



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N) - Works to be carried out at risk & cost of EPC Contractor

## **NATIONAL HIGHWAYS AUTHORITY OF INDIA**

(Ministry of Road Transport & Highways, Govt. of India)



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N) - Works to be carried out at risk & cost of EPC Contractor

**NIT NO: NHAI/PIU/UER-II/2026**

**QUOTATION DOCUMENT  
National Competitive Bidding  
[Through e-Tendering]**

**May, 2026**

**PROJECT IMPLEMENTATION UNIT- DWARKA**

**National Highways Authority of India**

**201E/A, Second Floor, 021, Corporate Park (Near Dwarka Sector-8**

**Metro Station), Sector-21, Dwarika New Delhi-110075**

Email - [piudwarka@gmail.com](mailto:piudwarka@gmail.com) [piudwarka@nhai.org.in](mailto:piudwarka@nhai.org.in);



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## **SECTION-I**

### **NOTICE INVITING TENDER**

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Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N) - Works to be carried out at risk & cost of EPC Contractor

**NIT NO. NHA/PIU/UER-II/2026**

**Date: 19.05.2026**

**Inviting Limited Tender for pre-qualified bidders through e-Tender**

**(National Competitive limited bidders Bidding through e-Tendering mode only)**

The National Highways Authority of India, hereinafter called “The Employer” hereby invites bids (Technical and Financial) on item rate (percentage) basis through e-tendering (limited tender) from bidders empanelled/ Pre-Qualified by RO Delhi under Class-A, B, C, and D for emergent as per NHAI Policy Circular No. 10.2.37/2024 dated 08.07.2024, for the work of Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N) a period of three months on item rate (percentage) basis at the Risk and Cost of EPC Contractor (M/s H.G. Infra Engineering Ltd., M/s Krishna Constructions - Ceigall India Ltd. (JV), M/s Gawar Construction Ltd. - E5 Infrastructure Pvt. Ltd. (JV) & M/s. S.S. Builders JV - M/s Diamond Construction Co.(JV) ) as detailed in the Table below: -

Sl. No.	Section	Length (in km)	Estimated Cost excl. GST (in Rs.)	Bid Security (Rs.)	Period
1	Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N) 2 call Works to be carried out at risk & cost of EPC Contractor	46.1 Km	59,08,06,100/-	1,18,16,122 /-	3 MONTH

**Note:** Estimated Cost is exclusive of GST as per applicable rates.

**Cost of Bid Documents (Non-Refundable): Rs. 10,000/-**

The Scope of work includes “Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N- Works to be carried out at risk & cost of EPC Contractor” under Risks & Cost of existing contractor on item rate (percentage) basis and further detailed information regarding the scope of work may be seen in the RFQ.

It is mandatory for all the pre-qualified Bidders to have Class-III Digital Signature



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**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](http://www.cca.gov.in) to participate in e-tendering of NHAI.**

To participate in the e-bid submission, it is mandatory for the bidders to get themselves registered their firm/consortium with the NHAI e-Tendering Portal (<https://etenders.gov.in>) to have a user ID & Password. **In addition to it, the bidders empanelled in NHAI Regional Office, Delhi in lieu of NHAI Policy circular no. 10.2.37/2024 dated 08.07.2024 can only participate in this limited tender as per SoP circulated vide NHAI Policy circular no. 10.2.37/2024 dated 08.07.2024. Following are the empanelled pre-qualified agencies/bidders.**

Sl.No.	Name of Bidders	Approved Class	Prequalified criteria
(i)	M/s Arjunvaishnavi Infrastructure and Developers (P) Ltd.	Class C	Applicants who are suitable for executing the work up to Rs 50.00 Cr.
(ii)	M/s JBCO Infratech (P) Ltd.	Class B	Applicants who are suitable for executing the work up to Rs 75.00 Cr.
(iii)	M/s JSR Consultants (P) Ltd.	Class A	Applicants who are suitable for executing the work up to Rs 100.00 Cr.
(iv)	M/s K.G. Gupta Infrastructures (P) Ltd.	Class C	Applicants who are suitable for executing the work up to Rs 50.00 Cr.
(v)	Mahavir Prasad Gupta And Sons	Class D	Applicants who are suitable for executing the work up to Rs 25.00 Cr.
(vi)	S and P Infrastructure Developers (P) Ltd.	Class C	Applicants who are suitable for executing the work up to Rs 50.00 Cr.
(vii)	Simplex Infrastructures Limited	Class A	Applicants who are suitable for executing the work up to Rs 100.00 Cr.

**Further, in continuation to NHAI Policy circular no. 10.2.37/2024 dated 08.07.2024, RO Delhi NHAI letter no. 1216 dated 26.02.2026 following additional firms are empanelled pre-qualified agencies/bidders:**

Sr. No.	Name of the Bidder	Qualified under the Class	Remarks
1.	Raj Shyama Constructions Private Limited	Class A	Eligible for the work upto 100 Cr.
2.	SEC Buildtech Pvt Ltd	Class A	Eligible for the work upto 100 Cr.
3.	Shiva Buildtech Pvt Ltd	Class A	Eligible for the work upto 100 Cr.
4.	Sarvodya Infracon Pvt. Ltd.	Class B	Eligible for the work upto 75 Cr.
5.	Krishna Constellation Private Limited	Class A	Eligible for the work upto 100 Cr.



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6.	RCC Developers Pvt Ltd	Class A	Eligible for the work upto 100 Cr.
7.	RKCPL Limited	Class A	Eligible for the work upto 100 Cr.
8.	Sabz Infra Solution Private Limited	Class D	Eligible for the work upto 25 Cr.
9.	Perfect Allied Safety and security Service Pvt Ltd	Class D	Eligible for the work upto 25 Cr.
10.	KRC Infraprojects Com	Class A	Eligible for the work upto 100 Cr.
11.	The Shivam Enterprises	Class C	Eligible for the work upto 50 Cr.
12.	Mahavir Prasad Gupta And Sons	Class D	Eligible for the work upto 25 Cr.
13.	Winner Constructions Pvt Ltd	Class C	Eligible for the work upto 50 Cr.
14.	JSP Projects Private Limited	Class A	Eligible for the work upto 100 Cr.
15.	Raja Infraconstruction Pvt Ltd	Class C	Eligible for the work upto 50 Cr.
16.	Chaudhary Construction Company Private Limited	Class C	Eligible for the work upto 50 Cr.
17.	Shri Vasudevkrishna Constructions Pvt. Limited	Class C	Eligible for the work upto 50 Cr.
18.	DMR Builders Pvt Ltd	Class A	Eligible for the work upto 100 Cr.
19.	K G Gupta Infrastructure pvt Ltd	Class A	Eligible for the work upto 100 Cr.
20.	MD-Infra India Private Limited	Class D	Eligible for the work upto 25 Cr.
21.	Kaluwala Constructions Private Limited	Class A	Eligible for the work upto 100 Cr.

The detailed tender document can be viewed /downloaded/purchased/submit from/to the website <https://etenders.gov.in> and [www.nhai.gov.in](http://www.nhai.gov.in) from 19.05.2026 to 30.05.2026 (upto 11:00 Hrs). The complete RFQ can be downloaded from the NHAI e-tendering portal free of cost. Bidders have to pay a sum of Rs. 10,000/- (Rupees Ten Thousand only) towards payment of cost of Bid Documents to "National Highways Authority of India" 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.	Account Holders Name	NATIONAL HIGHWAYS AUTHORITY OF INDIA
2.	Name of Bank	CANARA BANK, NHAI
2.	Name of Branch	G 5 & 6 Sector 10 Dwarka New Delhi 110075
3.	Account No.	8598201006264
4.	IFSC Code	CNR80008598

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

The last date for online submission of the Bid is upto 30.05.2026 upto 11:00 Hours (as



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

**Project Director,**  
**NHAI, PIU Dwarka**  
**201E/A, Second Floor, 021, Corporate Park**  
**(Near Dwarka Sector-8 Metro Station),**  
**Sector-21, Dwarka New Delhi-110075**  
**[piudwarka@gmail.com](mailto:piudwarka@gmail.com) [piudwarka@nhai.org](mailto:piudwarka@nhai.org)**



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## SECTION-II

### CONDITIONS OF CONTRACT AND CONTRACT DATA

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## Section -II

### Conditions of Contract

#### A. General

##### 1. Definitions

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

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

**Compensation Events** are those defined in Clause 41 hereunder.

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

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

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

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

**The Contractor's Quotation** 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.

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

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

**The Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the



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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



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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 / Quotation,
  - (d) Contract Data,
  - (e) Conditions of Contract
  - (f) Technical Specifications,
  - (g) Drawings, if any
  - (h) Implementation Manual and Maintenance Intervention Level
  - (i) Scope of Work
  - (j) Bill of Quantities, and
  - (k) Any other document listed in the Contract Data.

### **3. Language and Law**

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

### **4. Engineer's Decisions**

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

### **5. Delegation**

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

### **6. Communications**

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 6.2 Mode of delivery of communication may be by hand, post, courier, email or any other authentic document delivery mode.
- 6.3 Each party (Authority, Contractor and Engineer) shall notify others their details for official communication -
- I) Address of Project office



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- ii) Name of Authorized person
- iii) Mail ID
- iv) Whatapp number for transfer of information

## **7. Subcontracting**

7.1 Deleted.

7.2 Deleted

7.3 Deleted

7.4 Deleted

## **4. Other Contractors**

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

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

## **9. Personnel**

**9.1** The Contractor shall employ the technical personnel named in the Contract Data. The PD 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. 50,000/- per month in case of Project Manager and Rs. 10,000/- in case of other key personnel will be imposed upto a maximum period of 15 days. 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, referred to in clause 11.1, 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 effect 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.



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## **15. Queries about the Contract Data**

- 15.1 The Project Director, PIU Dwarka NHAI will clarify queries on the Contract Data.
- 15.2 Bids shall remain valid for a period of 120 days after the deadline of bid submission. A bid submitted for the shorter period shall be treated non-responsive.

## **16. Contractor to Construct the Works & do maintenance**

- 16.1 The Contractor shall execute the Works in accordance with the documents forming part of the contract.

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

- 17.1 The Contractor may commence execution of the Works within 48 hrs of receiving LOA. However no payment will be done before signing of Contract Agreement Contractor shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

## **18. Approval by the Engineer**

- 18.1 For all permanent works under BOQ items, necessary design and drawings shall be provided to the contractor based on which Contractor shall prepare and submit necessary working drawing for approval from IE / Authority, before commencing the work execution.
- 18.2 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.
- 18.3 The Contractor shall be responsible for design of Temporary Works, as, when and where required.
- 18.3 Deleted
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where ever required, such as for major structure
- 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. The management of present traffic as per applicable codal provision will be sole responsibility of Contractor to avoid any untoward situation.

## **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.



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## **21. Possession of the Site**

21.1 The Employer shall give complete possession of the Site to the Contractor immediately after signing of Agreement.

## **22. Access to the Site**

22.1 After signing of the LOA, site will be deemed handed over to the contractor and contractor shall have full access of the site for mobilization of resources and execution of scope of work or any other work required to be done for execution of scope of work.

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

- a. The Engineer
- b. The Employer

## **23. Instructions**

23.1 The Contractor shall comply with all instructions of the Authority and Engineer issued in relation to Scope of work, which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer (or any person authenticated by the Employer) to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the Employer if so required by the Employer.

## **24. Deleted**

## **25. ARBITRATION**

25.1 In case of dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled as set-forth below:

- (i) The Dispute shall be finally referred to Society for Affordable Resolution of Disputes (hereinafter called as SAROD), a Society registered under Society's Act, 1860 vide Registration No. S/RS/SW/1049/2013 duly represented by Authority and National Highways Builders Federation (NHBF). The dispute shall be dealt with in terms of Rules of SAROD. The details procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1966, as amended from time to time.

The Dispute shall be governed by Substantive Law of India.

- (ii) The appointment of Tribunal, Code of Conduct for Arbitrators and fees and expenses of SAROD and Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time. The rules of SAROD are as per Annex-I.





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- (iii) Arbitration may be commenced during or after the Contract period provided that the obligations of Authority and the Contractor shall not be altered by reason of the Arbitration being conducted during the Contract Period.
- (iv) The seat of Arbitration shall be New Delhi or a place selected by governing body of SAROD and the language for all documents and communication between the Parties shall be English.
- (v) The expenses incurred by each party in connection with the preparation, presentation etc. of arbitral proceedings shall be shared by each party itself.
- 25.2 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Contractor the Authority agree and undertake to carry out such Award without delay.
- 25.3 The Contractor and the Authority agree that an Award may be enforced against the Contractor and / or the Authority as the case may be and their respective assets wherever situated.
- 25.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 25.5 **Adjudication by Regulatory Commission or Authority**
- In the event of constitution of a Statutory Regulatory Commission or Authority with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall instead of reference to arbitration under Clause 25, be adjudicated upon by such Regulatory Commission or Authority in accordance with the Applicable Law and all references to Disputes Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be or no such appeal has been preferred within the time specified in the Applicable Law.
- 26 Deleted
- B. Time Control
27. Work completion Programme
- 27.1 The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval of work programme within the time stipulated in the Contract Data showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts.





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

**27.3** The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

## **28. Extension of the Intended Completion Date**

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

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

## **29. Delays Ordered by the Engineer**

**29.1** Deleted

## **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**



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**The contractor shall execute the work under scope as per required quality provided through relevant specifications and guidelines issued by MORTH, BIS codes, IRC codes etc. The contractor shall satisfy the Authority and the Engineer for the quality of work under execution through various test as prescribed in relevant codes / specifications.**

**31. Identifying Defects**

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

**32. Tests**

**32.1** The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests and specific work related test if any, instructed by Engineer in addition in prescribed in the documents forming part of contract.
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- c. The Authority may engage third party for testing of executed items. The payment for the same would be made by the Authority.

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

**32.3** Subject to further condition in contract data

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

**33.1** The Defect Liability Period will be 06 Months for the maintenance work.

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

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



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**34. Uncorrected Defects**

If the Contractor has not corrected a Defect, to the satisfaction of the Engineer, within the time specified in the Engineer's notice/indent, necessary penal action may be initiated against contractor including the contractor will be removal from approved panel of contractors and blacklisting for 2 years from NHAI.



## **D. Cost Control**

### **35. Bill of Quantities**

- 35.1** The Bill of Quantities shall contain items for the Scarifying of existing flexible pavement by milling machine only, overlay of mentioned stretch and incidental items and maintaining works to be done by the Contractor. Any additional work required to be done for rectification of the pavement is to be assessed by the bidder itself. No additional payment/claim will be entertained. The cleaning & maintaining the function of the associated drains shall be responsibility of contractor.
- 35.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item for the work executed.

### **35.3 Changes in the Quantities: deleted**

### **36. Variations**

#### **36.1 Only as per Policy circular no.10.2.37/2024 dated 08.07.2024**

### **37. Payments for Variations**

- 37.1** If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.
- 37.2** If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities and if it cannot be derived from similar item in Bill of Quantities then the rate will be derived as per Clause 37.3.
- 37.3** The Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from NHAI will be taken. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division after applying the applicable Tender Discount.

### **38. Cash Flow Forecasts**

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



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### **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 / Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 39.7** The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

### **40. Payments**

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

**40.2** DELETED.

**40.3** DELETED

### **41. Compensation Events**

- 41.1** The following shall be Compensation Events unless they are caused by the Contractor:
  - a) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no defects.
  - b) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - c) 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.
  - d) The effect on the Contractor of any of the Employer's Risks.



**41.2** If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.

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

## **42. Taxes & Currencies for payments**

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

**42.2** All payments will be made in Indian Rupees.

## **43. Price Adjustment**

**43.1.** Deleted

**43.2.** Deleted

## **44. Security Deposit / Retention Money**

**44.1** The Employer shall retain security deposit of (05) % five percent of the amount from each payment due to the Contractor until Completion of the whole of the Works.

**44.2** The security deposit/retention money and the performance security will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have to be corrected.

**44.3** Deleted

## **45. Liquidated Damages**

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

**45.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the



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Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of liquidated damages.

**46. Advance Payment:-**

**46.1 Deleted**

**46.2 Deleted**

**46.3 Deleted**

**47. Securities**

47.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 10% percent of the Contract Price, valid for the period of 28 days after the expiry of defect liability period of one year plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract. The validity shall account for additional 3 months time to account for BG verification, signing of contract and start date.

47.2 Computation of amount of Additional Performance Security: If the Bid quoted by L1 has been identified as an ALB, then the amount of Additional Performance Security shall be computed as per clause 2.21.1 of RFP as under:  
(a) If the Bid price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated project cost, then the Additional Performance Security shall be calculated 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) 10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder but with maximum ceiling of value of such Additional Performance Security up to value of Performance Security BG. (b) If the Bid price offered by the Selected Bidder is lower than 20% of the estimated project cost, then the Additional Performance Security shall be calculated 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) 10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder but with maximum ceiling of value of such Additional Performance Security up to value of Performance Security BG. (i) Estimated project cost (as mentioned in RFP) -20% of the Estimated project cost and (ii) the bid price offered by the selected bidder. (a) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by selected Bidder. (b)The additional performance security shall be treated as part of the performance security.

**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 Works. The Engineer shall, within 14 days of the date of receipt





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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 Completion of DLP. **And also After Engineer certification that there are no defects in the work done.**

## **51. Final Account**





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**51.1** The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

## **52. Operating and Maintenance Manual**

**52.1** Deleted

**52.2** Deleted

## **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 10 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
- c) the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 45;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this paragraph, "**corrupt practice**" means 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



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the Bidding Process; if the Contractor has not completed at least thirty percent of the value of work required to be completed after half of the completion period has elapsed;

- i) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified; and
- j) Any other fundamental breach as specified in the Contract Data.

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

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

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

**53.6 Foreclosure-** NHAI may foreclose the contract before the expiry of the scheduled contract period on account of any reason taken by Authority or any such administrative decision by giving one months' Notice.

## **54. Payment upon Termination**

**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 and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer and employer may recover the same from Performance Bank Guarantee.

## **55. Property**

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

## **56. Release from Performance**



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- 56.1** If the Contract is is not viable 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 void. 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. Constructions 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,



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working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

## **59.0 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.

Minimum of 04 times, contractor shall do photography /videography in the entire contract period.

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

## **60. The Apprenticeship Act, 1961**

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





## ANNEX-I

### Arbitration Rules of SAROD

#### Rules :

1. Scope of Application
2. Definitions
3. Notice, Calculation of Periods of Time
4. Commencement of Arbitration
5. Response by Respondent
6. Filing of Case Statements
7. Contents of Cause Statements
8. Default in Filing and Serving Case Statements
9. Further Written Statements
10. SAROD to Provide Assistance
11. Appointment of Tribunal
12. Multi-Party Appointment of the Tribunal
13. Appointment of Substitute Arbitrator
14. Independence and Impartiality of the Tribunal
15. Code of Ethics for Arbitrators
16. Challenge of Arbitrators
17. Decision on Challenge
18. Removal of the Tribunal
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21. Fees of SAROD and Arbitral Tribunal
22. Transmission of File of the Tribunal
23. Juridical Seat of Arbitration
24. Language of Arbitration
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26. Communications between Parties and the Tribunal
27. Party Representatives
28. Hearings
29. Documents - only Arbitration
30. Witnesses
31. Experts Appointed by the Tribunal
32. Rules applicable to substance of dispute
33. Closure of Hearings
34. Additional Powers of the Tribunal
35. Deposits to Costs and Expenses
36. Decision Making by the Tribunal
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38. Additional Award
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41. Interest



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42. Costs
  43. Waiver
  44. Exclusion of Liability
  45. General Provisions
  46. Amendment to Rules





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## PREAMBLE

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

## SAROD ARBITRATION RULES

### Rule 1 - Scope of Application

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

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

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

### Rule 2 - Definitions

- 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. **80**

“**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.



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

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

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

**“PARTY”** means a party to an arbitration agreement,

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

### **Rule 3 - Notice, Calculation of periods of Time**

- 3.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
- 3.2 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non- business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non- business days occurring during the running of the period of time are included in calculating the period.
- 3.3 Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.
- 3.4 The transmission is deemed to have been received on the day of transmission.

### **Rule 4 - Commencement of Arbitration**

- 4.1 Any party wishing to commence an arbitration under these Rules (“the Claimant”) shall file with the Secretary and serve on the other party {“the **81** 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;



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- 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 of Arbitration is filed;
  - g. a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and
  - h. the name of the Claimant's nominated arbitrator.
- 4.2 A filing fee of Rs. 10,000/- (Ten thousand) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration
- 4.3 The date of filing of the Notice of Arbitration with the Secretary is the date of commencement of the arbitration for the purpose of these Rules.

### **Rule 5 - Response by Respondent**

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

### **Rule 6 - Filing of Case Statements 82**

- 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.



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- 6.4 No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Secretary.
- 6.5 The Tribunal or if a Tribunal has not been appointed, the Secretary, may upon the written application of a party, extend the time limits provided under this Rule,
- 6.6 The party required to file a case statement must at the same time deposit with the Secretary for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of arbitrators constituting or who will constitute the Tribunal.

#### **Rule 7 - Contents of Case Statements**

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

#### **Rule 8 - Default in Filing and Serving Case Statements**

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

#### **Rule 9 - Further Written Statements**

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

#### **Rule 10 - SAROD to Provide Assistance**

- 10.1 At the request of the Tribunal or either party, the Secretary will render such assistance as is required for the conduct of the arbitration, including arranging for



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facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation of these rules.

- 10.2 Any additional expenses incurred or to be incurred for any such arrangements shall be borne by the parties.

### **Rule 11 - Appointment of Tribunal**

- 11.1 The disputes shall be decided by a Sole Arbitrator when the total claim of dispute is Rs. 3 Crores or less.
- 11.2 In all cases of disputes claimed for more than Rs. 3 Crores, the tribunal shall consist of odd number of Arbitrators to be nominated by the parties. The Presiding Arbitrator shall be appointed by the Arbitrators nominated by the parties from amongst the panel maintained by SAROD. For deciding the Presiding Arbitrator, a draw of lots can be carried out from amongst the names suggested by the Arbitrators nominated by the Parties, The eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.
- 11.3 If a Sole Arbitrator is to be appointed, the Governing Body will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defence and Counterclaim (if any) is filed or falls due, whichever is earlier. The Governing Body will appoint the Arbitrator from the panel of Arbitrators by draw of lots,
- 11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD Arbitration Panel as at the date of the appointment,
- 11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be by a draw of lots.

### **Rule 12 - Multiparty appointment of the Tribunal**

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

### **Rule 13 - Appointment of Substitute Arbitrator**

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

### **Rule 14 - Independence and Impartiality of the Tribunal**



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- 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.



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Dependence





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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**





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- 16.1 An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence and also if he or she has committed any misconduct.
- 16.2 An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties,
- 16.3 A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.
- 16.4 A party who intends to challenge an arbitrator shall file with the Secretary and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.
- 16.5 The Notice of challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.
- 16.6 The Notice of Challenge must state the reasons for the challenge.
- 16.6 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.



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

#### **Rule 21 - Fees of SAROD and Arbitral Tribunal**

##### **Fee Schedule**



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

## **Rule 22- Transmission of File to the Tribunal**

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

## **Rule 23 - Judicial Seat of Arbitration**

- 23.1 Unless otherwise agreed by the parties, the judicial seat of arbitration shall be New Delhi.
- 23.2 Notwithstanding Rule 22.1 and 22.2, the Tribunal may, unless otherwise agreed by the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

## **Rule 24 - Language of Arbitration**

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

## **Rule 25 - Conduct of the Proceedings**

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

## **Rule 26 - Communication between Parties and the Tribunal**

26.1 Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case may be.

26.2 Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.

26.3 The address of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.

26.4 A copy of correspondence between the parties and the Tribunal shall be sent to the Secretary.

## **Rule 27 - Party Representatives**

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such



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representatives must be notified to the other party or parties. In case one party is represented by non-legal person, another party will also be represented by non-legal person so as to maintain natural justice.

## **Rule 28 - Hearings**

- 28.1 Unless the parties have agreed on documents-only arbitration, the tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.
- 28.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitrations on the first hearing, and complete time table pertaining to all the activities of the Arbitration e.g. submission of statement of claim, reply, counter claim, reply therein, admission and denial of documents, visit/inspection of site if any. The tribunal shall stick to the time table with without any deviations unless there are unavoidable circumstances warranting such deviation which will be with the prior permission of the tribunal.
- 28.3 Prior to the hearing, the Tribunal may provide the Parties with matters or questions to which it wishes them to give special consideration.
- 28.4 In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.
- 28.5 All meetings and hearing shall be in private unless the parties agree otherwise.

## **Rule 29 - Documents Only Arbitration**

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

## **Rule 30 - Witnesses**

- 30.1 The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call and reasons for legal necessity of such witness.
- 30.2 No party shall call any expert witness without the leave of the Tribunal.
- 30.3 Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal,
- 30.4 A Witness may be required by the Tribunal to testify under oath or affirmation.



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- 30.5 Subject to such order or direction which the Tribunal may make, the testimony of witness may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits,
- 30.6 Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether,
- 30.7 The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

### **Rule 31 - Experts Appointed by the Tribunal**

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

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

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

### **Rule 33 - Closure of Hearing**

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

### **Rule 34 - Additional Powers of the Tribunal**

- 34.1 In addition to the powers conferred by the Act, the Tribunal shall also have the power to:-
- Allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
  - Extend or abbreviate any time limits provided by these Rules;
  - Conduct such enquires as may appear to the Tribunal to be necessary or expedient;



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- d. Order the parties to make any property or thing available for inspection
  - e. Order any parties to produce to the Tribunal, and to the other parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Tribunal determines to be relevant;
  - f. Make orders or give directions to any party for interrogatories;
  - g. Make orders or give directions to any party for an interim injunction or any other interim measure;
  - h. Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.
- 34.2 If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

### **Rule 35 - Deposits to Costs and Expenses**

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





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- 35.7 The parties shall remain jointly and severally liable to the SAROD for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

### **Rule 36 - Decision Making by the Tribunal**

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

### **Rule 37 - The Award**

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





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### **Rule 38 - Additional Award**

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

### **Rule 39 - Correction of Awards**

- 39.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Secretary and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.
- 39.2 If the Tribunal considers the request to be justified, it shall make the corrections) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.
- 39.3 The Tribunal may correct any error of the type referred to in Rule 37.1 on its own initiative within 30 days of the date of the Award.

### **Rule 40 - Settlement**

- 40.1 If, the parties arrived at amicable settlement of the dispute during the currency proceedings, the parties shall file memo of settlement before the tribunal who shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award,
- 40.2 The Parties shall:
- Notify the Tribunal and the Secretary immediately if the arbitration is settled or otherwise terminated;
  - 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.



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45.2 The Secretary may from time to time issue Practice Notes on the implementation of these Rules.

#### **Rule 46 - Amendment to Rules**

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



### CONTRACT DATA

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

1.1		Clause Reference
1	The Employer is <b>Project Director, NHAI, PIU-Dwarka</b> 201E/A, Second Floor, 021, Corporate Park (Near Dwarka Sector-8 Metro Station), Sector-21, Dwarka New Delhi-110075 Email - <a href="mailto:piudwarka@gmail.com">piudwarka@gmail.com</a> <a href="mailto:piudwarka@nhai.org.in">piudwarka@nhai.org.in</a> 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 Works is <b>30 days</b> from start date.	[Cl.1.1 , 17&28]
4	Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N- <b>Works to be carried out at risk &amp; cost of EPC Contractor</b>	[Cl.1.1]
5	The Start Date shall be within 02 (Seven) days after the issue of LOA.	[Cl.1.1]
6	Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N- <b>Works to be carried out at risk &amp; cost of EPC Contractor</b>	[Cl.1.1]
3.1	(a) The law which applies to the Contract is the law of Union of India	[Cl.3.1]
	(b) The language of the Contract documents is English	[Cl.3.1]
7.1	The limit of subcontracting is Nil	[Cl.7.1]
8.1	<b>Schedule of Other Contractor - NIL</b>	[Cl.8.1]
13.1	Amount for insurance are: a) Rupees equivalent to Contract price. b) Rupees equivalent to 5% of Contract price. c) Rupees 20 lakhs for multiple incidents. And deductible as per premium rate.	[Cl.13.1]
14.1	Site Investigation Report required before commencement of work	[Cl.14.1]



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27.1	(A) The period for submission of the programme for approval of Engineer shall be three days from the issue of Letter of Commencement.  (B) (a) Diversion plan: (1) Before commencement (2) Emergent Indents - Within 24 hours	[Cl.27.1]
27.3	Amount to be withheld for delays in submission of updated programme : 1% of value of work corresponding to the updated programme.	



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33	The Defect Liability Period for the be 0 Months from date of completion			
45.1	(a)	Amount of liquidated damages for delay in completion of works	For identified Indented work <b>0.5%</b> of the Indented value, rounded nearest thousand, per day minimum of Rs.10000/- per day	[Cl.45.1]
	(b)	Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the Initial Contract rounded off to the nearest thou	
47.1	The standard form of Performance Security acceptable to the Employer shall be an <u>unconditional</u> Bank Guarantee of the type as presented in the Bidding Documents.			[Cl.47.1]
53.2	(j) Other fundamental breach is that the contractor has failed to complete 100% of value of work.			[Cl 53.2 (j)]
54.1	The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the work shall be 20%.			[Cl.54.1]



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## SECTION-III SCOPE OF WORK

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## SECTION - III

### SCOPE OF WORK

- 6.1 Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N- Works to be carried out at risk & cost of EPC Contractor”**

The works involving execution of various items as per detail in BOQ as per attached annexure including maintenance of the executed works.

**6.2 Safety Improvement (Traffic Management) -**

The Contractor shall provide road signs and safety barriers as directed Engineer-in-charge and flexible type safety barrier for at least minimum length of 400 meters will be required.

Traffic management including lane wise diversion during the execution should be assessed by the bidder and should ensure the latest IRC standards (IRC:SP:55:2014 and IRC:67:2012) during the execution of work and maintenance period.



### **6.3 Inspection**

Full and complete inspection of the executed works shall be undertaken at appropriate intervals as mentioned in this section & section VIII (Implementation Manual & Maintenance Intervention Levels and as mentioned in Clause 6.13). The Contractor shall provide appropriate testing equipment for qualitative inspections as per relevant standards.

#### **6.3.1 Daily followed by weekly and monthly Inspections**

Items to be inspected daily on regular basis followed by weekly and monthly inspections shall include but not limited to Blocked drains, etc.

### **6.4 Repairs**

Repairs arising out of the inspections shall be carried out by the Contractor as per Performance Standard after a joint assessment with the Engineer and approval of NHAI.

### **6.5 PERFORMANCE STANDARDS - .**

#### **B) Route Operations -**

#### **6.5.1 Performance Standard for Drainage System -**

The inspection and maintenance shall follow the guidelines specified in IRC: SP35-1990 or any modification to it by Indian Roads Congress.

#### **6.5.2 Performance Standards for Operations - As specified in 6.8**

#### **6.6- Deleted**

#### **6.7 - Deleted**

#### **6.11-Deleted**

### **6.12 ADDITIONAL MAINTENANCE STANDARDS**

#### **6.12.1- Maintenance standard for cleaning, clearing and repairing roadside lined drains -**

6.12.2 Maintenance standard for cleaning, clearing, deepening and reshaping of roadside unlined drains -

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

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



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#### 6.12.4.1 Scope

Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

#### 6.12.4.2 Methods, Tools & Equipment

As per latest available IRC and MORTH guidelines.



#### 6.12.4.3 Measurements for Payment

The work shall be measured as indicated in BOQ.

#### 6.12.4.4 Rate

The rate for the work shall be as indicated in BOQ

### 6.13 Monitoring

6.13.1 The Contractor shall submit the daily report (by email) indicating the day's activities and the work executed at site. The Contractor shall also inform any changes observed at site such as road condition, structure damages/changes, damages to road-signs, crash barriers, railing, encroachments and any other unusual changes at site before 11.00 AM everyday for the preceding 24 hours. .

6.13.2 The daily report should be submitted to PD and Engineer on daily basis as per proforma approved by Engineer in consultation with PD, NHAI.

**6.13.3 The detail summary of these daily inspections and work carried out shall form part of monthly bill in the form of email extracts otherwise payment may not be admissible.**

6.14a) Deleted

6.15) Deleted



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

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## SECTION-IV

### TECHNICAL SPECIFICATIONS

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## TECHNICAL SPECIFICATIONS

### 7.1 PREAMBLE:

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

### 7.2 GENERAL REQUIREMENTS

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

#### 7.2.1 PART - I - GENERAL TECHNICAL SPECIFICATIONS

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (FIFTH REVISION, April 2013) issued by the Ministry of Road Transport & Highways, Government of India and published by the Indian Roads Congress, hereinafter referred to as MORTH Specifications.

#### PART - II - SUPPLEMENTARY TECHNICAL SPECIFICATIONS

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

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

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

7.2.3 The Authority / Client shall get the 3<sup>rd</sup> party quality audit of Concrete work from any nearest reputed government technical institute for its strength and mix design for the work and construction agency shall bear the cost of these tests.



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

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## **SECTION-V IMPLEMENTATION**

### **MANUAL AND MAINTENANCE INTERVENTION LEVELS**

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## SECTION - V

### IMPLEMENTATION MANUAL AND MAINTENANCE INTERVENTION LEVEL

#### 8.1 Introduction

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

8.1.2 This work includes routine, periodic, recurrent and urgent maintenance activities to repair highway surface, shoulders, road side, drainage facilities, CD work, signs, markings and inspection facilities. The works of different nature at scattered locations within specified time frame need to be performed confirming to specifications and standards in order to keep carriageway in perfect condition.

#### 8.2 Maintenance Procedures

8.2.1 The complete maintenance programme shall be spread over the initial base period of three months. There are eight significant procedural areas:

- Maintenance Programme Planning
- Resource Estimation
- Identification of Priorities
- Work Scheduling
- Work Management
- Work Control and Quality Assurance
- Payment Procedures
- Records & Documentation

#### 8.3 Maintenance Programme Planning

8.3.1 The maintenance programme planning shall be in two stages

- a. First Stage: Within 3 days of issuance of Letter of Commencement by the Employer. Contractor & Engineer shall identify the activities of Routine Maintenance, which shall have to be taken up immediately who check the further deterioration of paved and unpaved surface of carriageway separately. To identify these activities formal field inspection shall be carried out by technical staff of Contractor & Engineer. A management meeting shall then be called within 7 (seven) days of inspection to scrutinize the identified works and then these works shall be quantified. Engineer shall then issue indent to contractor for execution of these works specifying quantity to be executed at different locations, amount of works calculated on the basis of the unit rates quoted by contractor and date of completion. This part of work shall certainly be commenced not later than stipulated date of commencement.



b. Finalisation of yearly maintenance programme: Deleted

#### 8.4 Resource Estimation

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

#### 8.5 Identification of Priorities

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

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

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

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

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

#### 8.6 Work Scheduling

8.6.1 The maintenance and rehabilitation work of road is of unpredictable nature so quantities shown against each item or work are only representative. It is expected that they would be consumed during the entire base period of works but employer would not be responsible to pay any compensation etc. in case there is variation to any extent in quantity of actual execution of particular item of work with respect to representative quantity shown in BOQ for that particular work.

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



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

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Group - I: Works of short duration of completion (up to 3 months)

Group - II: Deleted

- 8.6.3 For works under Group I, weekly indents shall be issued by the Engineer. These indents shall mean to identify, quantity the various works which contractor is expected to execute on his unit rates quoted by him at specified locations within the time period assigned in the indents. Each indent shall be treated as part of the work for which contractor has submitted Bids. The terms & conditions applicable in quotation document shall also be applicable to these indented works.
- 8.6.4 In case of urgency requiring immediate actions to remove road blockade, to construct temporary diversion or urgent preventive measures to reduce extent of expected damages or to make precautionary arrangements to handle emergencies,. Engineer shall issue interim indents for such works / arrangements to be complied with by the contractor in responsible manner without loss of time.
- 8.6.5 The price of any such work which are not covered with items mentioned in price bid, the rates and prices in the contract shall be used as the basis for valuation of reasonable rates, failing which after due consultation by the Engineer with the Employer and the Contractor; suitable rates or prices shall be decided by the Engineer with the approval of Employer.
- 8.7 Work Management
- 8.7.1 The success of Contract maintenance system lies with good work management. The contractor shall draw activities which shall be accomplished by in house crew and portion of the work to be accomplished with Sub-contractors.
- 8.7.2 Deleted
- 8.7.3 Deleted
- 8.7.4 The contractor can also consider introducing communication system (like mobile, etc).on the Highway for better and efficient management of site.
- 8.8 Work Control & Quality Assurance
- 8.8.1 The Engineer shall adopt random sampling procedures to ensure quality control. Engineer shall carry out in- process inspections and end product inspections to collect samples and shall carry out testing in order to determine the degree of adherence to the maintenance standards of delivered or constructed material. Any testing / checking of works by Engineer shall not absolve the contractor from his responsibility to execute works strictly in accordance of MORTH / IRC / IS specifications or laid down standards in quotation document.
- 8.8.2 A quality control laboratory equipped with all instruments required to perform tests as indicated in MORTH / IRC / IS specifications at frequency mentioned therein shall have to be provided by the contractor or the tests shall be carried out through third party laboratory approved by Engineer. Contractor shall ensure that testing of all material delivered or constructed is regularly carried out by his filed staff as per standard norms and results of these tests are recorded in



made available to Engineer whenever required by him. The contractor shall provide the QC laboratory facility, as incidental to work and no separate payment shall be made for this item. The QC lab facility shall also be made available to Engineer for conducting tests of his own.

8.8.3 In process inspections shall be carried out by the Engineer to witness and / or to verify the quality / quantity of work, when activity is in process with aim to judge justification of payment. Engineer shall carry out end product inspections after completion of the activity to provide satisfactory evidence about acceptability of the contractors work.

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

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

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

## 8.9 Payment Procedures

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

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



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- The employer shall pay the amount due to the Contractor under certificate and recommendations by the Engineer within 15 days after it has been delivered to the Employer.

#### 8.10 Records & Documentation

8.10.1 The results of all inspections shall be documented. The test results containing documentary evidence of activities and data relevant to the quality of work and performance of the contractor shall also be documented. The field daily activity to be filled by Site Engineer of Contractor shall be a basic form of documentation. The activities to be entered in daily diary are

- The description of day's activities, number and type of crew on job, equipment on job weather and temperature
- Any measurement made to determine pay quantities
- Daily summary of material issued in the job
- A record of significant conversations with and direction given to the contractor
- A record of bottlenecks with the progress or execution of the work
- A record of material testing in lab
- Details of visit by officials

8.10.2 Deleted

#### 8.11 MAINTENANCE INTERVENTION LEVELS - As specified in 6.8



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

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**SECTION: VI BILL**

**OF QUANTITIES**

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Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

The Appendix forms part of Bid. Bidders are required to fill up all the blanks in the form of Quotation and Appendix thereto)

**FINANCIAL QUOTATION FORM -e-Tendering only [Percentage  
Rate Tender & Contract for works]**

To

**Project Director,**  
**201E/A, Second Floor, 021, Corporate Park**  
**(Near Dwarka Sector-8 Metro Station), Sector-21, Dwarka New Delhi-**  
**110075**

Sub.: Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)” - **Reg.**

Reference letter No. ....

Dear Sir,

Having examined the site of works and Quotation Documents, comprising Instructions to Bidders, Scope of works, Conditions of Contract, Technical Specifications, Bill of Quantities and schedules for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said quotation documents at

\_\_\_\_\_percentage (in \_\_\_\_\_ figures)  
\_\_\_\_\_ (in words)

below / above the estimated rate entered in the Volume-II (Bill of Quantities showing items of works to be carried out) all in accordance with the said Quotation documents.

2. We undertake, if our Quotation is accepted, to commence the work within fifteen (15) days of receipt of the order to commence, and to complete and deliver the sections and whole of the works comprised in the Contract within the period stated in the quotation here to.
3. If our Quotation is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.
4. We agree to abide by this Quotation for the period of ..... (.....) days from the last date fixed for Quotation Submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.





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5. We confirm our agreement to treat the Quotation documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any person other than the person authorized by the Employer or use such information in any manner prejudicial to the safety and integrity of the works.
6. Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.
7. We understand that you are not bound to accept the lowest or any quotation you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized

\*\* To sign Quotation for and on behalf of

(In block capital letters)

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature of Witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_  
\_\_\_\_\_

\*\* Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.



### **Bill of Quantities**

#### **9.00 Preamble**

- 9.01 The Bill of quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Scope of Work and Specifications.
- 9.02 The quantities given in the Bill of quantities are estimated quantities. The basis of payment will be actual quantities of work indented and carried out and valued at the rates and prices tendered in the priced Bills of quantities, where applicable and otherwise at such rates and prices as the Engineer may fix with in the terms of Contract.
- 9.03 The rates and prices tendered in the priced Bill of Quantities shall include all equipment, plant, tools, spares, labour, supervision, overheads, consumables, materials, erection, maintenance, testing of input material delivered, profit, taxes and duties together with all general risks, liabilities and obligations set out and implied in the Contract and other incidentals to comply with the requirements of technical specifications and scope of work.
- 9.04 The rates and prices shall be quoted entirely in Indian Currency.
- 9.05 A rate or price shall be entered against each item in the Bill of Quantities whether the quantities are stated or not. The cost of the items against which the contractor has failed to enter rate or price shall be deemed to be covered by other rates and prices entered for the related items of work.
- 9.06 The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Bill of Quantities and where no rates are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
- 9.07 The contractor shall keep the entire carriageway neat and clean throughout the contract period. The contractor shall maintain guard rails, railings, crash barriers, road furniture etc. in good condition by cleaning them frequently as advised / required by using suitable detergents/chemicals.
- The staff of the contractor shall wear safety jackets, shoes, helmets etc. while on duty and any violation will attract a fine of Rs. 5,000/- for each incident.
  - Failure to erect safety signage or trying to carry out the works without proper precautions/safety measures as required will attract a fine of Rs. 5,000/- for each incident.
- 9.08 Deleted
- 9.09 General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. Reference to the relevant sections of the bidding document shall be made before entering rates or prices against each item in the Bill of Quantities.



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**Name of the work:** Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N- Works to be carried out at risk & cost of EPC Contractor

### **Priced Bill of Quantities/ Bill of Quantities**

**Attached as  
Annexure**



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

NAME OF FIRM		
Option	% In figure	% In words
Percentage below on Estimated Cost put to Tender		
Percentage above on Estimated Cost put to Tender		
At par of estimated cost put to Tender		

Signature of Contractor



## PROCEDURE UNDER E-TENDERING INSTRUCTIONS TO APPLICANTS

### DEFINITIONS:

**NHAI e-Procurement Portal:** An e-tendering portal of National Highways Authority of India ("NHAI") introduced for the process of e-tendering which can be accessed on <https://etenders.gov.in> (Note: RFP stands modified to the extent required as per these instructions)

### 1. ACCESSING/PURCHASING OF QUOTATION 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](http://www.cca.gov.in)) to Participate in e-tendering of NHAI.
- (ii) Detailed tender document can be viewed/ downloaded from e-tender portal of NHAI <https://etenders.gov.in> or NHAI website [www.nhai.gov.in](http://www.nhai.gov.in) from **19.05.2026 to 30.05.2026 (11:00 Hours)** free of cost.
- (iii) To participate in the submission of the Application, it is mandatory for the bidders to get registered their firm/Consortium with e-tendering portal <https://etenders.gov.in> to have user ID and password. Registration is free of cost.
- (iv) Bidders have to pay a sum of Rs. 10,000/- (Rupees Ten Thousand only) towards payment of cost of Bid Documents to "National Highways Authority of India" in Authority's designated bank account and also upload online payment receipt of the same.

Following may be noted -

- a. Quotations can be submitted as per the RFP.
- b. For any clarifications on the above, may contact 0120-4200462, 0120-4001002 or email at [support-eproc@nic.in](mailto:support-eproc@nic.in).

### 2. PREPARATION & SUBMISSION OF APPLICATIONS :

- (i) The following documents shall be prepared and scanned in different files (in online mode) where quotations are requested on or before submission of quotation up to **11.00 Hours on 30.05.2026 :-**



- (a) EMD / Quotation Security;
  - (b) Cost of Quotation document (non-refundable).
  - (c) Power of Attorney for signing of Bid;
  - (d) Certificate from Chartered Accountant for Local content suppliers (Class- I/II/Non-local Suppliers. Local content suppliers are categorized based on the amount of local value added in their goods, services, or works. These categories are: Class-I local suppliers (50% or more local content), Class-II local suppliers (more than 20% but less than 50% local content), and non-local suppliers (20% or less local content).
- (ii) The quotation (Price bid) should be submitted through E-tender portal **only** in the prescribed format given. No other mode of submission is accepted.

