

**1/42/2017-Tpt
Government of India
NITI Aayog
(PPP/PAMD Vertical)**

Sansad Marg, New Delhi
27 June 2019

OFFICE MEMORANDUM

Subject: High Powered Working Group to "Harmonize & Standardize National Bidding Documents".

This has reference to the EPC document and the 3 (three) categories of recommendations made thereon sent vide your email dated 22 April 2019.

2. We have reviewed and examined in detail all the recommendations made, and are of the view that the following can be included in the Standard EPC Document for the Construction sector:

(i) Clause 3.1(g) - Obligations of the Contractor:

The proposed additional language under clause 3.1(g) can be included therein with minor language corrections:

"The Contractor shall employ/deploy on the Project, personnel having valid skill certificates issued by any Government Institution such as National Skill Development Corporation, or any constituent unit of Engineering Council of India or Construction Industry Development Council or any equivalent national/international institution".

Further, since the changes suggested under clauses 3.4.4 and 3.4.5 are also broadly covered under the above addition to clause 3.1(g), they need not be included again for the same would only result in avoidable repetition.

(ii) Clause 3.9: Contractor's site establishment

Additional Language proposed as clause 3.9 can be added in clause 4.1.6 - 'Obligations of the Authority' - under sub-clause (e), to be read as follows:

"support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement including making available reasonable space for Contractor's site establishment such as labour camp, casting yard, batching plant, store, godown etc. at the Site."

(iii) Clause 8.3 - Damages for delay in handing over the Site:

As suggested, the expression "per day per metre" to be replaced with "per day per square metre".

(iv) Clause 13.4.2 - Restriction on Change of Scope:

As suggested, the limit on Change of Scope can be revised from 10% of the work to 20%. The revised clause 13.4.2 to read as follows:

"13.4.2 Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 20% (twenty per cent) of the work."

(v) **Clause 17.8 - Price adjustment for works:**

Under clause 17.8(e), the suggested item of "Building Work" can be included in the table of 'percentages to govern the price adjustment of the Contract Price', applicable percentage of which shall be *"as per the relevant indices issues/published by the Government."*

3. With respect to the other recommendations, it appears that majority of these are already addressed elsewhere (i.e. under a different clauses) in the Model Agreement and including them again would only be repetitious, possibly leading to confusion while interpreting the clauses.

For example, the proposed additional language suggested under clause 4.3, "The date of commencement of work shall be the date of handing over of clear unencumbered site or the date of environmental clearance whichever is later.", is already covered under the definition of "Appointed Date" under Article 26.1, as under:

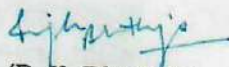
"Appointed Date" means that date which is later of:

1. (a) the 15th day of the date of this Agreement;
2. (b) the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7;
3. (c) the date on which the Authority has provided the Right of Way on at least 90% (ninety per cent) of the total land required for the Project in conformity with the provisions of Clause 8.2; and
4. (d) the date on which the Authority has provided to the Contractor the environmental and forest clearances for at least 90% of the total land required for the Project;"

4. Further, we had, vide our email dated 18 April 2019, sent the draft single-stage Request for Proposal for your comments, please let us have your inputs on the same.

5. We look forward to finalizing the Model Bidding Documents accordingly.

Dr. P. R. Swarup
Director General, CIDC & Convener, HPWG,
Hemkunt Chambers,
89 Nehru Place,
New Delhi - 110019.


(R. K. Bhatheja)
Economic Officer (PPP)
Phone No. 23042603
E-mail: rk.bhatheja@nic.in



Member Associations

1. Association of Consulting Civil Engineers (India)
2. Broadcast Engineering Society (India)
3. Computer Society of India
4. Construction Chemicals Manufacturers Association
5. Construction Industry Development Council
6. Consultancy Development Centre
7. Consulting Engineers Association of India
8. Indian Association of Structural Engineers
9. Indian Buildings Congress
10. Indian Concrete Institute
11. Indian Geotechnical Society
12. Indian Institute of Chemical Engineers
13. Indian Institution of Bridge Engineers
14. Indian Institution of Industrial Engineering
15. Indian Institution of Plant Engineers
16. Indian National Group of IABSE
17. Indian Society for Non Destructive Testing
18. Indian Society for Technical Education
19. Indian Society for Trenchless Technology
20. Indian Society of Agricultural Engineers
21. Institute of Urban Transport (India)
22. Institution of Mechanical Engineers (India)
23. International Council of Consultants
24. Mining Engineers' Association of India
25. The Aeronautical Society of India
26. The Automobile Society of India
27. The Indian Institute of Metals
28. The Institute of Electrical and Electronics Engineers.
29. The Institute of Marine Engineers (India)
30. The Institution of Civil Engineers (India)
31. The Institution of Electronics and Telecommunication Engineers
32. The Council of Engineering and Technology (India)
33. The Institution of Surveyors

ECI/NA/SC/PE/2019

Sub: Deployment of Skill Certified Personnel for Project Execution – Niti Aayog

Date: 1st July 2019

Dear Friends,

Enclosed please find letters sent to all Government departments, PSUs and Corporate Sector, which are self explanatory.

In order to make this initiative successful, we would request you to take following actions.

1. Meet and Interact with the key persons of all Project Authorities in your geographical location and insure that the provisions are accepted and adopted.
2. Encourage other Engineers / Work persons to join the pool of ECI / Affiliate body skilled personnel.
3. Conduct Skilling programs under the auspices of ECI / Affiliate bodies in your region.

For details, contact

Shri. B.R. Jain
Director, ECI
Mob: 8750065714

Shri. Arun Singh
Sr. Advisor, CIDC
Mob: 9678019196

With sincere regards

Dr. P R Swarup
MS, ECI & DG, CIDC



Member Associations

1. Association of Consulting Civil Engineers (India)
2. Broadcast Engineering Society (India)
3. Computer Society of India
4. Construction Chemicals Manufacturers Association
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ECI/NA/SC/PVT/2019

Date: 1st July 2019

Sub: Deployment of Skill Certified Personnel for Project Execution – Niti Aayog

Dear Friends and Colleagues,

Deployment of competent and skill certified personnel to execute Engineering functions, is an essential requirement and for a long time, this issue is being deliberated by all the constituents of our Engineering Industry.

It gives me immense pleasure to inform you that after long and in depth discussions & deliberations, Niti Aayog, Government of India has included these provisions in the recommended procurement systems. A copy of recently introduced amendments is enclosed for your kind perusal & onward actions. You may consider including these in your procurement systems forthwith.

It is note worthy that Central Public Works Department, Military Engineer Services, State PWDs and some CPSUs have already included partial provisions and the Association of Consulting Civil Engineers (ACCE) has recommended inclusions to their member organizations. A set of such inclusions is attached for your kind perusal and information.

The manufacturing sector, too must begin with specialized skilling initiatives to insure value addition to their products. You would appreciate that this singular initiative, shall enable us to eliminate the time and cost over runs, enhance productivity and build quality assets, while raising the knowledge level.

The Project owners, should implement this to enable their personnel administer the projects effectively.

I am sure you would find the same useful, take appropriate action and keep us posted.

For more details and assistance you may contact

Shri. B.R. Jain
Director, ECI
Mob: 8750065714

Shri. Arun Singh
Sr. Advisor, CIDC
Mob: 9678019196

With sincere regards

Dr. P R Swarup
MS, ECI & DG, CIDC



दिल्ली सरकार
कार्यालय प्रमुख अभियंता, लो0नि0वि0,
12वां तल, बहु-मंजिला भवन, इंदरप्रस्थ संपदा, नई दिल्ली: 110002
☎ 23490260, 23724560, फैक्स 23319021
Toll Free Complaint No. 1800 11 0093
वेबसाइट: <http://pwd.delhigovt.nic.in>
ई-मेल: pwdhqdelhi@gmail.com/dppwdhqdelhi@gmail.com/dmpwdhqdelhi@gmail.com



सं0: प्रमुख अभि/अनु0/Misc./2018/ 4156(H)

दिनांक: 29.06.2018

- सेवा में

महानिदेशक
केन्द्रीय लोक निर्माण विभाग,
भारत सरकार, निर्माण भवन,
नई दिल्ली।

विषय:—**Incorporation of Model Clause 19k & Employment of Professional Engineers.**

संदर्भ:—Email Ref. No. ECI/RPE/PWD/2018 dated 01.06.2018 received on 02.06.2018 from Dr. P.R. Swarup, DG(CIDC) & Member Secretary (ECI).

Enclosed please find a copy of email received on the subject matter from Dr. P.R. Swarup, DG, CIDC/ Member Secretary, ECI vide which it has been requested to add "Model Clause for Registration of Engineers" in the clause 19K of General conditions of contract for Central PWD Works 2014. Under this clause, it has been recommended that out of the total no. of Engineers being deployed by a contractor at any site of work, a minimum of 25% or more should be registered with ECI. As far as registration of Engineers is concerned, the same can be accepted. As this document (GCC) is being published by your office, it is recommended that the provision proposed by DG, CIDC may be incorporated in the CPWD, GCC-2014.

This issues with the approval of E-in-C, PWD, GNCTD.

(संजीव रस्तोगी)
निदेशक (अनुवीक्षण)

प्रतिलिपि प्रेषित—

✓ Dr. P.R. Swarup, DG, Construction Industry Development Council (CIDC), 801, Hemkunt Chambers, 89, Nehru Place, New Delhi - 110 019 w.r.t. his above referred email in the matter.

निदेशक (अनुवीक्षण)



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

NO. DG/CON/303

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAVAN, NEW DELHI

DATED: 16.07.2018

Sub:- Modification of Clause 19K in GCC CPWD 2014.

The following provision of GCC CPWD 2014 is modified as under

Existing Provision	Modified Provision
<p>19K Employment of skilled/semi skilled workers</p> <p>The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of</p>	<p>19K Employment of skilled/semi skilled workers</p> <p>The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman</p>

<p>compensation in case of default shall be final and binding.</p> <p>Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.</p>	<p>possesses requisite skill and amount of compensation in case of default shall be final and binding.</p> <p>Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.</p> <p>For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.</p>
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 16/7/18
Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2018

E-file No - 9046805

All Spl. DGs, ADGs, CPWD, E-in-C, PWD, Delhi Govt. They are requested to endorse a copy of this O. M. to all CEs, SEs & EEs.

 16/7/18
Executive Engineer (C)

CLAUSE 19K

The contractor shall, at all stages of work deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

Tele: 23015930

Dte of Contract Management
Military Engineer Services
Engineer-in-Chief's Branch
Integrated HQ of MOD (Army)
Kashmir House,
New Delhi - 110 011

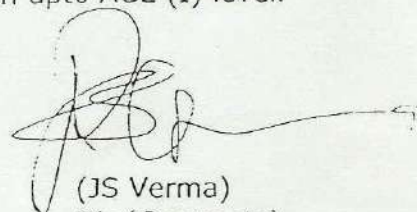
33481/IAFW-2249/E8

26 Feb 2007

List 'A' & 'B'

**MILITARY ENGINEER SERVICES : SPECIAL CONDITION TO BE
INCORPORATED IN MES TENDERS COSTING Rs. ONE
CRORE AND ABOVE**

1. Reference this HQ letter No. 33487/IAFW-2249(R)/E8 dated 27 May 2004 and 33487/IAFW/2249/ (R)/E8 dated 08 Apr 2005.
2. The subject special condition requires the contractor to employ skilled/semiskilled tradesman not less than 25% of total tradesman required in each trade, who are qualified and posses requisite certificate in particular trade from ITI/NICMAR/NAC and similar reported and recognized institutes of State/Central Govt.
3. Construction Industry Development Council (CIDC) has intimated that it has received full approval of Planning Commission for the centrally sponsored scheme "Testing and Certification of Skills of Workers in Informal Sector". Accordingly, the approval of Engineer in Chief is hereby conveyed for employment of skilled/semiskilled tradesman by contractors on MES works, trained & certified by CIDC. Name of the CIDC may be included in Special Condition alongwith other institutes listed therein.
4. This letter may be circulated to lower formation upto AGE (I) level.


(JS Verma)
Dir (Contracts)
For E-in-C

Copy to :-

Construction Industry Development Council - Wrt their letter No. MEM/39/2005
801 (8th Floor), Hemkunt Chambers, dt 02 Jan 2006 and TRG/CTTC/2006
89, Nehru Place, New Delhi - 110 019 dt 10 Jul 2006.

Circular

the contractor to remove the illegal occupation anytime on or before construction and delivery.

CLAUSE 19K

The contractor shall, at all stages of work deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE 20

Minimum Wages Act to be Complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary a otherwise shall either directly or indirectly, be given promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of **Employer** without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

श्री. ए. सिन्हा

सदस्य (तकनीकी)

N. K. SINHA

MEMBER (Technical)

Tel. : 91-11-6924382 (O)

91-11-4641298 (R)

Fax : 91-11-6924383

E-Mail : nhai@vsnl.com

Web Site : http://www.nhai.org

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
NATIONAL HIGHWAYS AUTHORITY OF INDIA

१, ईस्टर्न एवेन्यू

1, EASTERN AVENUE,

महाराणी बाग, MAHARANI BAGH,

नई दिल्ली-११००६५

NEW DELHI-110065

May 31, 2000

D.O. No. NHAI/20050/1/99-Tech

Dear Shri Ramakrishna,

Sub:- Provision of Compulsory deployment of 5% certified tradesmen in the NHAI Projects.


Please refer to your letter No. IMP/05/2000 dated 01.05.2000, requesting therein for incorporation of a clause for deployment of atleast 5% of certified tradesmen on the NHAI projects. Your view point in the matter has been appreciated by the NHAI. In this connection, it may be mentioned that following tradesmen are generally required for road projects:

- i) Operators for earth moving equipments like grader, excavator loader, dozers, cranes etc.
- ii) Operators for earth compacting equipments.
- iii) Operators for Hot Mix Plant.
- iv) Operators for Paver and Graders.
- v) Operators for Concrete Mixers and Batching Plant.
- vi) Mason for concrete works.
- vii) Carpenter for form work and fixer.

2. I shall be grateful if NHAI is apprised of the training facilities available in these trades and the turn-over of tradesmen per year. Further, the addresses of such training institutes may also please be intimated.

With regards

Yours sincerely,


(N.K. Sinha)

Shri G.V. Ramakrishna,
Chairman,
Construction Industry Development Council,
New Delhi



एनएचपीसी लिमिटेड

(भारत सरकार का उद्यम)

NHPC Limited

(A Government of India Enterprise)

संदर्भ सं./Ref. No. **NH/CCW/CC-I/175**

फोन/Phone : _____

दिनांक/Date : **12.04.2019**

Dr. P. R. Swarup (Secretary General)

Construction Industry Arbitration Council (CIAC),
801, 8th Floor, Hemkunt Chambers,
89 NEHRU Place, New Delhi

Sub: NHPC Schedule of Arbitrator's Fees.

Dear Sir,

NHPC has approved Construction Industry Arbitration Council (CIAC) as one of the Institute for resolution of disputes through Institutional Arbitration. NHPC has recently approved the revised fee structure of Arbitrator's Fees which includes fee for cases referred for Institutional Arbitration. Accordingly, the NHPC Schedule of Arbitrator's Fees is enclosed as Annexure-"A" for your reference.

The fee includes the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever called.

It is requested to convey the consent for the same within 15 days.

Kindly acknowledge the receipt.

Thanking you,

Your's Sincerely,

Sh. O. P. Gupta

L. K. Gupta 12.4.19

(L. K. Gupta)

General Manager (CC-I)

Email Id-lkgupta@nhpc.nic.in

पंजीकृत कार्यालय : एन एच पी सी ऑफिस कॉम्प्लेक्स, सेक्टर-33, फरीदाबाद - 121 003, हरियाणा

Regd. Office : NHPC Office Complex, Sector-33, Faridabad - 121 003, Haryana

CIN : L40101HR1975GOI032564; Website : www.nhpcindia.com

E-mail : webmaster@nhpc.nic.in; EPABX No. : 0129-2588110/2588500

बिजली से संबंधित शिकायतों के लिए 1912 डायल करें। Dial 1912 for Complaints on Electricity

Annexure-A

NHPC Schedule of Arbitrators Fees				
Sum In Dispute	Arbitrator I	Arbitrator II	Arbitrator III	Total Fees
upto Rs. 5,00,000/-	Rs.15000/-	Rs.15000/-	Rs.15000/-	Rs. 45,000/-
Above Rs. 5,00,000/- and upto Rs. 20,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs.5,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs.5,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs.5,00,000/-	Rs. 45000 plus 3.5% of claim amount over and above Rs.5,00,000/-
Above Rs. 20,00,000/- and upto Rs. 1,00,00,000/-	Rs. 32500 plus 3% of 1/3 of claim amount over and above Rs.20,00,000/-	Rs. 32500 plus 3% of 1/3 of claim amount over and above Rs.20,00,000/-	Rs. 32500 plus 3% of 1/3 of claim amount over and above Rs.20,00,000/-	Rs. 97500 plus 3% of claim amount over and above Rs.20,00,000/-
Above Rs. 1,00,00,000/- and upto Rs. 10,00,00,000/-	Rs.1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/-	Rs.1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/-	Rs.1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/-	Rs.3,37,500 plus 1% of claim amount over and above Rs.1,00,00,000/-
Above Rs. 10,00,00,000/- and upto Rs. 20,00,00,000/-	Rs.4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/-	Rs.4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/-	Rs.4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/-	Rs.12,37,500 plus 0.75% of claim amount over and above Rs.10,00,00,000/-
Above Rs. 20,00,00,000/-	Rs.6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.10,00,000/-	Rs.6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.10,00,000/-	Rs.6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.10,00,000/-	Rs.19,87,500 plus 0.50% of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/-

Note:

- 1) In addition to Fees Travelling Allowance / Hotel / DA / Conveyance expenses entitled equivalent to ED of NHPC will be paid to the arbitrators.
- 2) In case of Sole arbitrator Fees as mentioned for single arbitrator + 25% is payable.
- 3) The above fees shall be shared equally by both i.e. NHPC & Contractor.



एन एच पी सी लिमिटेड

(भारत सरकार का उद्यम)

NHPC Limited

(A Government of India Enterprise)

फोन/Phone: _____

दिनांक/Date: 24.01.2012

संदर्भ सं./Ref. No. NHPC/CCW/C-V/ Gen./18/12

To

Construction Industry Arbitration Council

801 (8th Floor), Hemkunt Chambers

89, Nehru Place, New Delhi 110019, India

Tel: +91-11-26451766 / 41617971 / 41619841 / 41619840

Fax: +91-11-26451604 / 26234770

Email: mail@ciac.in

Sub: Institutionalized Arbitration in NHPC.

Sir,

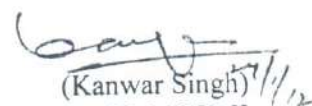
NHPC Ltd. (Govt. of India Enterprise), a premier organization in the field of execution and operation of Hydro Power Projects in the country has adopted Institutionalized Arbitration in its Tenders/ Contracts. In the process NHPC has included resolution of disputes through Institutionalized Arbitration as per arbitration Clause attached hereto:

S.N.	LOA No. & Date	Name of Work (Brief Scope Description)	Name of the Contractor	Awarded Cost	Date of Start of Work	Time for Completion
1.	NH/Contracts(Civil)/HM/TRCM/TLDP-IV/First Contract/1814 dated 04.08.2011	Supply & Installation of Trash rack cleaning Machine along with Hydraulic Grappler and Trash Disposal vehicle of Teesta Low Dam – IV HE Project	M/s Erhard Muhr GmbH, Germany	Euro 673,800 plus INR 4,156,000/-	04.08.2011	upto 30.06.2012

For favour of information please.

Thanking you.

Yours faithfully


(Kanwar Singh)

GM (CC)-II

Contracts Civil Division

Email: kanwarsingh@nhpc.nic.in



Contract No. NH/Contract (Civil) -
/ TRCM/CLDA-IV/PR11505/1
dt - 29.05.2011

the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

24.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

24.1.3 The Adjudicator shall be paid a daily fee for the hearings at the rate decided and agreed upon between the parties and the Adjudicator plus reasonable expenditures incurred in the execution of its duties as Adjudicator, and these costs shall be divided equally between the Employer and the Contractor.

24.1.4 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. The President, Institution of Engineers (India), 8, Gokhale Road, Kolkata, India shall be the "Appointing Authority" for Domestic Contractor (Sole/Lead Partner). The President, International Chamber of Commerce, Paris shall be the "Appointing Authority" for Overseas Contractor (Sole/Lead Partner).

24.2 Arbitration

24.2.1 If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party,





with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

24.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with SCC Sub-Clause 24.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities. In the event of commencement of Arbitration, the parties shall be precluded to introduce in evidence the views expressed or suggestions or admissions made by the parties before adjudicator, proposals made by Adjudicator or the fact that the other party had indicated its willingness to accept a proposal for settlement made by Adjudicator.

24.2.3 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 Construction Industry Arbitration Council (CIAC), New Delhi and the award made in pursuance thereof shall be final and binding on the parties. The cost & expenses of Arbitration proceedings will be borne by each party as per terms of the Construction Industry Arbitration Council (CIAC), New Delhi.))

24.3 Notwithstanding any reference to the Adjudicator or arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree
- (b) the Employer shall pay the Contractor any moneys due to the Contractor.

25. CONSTRUCTION OF THE CONTRACT

25.1 The Contracts to be entered into with the successful Bidder shall be as under:

