which are reasonably incurred by the SAROD in connection with the arbitration.
- 42.3 The Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc) of one party shall be paid by the other party.

Rule 43 - Waiver

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing to such non-compliance shall be deemed to have waived its right to object.

Rule 44 - Exclusion of Liability

- 44.1 The Tribunal, the President, the SAROD and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules,
- 44.2 After the Award as been made and the possibilities of corrections and additional Awards have lapsed or been exhausted, neither the Tribunal nor the President shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the President or the SAROD and any of its officers a witness in any legal proceedings arising out of the arbitration.

Rule 45 - General Provisions

- 45.1 In all matters not expressly provided for in these Rules, the President, the Secretary and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.
- 45.2 The Secretary may from time to time issue Practice Notes on the implementation of these Rules.

Rule 46 - Amendment to Rules

These Rules may from time to time be amended by the Governing Body of SAROD.

Contract Data

Clause Reference

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

1.1

1. The Employer is [Cl.1.1]
Chairman, NHAI
Address: G-5 & 6, Sector-10, Dwarka, New Delhi
Name of authorized Representative: (Will be intimated later)
2. The Engineer is: Will be intimated later).
Designation:
Address: [Cl.1.1]
3. The Intended Completion Date for the whole of the Works is **04 months**
from start date. [Cl.1.1, 17&28]
4. The Site is located in selected stretches of Balance work executed in Panikoili-Rimuli section of NH-20. [Cl.1.1]
5. The Start Date shall be within 1 day after the date of issue of the Notice to proceed with the work. [Cl.1.1]

1. (a) The name and identification number of the Contract

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.

- (b) The Scope of Work includes Milling, Laying of GSB, WMM, DBM, BC, Road marking, road studs, subgrade work, laying of kerb and other miscellaneous / associated works.

The duration of the work is 04 months. [Cl.1.1]

- 3.1 (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
- (b) The language of the Contract documents is English [Cl.3.1]

7.1 The limit of subcontracting is 0% of initial contract price [Cl.7.1]

8.1 **Schedule of Other Contractor -** [Cl 8.1]

Completion of Balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha- M/s. ARSS-SCPL(JV)

13.1. Amount for insurance are: [Cl.13.1]

- a) Rupees equivalent to Contract price.
- b) Rupees equivalent to 5% of Contract price.
- c) Rupees equivalent to 5% of contract price
- d) Rupees 20 lakhs for multiple incidents.

And deductible as per premium rate.

14.1 Site Investigation Report - NIL [Cl 14.1]

27.1. (A) The period for submission of the programme for approval of Engineer shall be 2 days from the issue of Letter of Commencement. [Cl.27.1]

- (B). (a) Identified indented work
 - (1) Weekly Indent, Monthly Indent,-
3 days before start of week; 7 days before start of month.
 - (2) Emergent Indents - Within 24 hours

27.3 Amount to be withheld for delays in submission of updated programme: 1% of value of work corresponding to the updated programme.

32 The Defect Liability Period will be 3 years.

37.3 Tender premium/discount shall be applied on both BOQ & Non BOQ items.

45.1 (a) Amount of liquidated damages for delay in completion of works rounded	For identified Indented work 0.1 percent of the Indented value,
	Rounded off to the nearest thousand, per day with the minimum of Rs. 10,000/- per day
(b) Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the Initial Contract Price rounded off to the nearest thousand

[Cl.45.1]

47.1. 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. 47.1]

53.2 (j) Other fundamental breach is that the contractor has failed to complete 75% of value of indented work in any 3 indents issued by the Engineer.

[Cl 53.2 (j)]

54.1. The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.

[Cl.54.1]

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.

(SECTION-III)
SCOPE OF WORK

SCOPE OF WORK

6.1 General (in case of urgent repair work)

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.

The Scope of Work includes Milling, Laying of GSB, WMM, DBM, BC, Road marking, road studs, subgrade work, laying of kerb and other miscellaneous / associated works.

Road Maintenance

The Contractor shall be required to submit the Maintenance Reports for each component of the works.

The Contractor shall be required to utilise mechanised equipment and methods to perform these obligations.

6.2.1 DELETED

6.3 Road property management

Deleted

6.4 Incident Management

Deleted

6.6 Inspection

Deleted

6.6.1 Daily followed by weekly and monthly Inspections

- Deleted

6.6.2 Quarterly Inspections

Items to be inspected at quarterly intervals shall include :

6.7. Repairs

Deleted

6.8 PERFORMANCE STANDARDS

Deleted

6.8.2. Performance Standards for Drainage System

Deleted

6.8.3. Performance Standards for Operations

Deleted

6.9 Performance Standards

Deleted

6.10 Performance standard

Deleted

6.11 Performance standard for “Removal of rank vegetation / weeds / etc.

Deleted

6.12 ADDITIONAL MAINTENANCE STANDARDS

6.12.1.3 Measurements for Payment

Deleted

6.12.2.1. Scope

Deleted

6.12.2.3 Methods, Tools and Equipment

Deleted

6.12.2.4 Measurements for Pavement

Deleted

6.12.2.5Rate

Deleted

6.12.3 Maintenance standard for routine maintenance of road signs and delineators, kerbs

Deleted

6.12.3.1 Scope

Deleted

6.12.3.2 Methods, Tools & Equipment

Deleted

6.12.4 Maintenance standard for replacing road signs, delineators mounted on single post/multiple posts

6.12.4.1 Deleted

6.13 Monitoring

Deleted

6.14 Deleted

6.15 Deleted

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.



(SECTION-IV)

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

7.1 PREAMBLE:

The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified.

7.2 GENERAL REQUIREMENTS

The Technical Specifications in accordance with which the entire work described hereinafter shall be executed and completed by the Contractor shall comprise of the following:

7.2.1 PART - I - GENERAL TECHNICAL SPECIFICATIONS

The General Technical Specifications shall be the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (FIFTH REVISION, April 2013) issued by the Ministry of Road Transport & Highways, Government of India and published by the Indian Roads Congress, hereinafter referred to as MORT&H Specifications and any amendment issued therefore from time to time.

PART - II - SUPPLEMENTARY TECHNICAL SPECIFICATIONS

When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.

In so far Amended/Modified/Added Clause may come in conflict or be inconsistent with any of the provisions of the MOST Specifications under reference, the Amended/Modified/Added clause and the additional specifications shall always prevail.

7.2.2 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order, Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha.

(SECTION-V)

**IMPLEMENTATION MANUAL AND
MAINTENANCE INTERVENTION LEVELS**

SECTION - V

IMPLEMENTATION MANUAL AND MAINTENANCE INTERVENTION LEVEL

8.1 Introduction

8.1.1 Maintenance & Rehabilitation work of highway through one agency is the work of typical nature, which shall continue up to the expiry of base period specified in the contract (excluding defect liability period). These works need attention, efficiency, continuous monitoring and responsive management. This implementation manual spells out detailed guide-lines for implementing the maintenance programme successfully, defining the various activities to be accomplished by the Employer and the Contractor.

8.2 Maintenance Procedures

Deleted

8.3 Maintenance Programme Planning

Deleted

8.4 Resource Estimation

8.4.1 The Engineer shall workout the yearly requirement of funds based on unit prices rates quoted by Contractor and quantities of various items proposed to be executed. A tentative programme shall be drawn on the basis of resources available with the contractor at different times of maintenance period including available establishment, equipment and labour availability with him. Cash flow available with the contractor shall also be basic input to determine proposed maintenance programme.

8.5 Identification of Priorities

8.5.1 The Engineer shall work out order of priority, judiciously in order that jobs that have the stronger claim or resources placed ahead of the list and those having least claim are placed at the end.