### **3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- (i) The Bidder may modify, substitute or withdraw its e-quotation after submission prior to the Quotation Due Date. No Quotation shall be modified, substituted or withdrawn by the Bidder on or after the Quotation Due Date.
- (ii) Any alteration/ modification in the Quotation or additional information supplied subsequent to the Quotation Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of quotation, the bidder shall withdraw the previously submitted physical quotation and submit the revised quotation in a sealed envelope, duly signed and stamped, clearly superscribed as "Modified Quotation," within the prescribed timeline prior to the bid submission deadline.
- (iv) For withdrawal of quotation, the bidder shall submit a written request on their official letterhead, duly signed and stamped by the authorized signatory, clearly stating the intention to withdraw the submitted quotation. The request must be submitted to the authority before the quotation submission deadline.
- (v) It may specifically be noted that once a quotation is withdrawn for any reason, the bidder shall not be allowed to re-submit a quotation for the same tender under any circumstances.



#### **4. OPENING AND EVALUATION OF APPLICATIONS:**

- (i) Opening and evaluation of bids (financial) will be done
- (ii) Quotations shall be opened for evaluation on 01.06.2026 at the office of NHAI PIU Dwarka at 12.00 hrs onward
- (ii) 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.
- (iii) Quotation finally approved / selected for the work shall be informed to bidder through email / post)

#### **5. Award Criteria (Based on provisions under clause 26.2 “Award criteria” of RFQ for original empanelment tender):**

The Bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder:

Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class-I Local Supplier', the contract will be awarded to L1. If L1 is not 'Class - I local supplier' the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class - I local supplier' within the margin of purchase preference matches the L1 price, the contract shall be awarded to the L1 bidder. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class - I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

#### **DISCLAIMER**

The Applicant must read all the details given in document offering quotation, and, the quotation shall be submitted in line to that.



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## **SECTION-VII**

### **FORMS OF BANK GUARANTEES, LOA & AGREEMENT**

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## FORM OF BANK GUARANTEE FOR BID SECURITY

To

Project Director,  
NHAI, PIU Dwarka  
201E/A, Second Floor, 021, Corporate Park  
(Near Dwarka Sector-8 Metro Station), Sector-21, Dwarka New Delhi-110075  
Email - [piudwarka@gmail.com](mailto:piudwarka@gmail.com) [piudwarka@nhai.org.in](mailto:piudwarka@nhai.org.in)

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for "Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)" herein after called "the Tender" KNOW ALL MEN by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our registered office at \_\_\_\_\_ (hereinafter called the 'Bank') are bound unto the National Highways Authority of India (hereinafter called "the Employer") in the sum of the Rs. \_\_\_\_\_ (Rupees) \_\_\_\_\_) \*for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day \_\_\_\_ of \_\_\_\_\_ and undertake to pay the amount of \_\_\_\_\_ Rs. \_\_\_\_\_ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

- (i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.
- Or
- (ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.
  - (a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

This guarantee will remain in force upto and including the date **120 days** beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

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.

This guarantee shall also be operatable at our \_\_\_\_\_ branch at Patna 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 amount 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 after obtaining details thereof from NHAI. Details of which is given below:

S. No.	Particulars	Details
1.	Account Holders Name	NATIONAL HIGHWAYS AUTHORITY OF INDIA
2.	Name of Bank	CANARA BANK, NHAI
2.	Name of Branch	G 566 Sector 10 Dwarka New Delhi 110075
3.	Account No.	8598201006264
4.	IFSC Code	CNR80008598

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_ EMPLOYEE CODE NUMBER \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_



**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To

**Project Director,  
NHAI, PIU Dwarka**

201E/A, Second Floor, 021, Corporate Park

(Near Dwarka Sector-8 Metro Station), Sector-21, Dwarka New Delhi-110075

Email - [piudwarka@gmail.com](mailto:piudwarka@gmail.com) [piudwarka@nhai.org.in](mailto:piudwarka@nhai.org.in)

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.

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.



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

This guarantee shall also be operatable at our \_\_\_\_\_ branch at Patna 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 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 after obtaining details thereof from NHAI. Details of which is given below:

S. No.	Particulars	Details
1.	Account Holders Name	NATIONAL HIGHWAYS AUTHORITY OF INDIA
2.	Name of Bank	CANARA BANK, NHAI
2.	Name of Branch	G 566 Sector 10 Dwarka New Delhi 110075
3.	Account No.	8598201006264
4.	IFSC Code	CNR80008598

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

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



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

### **FORM OF LETTER OF APPLICATION**

To

Project Director,  
NHAI, PIU Dwarka  
201E/A, Second Floor, 021, Corporate Park  
(Near Dwarka Sector-8 Metro Station), Sector-21, Dwarka New Delhi-110075  
Email - [piudwarka@gmail.com](mailto:piudwarka@gmail.com) [piudwarka@nhai.org.in](mailto:piudwarka@nhai.org.in)

Description of Work: Bid for “Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)”

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Authorized Signatory)  
for and on behalf of M/s\_\_\_\_\_



### FORM OF LETTER OF ACCEPTANCE

No. ....

Dated .....

To

M/s.....

Sub.: "Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

\* \* \*

Sir,

Based on your bid submitted on \_\_\_\_\_ in compliance of Bidding Document of NHAI for execution of the work of "\_\_\_\_\_ (name of work)", it is hereby notified that your bid for a Contract Price Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) which is \_\_\_\_\_% below/above the estimated cost of Rs. \_\_\_\_\_ has been accepted for and on behalf of NHAI.

2. You are hereby requested to submit Performance Security in the form detailed in Para-47.1 of conditions of contract of the Bid Document for an amount equivalent to **10 % (TEN percent)** of the Contract Price as a Performance Security i.e. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) within 7 (Seven) days on the receipt of this Letter of Acceptance with a validity period of \_\_\_\_\_ months, as per provision of Clause-47.1 of condition of contract of the Bid Document and sign the Contract Agreement; failing which, the actions as stipulated in clause 33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)  
(Project Director)



## 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 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 47 of the conditions of contract (Section-I).

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) Contract Data,
  - (e) Conditions of Contract
  - (f) Technical Specifications,
  - (g) Drawings, if any
  - (h) Implementation Manual and Maintenance Intervention Level
  - (i) Scope of Work
  - (j) Bill of Quantities, and
  - (k) Any other document listed in the Contract Data.



Development of 6-lane Urban Extension Road (UER-2) - NH 344 M from NH 1, Km (-) 0+700 to Dwarka Sector 24 Road, Km 38+111 in the State of Delhi & 4 lane Road Spur NH 344 N, Starting from NH 344 M, Delhi at Km 26+135 of NH-344 M (UER-II) till Bahadurgarh bypass of NH-10 near Bahadurgarh in Haryana (Package-I,2,3/NH-344M & Package-5/NH-344N)

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: