



**National Highways Authority of India
(Ministry of Road Transport & Highways)**

Tender for

Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016.

(Technical Bid)

Volume-I

Plot No. G-5 & 6, Sector - 10, Dwarka, New Delhi - 110075

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SECTION-I

Notice Inviting Tender

(National Competitive Bidding through E-tendering mode only)

No. ADMIN-12015/2/2026-Estate Division /Eoffice File No. 305159

27th April, 2026

The National Highways Authority of India (NHAI) hereby invites item rate bid through E-tendering from experienced firms / organizations for the following work.

Sl. No.	Name of Work	Estimated cost (including of all taxes)	Earnest money
1.	Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016.	₹ 9,99,62,227/-	₹ 19,99,245/-

Bid Security / EMD : ₹ 19,99,245/-
Cost of Bid Documents (Non-Refundable) : ₹ 1,000/-

The preliminary requirements (detailed requirements are given in the Bid Document) of bidding firm / Contractor for above packages are mentioned as under: -

EMD / Bid Security (₹)	Average Turnover during last 3 years (₹)	Work of similar nature during last 7 years	Time period
₹ 19,99,245/-	₹ 2,99,88,668/-	One work of not less than ₹ 7,99,00,000/- OR Two works of each not less than ₹ 4,99,00,000/- OR Three works of each not less than ₹ 3,99,00,000/-	12 Months

The Scope of Work is as per Section-VI and BOQ.

To participate in the e-bid, it is mandatory for the applicants to get themselves registered with the NHAI E-tendering Portal (<http://etenders.gov.in>) free of cost.

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

Detailed tender document can be viewed from e-tender portal of NHAI www.nhai.org and www.nhai.gov.in or <http://etenders.gov.in> from **27.04.2026 to 28.05.2026** (11:00 hrs).

The complete bid Document can be downloaded from the NHAI E-tendering portal free of cost. To participate for bidding, bidders have to pay a non-refundable document fee to National Highway Authority of India. The Bidders shall also make online payment towards cost of tender document for **Rs. 1,000/- (Rupees One Thousand only)** in Authority's designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

The amendments / clarifications to the bid document if any will be hosted on the above website.

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

The last date for online submission of the **Bid 28.05.2026 upto 11:00 Hrs** (as mentioned on the e-portal only) ("**Bid Due Date**"). The last date for physical submission of Technical Bid is **29.05.2026 upto 11:00 Hrs** at NHAI HQ, G-5&6, Sector-10, Dwarka, New Delhi.

The technical bids submitted through online on e-tender portal would be opened on **29.05.2026 at 11:30 Hrs** at NHAI HQ, G-5&6, Sector-10, Dwarka, New Delhi. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letterhead of the bidder, at the time of opening of bids as mentioned above.

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

Estate Officer/ GM (T)
National Highway Authority of India
G5 & 6, Sector-10, Dwarka
New Delhi-110075
Tele: 25074100 Ext. No. 1132/2468
E-mail: ajaygupta@nhai.org;

PROCEDURE FOR E -TENDERING

SECTION-II

PROCEDURE FOR E-TENDERING

1. Accessing / Purchasing of bid documents

- (i) It is mandatory for all the 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 (www.cca.gov.in) to Participate in E-tendering of NHAI.
- (ii) To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NHAI E-tendering Portal (<http://etenders.gov.in>) free of cost.
- (iii) All profile activations will be done only during NHAI working days.
- (iv) The tender can be viewed / downloaded from NHAI E-tendering portal free of cost upto 11:00 Hrs on online Bid due date.
- (v) To participate for bidding, bidders shall make online payment towards cost of tender document for ₹1,000/- (Rupees One Thousand only) in Authority's designated bank account and also upload online payment receipt of the same.

Following may be noted:-

- a. The amendments/ clarifications to the tender, if any, will be posted on the NHAI website (www.nhai.org and www.nhai.gov.in) & NHAI e Tendering Portal (<http://etenders.gov.in>;
- b. For any clarification on the above, may contact 0120-4200462, 0120-4001002 or email: support-eproc@nic.in

2. Preparation & Submission of bids:

- (i) Detailed RFP may be downloaded from website (<http://etenders.gov.in>) and the Application may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for E-tendering system is also available on e- portal.
- (ii) A Bidder is required to submit online, along with its BID, proof of deposition of BID Security of an amount of ₹ 19,99,245/- in the form of DD, FDR, pay order/bankers cheque/ Bank Guarantee/E-BG in the prescribed format enclosed in NIT.
- (iii) The Bidders shall make online payment towards cost of tender document for ₹1,000/- (Rupees One Thousand only) in Authority's designated bank account and also upload online payment receipt of the same.
- (iv) The documents (as specified in NIT) shall be prepared and scanned in different files (in PDF / RAR Format such that each file size is not more than 30 MB) and uploaded during the on-line Submission of bid.
- (v) Though the scanned copies of following documents are required to be uploaded during submission of e bids, however, following **Original Documents** in physical form shall be required to be submitted by the Bidders **on or before date of online technical opening of bids** by Authority.
 - A. Original Bid Security
 - B. Written Power of Attorney of the signatory (Annexure-I) (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.
 - C. Affidavit (Annexure-II) duly notarized (as per the format provided)

Physical submission of documents mentioned above in the sealed envelope by the Bidders shall be addressed to the following officer and shall be submitted at the respective address:

ATTN. OF	Estate Officer/ GM (T)
DESIGNATION	National Highways Authority of India G-5&6, Sector-10,
ADDRESS	Dwarka New Delhi-110075
Phone No:	25074100 Extn: 1132/2468
E-MAIL ADDRESS:	ajaygupta@nhai.org;

The envelop should bear the following identifications: “enclosure to Bid” for “**Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment’s at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016..**”

- (vi) The bid (financial bid) should be submitted **online only** in the prescribed format given in the website. No other mode of submission is accepted.
- (vii) Other than documents mentioned at Sl. (v) **above** of Bid, shall be digitally signed by the Authorized Signatory of the bidder & submitted “online” only. No hard copy is required to be submitted.

3. Modification / Substitution / Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from E-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at E-tendering portal and can withdraw its e-bid.

4. Opening & Evaluation of bids.

- (i) Opening and evaluation of bids will be done through online process.
- (ii) The authority shall open online received Bids on physical submission Date and Time, in the presence of the Bidders who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- (iii) Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Bid.
- (iv) ‘Financial Bid’ of non-responsive bidders shall not be opened.
- (v) The bid shall be opened of those bidders only who submit such in original. The bid submitted on-line shall not be opened and rejected, if it contains additional documents other than those mentioned above.

(SECTION-III)
INSTRUCTIONS TO BIDDERS (ITB)

SECTION-III

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid

- 1.1 The National Highways Authority of India (NHAI) hereinafter called "the Employer" invites item rate bid through the process of E-tendering for the works "Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016." (as defined in these documents, hereinafter referred to as "the Works") details given in the ITB.
- 1.2 The work consists of: "Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016." as detailed in the Technical Specifications, Bill of Quantities and Scope of Work.
- 1.3 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract.
- 1.4 The successful bidder is required to commence the work within the period stipulated in Contract Conditions / Contract Data.

2. Source of Funds

The expenditure on these Works will be met by National Highways Authority of India.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document in clause 4.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 For Individual Bidders

To be qualified for award of Contract, bidders must upload the scanned copies of following documents along with the submission of online technical bidding.

- i) Submit a proof of work completion during last 7 years of similar nature of work in Central Govt. / State Govt. PSUs/Autonomous Bodies of Governments (not below the rank of Executive Engineer / Assistant General Manager or equivalent). Otherwise, the experience will not be considered for evaluation: -

One work of not less than ₹ 7,99,00,000/-

OR

Two works of each not less than ₹ 4,99,00,000/-

OR

Three works of each not less than ₹ 3,99,00,000/-

Similar Nature of Work means: - Renovation/refurbishment/upgradation/Addition and Alteration works of Govt./institutional buildings including civil, electrical, façade, HVAC, Firefighting, UPS installations.

ii) The bidder must have experience in executing similar nature of work as defined above, satisfying **at least three (3) of the following electrical/service categories alongwith Civil Work** executed as part of a **single completed project**:

- o Electrical works
- o Fire fighting and fire alarm systems
- o UPS systems
- o CCTV systems
- o HVAC installations

iii) The above experience in civil and electrical must be combined and must be demonstrated through completion certificates issued by the client, clearly indicating the scope of work executed.

- b) Achieved an average financial turnover equal to the amount indicated in NIT during last three years ending 31st March of the previous financial year duly certified by Chartered Accountant).
- c) Submit a written power of attorney duly notarized by Notary on Stamp paper in original, as per enclosed format (Annex-I) authorizing the signatory of the bid to sign the bid. ***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.***
- d) Original Bid security and Proof of tender cost.
- e) The bidder shall submit the following information on eligibility and qualification: -
 - i) Annual audited turnover for last 3 financial years.
 - ii) A certificate from Chartered Accountant as a proof of turnover for the last 3 years.
 - iii) Additional information regarding litigation, debarment, arbitration, etc.
 - iv) The firm/organization should have at least two qualified Engineers, Site Engineer (Civil) & Site Engineer (Electrical/MEP) and C.V.s should be furnished, who will supervise the work during execution and renovation.
 - v) The bidder should submit a **Power of Attorney (Annexure-I) & Affidavit (Annexure-II)** on Stamp Paper in original, as per enclosed format, without which the bid will be rejected.
 - vi) The bidder should submit a **Manufacturer Authorization Form (or Manufacturer Authorization Certificate) (Annexure-VII)** on letter head of Manufacturers in original, for HVAC, UPS and CCTV as per enclosed format, without which the bid will be rejected.
 - vii) Tenderer should submit the photocopy of GST/ PAN Number.

4.2 General Information

- (a) Year of Constitution
- (b) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm)

[Upload scanned copy of original]

(c) Place of registration: _____

(d) Principal place of business: _____

4.3 Power of attorney

Power of attorney of signatory of Bid [Upload scanned copy & also supply
Original copy in envelop of physical form]]

4.4 Details of Similar nature of work

Total value of similar nature of work performed in the last seven years (in ₹ lakh) in Central Govt. / State Govt./ PSUs/Autonomous Body of GOI/State Government.

Similar Nature of Work means: - Renovation/refurbishment/upgradation/Addition and Alteration works of Govt./institutional buildings including civil, electrical, façade, HVAC, Firefighting, UPS installations.

(Upload scanned copies of certificate from Chartered Accountant)

2022-2023 -----
2023-2024 -----
2024-2025 -----
Total ----- (Average per year)

Major works of Renovation/refurbishment/upgradation/Addition and Alteration works of Govt./institutional buildings including civil, electrical, façade, HVAC, Firefighting, UPS installations of Govt./institutional buildings, during last 7 years:

Sl. No	Name/Nature of work	Name of Client	Value of Contract	Time duration of contract.	Remarks

4.5 Disqualification

Even though the Bidders may meet the above criteria, they are subject to be disqualified for any of the following reasons:

- a) Misleading or false representation in the forms, statements and attachments submitted and included in Bid application.
- b) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Contractor, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy has been identified by the Employer as poor performer in implementation of ongoing NHAI works.

4.6 Debarment / Black listing

Notwithstanding the above, the Employer may debar or blacklist any of the bidder(s) for their misleading or false representations in the forms statements etc. for the period to be decided by the Employer.

5. One Bid per Bidder

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the bidder's own expense.

7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. Bidding Documents (Online)

8. Contents of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and should be read in conjunction with any Addenda issued in accordance with clause 10 of ITB.

Vol - I: Technical Bid

Section- I	Notice Inviting Tender
Section- II	Procedure for E-tendering
Section-III	Instructions to Bidders
Section-IV	Conditions of Contract
Section-V	Special Conditions of Contract & Contract Data
Section-VI	Scope of Work
Section-VII	Technical Specification
Section-VIII	Forms of Application, POA, Affidavit, Bank Guarantee, LoA and Agreement

Vol - II: Financial Bid

Bidder will be required to quote their financial bid as under: -

Bidder will be required to quote for each item of BOQ consisting of Civil, Façade, Electrical, Fire, UPS, HVAC and CCTV. The total quote of financial bid will be the sum of all the sub heads

* Delhi Schedule of Rates 2023 published by Central Public Works Department (CPWD), Publication 2023.

8.2 The bidder is expected to examine carefully the contents of all the above bid documents. Failure to comply with the requirements of bid documents will be at the bidder's own risk. Pursuant to Clause 26 and 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

9. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email/Fax (hereinafter, the term "email/Fax" is deemed to include electronic transmission such as email facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification which he receives prior to opening of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents by issuing Addendum.
- 10.2 Any Addendum thus issued shall be part of the bidding documents pursuant to Sub Clause 10.1, and shall be communicated in writing or by Fax/Email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by Fax/Email to the Employer.
- 10.3 To afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids, in accordance with Clause 20.

C. Preparation of Bids

11. Language of Bid

The bid, and all correspondence and documents related to the bid exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12. Documents comprising the Bid

- 12.1 The e-bid submitted by the bidder shall be in two separate parts. Part-I This shall be named Technical Bid and shall comprise of information submitted in section-III.

Part-II It shall be named Financial Bid and shall comprise of (i) Priced bid of BOQ Items.

- 12.2 Documents to be submitted in Physical Form in NHAI office on date and time as specified in NIT.

Though, the scanned copies of following documents is required to be uploaded during submission of e-bid on the E-tendering portal of NHAI, As per clause 12.1 above, however, following **Original documents** in physical form shall be submitted in a sealed envelope by **due date of submission of bid** and addressed to the addressee given in the NIT duly super scribed "Name of Work, Bid due date and time". Name and address of the bidder should also be indicated on the envelope.

- a) Original Earnest money /Bid Security

- b) Proof of Bid Document Fee
- c) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid
- d) Affidavit duly notarized

12.3 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
Section- I	Notice Inviting Tender
Section- II	Procedure for E-tendering
Section-III	Instructions to Bidders
Section-IV	Conditions of Contract and Contract Data
Section-V	Scope of Work
Section-VI	Technical Specification
Section-VII	Forms of Application, POA, Affidavit, Bank Guarantee, LoA and Agreement

13. Bid Prices

- 13.1** The Contract shall be for the whole Works, as described in Clause 1. 1 based on the priced Bill of Quantities submitted by the Bidder online only.
- 13.2** The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal of NHAI in terms of clause 8 of ITB.
- 13.3** The rates quoted by the Contractor shall be deemed to be inclusive of GST.
- 13.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14 Currencies of Bid and Payment

- 14.1** The unit rates and the prices shall be quoted by the bidder entirely in **Indian Rupees (₹)**

15. Bid Validity

- 15.1** Bids shall remain valid for a period of **120 days** (One hundred Twenty days) after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension.

16. Bid Security / Earnest Money

- 16.1** The bidder shall furnish as part of its Bid, a Bid Security in the amount as stipulated in the NIT. The Bid Security shall be in favour of National Highways Authority of India New Delhi and may be the following forms:

- a) Demand Draft / Pay order/bankers cheque/ FDR/Bank guarantee/E-BG from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India (RBI). (Section-VIII) for prescribed format of bank guarantee for bid security)
- 16.2 Any bid not accompanied by an acceptable bid security and not secured as indicated in Sub Clause 16.1 above shall be rejected by the Employer as non-responsive.
- 16.3 The Bid security (EMD) of the unsuccessful bidders will be returned as promptly as possible as but not later than 28 days after the expiration of the period of bid validity.
- 16.4 The Bid security (EMD) of the selected bidder shall be retained till it has provided a Performance Security under the Contract Agreement.
- 16.5 The Bid Security may be forfeited
- a) If the bidder withdraws his bid during the period of bid validity;
- b) If the bidder does not accept the correction of his bid price, pursuant to Clause 27: Correction of Errors.
- c) In the case of a successful bidder, if the bidder fails within the specified time limit to:-
- i) Furnish the required Performance Security or
- ii) Sign the Agreement.
- 16.6 In case of forfeiture of bid security, the bidder may also be debarred from participation in NHAI works for a period as decided by NHAI.
- 17. Alternative Proposals by Bidders**
- 17.1 Bidders shall submit offers, which comply with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the Drawings and Specifications. Conditional offer or alternative offers will not be considered further in the process of bid evaluation and the bid will be declared non-responsive.
- 18. Format and Signing of Bid**
- 18.1 The Bidder shall submit e-bid comprising of the documents as described in Clause 12 of the ITB.

D. Submission of Bids

19. Marking of Bids

- 19.1 The documents to be submitted in physical form as per clause 12.2 of ITB shall be submitted in a sealed Envelope super scribed as “Documents in Physical Form” at the top left corner.

20. Deadline for Submission of Bids

- 20.1 The Bidder shall ensure that the complete e-Bid is uploaded on NHAI e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal. The Bidder is further required to submit documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in NIT, at the following address:

**Estate Officer/ GM (T),
National Highways Authority of India,
G 5&6, Sector- 10,
Dwarka, New Delhi- 110075**

In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

- 20.2** NHAI assumes no responsibility for inability of a bidder to submit bids through NHAI's E-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". NHAI shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.
- 20.3** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21. Late Submission of Document in Physical Form:**
- 21.1** Any document in physical form if received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder and also the e-bid submitted by such bidder shall not be considered.
- 22. Modification and Withdrawal of Bids**
- 22.1** Bidders may modify or withdraw their e-bids as directed on the E-tendering portal, before the Bid Due Date and time as prescribed in Clause 20.
- 22.2** No bid may be modified after the deadline for online submission of bids.
- 22.3** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.4** Bidders may modify the prices of their bids before deadline of online submission of bid.
- 22.5** No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our E-tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

E. Bid Opening and Evaluation

23. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned. 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of E-tendering, which will be notified to such bidders.

- 23.1** The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2** In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details
- 23.3** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.

- 23.4 (i) The bids accompanied with valid bid security and proof of bid document fee will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
(ii) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.
- 23.5 The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.
- 23.6 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 23.7 The Employer shall prepare the minutes of the opening of the Financial Bids.
- 24. Process to be Confidential**
- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25. Clarification of Bids and Contacting the Employer**
- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his-Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
- 26. Examination of Bids and Determination of Responsiveness**
- 26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid
- (a) Meets the eligibility criteria defined in Clauses 3 and 4;
 - (b) The required documents in physical form submitted by the bidder as well as the documents uploaded by the bidder are in order; and
 - (c) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings etc.

27. Correction of Errors

27.1 Financial Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern

27.2 The amount stated in the Financial Bid will be corrected by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 16.5

28. Evaluation and Comparison of Financial Bids

28.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

28.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price after making any correction for errors pursuant to Clause 27;

29. Deleted

F. Award of Contract

30. Award Criteria

30.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined pursuant to clause 28:

- i. to be substantially responsive to the bidding documents and
- ii who has offered the lowest evaluated Bid price.

31 Employer's Right to accept any Bid and to reject any or all Bids

31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement

32.1 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by courier/ registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

32.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.

32.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

32.4 Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

33. Performance Security

33.1 Within ten (10) days of receipt of the Letter of Acceptance, the selected bidder shall submit to the Employer an irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) or Fixed Deposit Receipts from a bank, in the form set forth in Annex X of the "Performance Security", for an amount equal to **three percent (3%)** of the Contract Price. The Performance Security shall remain valid for a period of 30 days beyond the expiry of the Defect Liability Period (12 months). The selected bidder shall also sign the contract within this period.

33.2 In respect of the bids mentioned below, the Selected Bidder shall, in addition to the Performance Security, furnish to the Authority an Additional Performance Security in the form of an irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) or Fixed Deposit Receipts from a bank, in the same form as provided in Annexure X, for an amount calculated as follows:

- (i) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 25% of the Estimated Project Cost, the Additional Performance Security shall be calculated @50% of the difference in the (a) Estimated Project Cost (as mentioned in Bid Document) - 15% of the Estimated Project Cost and (b) the Bid Price offered by the Selected Bidder.
- (ii) If the Bid Price offered by the Selected Bidder is lower than 25% of the Estimated Project Cost, the Additional Performance Security shall be calculated @5% of the Estimated Project Cost plus 100% of the difference in the (a) Estimated Project Cost - 25% of the Estimated Project Cost and (b) the Bid Price offered by the Selected Bidder.
- (iii) This Additional Performance Security shall be treated as part of the Performance Security.

33.3 Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment for a period as specified in clause 16.6.

34. Advances

34.1 No Advance Payment on any account is payable to the Contractor by the employer.

35. Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to bid for any work with National Highways Authority of India, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in its execution.

For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them

(a) "**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);

(b) **“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;

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

(SECTION-IV)
CONDITIONS OF CONTRACT

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Section IV 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.

The Completion Date is the date of completion of the Works as certified by the Engineer.

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.

DSR DSR Civil Vol 1 and Vol- II 2023, E & M combined 2025, Fire DSR AOR 2022, published by Central Public Works Department (CPWD).

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,
- (d) Conditions of Contract and Contract Data
- (e) Scope of Work
- (f) Technical Specifications
- (g) Bill of Quantities, and
- (h) 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 The Contractor may subcontract any portion of work, up to a limit specified in Contract Data, with the prior approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

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

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

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

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

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

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

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

8.2 The Contractor should take up the works in convenient places/ locations as decided by the Engineer to ensure there is least hindrance to the smooth functioning of the establishment of the Employer and 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 Employer will approve any proposed replacement of technical personnel 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. 2,000/- per person per day or Rs. 50,000/- per month will be imposed up to a maximum period of 01 month. Thereafter, it will be treated as a breach of contract and action will be taken as per clause 53.

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 Estate Officer NHAHQ will clarify queries on the Contract Data.

16. Contractor to Execute the Works

16.1 The Contractor shall renovate, refurbish, and upgrade the institutional building including civil, structural, façade works, finishing works, waterproofing, and interior fit-outs. Also associated services such as electrical works, firefighting & fire alarm systems, UPS, CCTV and HVAC installations in accordance with the documents forming part of the contract. For avoidance of doubt, it is made clear that repair/ replacement of items for the subject work will be of the same make, model, type and specification as being repaired/ replaced.

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 the Rate Contract shall be valid till the Intended Completion Date. The Authorized Representative of the Employer shall place the part work orders based on the Rates quoted by the bidder along with days/ date of completion against each work order.

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 Limitation of space and facilities to be provided

Due to constricted nature of the project the following limitation are imposed

- a) Contractor should understand that this site is a functional office and may have to schedule the work to holidays or after office hours generally in a manner to avoid disturbance to office staff except in case of a special/written orders provided by the engineer of the employer or authorized representative of NHAI.
- b) Contractor shall deem to have allowed all costs and time associated with the manufacture and fabrication at off site location, its transportation to site and placement at final location.
- c) Prior to locating his storage facilities, Contractor shall obtain prior approval of the engineer for the location and extent of such facilities. Such approval shall not relieve contractor of any of his obligation under the contract.

21.2. Existing Services

Contractor shall be deemed to have allowed for any and all temporary services during the execution of his work such that no interruptions of permanent services occur. The contractor shall at all-time conform to the direction of the engineers with regard to integration, adequate protection, and uninterrupted use of these existing facilities during the execution of his work. Contractor shall be responsible for all risks of loss or damage to physical property and of personal injury and death, which arise during and in consequence of its performance of the contract. Any damage to the property of the Employer will be recovered from the contractor.

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. Notices

All Notices to be given by the Employer/ the Engineer to the Contractor or by the Contractor to the Employer/ Engineer under the terms of contract shall be served by sending by registered post or delivering the same to the contractor's place of business or such other address, as the contractor shall nominate for this purpose. The date of delivery shall be considered the date of Notice. The copy of notice if delivered by e-mail/ Fax, the next working day shall be considered as the date of Notice.

25. ARBITRATION

25.1 Dispute Resolution

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

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

25.1.3 Dispute Resolution Board (DRB):

Failing mediation by the Authority's Engineer or without the intervention of the Authority's Engineer, either Party may require such Dispute to be referred to the Dispute Resolution Board ("DRB"). The decision(s) of the Dispute Resolution Board shall be binding on both parties who shall promptly give effect to unless and until the same is revised/modified, as hereinafter provided, in a Conciliation/Arbitral Tribunal.

25.1.3.1 The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD/IIAC and the Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time or the India International Arbitration Centre Act 2019 and the regulations framed thereunder as amended from time to time. **The rules of SAROD are also enclosed.**

25.2 Conciliation

If either the employer (i.e. Authority) or the Contractor is dissatisfied with any decision of the DRB, and/ or if the DRB is unable to resolve the dispute, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3.

25.3 Arbitration

25.3.1 Any Dispute which is not resolved amicably by conciliation as provided in Clause 25.2 shall be finally settled by arbitration 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.
- iii) Subject to the provisions of THE LIMITATION ACT, 1963, as amended from time to time, 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 venue 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.

25.3.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

25.3.3 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.

25.3.4 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. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

25.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

26 Deleted

B. Time Control

27. Programme

27.1 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.

28. Extension of the Intended Completion Date

28.1 Intend completion date of the contract may be extended with the mutual consent of both parties i.e. Employer and the Contractor on mutually agreed terms and conditions.

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 Carrying out the mandatory tests prescribed in the technical specifications or CPWD Specifications.

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.

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(s)/ fault(s) 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/part work order in no case exceeding 15 days, 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 Renovation of NSV Centre located at Delhi Jaipur Expressway, Udyog Vihar III, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016 to be done by the Contractor.

35.2 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.

36. Variations

36.1 Any item which is not covered in the BOQ shall be treated as Variation.

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 CPWD applicable to Delhi Region.

38. Deleted

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 Annual Running Contract; 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 While submitting the bills for payments, the Contractor shall enclose supporting documents as directed by the Engineer.

40.2 Payments shall be adjusted for deductions for security deposit/ Retention Money, 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 21 days of the date of each certificate by the

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 Item rates quoted by the Contractor on BOQ shall be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes, GST of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law

42.2 All payments will be made in Indian Rupees (₹).

43. Price Adjustment

43.1 No escalation shall be payable to the Contractor by the Employer on any account.

44. Security Deposit / Retention Money

44.1 The Employer shall retain security deposit of five percent (5%) 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/ additional 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 50% of the total Security Deposit/ Retention Money may be released to the contractor after successful completion of contract. The remaining 50% amount of the total Security Deposit/ Retention Money shall be paid/ returned to the contractor upon expiry of the defect liability period 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 and provided there is no demand outstanding against the contractor. Any demand outstanding against the contractor may be deducted from the Security Deposit/ Retention Money and any other amount payable to the Contractor including performance security/ additional performance security.

44.4 In case the contractor uses Premises water supply and electricity, then water charges @ 1% and electricity charges @ 1% shall be deducted from the taxable amount of bill.

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. 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 employer make, any deduction from the performance BG, the contractor shall recuperate the shortfall amount of performance BG.

46. Advance Payment

No Advance Payment on any account is payable to the Contractor by the Employer.

47. Securities

47.1 Subject to further condition in contract data, the Performance Security equal to **Ten Percent of the contract price** shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 30 day after the expiry of Defect Liability Period.

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 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 60 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 60 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 30 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 5% 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 judgment 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) Deleted
- 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 NHA1 may foreclose the contract before the expiry of the scheduled contract period on account of breach of contract by the Contractor.

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 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.
- q) **The Apprenticeship Act 1961:** - The Contractor shall duly comply with the provisions of the Apprenticeship Act 1961 (III 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.
- r) **Labor Act 2025:** The Contractor shall duly comply with the new labor rules that has come in affect from Nov 2025.

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 prepare and submit detailed 2D layout plans and 3D-colored drawings for the proposed upgradation/renovation works, clearly indicating seating arrangements, furniture layout, lighting scheme, etc., in accordance with site requirements. The same shall be got approved from the Competent Authority/Engineer-in-Charge prior to commencement of work. No extra payment shall be admissible for this item, and the cost shall be deemed to be included in the quoted rates.

59.3 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.

(SECTION-V)

SPECIAL CONDITIONS OF CONTRACT & CONTRACT DATA

(SECTION-V)
SPECIAL CONDITIONS OF CONTRACT

1. In case work is to be carried out in restricted areas, the contractor for his labourers shall obtain necessary identity passes, supervisors etc. engaged on the site from the concerned authority. Nothing extra will be paid for restricted working areas.
2. The Contractor shall prepare and submit detailed 2D layout plans and 3D-colored drawings for the proposed upgradation/renovation works, clearly indicating seating arrangements, furniture layout, lighting scheme, etc., in accordance with site requirements. The same shall be got approved from the Competent Authority/Engineer-in-Charge prior to commencement of work. No extra payment shall be admissible for this item, and the cost shall be deemed to be included in the quoted rates.
3. It will be the responsibility of the contractor to liaison with local bodies, various wings of the department, resident welfare association etc. for the smooth execution of works.
4. The contractor shall be responsible for any damage caused to the department property/equipment etc. while executing the work and necessary charges for making good the same shall be borne by the contractor.
5. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by Authority and in such cases, contractor will be solely responsible for delay and its consequences thereof.
6. All temporary arrangements, staging, working platforms etc. is to be provided by the tenderer at his own expense to the satisfaction of the Engineer-in-Charge. The client will not however, be liable to pay any compensation due to accident, injury to the contractor's work men or any account what-so-ever.
7. Work to be executed in co-ordination with other arms of the department like Electrical/Installation staff etc. (if required by the Engineer In-Charge).
8. No work men shall be allowed to stay in the compound premises during night hours. The contractor shall make his own arrangement for accommodation at his personal and nothing shall be paid on this account.
9. It will be the responsibility of the contractor to liaison with local bodies, various wings of the department, resident welfare association etc. for the smooth execution of works.
10. The contractor shall be responsible for any damage caused to the department property/equipment etc. while executing the work and necessary charges for making good the same shall be borne by the contractor.
11. No escalation is payable on any account.
12. Agency shall depute an experienced Supervisor with Mobile connection facilities who shall be responsible for arranging the materials etc. and also to report to the Engineer-in-charge or his authorized representative and taking for instructions and shall be available inside the compound on all working days. Absence of Personnel on any working day shall be penalized @ Rs. 2000/day.
13. The quantities indicated in the schedule of Quantities are approximate and liable to be changed on either way. The contractor shall have no claims on this account, however overall 100% deviation on total agreement amount is permissible.
14. If the scope of work is reduced due to any reason, the Contractor shall not be entitled for anticipated loss of the profit on the reduced scope of the work or any claim benefit

15. The quoted rates shall be inclusive of contractor's profit, GST, overheads, providing safety appliances etc. complete and will remain firm throughout the contract period and no escalation will be provided for any reason.
16. The contractor should engage sufficient number of manpower. If required, the manpower may be increased from time to time depending upon the requirement of work by Engineer- in - charge. The contractor shall be responsible for performing all the obligations of various contract labour statutory rules and regulations framed there under.
17. All works shall be done irrespective of the height of the building/structure.
18. The contractor will ensure correct discipline and integrity of the personnel deployed by him and in case of any disobedience and indiscipline by any of the contractor's employee, he will have to be removed from the work site as per directions of Engineer- in -charge.
19. During the course of execution of work, if any item/fitting of department is damaged, the same shall have to be replaced by the contractor at his own risk and cost.
20. All works under and in course of execution shall at all times be open to the inspection and supervision of the Engineer or his authorized sub-ordinates. Orders given to the contractor's agent shall be considered to have the same force as if these have been given to the contractor himself.
21. The performance of the contractor's works shall be reviewed by the Engineer and NHAI authorized representative during the execution of work, wherein senior executive of the firm will have to be present.
22. During the tenure of the contract the contractor has to coordinate his work with other agencies working inside or outside the building while attending to his jobs.
23. Cleaning up and handing over: Upon completion of work all the concerned areas should be cleaned. All floors, surface, getting dirty due to the contractors work shall be cleaned down in a manner which will render the work acceptable to the employer.
24. The rates of the contractor of all items shall be inclusive of disposal of dismantled material and rubbish (carriage and handling charges) to the authorized municipal dumping yards as per instruction of Engineer in charge and nothing extra shall be paid on this account. Also, it is sole responsibility of contractor to get approval of dumping yard from local authority/municipal.
25. No space shall be provided for accommodation of labors and site supervisor deployed by Contractor. Such arrangement has to be provided by contractor near by the project site.
26. Contractor shall made own arrangement of water (free from chloride or sulphate content), electricity etc. For which nothing extra shall be paid by NHAI.
27. Contractor shall follow Delhi Govt guidelines relating to COVID, construction work, public health, safety, and construction work etc. if issued, during contract period. In case of penalty imposed by Govt., contractor shall only be liable to the pay the same.
28. The work shall be executed as per provisions contained in CPWD Works Manual 2021 with up to date amendments.
29. The work shall be carried out as per C.P.W.D. specifications.
30. Contractor shall arrange bags for curing for casted RCC. The curing shall be done by manpower deployed by contractor for specified time period as per standard norms. Water

for curing shall be arranged by contractor only and no additional amount shall be paid by employer.

31. The work shall be carried out as per C.P.W.D. specifications.
32. In case the contractor uses Govt. water supply and electricity, water charges @ 1% and electricity charges @ 1% shall be deducted from the taxable amount of bill.
33. Site of work shall be kept clean of all the Debris/Malba etc. at all the times. No dumping of Malba shall be allowed in the premises and all the Malba shall be removed on the same day by Mechanical Transport using chutes and other suitable methods so as to avoid spilling of Malba on the ground. It shall not be permitted to throw Malba on to the ground or to the trucks directly. All the Malba from terrace/upper storeys shall be brought down by hoist / lift / chute or any other suitable arrangement and loaded into the trucks as per direction of Engineer-in-Charge. In case of non-removal of Malba in time, a penalty of Rs. 5000/- per day shall be levied and deducted from the bills of the contractor in case the Malba is not removed on the same day. The decision of Engineer-in-charge shall be final and binding in this regard.
34. The site should be kept free from dust pollutions by spraying / sprinkling of water or other suitable means so that the surrounding are kept free from dust hazards.
35. No housing accommodation is available at the site of work. The contractor has to make his own arrangement for huts, stores and field offices and other employees at the site of work. The arrangement of water for drinking purpose shall also be made by the contractor at his own cost. The contractor shall make his own arrangement for obtaining electric connection, if required, and make necessary payments directly to Electricity Department. The department will not at all be responsible for making arrangements in these regards.
36. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, general and local conditions and particularly those pertaining to transport, handling and availability and storage of materials, availability of labour, weather conditions at site and general ground and highest floor level and the tenderer has estimated accordingly. The department will bear no responsibility for lack of such knowledge and also the consequences thereof. The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The Engineer- in-charge in no case shall be held responsible for the accuracy from there of or any interpretations/or conclusion drawn there from by the contractor and nothing extra shall be paid even if the site conditions/information are different or otherwise incorrect as it is presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between the different agencies.
37. In case of flooding of site on account of rains or any other cause or any other damages, whatever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the tender documents.
38. The contractor shall submit a detailed programme of execution of work showing all the activities distinctly along with Bar Chart and Pert Chart within one week from the date of award of work. This programme shall include safety plan to ensure the safety of residents including works for their safe movement. The contractor shall not store material or otherwise occupy any part of the site in any manner. Nothing extra shall be paid on this account. The progress charts shall also be submitted each month including the revision in programme, if any.
39. While executing the work the contractor shall ensure that no dust pollution occurs and he shall take special care in this regard including sprinkling of water, erecting protective screens and other necessary measures to ensure the same. During disposal of Malba also

the trucks shall remain covered with tarpaulin or other suitable material so as to minimise the dust nuisance.

40. Samples including brand/quality of materials to be used in the work shall be got approved from the **Estate Officer**/ Engineer-in-charge, well in advance of actual execution in **writing** and shall be preserved till the completion of the work. Total quantity of material required for repair work shall be arranged after obtaining the approval of Engineer-in-charge in writing. Documentary proof i.e. bill and Challan for the material procured by the agency, as, mentioned in the tender documents, shall be supplied at the time of receipt of materials at site before it is used. Nothing extra shall be paid on this account.
41. The quantities indicated in the schedule of Quantities are approximate and liable to be changed on either way. The contractor shall have no claims on this account, however overall 100% deviation on total agreement amount is permissible.
42. LIST OF PREFERRED MAKES FOR CIVIL WORKS:
Approved makes of materials to be used in the work are as under:

No.	Material description	Approved Manufacturer / Brand Name
1	Ready Mix Concrete	Ultratech Concrete, ACC Ready Mix, and RMC India
2	Cement (PPC/OPC)	ACC, Ultratech, Shree Cement, Ambuja, and Jaypee Cement.
3	White Cement	Birla White, J.K. White.
4	TMT bars - Fe 500D or more	SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. and JSWSteel Ltd
5	Water proofing compounds, admixtures, plasticizer, super plasticizer, curing compounds	Fosroc, Dr. Fixit (Pidilite Industries), STP Ltd., Sika, BASF, Berger Paints India Limited.
6	Integral water proofing compound with cement (for plaster & mortar)	Fosroc: Conplast 421, Dr. Fixit: LW+, Sika: Sikacim, Asian Paint: SmartCare Vitalia & equivalent product of BASF, STP Ltd., Berger Paints India Limited.
7	Water proofing compound for bathroom/ toilet /balcony & other wet areas	Fosroc: Bush Bond, STP Ltd.: Shalcrete, CICO: Tapecrete, Dr. Fixit : Pidifine 2K, Sika : Topseal 107, Asian Paints: Damp Block 2K & equivalent product of BASF, Berger Paints India Limited.
8	Crystalline water proofing compound	Fosroc: Bushbond TGP, Dr. Fixit : Dr. Fixit Krystalline, Sika: Sika 101h, Asian Paints: SmartCare & equivalent product of BASF, STP Ltd.
9	Grouts, Tile Adhesive	Laticrete, STP Ltd., Kajaria, BASF, Wuerth, JK White, Berger Paints India Limited.
10	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
11	Polycarbonate sheet	GE Plastic, LEXAN & MG Polyplast
12	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal
13	Particle board	Action TESA, Merino, Archidply & Orion Doors
14	Laminates	Action TESA, Vibrant Laminate Pvt. Ltd., Greenlam, Century Ply, Merino, Archidply, Virgo & Orion Doors
15	Flush door shutters	Duro, Century, Durian, Archidply, GreenPly, GREENPANEL. Note: Only ISI marked flush door shutters to be used.
16	Fire rated doors	Signum fire protection, ASES (Agni Suraksha), Shakti Metdoor, NAVAIR, Promat, Thrislington, Sukri & Bhawani. If fire rated glass is integral part of fire rated door than it should be of one of the following makes: Pyroguard, Saint Gobain, Asahi India, Pilkington & Schott
17	False ceiling system	Armstrong, USG Boral, Saint Gobain, Aerolite, Interarch, Histeel of PR Ceiling Products
18	Plywood / Veneer	GreenPly, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors

19	Melamine polish	Asian Paints melamine gold, Wudfin of Pidilite & Timbertone of ICI Dulux.
20	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich
21	Aluminium section	Hindalco, Jindal & Indian Aluminium Co.
22	Anodized aluminium hardware (Heavy Duty)	Kilong, Alualpha, Classic & Ebco.
23	Clear / Float/Frosted/Toughen Glass/ Refractive Glass	Saint Gobain, AIS & Modiguard
23	Stainless steel railing, Accessories etc.	JINDAL, Dormakaba, Kich, GEZE, Godrej & Hardwyn
25	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
26	Silicon based water repellent/ weather sealant	GE Plastics, Wuerth, STP Ltd., Dow Corning, Waker, BASF & Pidilite (Dr. Fixit/Roff).
27	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit/Roff), Sika & BASF
28	Mosaic tiles/Chequered Tiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon
29	Glazed Ceramic Tiles	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK, Varmora & AGL
30	Vitrified Tiles (Antiskid / Matt / Glazed)	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK, Varmora, Restile & AGL
31	Paver block & Kerb stone	Pavcon, Hyper, Mayur, KK, Power, Sharda & Navya
32	Cement Based wall putty	Asian Paints, Birla Wall Care, JK White, Home sure/Build well & Berger Paints India Limited
33	Oil bound washable distemper / dry distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper & Dulux ICI: Maxilite
34	1st quality acrylic distemper (washable/ ready mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint), Berger: Commando or equivalent paints of Nerolac & ICI-Dulux
35	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior Emulsion Paint), Nerolac: Beauty Gold, Berger: Rangoli Total Care & ICI Dulux: Super Cover
36	Plastic emulsion paint	Asian Paints: (Apolite Heavy Duty Premium Emulsion Paint), Nerolac: Impression, Berger: Easy Clean & ICI Dulux: 3 in 1
37	Premium acrylic emulsion paints (Interior)	Asian Paints: (Royale Luxury Emulsion), Nerolac: Impression, Berger: Silk & ICI Dulux: Velvet Touch
38	Textured exterior paint	Asian Paints, Nerolac, Berger Paints, Ultratech Paints & Luxture
39	Acrylic smooth exterior paint	Asian Paints: (Apex/Professional Premium Exterior Emulsion), Nerolac: XL, Berger: Weather Coat & ICI Dulux: Weather Shield.
40	Premium acrylic smooth exterior paint with silicon additive	Asian Paints: Apex Ultima, Nerolac: XL total, Berger: Weather Coat all Guard & ICI Dulux : Weather Shield Max
41	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Hi gloss & ICI Dulux: Gloss Synthtic enamel.
42	Cement Primer	Nerolac, Berger (BP white), STP Ltd., Asian (Decoprime WT) & ICI (White primer).
43	Steel primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Berger & ICI
44	Wood primer	Asian Paints (wood primer - White/Pink), Berger, ICI & Nerolac
45	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI, Kansai & Akzo Nobel
46	Fire paint	Asian Paints, STP Ltd., Akzo Nobel, Wuerth PROMAT & JOTUN
47	GI/MS Pipe	Tata, Jindal (Hisar) & Prakash Surya
48	GI Fittings	Unik, AVR & Zoloto
49	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST & Supreme
50	DI Pipes & fittings	Electrosteel, Jindal, TATA DUCTURA, Kapilansh & Kesoram

51	uPVC pipe and fittings	Astral, Supreme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
52	SW Pipes (BIS approved)	Anand, Parry & Perfect
53	Centrifugally Cast (Spun) Iron Pipes & Fittings / Hubless pipes & fittings	NECO, Kapilansh, SKF, Raj Pattern Makers & Founders Pvt. Ltd. or any other ISI marked make
54	CI Manhole covers, frames & GI Gratings	NECO, SKF & Kapilansh
55	SFRC Manhole covers & gratings	KK, JAIN & PARGATI
56	CP brass fittings (Superior Range)	Jaquar, Groh, Prima, Roka, Player & Kingston.
57	CP brass fittings (Normal Range)	ESSCO (by Jaquar), Prima, Parryware, CERA, Kerovit (Kajaria), Johnson, Prayag Polymers Pvt. Ltd., Player & Kingston.
58	Sanitary ware, fittings & accessories	Jaquar, Parryware, Hindware.
59	Mirror glass	Atul, Modi Guard & Golden Fish
60	CPVC Pipe & fitting	Astral, Superme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
61	Stainless steel sink	Silver Shine (Bluestar Sanitary Industries Pvt. Ltd.), Prima, Neelkanth, Niralli, Jyna & Prayag Polymers Pvt. Ltd.
62	FRP doors shutters & frame	Jayna, Fiberways, Jain Doors Pvt. Ltd. & Selected Product Co.
63	Extruded polystyrene insulation board	Dowcorning, Supreme, Texas & Analco
64	Gypsum plaster	Ferrous Crete, Gyproc Saint Gobain, Ultra Tech & JK White
65	Floor hardener	Ironite, Perma, STP Ltd., Ferrok & Hardonate
66	Modular Expansion Joint	Herculus, Sanfield India Ltd & Vexcolt
67	Glass Wool	Dow Corning, UP Twiga & Isover
68	uPVC door/window/ventilator	Fenesta, Komerling, Rheau, Veka, Duroplast, Aluplast & Advika Profiles Pvt. Ltd. (Advika Fenster) (Fabrication and installation will be done by profile manufacturer or his authorized fabricator).
69	uPVC doors and window hardware	Roto, Dorset, DNV Accado & Kinlong
70	AAC block Adhesive	UltraTech, Perma, Ardex Endura, Home sure/Build well & Ferrous Crete
71	PVC Water Tank	Syntex & Vectus
72	AAC Block	MAX Blocks, UltraTech, HIL & BILTECH ACE and Gravit
73	Modular Kitchen	Godrej, Evok by Hindware
74	Aluminum shuttering	Knest, S-form, Durand Forms (India) Pvt. Ltd. & Mivan
75	Dash fasteners / Anchors	Wuerth, Hilti, Bosch & Fischer
76	MBBR reactor, Multi grade Filter & Activated Carbon Filter	Degremont, OSDPL, Thermax & ION Exchange
77	MBBR media	Cooldeck, MM Aqua, Eco Aqua & Ion Exehange
78	Solid PVC/WPC Door Frames & Shutters	PLASTO GREEN,

LIST OF PREFERRED MAKES FOR Electrical WORKS:
Approved makes of materials to be used in the work are as under:

LIST OF APPROVED MAKES

S.No	MATERIAL	ACCEPTABLE MAKE
INTERNAL & EXTERNAL ELECTRICAL INTALLATIONS		
1	MCB, MCCB & MCB DB's and Loose Wire Box	Schneider Electric/Legrand /Hager /L&T/ Siemens
2	FRLS PVC insulated copper conductor cable, / TV cable / Telephone cable for wiring. (ISI marked) :	/ Havell's/ Finolex/Polycab/

S.No	MATERIAL	ACCEPTABLE MAKE
3	MS conduit ISI marked) with accessories	AKG/ BEC / NIC / Rmcon
4	Electrical Panels / Feeder Pillar	Schneider / Legrand / L&T / Siemens / ABB/R.P Control/Precision/APC or their authorized license channel partner
5	Current Transformer	Automatic Electric / Gilbert & Maxwell / Matrix / Pragati / Precise
6	Multifunction meter / Electronic Digital Meters	Conzerv / Secure / Legrand / L&T / Siemens / ABB
7	Panel Accessories like LED Indicating Lamp, Push Button	Siemens / ABB / L&T / Schneider Electric/Legrand
8	Selector Switch	Salzer/Seimens/BCH/Kaycee/L&T/Schneider/ABB/ Legrand
9	XLPE insulated PVC sheathed Aluminium / Copper Conductor Armoured cable of 1.1 KV grade	Finolex/ KEI/ Havells/ Polycab/
10	Modular switch, socket/Telephone socket/cable TV socket/Data outlet socket/fan Regulator/GI Boxes Etc. (Wiring Accessories Regulators etc.	Legrand(Arteor)/ Schneider Electric (Zencilo) / Wipro (North West-Platia) / Crabtree (Verona) / ABB
11	Piano type switch, socket	Anchor / SSK / CONA
12	Musical door bell / Buzzer/Call bell	Anchor / CONA / Sargam / Panasonic/Havells
13	LED Batten	Wipro - Garnet / Phillips /Havells/ LT / Regent
14	Mirror Light Fitting	Wipro- Garnet /Phillips /Havells/LT / Regent
15	Wall Bracket fitting (Brass)	Twinkle Lite / Lustre / Hi-lite
16	LED Bulk Head Fitting	Bajaj / Wipro/ Phillips / Havells/ Lustre
17	Ceiling Fan	Havells / Crompton / Usha / Bajaj / Atomberg
18	Exhaust Fan	Bajaj /Crompton /Usha/Almonard/Havells
19	Ventilation Fan	USHA /Havells / Khaitan / Orient/Crompton
20	Flood Light Fitting	Wipro / Phillips / LT / Havells
21	WP SMC box/PC Weather proof box	Havells/ Hensel/ Sintex/Neptune / Legrand
22	LED Bollard Fitting	Twinkle Lite / Havells / Wipro- Fantasy / Luster/VAK/PowerMax/Hi-lite/Twinkle Luxmax
23	Post Top Fitting	Twinkle Lite / Havells / Wipro- Fantasy / Luster/VAK/PowerMax /Hi-lite/Twinkle Luxmax
24	MS / G.I. Pipe	Jindal hissar / Tata / SAIL
25	Main control and indicating panel	NSD-Agni alarms/ Honeywell /All safe
26	Heat detector / smoke detector / response indicator / alarm sounder / manual call boxes / junction box	Apollo Series 65/Agni alarm (NSD)/ Honeywell / All safe
27	Cable Glands Double compression with earthing links	Baliga lighting/ Comet/ Cosmos/ Dowell's/Gripwell/ Raychem
28	PVC Conduit & Accessories (ISI marked)	Precision/ BEC/ AKG/NORPACK
29	Dash fastner/Anchor Fastner	Hilti/Fischer/ 3 M /Wurth
30	Insulation Mat	Tata/Jyoti/Premier/Deep jyoti
31	UPS	Vertiv/ APC/ Numeric/ Eaton/
32	Sealed Maintenance Free Batteries	Exide/ Amar Raja/ Hitachi/ Panasonic
33	Electric driven terrace pump	KSB /Kirloskar / Crompton

S.No	MATERIAL	ACCEPTABLE MAKE
34	Starter panel	L&T / Schneider / Havells
35	PVC Storage tank	Sintex / Plasto / Supreme
36	MS body junction box	NSD-Agni alarms/ Honeywell /All safe
37	Split type Air Conditioner /Window type Air Conditioner	Daikin/ Toshiba/ Mitsubishi/O General/Hitachi
38	Vaccumiazation and Nitrogen	IMANDEV TUBES / RAJCO / MAX FLOW / TOTALINE / METTUBE
39	Compressor	/Tecumseh/Emerson/Carrier/LG/Kirloskar
40	Starting/Running capacitor	Afcos / Escop / Asian / Philips
41	Relay/thermostat	Dasspass /Asian/Renutoll/Usha
42	400 mm Wall Fan	Havells/ Crompton / Usha / Bajaj / Khaitan
43	250 mm fresh air Ventilation fan	Havells/ Crompton / Usha / Bajaj / Khaitan
44	BLDC Ceiling fan (ISI marked)	Havells/ Crompton / Usha / Bajaj / Khaitan
45	Cable Tray	OBO/Venus/BEC/Steelway/AKG/Slotco/MEM
46	Battery Cell	Everyday/Nippo/Duracell
47	Hand Dryer Machine	Avro/Jaguar/Dolphy/Euronics
48	Insect Killer/fly Trapper	Avro/Fonda/Orchids
49	Change Over Switch	L&T/Havells/Hager
50	Computer Speaker and USB Camera	Zabronix/Logitech/Intex/Quantum
51	Shoes shining Machine	Euronics/Avro/Dolphy
52	Water cooler	Usha/ Sidhwal (Climatrol)/ Voltas / Blue Star
53	Water Filter	Eureka Forbes /Kent / Livpure/Lifeguard/Ionexchange
54	Geyser	Jaguar/AO Smith/Havells/Hindware
55	chimney	Faber/Glen/hind ware/Elica
56	UPVC DLP trunking	Precision / AKG / Legrand/MK
57	PVC Batten/Channel	Precision / AKG / Legrand/MK/Modi
58	DWC Pipe	Gemini/Telerex/Dura-line/ NARMADA / VARUNA/Astral
59	Table Lamp	Philips /Havells/Orient/Wipro
60	Fire Survival cable (armoured/Unarmoured)	RR Kabel/ Havells/ Polycab/Rallison/KEI
61	INDOOR /OUTDOOR UNITS/EEV & COMMUNICATION KITS/CARD LESS REMOTE CONTROLLER (VRV/VRF system)	Daikin/ Mitsubishi Electric / O'General /Toshiba
62	COPPER PIPE (ISI MARKED ONLY)	MANDEV TUBES/RAJCO/MAX FLOW/
63	0.5 HP Pressure Pump	Crompton/KSB/Kirloskar
64	1.0 HP Pressure Pump	Crompton/KSB/Kirloskar
65	Fire Extinguishers	Lifeguard/Omaxe/Ceasefire
66	NITRILE RUBBER	Armaflex / Eurobatex / Aeroflex / K-Flex
67	Video door system	Legrand Model 344613/ Panasonic Model VL-SV71 / Godrej ST7/One Touch OT-ADP-A2
68	CAT6/CAT 6A Cable	Derwiser/Commscope/Systimax/Legrand/Molex
69	Picture Light	Philips /Twinkle/Lustre/LT/Regent
70	32 Amp DP switch	Honeywell/Havells Creptree/Wipro-Northwest
71	LED smart TV (55" 65" 75")	Samsung/Panasonic/LG/SONY

S.No	MATERIAL	ACCEPTABLE MAKE
72	Engagement Light	Philips /Twinkle/Lustre/LT/Regent
73	Bedside Light	Philips /Twinkle/Lustre/LT/Regent
74	Any other Items	As approved by the Engineer-In-charge

Note: -In respect of other materials, any ISI marked material can be used on the work but these shall also meet the requirement for obtaining GRIHA 3-star rating. In case any material / product listed above does not meet the requirement required for obtaining GRIHA 3-star rating, alternate product as per decision and approval of GM(T)/Estate Officer.

Contract Data

Clause Reference

Items marked "N.A." do not apply in this Contract.

- 1.1
1. The Employer is Chairman National Highways Authority of India (NHAI)
Address: G-5 & 6, Sector-10, Dwarka, New Delhi
Name of authorized Representative:
(Will be intimated later) [Cl.1.1]
 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 12 months from start date. [Cl.1.1, 17&28]
 4. The Site is located at NSV Centre building of NHAI at Sector 20, Gurugram, Haryana. [Cl.1.1]
 5. The Start Date shall be within 10 days after the date of issue of the Notice to proceed with the work. [Cl.1.1]
 6. The name and identification number of the Contract: - [Cl.1.1]

Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016.
 - 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]
 - 7.2 Schedule of Sub contractor -NIL [Cl.7.2]
 - 7.3 Schedule of Sub contractor -NIL [Cl.7.3]
 - 7.4 Schedule of Sub contractor -NIL [Cl.7.4]
 - 8.1 Schedule of Other Contractor - NIL [Cl 8.1]
 - 9.1 The Technical Personnel are: [Cl 9.1]

Sl. No	Personnel	Minimum Qualification	Particular Experience (minimum requirement)	No. of Persons
1.	Project Engineer (Civil)	Diploma in Civil Engineering + 7 yrs. Exp. or Degree in Civil Engineering + 5yrs Exp.	03 years on similar nature of work	1
2.	Site Engineer (Electrical/ MEP)	Diploma in Electrical Engineering + 5 yrs. Exp. or Degree in Electrical Engineering + 3 yrs Exp.	02 years on similar nature of work	1

3.	Safety Officer	Diploma or Postgraduate Diploma in Industrial Safety +5yrs. Exp in Building Construction, Structural Repair and Rehabilitation Works.	03 years on similar nature of work	1
	Absence of Each Personnel on any working day shall be penalized @ Rs. 2000/day.			SP. Clause 9

13.1		Amount for insurance are: a) + b) + c) Rupees equivalent to Contract price. d) Rupees 20 lakhs for multiple incidents. And deductible as per premium rate.		[Cl.13.1]
14.1		Site Investigation Report - N.A.		[Cl.14.1]
27.1		The period for submission of the programme for approval of Engineer shall be 7 days from the issue of Letter of Commencement.		[Cl.27.1]
33.1		The Defect Liability Period will be 12 months from the Date of Completion.		[Cl.33.1]
45.1	(a)	Amount of liquidated damages shall be as under: Liquidity damages is 0.5 %age of the contract value for Each Day of Delay subject to Max 10 Percent of the Contract Price.		[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]
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]

(SECTION-VI)
SCOPE OF WORK

SECTION-VI

Scope of Work

1. Scope of Work

1.1 The Contractor shall carry out Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016 for avoidance of doubt it is made clear that repair/ replacement of items for the subject work will be of the same make, model, type and specification as being repaired/ replaced forming part of the Contract.

1.2 Procedure of Work to be executed:

- a) Contractor shall execute the work as per BOQ consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's under the supervision of the Engineer in charge within specified time, failing which the penalty as per Contract Data will be imposed.
- b) The contractor shall have to take all necessary permits from concerned authorities and Insurance cover for all the workers engaged in the work for the entire period. Also, the contractor shall have to take all precautionary measures and arrange all types of PPEs which may be necessary for this type of work including those needed in the prevailing Covid situation or as may be directed before commencement.
- c) It may please be noted that all works involving any disruption of movement of people on/below the subject structure shall have to be carried out with prior permission from the Estate officer/ Engineer In-Charge and as per time allotted by them for such works.
- d) Contractor is to bring all the materials and machineries related to the work as mentioned in BOQ.
- e) Contactor is to make all arrangements for removing and shifting the old materials to a suitable site for disposal.
- f) After shifting the machineries and clearing the site contractor will be allowed to carry out the Low side work under the supervision of engineer.
- g) Contractor is to carry out all the low side work related to Civil, Electrical and plumbing with collaboration with each team.
- h) Contractor is to install and carry out all the works related to installation under the supervision of an expert from their side. Any damage to the machinery or other parts will not be under the scope of NHAI and the contractor has to make/replace the parts on his cost.
- i) All sundry equipment's, fittings, assemblies, accessories, hardware items, gaskets, masonry platforms/ foundation for VRV Units, UPS, Panels etc.,

supports for pipes foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other items which are useful and necessary for proper assembly and efficient working of the various equipment's and components of the work shall be deemed to have been included in the tender, irrespective of the fact whether such items are specifically mentioned in the tender or not.

j) The contractor shall submit the drawings to the Engineer-in-Charge for approval before start of work.

i) Plumbing drawings showing the layout of entire piping, dia & length of pipes.

ii) Electrical wiring diagrams for all electrical equipment's and controls including the sizes and capacities of the various cables and equipment's

iii) HVAC

iv) Fire System

k) The contractor shall dispatch materials to site in consultation with the Engineer-in-Charge. Suitable lockable storage accommodation shall be made available free of charge temporarily. Watch & ward however, shall be the responsibility of contractor. Program of dispatch of material shall be framed keeping in view the building progress. Safe custody of all machinery and equipment supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.

l) The entire work of manufacture/ fabrication, assembly and installation shall conform to sound engineering practice. The entire installation shall be such as to cause minimum transmission of noise and vibration to the building structure.

All equipment's and materials to be used in work shall be manufactured in factories of good repute having excellent track record of quality manufacturing, performance and proper after sales service.

None of the equipment/ machines supplied shall be more than Six months old from date of supply at site, Copy of Excise duty/Gate Pass/ Invoice/ Shipment /Custom Clearance certificate/ details (in case of Imported equipment's) shall be submitted to prove the date of manufacture & genuineness of the equipment's/ machines supplied.

m) Before commencement of work, the contractor shall prepare detailed layout along with data sheet of equipment's to be installed and get it approved by client/client's representative.

n) The contractor shall submit as built drawing before issuance of the successful completion of work certificate.

o) Defect liability period: -

Defect Liability Period: - The defect liability period will be applicable for all the items supplied by contractor under BOQ (including variation and extra items executed if any) as per the DLP period mentioned in RFP. Repair or replacement of any defective item as per item mentioned in BOQ during the DLP period is to be done by the contractor

i) **Repair:** Within 24 Hrs. from complaint being received.

ii) **Replacement:** As per the time specified by Authority Engineer.

If any item that is to be changed by the contractor during the DLP period is not changed after proper intimation, then NHAI reserves the right to get it done by other vendors on the risk and cost of the contractor.

(SECTION-VII)
TECHNICAL SPECIFICATIONS

SECTION-VII

Technical specifications

- 1.1 The Contractor shall do work of Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016.
- 1.2 The work shall be executed as per CPWD Specification Volume I & II 2021 and correction slip up to date issued by CPWD for building works.
- 1.3 All consumable items or material to be used for shall be delivered to the site in original unopened containers with the manufacturer brand and name clearly marked on it.
- 1.4 All the materials shall conform to latest rules regulation specification, **BIS (Bureau of Indian standards) and approved by the Engineer.**
- 1.5 The technical specification of HVAC, UPS, CCTV, FIRE, ELECTRICAL work that is to be carried out it elaborated below:

1.5.1 HVAC

i) VRF/VRV unit:

a) Outdoor Unit

Modular type Variable Refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling/heating having 100% hermetically sealed inverter type twin Rotary/Scroll Compressor(s), minimum two compressors (with individual separate PCB) for above 14HP modules.

Microprocessor based Controller, top discharge type condensing unit(s), with R-410-A Refrigerant or equivalent, vibration Isolators with suitable foundation etc. complete as required.

To have better efficiency condensor fan shall be capable to operate at different speed with respect to load.

The unit shall deliver the rated capacity and in confirmation as per IS 18728:2024 and CPWD Specifications and work even at 50°C ambient temperature without tripping.

The system shall be able to deliver 100% of the rated capacity up to 39 °C. The unit shall be suitable to work on 400V +/- 10%, 3 Phase, 50Hz AC power supply and BMS compatible. The unit shall be filled with first charge of the refrigerant and ready for use as required.

The condenser should be coated with a hydrophilic film to prevent water accumulation on the surface of the heat exchanger, enhance water dispersion, and reduce the risk of degradation, thereby improving overall performance and durability.

The Indian Seasonal Energy Efficiency Ratio (ISEER) of the unit shall be as per Energy Conservation and Sustainable Building Code (ECSBC) 2024 as below and complete as per CPWD specification, connections, inter connections etc. as required. (For capacity <40

kWr ISEER 6.4, Capacity > 40 and <70 ISEER 6.5, Capacity > 70 ISEER 6.6 for ECSBC+ Building)

Preferred Make: Daikin, Voltas, Blue Star

b) Indoor Unit

4 way Cassette Type Indoor ceiling mounted unit equipped with synthetic washable media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX Copper coil, electronic expansion valve, outer cabinet, drain pump, grill, necessary supports, vibration Isolation, Corded remote control etc., suitable for operation on single phase 230 V ± 10%, 50Hz AC supply, complete, as required.

The Indoor units must shut down upon receiving a signal from the BMS System/Fire Signals. The system shall be capable to adjust air flow as per room requirement in auto mode. The cooling capacity of indoor unit will be at air inlet conditions of 27 ° C DB and 19° C WB temperature

Make: same as outdoor

II) COPPER REFRIGERANT PIPING

Supplying, Installation, testing and commissioning including vaccumiazation and Nitrogen testing of nominal sizes of soft/hard drawn copper refrigerant piping for VRV/VRF system.

Complete with fittings, with suitable adjustable ring type hanger supports, jointing/brazing including accessories, insulated with XPLE Class-O tubular insulation/with Class-O closed cell elastometric nitrile rubber tubular sleeves sections of 19 mm thick insulation as given below for Suction and Liquid lines, all accessories as per specifications etc.

1.5.2. UPS:

a) 120KVA Online UPS System with battery bank

120 KVA UPS system having Input supply: Three Phase & Output supply: Three Phase. At full load (Unity Power Factor) and operating temperature 0 to 40° C, Relative humidity 0 to 95%.

Online double conversion true sine wave uninterrupted hot swappable modular Power Supply (UPS) system with N+1 modules. Hot swappable should allow for the replacement or addition of battery modules without shutting down the entire system. The N+1 system should allow to add extra modules of Power beyond the rated capacity. It should be in such a way that one extra module of rated capacity can be added in extra to increase the KVA of UPS as and when required.

The UPS shall include a Rectifier, inverter, battery bank suitable for 30 minutes back up. Battery VAH capacity shall not be less than 1600 VAH per KVA of UPS rating per Hour backup time on full load.

Battery shall be VRLA, SMF in ABS Container and Static Bypass switch along with provision for manual bypass, suitable isolation transformer for additional protection against neutral faults etc. UPS shall have inbuilt phase sequence correction.

The UPS systems offered are to be of the latest technology with Digital Control microprocessor based for reliable operation using Insulated Gate Bipolar Transistor (IGBT)'s both for the rectifier & inverter (3 Level) with PWM (Pulse Width Modulation). The quality of design, manufacturing and inspection process should confirm to the relevant Inter-national standards such as IEC/EN/VDE.

The operating efficiency of the UPS systems shall be >96% while operating on battery mode and delivering quality power to the 100% non-linear loads Current total harmonic effect (ITHD) on the input grid shall be <5% at 50 %load. (The required LC (inductor (L) and a capacitor (C)) filters shall be included in UPS cost), extreme power factor kit to be included to limit the input power factor (PF) to 0.99 and output power factor shall be unity (i.e. kw rating of the UPS shall be kva rating x 1), however UPS shall be suitable to take load at 0.7 lagging to 0.7 leading power factor loads. UPS shall be suitable for incoming supply AC: 3Phase 400V +/-20%, 50 Hz +/-5 Hz, AC Output voltage: 3Phase 415 Volt, 50 Hz +/- 0.2Hz. Overload capacity of 120% for 10 min, Sine wave output. Non condensing, noise level less than 60db at 1 meter distance, Protections: Input Under voltage over voltage, abnormal out voltage, battery over charging, output over current, short circuit protection, battery deep discharge protection, 10KV surge. UPS must comply with low voltage electromagnetic compatibility (EMC) achieved as per EN 6204, EN6204 Part I and Part 2, it shall be a Voltage and Frequency Independent (VFI)-type UPS. Communication RS232/RS485/SNMP port open protocol for BMS integration, all hardware & software for IoT Communication as per approved by Engineering in charge. Required battery racks and interconnecting copper conductor cables of suitable size and connectors and all required accessories are inclusive of the cost. This system must provide a means for logging and alarming of all monitored points plus email notification. Forced air-cooling with integral inbuilt fans with redundancy. If one fan fail UPS should be able to handle at least 80% of the load, Noise Level 65 DB at 1 meter distance.

The system shall be in compliance IEC 62040- 1, 2 & 3, IS: 16242 and CPWD Specification. Display Panel

In-build 5 inch or more LC Display / LED) display. The screen is to display the following data on screen:

- a) Input: Voltage, current, Frequency.
- b) Bypass: Voltage, Frequency.
- c) Output: Voltage, frequency, Current.
- d) Battery: Voltage, Capacity.
- e) Load: KVA, KW, Percentage.
- f) Temperature: STS, Inverter, PFC.
- g) Event Logging & Statistical Data (On LCD/LED): UPS should capture and display up to 3000 events like: Over temperature / DC Bus Fail / Fan Fail / Fuse Fail / Overload / Short-circuit / Device Fail / Inverter Fail / Rectifier Fail / Bypass Fail, etc.
- h) Statistical Data: No. of power failures / Transfers to Bypass / Total Running time, etc.
- i) Mains Mode of Operation /Battery Mode of Operation / Bypass feeding the load / UPS Fault /Battery charging and discharging, overload, battery voltage and battery capacity.
- j) Audible Alarms : Mains Failure, Battery Low Alarm, UPS Overload, Fault, Shutdown, Input Over, Under Voltage, Output Over, Under Voltage, Battery Over, Under Voltage, Over Load and short circuit, Over Temperature. The UPS should have QR code which should contain drawing, test report OEM manual, Geo- Tag of manufacturing location etc.

Preferred Make: Eaton, Neumeric, Vertiv, Schindler

1.5.3. CCTV SYSTEM

- a) Camera:

2MP @ 25/30fps@1080P (1920×1080) Dome Camera with 2.7 to 4 mm -12 to 13.5mm or better Varifocal Motorized lens complete specifications, type of lens and features etc. as follows :-

1) Signal System: PAL/NTSC, Signal to Noise Ratio: >50 dB, Camera should display Camera title, Date & Time in live & recorded video

2) Image Sensor: 1/2.8" or better progressive Scan CMOS to get color image even at night condition (Minimum Illumination: 0.006 Lux@ F1.4, AGC ON, 0 lux with IR or better) True Day & Night High Performance Mechanical IR cut filter with auto switch, Integrated IR Source (Auto, Manual)- Inbuilt IR LED's with effective distance upto 50 meter or better and 30 meter for colour view in night, Imaging: 1/3s to 1/30000s electronic shutter support, Auto Gain Control, White Balance- Auto, Back Light Compensation, Multi zone Privacy Masking, HLC, Digital Watermarking.

3) Compression (Minimum):-Video:- H.265 or better, H.264H, H.264, Audio:- G.711U/A, G.711Mu, G.726, AAC, G.723

4) Wide Dynamic Range:- WDR (120db or more)

5) Digital Noise Reduction:- DNR (3D) On/Off

6) Video Streaming & Frame Rates:- Triple streaming , configurable (Main stream: 2MP (1920 ×1080)@25/30 fps, Sub streams minimum: 720P@25/30 fps).

7) Image Setting: Rotate Mode, saturation, brightness, contrast, sharpness adjustable through client software or web browser, Edge Analytics: Tripwire, Intrusion, Motion Detection

8) Cyber Security: AES 256-bit Encryption, Configuration encryption, trusted execution, Digest, security logs, account lockout, syslog, video encryption, IP/MAC filtering, HTTPS, trusted upgrade, trusted boot.

9) Onboard Storage: Camera should support built-in Micro D/SDHC/SDXC Card slot up to 512 GB. It should be supplied with minimum 128GB memory Card.

10) Recording Management: Format SD, overwrite, storage management, video to NAS device

11) Alarm Trigger: Motion/tampering detection; audio detection; network disconnection detection; IP conflict detection; memory card state detection; memory space detection

12)Network Protocol: SFTP, IPv6, IPv4, DNS,RTCP, NTP, RTP, HTTP, HTTPS, SNMP TCP/IP, PPPoE, NFS, UDP, ICMP, SSL, DHCP, SMTP, RTSPS, unicast

13) System Capability: ONVIF, Camera shall support open source VMS

14) Ethernet: 1 RJ 45 10/100 Ethernet port

15) Audio: It should support 1 x Built-In Mic and 1/1 Alarm In/ Out for External Mic. and Speakers as per site requirement.

16) Power Input: The camera should support simultaneous dual power input—12 VDC (via power adapter) and PoE (802.3af)—to ensure continuous operation in the event of a failure in one power source.

17) Power Requirement: 12VDC/24 VAC/PoE (802.3af)/ePoE

18) Housing/ Enclosure:- IP67 weather proof, IK10, Metallic body

19) Operating Condition:- Ambient Temperature:- (-)05°C to 50°C, humidity 95% (max) (non-condensing)

20) IR life: 40000 hours or higher

21) Video Bit rate: 32 KBPS - 8 MBPS or better

22) Standards: BIS with ER, STQC Certified, CE, FCC and RoHS

23) **Certification:** Cameras must meet strict security certification norms from the Standardization Testing and Quality Certification (STQC) directorate. Product should not contain Any **Chinese Component** from high-risk countries. Products not adhering to these guidelines are restricted

Preferred Make: BOSCH, PELCO, AXIS (cameras are to be manufactured in India)

b) NVR

Network Video Recorder (NVR) is to come with all cameras licenses on the name of client which is to be valid for lifetime and with 3 years of software up gradation and 30 days recording backup. All channels having specifications and features etc. as mentioned below:

1) Network Video Recorder Embedded/ Installed OS (Linux) along with Camera Licenses to record per NVR and to provide a live view, storage and simultaneously Multi-channel playback of all IP camera or more and must be ONVIF with minimum support of 384 Mbps incoming Bandwidth.

2) NVR should support video compressions: H.265 or better, H.264, MJPEG.

3) Must support 1 channel RCA Input, 2 channel RCA Output for Two-way Talk with G.711U/A, G.711u, PCM, G726 audio compressions.

4) Intelligent auto power on when power resumes after power outage.

5) Storage: It should support minimum 8 SATA Slots with 20TB capacity/ Slot and RAID support of RAID 0/1/5/6/10.

6) Connectivity Interface: 2 Nos. x 10/100/1000 Mbps Ethernet Ports, 1x RS485, 1x RS232, 1x eSATA Port

7) Backup Interface: Its should have 4 Nos. x USB port (2x USB3.0, 2xUSB2.0)

8) Video Output Ports: 2x HDMI and 2 VGA

9) Alarm Ports: It should have 16/8 Ch. In/ out ports to connect various type of external sensors and output devices like hooter/ Siren etc.

10) Email & SMS Alert options: Option for SMS/ Email Alerts to minimum 5 designated mobile number for power failure, HDD failure, vandalism, tempering, network disconnection and panic

11) Web & Mobile Application: Web, Mobile app (For iPhone, iPad, Android Phone) for alerts and viewing.

12) Protocols: HTTP, HTTPS, TCP/IP, IPv4/IPv6, UDP, DHCP, DNS, SMTP, UPnP, IP Filter, PPPoE, FTP, DDNS, Alarm Server, IP Search, Multicast, Auto Registration, ONVIF (Profile T, Profile S, Profile G), CGI, SDK and OEM Cloud for remote monitoring without any public IP need.

- 13) Standards: CE, FCC, RoHS, BIS Certified
- 14) Power Supply: Should support AC100-240V, 50/60Hz Power supply.
- 15) Operating Condition: -5°C to 50°C, humidity 90% (max) (non-condensing)
- 16) The VMS application shall support all the features & functionalities of the offered cameras.
- 17) VMS should consist Licenses for all channels to record Cameras with General, motion detection, intelligent, alarm and POS recording modes. VMS should be provided with Camera Licenses, with no dependency of VMS licenses by binding with the MAC address of the cameras to achieve the functionality.
- 18) The NVR OEM shall be responsible for providing a mobile application compatible with both Android and iOS devices, enabling remote monitoring and playback of cameras/NVR footage.
- 19) The OEM must provide its own DDNS server hosted in India, eliminating the need for a public IP address for remote monitoring over the Internet.
- 20) Must support Continuous, Alarm, Motion, Instant, Panic Mode
- 21) It should support Resolution: 32MP; 24MP; 16MP; 12MP; 8MP; 5MP; 4MP; 1080p; 720p; D1; CIF; QCIF
- 22) When alarm recording is enabled and an event occurs, you can click the alarm icon on monitoring page to view the alert details. The snapshot function is supported on monitoring and playback page
- 23) The Network Video Recorder (NVR) shall be configured to send email whenever a system message is created or an alarm event occurs. The email server shall be a valid SMTP server. Each recipient email address shall be configured to receive any combination of critical, warning, or informational messages or alarm notifications. When an alarm occurs, the email message includes the NVR name, time of alarm and a list of camera that is configured to record upon alarm
- 24) It should have Web and GUI interface.
- 25) Built-In Artificial Intelligence: NVR should have built-in AI:- - 2 Channel face detection and recognition, - Minimum 4 Channel perimeter protection, - Minimum 8 Channel Smart Motion Detection
- 26) Face Recognition Database Capacity: It should support total Blacklist and Whitelist capacity of Minimum 20,000 Faces or more with Face Detection speed of 12 face images/sec and facility to add Name, gender, birthday, address, credential type, credential No., countries & regions and state to each face image.
- 27) Face & Human Attributes Search: Search Pictures/ Video by Gender, age group, glasses, expressions, face mask, beard, Top color, top type, hat, bag, age, gender and umbrella.
- 28) ANPR Capability: It should support ANPR Camera with License plate, plate color, vehicle body, vehicle model, vehicle logo, calling, seatbelt, vehicle registration location etc. vehicle attributes.
- 29) Alarm Notifications based on: Motion detection, video tampering, video loss, scene changing, PIR alarm, Camera external alarm, Face detection, face recognition, perimeter protection (intrusion and tripwire), ANPR, people counting, stereo analysis, crowd

distribution, heat map, Disk Full, Storage Error, IP Conflict and abnormal behavior of fan, cyber security exception

30) Alarm Notification should be linked with Recording, snapshots, Camera external alarm output, buzzer, logs, presets and email.

31) General AI Based Search: Search Pictures by channel, time, event type, target classification (Fall Detection, People Approach Detection and People No. Exception Detection, People Staying Detection, Violence Detection.

32) Smart playback function: Should support smart search for the selected area in the video and smart playback to improve the playback efficiency

33) VCA (Video Content Analytic): Should support multiple video contented analytics based on camera analytics

34) Analytics by NVR: Perimeter protection and face recognition 64 Channel Network Video Recorder (NVR) having display split:- Main screen: 1/4/8/9/16/25/36/64, 2nd screen: 1/4/8/9/16

Preferred make: BOSCH, PELCO, AXIS, Norton (manufactured in India)

c) LED DISPLAY

Supplying & erecting 43" professional LED display with 1920*1080 (Full HD) Display, suitable for 16/32 channel NVR and following features

1) Brightness: minimum 500 Cd/m²

2) Contrast Ratio: minimum 1000:1

3) Viewing angle: 178/178 deg.

4) Response time: Maximum 8 ms.

5) Inputs: HDMI, VGA, BNC, USB, Audio In,

6) Built-in speakers maximum 10 W,

7) Suitable to operate on 100-240 V 50 Hz AC supply

8) 24/7 Duty Cycle duly erected on wall or table top with standard accessories like wall mount stand and wiring connections etc.

Preferred Make Samsung, LG, Sony

d) 24U Rack

Supplying and fixing 24U Rack with 4 inch Castor wheels and front brake Floor Standing Rack with Main Frame Pillar of 1.25mm.

Powder Coated CRCA Sheet with removable side panels, L- Shape adjustable Vertical Mounting Rail of 2mm with 'U' Marking completely knocked-down condition (CKD) Shape.

Fitted with 4 number cooling fans, minimum 5nos two line cable entry/exit provision at top and bottom with rubber protection.

Front door 5mm Toughened Glass with MS frame or MS perforated with lock.

Rear MS vented or perforated door, Powder coated Color- RAL- 7035 or black, complied with UL & RoHS, 2 x 6 sockets 16A power distribution units, 3 numbers closed cable organizer, Hardware mounting screws packet of 20 x 1 number, etc. complete as required.

e) CAT 6 Cable

CAT6 UTP LSZH 23AWG Twisted Pair Cable in existing conduit/ on surface, Category 6 Unshielded Twisted Pair, 4 pair should be complied as per UL/ETL verification program for compliance with ANSI/TIA-568.2-D standard.

Outer diameter should be in the range of 6.1mm nominal with Operating Temperature Range : -5° to +60°C, Bending Radius : < 4 X Cable Diameter at -5°C ± 1°C and Pulling Force: 11.5Kg etc. complete as required.

1.5.4. FIRE SYSTEM

A) Smoke Detector

Low profile design

LBCP approved as per en-54 standards

Optical smoke detector

Using microprocessor technology with memory capacity up to 10 events

Smart linear drift compensation

360 degree visual indication

Remote led output

Removable chamber against dust and insect

B) Manual Call Point

Resettable type (non- breakable glass) with reset key

LBCP approved as per en-54 standards

Flush / surface mounting

Activation indication led

C) Response Indicator

LED Type: Dual RED LEDs

Operating Voltage: 24V DC

Alarm Current: Approx. 10-16 mA

Compatibility: Conventional smoke and heat detectors

Body Material: ABS Plastic or Mild Steel

Mounting: Wall/Ceiling surface mount

Installation Area: Indoor use only

Dimensions (502 Model): 61mm (H) x 72mm (W) x 18mm (D)

Operating Temp: 0-50°C

Remote Signalling: Indicates alarm status for detectors in inaccessible locations

High Visibility: Dual LEDs ensure clear visual confirmation of a fire alarm.

Structure: Designed for robust performance and easy installation

D) Alarm Sounder

MS Type available for flush or surface mounting

24 / 12 Volt DC operation / 70-100 V AC for PA system

Voltage: 20-26 V.D.C.

Alarm Current: 180 mA

Weight: 850 gm

Dimension (mm): 185 × 125 × 75

Colour: Red

Material of Cons.: MS

E) Control Panel

Main control and indicating panel made out of 16 SWG MS sheet

Powder coated in approved colour with louvers for ventilation,

Locking arrangement,

Audio and visual indication for fire alarm and public address system,

Monitoring system including connections, interconnections etc.

6 zone panel for fire alarm system 100 watt amplifier racks suitable for operation on 230VAC/24V DC supply conforming to IEC-268-3 complete with all accessories as required- 2 Nos.(one to act as standby)

Talk back master station with LED PTT (press to talk) pushbutton for operation on 230V AC/24 V DC supply conforming to IEC-268 for simplex mode of operation/communication suitable for 20 Nos. talk back unit

Announcement control desk suitable for selection of different zones selectively and ON ALL CALL switch with visual indication etc., complete as required

Amplifier change over switch for inter changing amplifier- 1No. Monitor panel for loudspeaker complete output selector ON/OFF switch, fuse visual indications etc. complete as required

Gooseneck microphone with stand and ON/OFF switch.

Mains ON/OFF switch, fuse indication lamps, DC and AC voltmeters & ammeters terminal blocks etc. complete as required

Battery charger trickle cum boost to take complete load of fire alarm & PA system complete with all accessories including providing & fixing of 2 nos. 12 volt, 30 AH each sealed maintenance free batteries.

1.5.5. ELECTRICAL WORKS

A) Switch, socket and modular Box

All switch socket to be provided as per rating mentioned in BOQ of standard make like ABB, Havells, Schneider Electric, and Legrand.

B) Wires

Wires both FRLS and armour to be provided as per rating in BOQ of standard make like Polycab, Havells, Finolex

C) DB Box , MCCB, MCB & SP

DB Box , MCCB, MCB & SP to be provided as per rating in BOQ of standard make like ABB, L & T, Havells, Schneider

D) Lights

Lights to be installed or rated rating of Philips, Wipro, Crompton.

E) New Panels and Existing Panels and DG servicing

Supplying, installation, testing and commissioning of cubical type MV (Floor Panel) Panel as per IEC:61439-I made out of 14 SWG sheet steel.

Totally enclosed IP-54 protection, free standing, floor mounted dust and vermin proof, indoor type compartmentalized powder coated of approved shade after antirust treatment (with min seven tanks) suitable with busbar interconnection with suitable size of copper lead/solid Aluminium strips, control circuits & bottom base channel of MS section not less than 100mmx50mmx5mm (thick).

Fabrication shall be done in transportable section ,entire panel shall have a common earth busbar at rear with 2 nos. earth stud cable alleys, cable gland plates in two half as required as per single line diagram & specification enclosed with the following

Switchgears.

INCOMER:-

1 Nos.200 Amps. TPN MCCB (35 KA) with electronic releases.

1 Set phase indication lights (R, Y, B)

1 No. Volt Meter (digital type) with inbuilt VSS & control fuses.

1 No. 0-125 Amp. Ammeter (digital type) with inbuilt ASS

BUS BARS:-

400 Amps. TP&N aluminium bus bars (35 KA)

OUT GOINGS:-

2 Nos. 125A 4PN, MCCB

2 Nos. 125A TPN, MCB

Servicing of Existing LT panel, Transformer, DG to be done by OEM or OEM authorized agencies only.

F) VCB Panel

General Specifications

System voltage: 11 kV

Highest system voltage: 12 kV

Frequency: 50 Hz

Type: Indoor / Outdoor (generally indoor metal-clad)

Installation: Floor-mounted, draw-out type breaker

Standards: IS 13118 / IEC 62271 series

Vacuum Circuit Breaker Ratings

Rated voltage: 11 kV

Rated current: 630A / 1250A / 2000A (as per requirement)

Short circuit breaking current: 25 kA (commonly for 3 sec)

Making capacity: $\sim 2.5 \times$ breaking current

Operating duty: O-0.3s-CO-3min-CO

Type: Vacuum interrupter, motor spring charged mechanism

Panel Construction

Type: Metal-clad, compartmentalized

Degree of protection: IP4X / IP55 (as required)

Material thickness:

- Load-bearing: ≥ 3 mm
- Non-load: $\geq 2-2.5$ mm

Busbar:

- Copper, insulated (heat shrink / epoxy)
- Rated as per system current

Cable entry: Bottom / Top (as specified)

Busbar & Insulation

Busbar material: Electrolytic copper

Insulation level:

- Power frequency: 28 kV
- Impulse withstand: 75 kVp

Short-time withstand: 25 kA for 3 sec

Current Transformers (CTs)

Type: Resin cast / epoxy insulated

Core configuration:

- Metering: Class 0.5 / 0.5S
- Protection: 5P10 / 5P20

Burden: 5-15 VA typical

Ratio: As per load (e.g., 600/1, 300/1 etc.)

Potential Transformer (PT) (if required)

Type: Draw-out / fixed

Ratio: 11 kV / $\sqrt{3}$ / 110 V

Accuracy: 0.5 / 1 class

Protection & Control

Numerical relay (microprocessor-based):

- Overcurrent & earth fault (O/C + E/F)
- Optional: Differential / REF / distance

Trip coil & closing coil: 110V / 220V DC

Control supply: DC battery / AC with charger

Indications:

- Breaker ON/OFF/TRIP
- Spring charged
- Fault indication

Annunciation system with hooter & reset

Metering & Instruments

Ammeter (with selector switch)

Voltmeter (with selector switch)

Energy meter (optional)

Multifunction meter (modern tenders)

Interlocking & Safety

Mechanical & electrical interlocks:

- Breaker cannot close in test position
- Door cannot open in ON condition

Earthing switch interlock

Anti-pumping feature

Shutter mechanism for live parts

Tests (Mandatory in Tender)

Type tests:

- Short circuit test
- Temperature rise test
- Lightning impulse test

Routine tests:

- HV test
- Functional test

Special tests:

- Internal arc test (25 kA / 1 sec typical)

Drawings & Documents

Tender must include:

GA drawing of panel

SLD (Single Line Diagram)

Control & wiring diagrams

Relay scheme

Foundation details

O&M manuals (multiple copies)

Accessories & Spares

Mandatory spares:

- Vacuum interrupter
- CTs
- Trip & closing coils

Tools:

- Operating handle
- Racking handle

- Space heaters & illumination

Name Plate Details

- Manufacturer name
- Serial number
- Rated voltage/current
- Breaking capacity
- Year of manufacture
- Purchase order details

(SECTION-VIII)

**ANNEXURE, FORMS OF APPLICATION, LOA, MAKE APPROVAL &
AGREEMENT**

Power of Attorney for signing of Bid

[Refer Clause 4.1(c), 4.3 of Section-III, ITB]

(To be given on Non-judicial stamp paper and duly notarized)

Know all men by these presents, We ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Work Project proposed or being developed by the National Highways Authority of India (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20...

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
2.

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarised by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

AFFIDAVIT

(To be given on a Non-judicial stamp paper and duly notarized) as per cl. 4.1 (g) (v) of ITB

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm _____ nor any of its constituent partners have abandoned any work or works on National Highways of India nor any contract awarded to us for such works has been rescinded during last five years prior to the date of this bid.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, TADA, POTA, Negotiable Instruments Act or any Labour/employee beneficial legislation's.
4. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHAI to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHAI.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of the Firm

FORM OF LETTER OF APPLICATION OF BID

To,

Estate Officer/ GM (T)
National Highways Authority of India
G5 & G6, Sector - 10
Dwarka New Delhi -110075.

DESCRIPTION OF WORKS: Name of Work

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 _____

Bank Guarantee for BID Security

B.G. 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 JV) (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 Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment’s at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016. (hereinafter referred to as “the Project”) pursuant to the RFP 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 1.2.4 read with Clause 2.20.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 19,99,245/- (Rupees Nineteen Lakhs Ninety Nine Thousand and Two Hundred Forty Five 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 due 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. 19,99,245/- (Rupees Nineteen Lakhs Ninety Nine Thousand and Two Hundred Forty Five 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 or 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 or 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. 19,99,245/- (Rupees Nineteen Lakhs Ninety Nine Thousand and Two Hundred Forty Five 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 New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
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:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

Signed and Delivered by Bank

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

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

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

Within 10 (ten) days after receipt of the Letter of Acceptance, you shall deliver a Performance Security of Three percent of the Contract Price, valid for the period of 30 days after the expiry of defect liability period and sign the contract. The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from any scheduled Indian Bank or a Foreign Bank located within India and approved by Reserve Bank of India.

You are hereby requested to sign the contract agreement, failing which the actions as stipulated in clause No. 33.3 of ITB may be taken by NHAI.

Thanking you.

Yours faithfully,

(.....)
Estate officer/ GM (T)

Accepted By

FORM OF LETTER FOR APPROVAL OF MAKE

No.

Dated

To

M/s.....

Sub.: (Name of Work)- Approval of Make

Ref:

Sir,

With Reference to above cited subject, the following Make & Model was proposed via your reference above, is hereby approved subject to terms and conditions of the agreement:

BOQ No.	Description of Item	Make/ Model in Agreement	Make/ Model Proposed by Contractor	Remarks

Further, the approval make/model of items shall be equipped with all the features/requirements/accessories/ warranty in BOQ Item in agreement and remaining items in the schedule of work shall be as per BOQ and terms and condition of the agreement.

Thanking you.

Yours faithfully,

(.....)
Estate officer/ GM (T)

Copy to:-

- 1.
- 2.

[Manufacturer Authorization form (MAF) to be filled by company of approved make/ brand authorizing bidder or associated firm proposed by bidder for executing work(s)]

To

Estate Officer,
National Highways Authority of India G-5&6, NHAI Old HQ,
New Delhi, 110075

Sub: Manufacturer Authorization form (MAF) to M/s for NHAI bid for “Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment’s at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016.”

Dear Sir,

We, M/s established and reputed manufacturer and service provider of (Stainless Steel/ Carbon Steel/ Galvanized Iron Anchors), having our registered office at

We hereby authorize M/s (Bidder name or firm proposed by bidder) to execute work using our range of products against your said bid.

We further extend our warranty for years for our range of products offered by M/s... against the said bid.

Thanking You,

Best Regards,

Authorised Signatory

Format of Curriculum Vitae (CV) For Proposed Key Staff

1. Proposed Position:
2. Name of Staff:
3. Date of Birth : (Please furnish proof of age)
4. Nationality:
5. Educational Qualification:
(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)
6. Membership of Professional Societies:
7. Publication: NA
(List of details of major technical reports/papers published in recognized national and international journals)
8. Employment Record:
(Starting with present position, list in reversed chronological order showing every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give client references, where appropriate).
9. Summary of the CV
(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).
Education:
Field of Graduation and year Field of post graduation and year Any other specific qualification
A) Experience
i) Total experience: Yrs
ii) Responsibilities held:
i) Yrs.
ii) Yrs.
iii) Yrs.
iii) Relevant Experience (in similar nature of works): Yrs.
B) Permanent Employment with the Firm (Yes/No):
If yes, how many years :
If no, what is the employment :
Arrangement with the firm :

10. Details of the current assignment and the time duration for which services are required for the current assignment.

CERTIFICATION

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.

2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself my qualification and my experience.

3. I understand that NHAJ may initiate debarment proceedings against me if I abandon the assignment before its completion.

Signature of the Candidate

Place Date

Signature of the Authorized Representative of the firm

FORM OF AGREEMENT

AGREEMENT

This agreement made the _____ day of _____ 2024 _____ between the National Highways Authority of India, New Delhi (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 of Rs. _____ 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-III).

NOW THIS AGREEMENT WITNESSETH as follows:

1. 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;
2. 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,
 - (d) Conditions of Contract
 - (e) Special Conditions of Contract and Contract Data,
 - (f) Scope of Work,
 - (g) Technical Specifications

- (h) Bill of Quantities, and
- (i) Any other document listed in the Contract Data.

3. 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.
4. 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.
5. 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:

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

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 to execute..... (Name of Contract and brief description of Works) (hereinafter called “the contract”).

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

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

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (Amount of guarantee) (Rupees..... (in words), , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

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

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 as per the details below:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	IFSC Code	CNRB0008598

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

Name of the Issuing Bank/ BranchName of the Controlling Branch/Bank.....

Address & Telephone Number.....Address & Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank's policy).....

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

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



**National Highways Authority of India
(Ministry of Road Transport & Highways)**

Tender for

Addition and Alteration work at NHAI NSV Centre consisting Civil work, Façade Work, Electrical & Fire Works, HVAC Works, UPS Works and CCTV Works including servicing of various electrical equipment's at NHAI NSV Centre, Near MCD Toll Plaza, Sector 20, Gurugram, Haryana-122016.

(Financial Bid)

Volume-II

Plot No. G-5 & 6, Sector - 10, Dwarka, New Delhi - 110075

Preamble

- 1.1.1 The Schedule of quantities/ Bill of quantities attached as Form-I(excel sheet) shall be read in conjunction with Notice inviting tender, Conditions of Contract, and Specifications.
- 1.1.2 The quantities given in the Schedule of quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be actual quantities of work ordered and carried out and valued at the Item rate quoted by bidder against each item the priced Bill of quantities, where applicable and otherwise at such rates and prices as the Engineer may fix within the terms of Contract.
- 1.1.3 The rates/ prices quoted by bidder the priced Schedule of Quantities shall, except in so far as it is otherwise provided under the contract, include all equipment, construction plant, Labour, supervision, materials, erection, maintenance, testing of input material delivered, profit, all levies, duties, royalties and taxes including GST together with all general risks, liabilities and obligations set out and implied in the Contract.
- 1.1.4 The bidder shall quote item rate in provided excel sheet against rates provided which are inclusive of all mentioned above in 1.1.3.



**Arbitration Rules of the
Society for Affordable Redressal of Disputes (SAROD)
(SAROD ARBITRATION RULES)**

ARBITRATION RULES OF SAROD

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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/1044/2013. 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, it 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

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

2.2 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.

“**NHBF**” 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**” or “**PARTIES**” means a party or parties to an arbitration agreement as the case may be.

“**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 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.
- 4.3 A filing fee of ₹ 25,000/- (Twenty Five Thousand) (plus 18% GST) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration.
- 4.4 The Party may acquire Primary Membership of SAROD as per prescribed fee and procedure. It is not a pre-requisite for invoking arbitration under 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 ₹ 25,000/- (plus 18% GST) or any amount decided by Governing Body from time to time is payable at the time of filing the Response.
- 5.3 In case any party has 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 party has waived the right to object.

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 alongwith 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 defence 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 defence, if the Claimant intends to challenge anything in the statement of Respondent’s defence 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, defence 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 Thy 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 extended 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 Defence, 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 of ₹ 3,00,00,000/- (Rs. Three Crores) or less.
- 11.2 In all cases of disputes claimed for more than ₹ 3,00,00,000/- (₹ Three 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 on 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.
- 11.6 No arbitrator will have more than 05 cases simultaneously.

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 days 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 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

- 21.1 Fees will be payable to the Arbitrators as per SAROD Fee Schedule, as amended from time to time.
- 21.2 **Membership Fee (Non – Refundable):**
- a. The Membership fee of SAROD is as under:

Sl. No.	Membership Type	Fee
1	Primary	₹ 2,00,000/-
2	Associate	₹ 1,00,000/-

Note: The GST at the rate of 18% will be applicable on above membership fee.

- b. The Primary and Associate Memberships are valid for a period of 5 years.
- 21.3 SAROD administrative fees shall be paid by both parties to the Secretariat at the rate of ₹ 7,000/- (plus 18% GST) per hearing.

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. The venue for the Arbitration meeting shall be organized by the SAROD Secretariat.
- 23.2 Notwithstanding Rule 22 and 23.1, 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 arbitration proceedings shall be English. In case 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 10.00 AM to 5.00 PM 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, other 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 or hearings to be held during the Arbitral proceedings on the first date of 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 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 to the Parties the matters or questions, 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 description 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 consider the written testimony in such manner and to such extent 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 deems it fit, the expert shall, after delivery of his written or oral report, participate in an oral hearing, at which the Parties may question or cross examine him 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 The 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 of Costs and Expenses

- 35.1 The deposits in respect of Tribunal’s fees and SAROD administration fees shall be ascertained in accordance with the Schedule of Fees and SAROD administrative fee as amended from time to time.
- 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 of 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 of 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 in the Award.
- 36.2 If there is no unanimity, the Award 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 the office or premises of 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 sufficient number of originals of the Award for being delivered to the Parties and for filing with the Secretary.
- 37.7 The Secretary shall deliver 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 correction(s) 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 39.1 on its own initiative within 30 days of the date of the Award.

Rule 40 – Settlement

- 40.1 If, the Parties arrive at amicable settlement of the dispute during the currency of Arbitral 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 State 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.
- 45.3 The Secretary is authorized to initiate action in case of violation of Code of Ethics by Arbitrators as per rules and place before the Governing Body for decision.

Rule 46 – Amendment to Rules

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