8.5.2 The maintenance activities by order of importance shall be reckoned in the following order or as deemed proper by Engineer:

- a. Urgent Works: Emergency repairs, removal of road blockade, repair to road breach, removal of accidental vehicles and dead animals, immediate repairs to CD works.
- b. Recurrent Works: Blading and grading of unpaved surface, spot gravelling of unpaved surfaces, clearing of drains before rains, patch repair, local sealing and repair to pot holes.
- c. Periodic Works: Re-gravelling shoulders, major repair to defective carriageway, road surface markings resealing and repair to CD works.
- d. Other Periodic Works: Laying overlays and reconstruction

8.5.3 The activities mentioned under Routine Maintenance shall be carried out on continuous basis as does not fall in order of priority.

8.5.4 Seasonal variation in the year shall also be influencing factor to decide order of priority of maintenance works.

8.6 Work Scheduling

8.6.1

8.6.2 Scrutinized work proposals shall be negotiated by the Engineer with Contractor for quantity and time to complete those particular activities and accordingly they shall be classified into two groups:

Group - I: Works of short duration of completion (up to 2 months)

Group - II: Works of larger duration of Completion (more than 2 months)

8.6.3 For works under Group I, quarterly indents shall be issued and for works classified under Group 2, bi-annual indents shall be issued by the Engineer. These indents shall mean to identify, quantity the various works which contractor is expected to execute on his unit rates quoted by him at specified locations within the time period assigned in the indents. Each indent shall be treated as part of the work for which contractor has submitted Bids. The terms & conditions applicable in bid document shall also be applicable to these indented works.

8.6.4 In case of urgency requiring immediate actions to remove road blockade, to construct temporary diversion or urgent preventive measures to reduce extent of expected damages or to make precautionary arrangements to handle emergencies,. Engineer shall issue interim indents for such works / arrangements to be complied with by the contractor in responsible manner without loss of time.

8.6.5 The price of any such work which are not covered with items mentioned in price bid, the rates and prices in the contract shall be used as the basis for valuation of reasonable rates, failing which after due consultation by the Engineer with the Employer and the Contractor; suitable rates or prices shall be decided by the Engineer with the approval of Employer.

8.7 Work Management

8.7.1 The success of Contract maintenance system lies with good work management. The contractor shall draw activities which shall be accomplished by in house crew and portion of the work to be accomplished with sub contractors.

8.7.4 The contractor can also consider to introduce communication system (like mobile, etc). on the Highway for better and efficient management of site.

8.8 Work Control & Quality Assurance

8.8.3 In- process inspections shall be carried out by the Engineer to witness and / or to verify the quality / quantity of work, when activity is in process with aim to judge justification of payment. Engineer shall carry out

end product inspections after completion of the activity to provide satisfactory evidence about acceptability of the contractors work.

8.8.4 The results of in process inspections, end product inspections and quality control tests shall form basis of acceptance of completed works and issuance of Non Conformance Report (NCR). Items of Works or unit of material or the end product do not meet the specifications / standards shall be identified by “Non-Conformance-Report” and can become basis of rejection of work on establishing the authorized disposition.

8.8.5 Non Conformance Report: Defective or uncompleted work shall not be paid. Such work shall also be notified to the Contractor within 10 days of submission of bill through non-conformance report (NCR). The NCR shall clearly identify the item of work that is non - conforming either to specification or to a specific requirement in the contract document. Once NCR is identified, it shall be evaluated and of the dispositions would be established.

- a. “Do” Identifies the work which has not been done at all at site within specified time limit. An NCR issued with “Do” disposition for the work should immediately be undertaken by contractor.
- b. “Re-Do” Identified the work, that is non conforming of all quality aspects. Such works be totally removed & redone.
- c. “Re-work” Requires part of particular item identified in this category be reworked to bring it to the quality required.
- d. “Use-as-is” Applied where Engineer accepts work “as-is” notwithstanding the fact that it does not exactly conform to the contract requirements. This work shall be accepted only for agreed reduced rates with respect to unit rates quoted in financial bid by the contractor otherwise shall be re-classified under disposition “Do” or “Re-Do”.

8.9 Payment Procedures

8.9.1 The contractor shall submit to the Engineer after the end of each month bill in two copies, each signed by authorized contractor’s representative in standard format, showing the amounts to which the contractor considered himself to be entitled up to the end of the month. These bills should be prepared each indent wise.

- The Engineer after scrutiny of the bills shall certify and recommend the payments for completed accepted works within 14 days of presentation of bill to him to the employer subject to deductions as per bid documents.

- The employer shall pay the amount due to the Contractor under certificate and recommendations by the Engineer within 28 days after it has been delivered to the Employer.

8.10 Records & Documentation

Section-VI

Forms of Bank Guarantees, LOA & Agreement

Bank Guarantee for Bid Security

BG No-----

Dated:

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi-1100375 (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assign) having agreed to receive the BID of ----- and having its registered office at----- (hereinafter referred to as the "Bidder which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the <Name of the Project> (hereinafter referred to as "the Project") pursuant to the Bidding Document dated----- issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at----- and one of its branches at----- (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 17.1 of Section -I (ITB). irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the Bidding Documents) by the said bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs***** (Rupees----- only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the doc and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees *****Only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days of for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDS or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said, Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder of any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs ***** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 180 days after the BID Due Date)).

14. This guarantee shall also be operatable at our -----Branch at **Bhubaneswar**, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The guarantor /bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, details of which is as under:

Account Number	80071010002228
IFSC Code	CNRB0018007
Name of the Branch	Canara Bank (erstwhile Syndicate Bank), Nayapalli, Bhubaneswar
Name of the Beneficiary	National Highways Authority of India, Bhubaneswar

Signed and Delivered by ----- Bank.

By the hand of Mr / Ms-----, its----- and authorised official.

(Signature of the Authorised Signatory)
(Official- Seal)

Surety Bond for Bid Security

S.B. No.-----

Dated-----

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi-110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of and having its registered office at(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the <Name of the Project (hereinafter referred to as "the Project") pursuant to the Bidding Document dated issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office and one of its branches at. (hereinafter referred to as the "Surety Insurer "), at the request of the Bidder, do hereby in terms of clause 17.1 of Section 1 (ITB), irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the Bidding Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *(Rupees ***only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ** (Rupees **only).
4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety, Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. ** (Rupees ** only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before [**** (indicate date falling 180 days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our----- branch at Bhubaneswar, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ----- Company.

By the hand of Mr/ Mrs----- its----- and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

Amount of Bid Security in Figures and words in accordance with sub clause 17.1 of Instructions to Bidders (Section I Volume-I)

(Performance Security / Additional Performance Security)

To

**General Manager (Tech)
National Highways Authority of India
G5 & 6, Sector - 10, Dwarka
New Delhi - 110075**

WHEREAS..... (Name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. Dated for <Name of the Project> (Hereinafter called "the contract").

AND WHEREAS the Contract requires the Contractor to furnish the Performance Security/ Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Contract Period/Construction Period/Defects Liability Period and Maintenance Period) in a sum of Rs..... Cr. (Rupees ----- Cr.) (the "**Guarantee Amount**").

AND WHEREAS we----- through our branch at----- the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Contract Period/ Construction Period/Defects Liability Period and Maintenance Period) under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manager, National Highways Authority of India, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute, between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effort in this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the Liability of the Bank under this Guarantee, to vary in any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postponed for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released front its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance mad/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Hank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ***** Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned his full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof

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

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph i above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

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

13. This guarantee shall also be operatable at our----- Branch at **Bhubaneswar**, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NIIAL, details of which is as under:

Account Number	80071010002228
IFSC Code	CNRB0018007
Name of the Branch	Canara Bank (erstwhile Syndicate Bank), Nayapalli, Bhubaneswar
Name of the Beneficiary	National Highways Authority of India, Bhubaneswar

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

Signed, Sealed and Delivered
For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Form of Surety Bond (Performance Security / Additional Performance Security)

To

**General Manager (Tech)
National Highways Authority of India
G5 & 6, Sector - 10, Dwarka
New Delhi - 110075**

WHEREAS..... (Name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. Dated for <Name of the Project> (Hereinafter called "the contract").

AND WHEREAS the Contract requires the Contractor to furnish the Performance Security/ Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Contract Period/Construction Period/Defects Liability Period and Maintenance Period) in a sum of Rs..... Cr. (Rupees ----- Cr.) (the "**Surety Bond Amount**").

AND WHEREAS we----- through our branch at----- the "**Surety Insurer**") have agreed to furnish this **Surety Bond** by way of Performance Security.

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

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Contract Period/ Construction Period/Defects Liability Period and Maintenance Period) under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the **Surety Insurer** Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of General Manager, National Highways Authority of India, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the Authority and the Contractor, or any dispute, between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effort in this **Surety Insurer**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**, whether by affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.
4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the **Surety Insurer** its demand under this **Surety Bond**.
5. The Authority shall have the liberty, without affecting in any manner the Liability of the **Surety Insurer** under this **Surety Bond**, to vary in any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postponed for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the **Surety Insurer** shall not be released front its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.
6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance mad/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Insurer** Amount and this **Surety Insurer** will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Hank under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.
8. The **Surety Bond** shall cease to be in force and effect on ***** Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.
9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the undersigned his full powers to do so on behalf of the **Surety Insurer**.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the

time when it ought to have been delivered in due course of post and in proving such notices, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph i above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This **Surety Bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. This **Surety Bond** shall also be operatable at our----- Branch at **Bhubaneswar**, from whom, confirmation regarding the issue of this **Surety Bond** or extension / renewal thereof shall be made available on demand. In the contingency of this **Surety Bond** being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

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

Signed, Sealed and Delivered

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

FORM OF LETTER OF APPLICATION

To

**Chairman
National Highways Authority of India
G5 & 6, Sector - 10
Dwarka
New Delhi - 110075**

DESCRIPTION OF WORKS: Rectification work of the distressed stretches at Risk and Cost of the Contractor of Completion of balance work of 4 laning of Panikoili- Rimuli section of NH 215 (New NH-20) from 0.000 km to 166.000 km (Design chainage from 0.000 km to 166.173 km) on single percentage item rate contract in the State of Odisha-Reg

Dear Sir,

Having examined the Bid Document, Instruction to Bidders Qualification Information, Scope of works, etc. for the subject work. We, hereby submit our bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. We undersigned accept that NHAI reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

(Authorized Signatory)
For and on behalf of M/s_____

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub.: Name of Work

Sir,

Based on your bid submitted on in compliance of bidding document of NHAI for execution of the work of , it is hereby notified that your bid for a contract price of **Rs..... (Rupees in words.....)** has been accepted for and on behalf of NHAI

You are hereby requested to furnish Performance Security in the form detailed in para. 33.2 of ITB for an amount equivalent to **Rs..... (Rupees in words.....)** within 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause-.33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)
General Manager

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 2025 _____ between the National Highways Authority of India, Bhubaneswar (hereinafter called “the Employer” of the one part and _____ (here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz.....

AND WHEREAS pursuant to the bid submitted by the Contractor, vide _____ (here in after referred to as the “BID” or “OFFER”) for the execution of works, the Employer by his letter of acceptance dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated _____ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause 33 of the instructions to bidders (Section-I).

NOW THIS AGREEMENT WITNESSETH as follows:

2. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;
3. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Contractor's Bid including Financial Bid Form,
 - (d) Contract Data,
 - (e) Conditions of Contract
 - (f) Technical Specifications,
 - (g) Drawings, if any
 - (h) Implementation Manual and Maintenance Intervention Level
 - (i) Scope of Work
 - (j) Bill of Quantities, and
 - (k) Any other document listed in the Contract Data.

4. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
5. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
6. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

Binding Signature of Employer _____

For and on behalf of National Highways Authority of India, New Delhi - 110 075

Binding Signature of Contractor _____

For and on behalf of M/s. _____

In the presence of

1. Name:
Address:

2. Name:
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address: