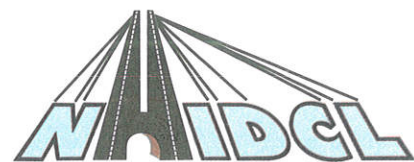




BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

No. NHIDCL/Legal/CCIE/201/132

Dated: 03rd July, 2020

OFFICE MEMORANDUM

Subject:- Establishment of a Conciliation & Settlement Mechanism for Contractual Disputes under the contract agreements with the Contractors /Consultants/ Concessionaires in NHIDCL – regarding.

1. OBJECTIVE:

The National Highways & Infrastructure Development Corporation Limited (NHIDCL), a fully owned company of the Ministry of Road Transport & Highways, is entering into various agreements with the Contractors/Consultants/Concessionaires for implementing the Highway Projects, DPR, etc. During the course of the implementation of the projects several disputes have been/are arising between the parties and are being adjudicated by the Arbitral Tribunals, Courts leading to the problem of long pending disputes and claims. While defending the cases the manpower and resources are not being utilized for constructive works, although, the associated legal costs and division of manpower of both the parties are enormous. The early resolution/settlement of claims mutually between the parties, through conciliation process is in the interest of all the stakeholders. Conciliation is a speedy, cost effective and out-of court process for settlement of disputes.

2. BACKGROUND:

An Alternate Dispute Resolution Mechanism for resolution of disputes arisen/arising under the Contract Agreement is being developed in NHIDCL through the Conciliation and Settlement Mechanism by way of **Conciliation Committee of Independent Experts (hereinafter referred as "CCIE")**.

- 2.1 The Cabinet Committee on Economic Affairs (CCEA) took certain decisions in its meeting held on 31.08.2016 for revival of the construction sector. These decisions were communicated by the NITI Aayog vide its two OMs No. 14070/14/2016-PPPAU dated 5th September 2016. One of these OMs titled *"Initiatives on the measures for revival of the Construction Sector – Reg."* **(copy enclosed at Annexure -I)** required all the concerned Departments/Ministries/PSUs to expeditiously examine the initiatives contained therein and take action for their implementation. The initiatives, inter alia, include establishing a system for conciliation of disputes through amicable settlement by way of appointment of Conciliation Committee comprising of Independent Experts in order to ensure speedy disposal of pending or new disputes. Recourse to such conciliation is open before, during or after the arbitration proceedings. A provision to this effect would also need to be made in the Contract Agreements in future as a mechanism for resolution of disputes.

(Signature)

3. THE STANDING OPERATING PROCEDURE (SOP)/METHODOLOGY FOR CONCILIATION:

In view of the aforesaid and with intent to speedy disposal of pending or new cases, the procedure for conciliation/amicable settlement of dispute is being formulated (**Annexure-II**). The conciliation proceedings shall be in accordance with Part III, Section 61-81 of the Arbitration and Conciliation Act, 1996 (as amended from time to time) (hereinafter referred as 'Act').

- 3.1 On receipt of a reference from the Contractor (reference to Contractor made herein includes Consultant/Concessionaire) as per provision in the agreement for conciliation of disputes, the Concerned Technical Division shall send a response within 7 working days. NHIDCL shall offer the other party to refer the matter to the Conciliation Committee of Independent Experts as the conciliation is intended to be one consolidated package of settlement. Subject to consent of the other party, the matter would be referred to CCIE established under these guidelines.

4. THE PANEL OF MEMBERS FOR CONSTITUTION OF THE CONCILIATION COMMITTEE OF INDEPENDENT EXPERTS:

- 4.1 Following the decisions of the Cabinet Committee on Economic Affairs (CCEA) and the provisions contained in the Arbitration & Conciliation Act, 1996, it has been decided to constitute a panel of Independent Experts comprising of the following:

Sr. No.	Names of Independent Experts of Conciliation Committee	Brief particulars of the Independent Experts
(i)	Shri Naveen Verma, IAS (Retd.),	Former Secretary to the Govt. of India
(ii)	Shri V.L. Patankar	Former ADG, MoRTH
(iii)	Shri S.C. Jindal	Former CGM, NHAI

- 4.2 Depending upon the response to this mechanism, the work load and requirements for speedy settlement of disputes, the panel may be expanded further with the approval of the Competent Authority.
- 4.3 Upon receipt of consent of the Contractor/Consultant/ Concessionaire, to refer the dispute(s) for conciliation, the matter shall be referred to the above constituted committee. The consent of the NHIDCL on one hand, and that of the Contractor/Consultant/ Concessionaire on the other, for conciliation shall also be deemed to be their consent to the methodology/standard operation procedure approved by the conciliators.
- 4.4 The broad terms & conditions and the terms of reference of the Conciliation Committee is enclosed as **Annexure-III**. The Conciliation Panel shall meet in the first instance and evolve its own procedure and methodologies for undertaking the functions by the Committees following

- such Standard Operating Procedure (SOP). The concerned Technical Division will arrange for the required infrastructure, Secretarial Assistance and logistic support to the Conciliation Committee.
- 4.5 (i) Upon appointment, the CCIE may request each party to submit a brief written statement describing the general nature of the dispute and the points at issue. Each party shall send a copy of such statement to the other party.
- (ii) The CCIE may request each party to submit a further written statement of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party shall send a copy of such statement, documents and other evidence to the other party.
- (iii) at any stage of the conciliation proceedings, the conciliator may request a party to submit to him such additional information as he deems appropriate.
- 4.6 The Conciliation Committee is not bound by the Code of Civil Procedure, 1908 (5 of 1908) or the Indian Evidence Act, 1872 (1 of 1872), in terms of section 66 of the Act.
5. The possibility of non-availability of any one of the members of a Committee in any proceeding cannot be ruled out. As such, the Committee comprising of the other two members shall be competent to proceed in the matter and the proceedings of the Committee shall not be vitiated if one of the three members is not present in the deliberations of the Committee. In such case, when the parties sign the settlement agreement, at least two Conciliators shall authenticate the same and the conciliation proceeding shall be considered valid and the settlement agreement binding on the parties.
6. The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation (Amendment) Act, 1996 or amended from time to time. The CCIE would either be able to resolve and settle the dispute(s) between the parties, or the process may fail. In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of arbitration/courts. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such Settlement Agreement would then be binding on the parties in terms of section 73 of the Arbitration & Conciliation (Amendment) Act, 2015.
7. **ROLE OF CCIE (in terms of Section 67 of the Act):**
- (i) The CCIE shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute(s).
- (ii) The CCIE shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.

- (iii) The CCIE may conduct the conciliation proceedings in such a manner as it considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the CCIE hear oral statements, and the need for a speedy settlement of the dispute.
- (iv) The CCIE may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefore.

8. **Communication between CCIE and parties (in terms of Section 69 of the Act)** -The CCIE may invite the Parties to meet them or may communicate with it orally or in writing. The Committee may meet or communicate with the parties together or with each of them separately.
9. **DISCLOSURE OF INFORMATION (in terms of Section 70 of the Act):** When the CCIE receives factual information concerning the dispute from a party, it shall disclose the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which he considers appropriate:

Provided that when a party gives any information to the CCIE subject to a specific condition that it be kept confidential, the CCIE shall not disclose that information to the other party.

10. **CO-OPERATION OF PARTIES WITH CONCILIATION COMMITTEE (in terms of Section 71 of the Act):** The parties shall in good faith co-operate with the CCIE and, in particular, shall endeavor to comply with request by the CCIE to submit written materials, provide evidence and attend meetings.
11. **SUGGESTIONS BY PARTIES FOR SETTLEMENT OF DISPUTES (in terms of Section 72 of the Act):**
Each party may, on his own initiative or at the invitation of the CCIE, submit to the CCIE suggestions for the settlement of the dispute.
12. **SETTLEMENT AGREEMENT (in terms of Section 73 of the Act)-** (i) When it appears to the CCIE that there exist elements of a settlement which may be acceptable to the parties, it shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the CCIE may reformulate the terms of a possible settlement in the light of such observations.
- (ii) If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the CCIE may draw up, or assist the parties in drawing up the settlement agreement.



(iii) When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

(iv) The CCIE shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.

13. STATUS AND EFFECT OF SETTLEMENT AGREEMENT (in terms of Section 74 of the Act):

The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30.

14. CONFIDENTIALITY (in terms of Section 75 of the Act): Notwithstanding anything contained in any other law for the time being in force, the CCIE and the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

15. TERMINATION OF CONCILIATION PROCEEDINGS (in terms of Section 76 of the Act):- The conciliation proceedings shall be terminated:

- (a) by the signing of the Settlement Agreement by the parties on the date of the agreement; or
- (b) by a written declaration of the CCIE, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
- (c) by a written declaration of the parties addressed to the CCIE to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- (d) by a written declaration of a Party to the other party and the CCIE, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration;

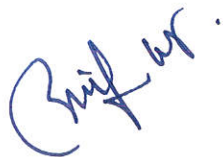
16. RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS (in terms of Section 77 of the Act):

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in its opinion, such proceedings are necessary for preserving his rights.

17. COSTS (in terms of Section 78 of the Act).

(1) Upon termination of the conciliation proceedings, the CCIE shall fix the costs of the conciliation and give written notice thereof to the parties.

(2) For the purpose of sub-section (1), "costs", means reasonable costs relating to-



- (a) the fee and expenses of the CCIE and witnesses requested by the conciliator with the consent of the parties;
- (b) any expert advice requested by the conciliator with the consent of the parties;
- (c) any assistance provided pursuant to clause (b) of sub-section (2) of section 64 and section 68; and
- (d) any other expenses incurred in connection with the conciliation proceedings and settlement agreement.

18. ROLE OF CCIE IN OTHER PROCEEDINGS (in terms of Section 80 of the Act): Unless otherwise agreed by the parties:

- (a) the members of the CCIE shall not act as an arbitrator or as a representative or Counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject of the Conciliation proceedings.
- (b) the members of the CCIE shall not be presented by the parties as a witness in any arbitral or judicial proceedings.

19. ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS (in terms of Section 81 of the Act)-

The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings,-

- (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- (b) admissions made by the other party in the course of the conciliation proceedings;
- (c) proposal made by the CCIE;
- (d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the CCIE.

20. PROCEDURE IN CASES ALREADY PENDING BEFORE THE ARBITRAL TRIBUNALS/COURTS:

- 20.1 In cases of disputes pending before the Arbitration Tribunals or the Courts, the Concerned Technical Division shall make an offer to the Contractor/Consultant/Concessionaire to come forward and explore the possibilities of conciliation through the Conciliation Committee of Independent Experts as per template communication enclosed as **Annexure-IV**. Wherever the parties to the dispute(s) agree to invoke the good offices of the CCIE, the concerned Technical Division shall make an appropriate reference to the CCIE, upon which the Committee shall proceed to examine such reference(s). However, wherever the parties agree to reach out to the CCIE, they shall be required to keep the proceedings pending before the Arbitral Tribunals/Courts in abeyance.



- 20.2 It may be noted that this is an alternate dispute resolution mechanism being put in place by the NHIDCL and if the Contractor/Consultant/Concessionaire is not willing to take recourse to this process or has any reluctance, whatsoever, in this behalf, there is no compulsion and they are free to follow the provisions as per the law.

 14
3.7.2020

(Anil Kumar Jha)

Asstt. Manager (Legal)

Copy to:

- i. PS to MD/Director (A&F) & (Tech.)
- ii. All Executive Director (Tech.)/(P)
- iii. CVO/GM (HR)/ GM(Legal)/GM(Coord.)
- iv. All General Manager (Tech.)/(P)
- v. All Dy. General Manager (Tech.)/(P)
- vi. DGM(HR)/DGM(Fin.)
- vii. Office Order Folder

No. N-14070/14/2016-PPPAU
Government of India
National Institution for Transforming India

NITI Bhawan, New Delhi
September 05, 2016

OFFICE MEMORANDUM

Subject: Initiatives on the measures for revival of the Construction Sector- regarding.

The construction sector has been facing a number of problems, mainly arising from the liquidity constraints caused on account of their payments not being released by the Government Departments/Public Sector Undertakings (PSUs) pursuant to the arbitral awards. To discuss the problems of the Construction sector, detailed deliberations/consultations were held with the representatives of the construction industry, banks, major government PSUs and concerned Ministries/Departments. Based on the above deliberations/consultations, the NITI Aayog placed a proposal before the Cabinet Committee on Economic Affairs (CCEA) for its consideration suggesting various immediate and long-term measures required for addressing the issues ailing the construction sector. The CCEA, chaired by the Hon'ble Prime Minister, has considered the proposals of NITI Aayog in its meeting held on 31 August 2016 and approved the same for the revival of construction sector.

2. The NITI Aayog has separately issued instructions on the subject with regard to the immediate measures to be taken by all concerned. In addition to the said instructions, the CCEA has also directed that the following measures may be expeditiously examined by all the concerned Departments/Ministries/PSUs:

2.1 Item-rate contracts, may be substituted by EPC (turnkey) contracts, wherever appropriate. Such contracts have been in vogue for over two decades in the developed world and Federation Internationale Des Ingenieurs-Conseils (FIDIC – an international Federation of Consulting Engineers, known by its French acronym) has also published such contractual frameworks;

2.2 Model bidding documents and Model EPC contracts, suitably revisited or modified wherever required to suit the requirements of particular sectors, may be adopted by PSUs/Government Departments for construction works;

2.3 Ministry of Finance has issued model bidding documents for RFQ, RFP etc. which may be adopted (with appropriate changes wherever required) in all sectors. Model EPC contracts have been developed for Highways and Railways and published by the erstwhile Planning Commission also. NHAI has already adopted this document and all construction contracts are currently being structured on this model. NITI Aayog shall assist the concerned departments, wherever required, in this regard.

2.4 The method of conciliation has proved more effective in settling disputes as per experience of some of the PSUs. All PSUs/Departments issuing public contracts may consider setting up Conciliation

Committees/Councils comprising of independent subject experts in order to ensure speedy disposal of pending or new cases. Recourse to such conciliation may be open before, during or after the Arbitration proceedings. A provision to this effect would also need to be made in the Contract Agreements in future as a mechanism for resolution of disputes.

3. All the concerned Ministries/Departments shall also communicate the above to their respective PSUs for taking necessary action on the aforesaid measures.

Sd/-
(A.Muthuvezhappan)
Director (PPPAU)

To

1. Secretaries of all the Ministries/Departments of Government of India.
2. Chairpersons/CMDs/MDs of all the Central Government PSUs.
3. Chairpersons/CMDs/MDs/CEOs of all the Scheduled Commercial Banks.
4. Chief Executive, Indian Banks Association, Mumbai.
5. Shri Alok Tandon, Additional Secretary, Cabinet Secretariat, Rashtrapati Bhavan, New Delhi-110001.
6. Dr. T.V. Somanathan, Joint Secretary, PMO, South Block, New Delhi – 110001.

Copy for information to:

1. PS to Vice Chairman/PS to MoS/PS to all Members
2. Sr. PPS to CEO/PPS to Special Secretary.

STANDARD OPERATING PROCEDURE/METHODOLOGY FOR CONCILIATION

1. **The procedure for Conciliation shall be as prescribed in Sections 61 to 81 of the Arbitration and Conciliation (Amendment) Act, 2015 (hereinafter referred to as 'the Act') with the following further clarifications:**
 - 1.1 **Application and Scope** (in furtherance to the provisions contained in Section 61 of the Act): Application and Scope of Conciliation shall be before, during or after the arbitral process, as contained in the Office Memorandum No. NHIDCL/Legal/CCIE/201/132 dated 03rd July, 2020 with subsequent amendments. The NHIDCL on the one hand, and the Contractor/Consulting Agency/Concessionaire on the other, shall be deemed to have consented to opt for conciliation under the Act *ibid* by giving their consent for Conciliation as per these policy guidelines. The consent of the parties shall also be deemed to be their consent for the procedure prescribed herein.
 - 1.2 **Commencement of Conciliation Proceedings in terms of Section 62 of the Act:** Conciliation Proceedings shall commence when the parties submit the following to the Conciliation Committee:
 - (i) A letter, jointly signed, consenting to conciliation, for the Conciliation Committee of Independent Experts constituted under the NHIDCL Office Memorandum;
 - (ii) Brief statements of the issues(s)/dispute(s) to be taken up for conciliation;
 - (iii) Inform, in writing, the CCIE and the other party the name, address and contact details of the person(s) who will represent them. The person(s) representing the NHIDCL shall be duly authorized by the competent authority. The person representing the Contractor/Consulting Agency /Concessionaire shall be a Senior Executive and a regular employee of the company, supported by a Board Resolution and a Power of Attorney, duly authorized to enter into a Conciliation/Settlement Agreement. The parties will not be permitted to bring professional lawyers for conciliation; and
 - (iv) Copy of joint application filed before the Arbitral Tribunal/Court to keep the proceedings on hold for a minimum of 180 days, if applicable.
 - 1.3 **Number of Conciliators and Appointment of Conciliators (in terms of Sections 63 & 64 of the Act):** The consent of parties to proceed with conciliation and settlement of dispute(s) through the Conciliation Committee constituted under the Policy Guidelines of NHIDCL shall be deemed to fulfill the conditions prescribed under Section 63 and Section 64 of the Act.
2. **Administrative Assistance (in furtherance of Section-68 of the Act):** The Conciliation Committee shall be assisted by such expert technical and secretarial assistance as it may require for efficient discharge of its functions. The NHIDCL shall make arrangements for the same to the satisfaction of the Committees.



3. Costs of Conciliation and Deposits:

- 3.1 In terms of Sections 78 and 79 of the Act, the NHIDCL shall, in the first instance, incur all expenditure on the conciliation proceedings including payment of fees to the conciliators, provision of office space, expenditure on dedicated expert and secretarial assistance and other incidental expenses. The other party (Contractor/Consulting Agency/Concessionaire) shall also deposit an advance amount in the form of a Demand Draft for Rs 5.0 Lakh, drawn in favour of NHIDCL, to commence the conciliation proceedings.
- 3.2 The NHIDCL shall maintain the accounts of expenditure incurred on the conciliation proceedings on behalf of the Conciliation Committee. Upon termination of conciliation proceedings, the NHIDCL shall render an account of the cost of conciliation, which shall finally be decided/apportioned between/among the parties as per the directions of the Conciliation Committee.
4. **Residuary matters:** The panel of Conciliators may decide on the procedures to be followed in respect of any residuary matters, including the review of this SoP from time to time, based on the experience gained in the process.



BROAD TERMS & CONDITIONS AND TERMS OF REFERENCE FOR THE CONCILIATION & SETTLEMENT COMMITTEE OF INDEPENDENT EXPERTS.

1. The Panel of Independent Experts approved under these guidelines shall remain valid for a period of 03 (three) years from the date of issue of these guidelines. Depending on the response from the contesting parties and the work-load, the panel may be suitably expanded from time to time with the approval of the Competent Authority.
2. The Conciliation process will be conducted under Part III of the Arbitration and Conciliation (Amendment) Act, 1996 or as amended from time to time.
3. A member of the CCIE shall be paid a sitting fee of Rs. 50,000/- + Rs. 5,000/- for Local Transport Charges for each day of proceeding. An out-station member shall be reimbursed the air-fare in addition. Applicable taxes, if any, shall also be reimbursed as per actuals. The costs and expenditures shall be shared by the parties in equal proportions.
4. The Conciliation Panel shall meet in the first instance and evolve its own procedures and methodologies for undertaking the functions by the Conciliation and Settlement Committee.
5. The CCIE shall hold its day-to-day sittings at a suitable place at New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal. It is expected that the conciliation-cum-settlement proceedings shall be completed in each case through 05 (five) sittings in a period of no more than 06 (six) months from the day the reference is made to the CCIE. In case any particular dispute requires more than 05 (five) sittings, the same may be held at the discretion of the Committee with a cap on payment of fee for 05 (five) sittings.
6. The CCIE may give its recommendations on amicable settlement separately for each contract.
7. The CCIE shall develop its own procedures/process for dealing with matters, referred to it. The forum of CCIE is a settlement forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the Committee with regard to their respective stands and view the exercise in the spirit of conciliation/settlement.
8. Based on the experience gained in the course of Conciliation Proceedings, the CCIE may suggest/recommend advisories to the NHIDCL from time to time for improvement in its Contract Management Systems.



Letter to be sent to all the Contractors/Consultants/Concessionaires of NHIDCL

No. _____

Date: _____

Sub: Establishment of Conciliation Committee of Independent Experts in terms of the provision contained in Part-III of the Arbitration & Conciliation (Amendment) Act, 2015 in NHIDCL pursuant to the decisions of the Cabinet Committee on Economic Affairs (CCEA).

Dear Sir(s),

I have been directed to inform you that the NHIDCL has established Conciliation Committee of Independent Experts for conciliation/settlement of any contractual disputes between the NHIDCL on the one hand and the Contractors/Consultants/Concessionaires working for the NHIDCL on the other.

2. The Standard Operating Procedures (SoP) for conciliation and settlement of disputes through the conciliator process and the constitution of the Conciliation Committee of Independent Experts (CCIE) is contained in the Office Memorandum issued by the NHIDCL on the subject and placed on the website of the NHIDCL. It may be noted that the scope of the CCIE pervades across disputes before during or after the Arbitral process.
3. The NHIDCL would be agreeable to refer all the cases filed by it before the Hon'ble Courts challenging the Arbitral Awards with appropriate request to the Hon'ble Courts for holding the proceedings in these matters in abeyance for such time as may be taken by the Conciliation Committee of Independent Experts for settlement of the related disputes in case you are agreeable to the same.
4. Further, in case you are agreeable to refer the disputes presently under Arbitral proceedings to the said Committee(s), you may also take recourse to this conciliatory and settlement route with appropriate request to the Arbitral Tribunals to hold the proceedings in abeyance till such time the said dispute(s) is/are considered by the Conciliation Committee.
5. Please take note that by giving your consent/willingness to refer the dispute(s) to the Conciliation Committee, you are also confirming your acceptance of the conciliation process as contained in the Office Memorandum dated 03rd July, 2020 issued by NHIDCL, more specifically to the provisions contained in Sections 63 and 64 of the Arbitration and Conciliation (Amendment) Act, 2015, and that it meets the requirements on "conciliation" under the Act *ibid*.



6. Accordingly, you are requested to come to NHIDCL HQ. on _____ in order to sign a supplementary Agreement thereby incorporating the present procedure which would then be a part of the original contract.

Yours faithfully,

(_____)
General Manager(Tech.)

Copy to:

1. PS to MD/Dir (A&F)/Dir. (T)
2. All Technical Divisions, NHIDCL HQ
3. All Regional Offices/PMUs
4. DGM/GM (Fin.)
5. Legal Cell

Ching us.