

Dispute Resolution Center Nepal



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Dispute Resolution Center Nepal

WHO ARE WE?

Dispute Resolution Center Nepal (DRC Nepal) offers an avenue for successful dispute resolution through various means such as arbitration, mediation, conciliation as well as other forms of adjudication such as the Disputes Adjudication Board. We also provide secretarial services for various alternate dispute resolution methods.

WHY CHOOSE DRC Nepal?

Vision

DRC Nepal believes in complete transparency, impartiality and fairness with the use of modern and effective approaches for dispute resolution.

Mission

Our mission is to promote alternate dispute resolution in Nepal, and offer independent, impartial and evidence-based resolution of disputes.

Value

At DRC Nepal we value:

- Integrity
- Impartiality
- Independence
- Abiding to moral Code of Conduct

- Evidence based decision making
- Qualitative decisions
- State of the art facility including video, verbatim recording
- Modern amenities and services
- À la carte food
- State of art facility including video recording, verbatim recording
- Different venue as per the party's convenience

HOW WE WORK?

Once there is a dispute between parties, parties may refer the dispute to DRC Nepal for resolution. DRC Nepal will then facilitate the resolution of the dispute by following the rules and regulations designated for such a method, whether arbitration, mediation, conciliation or any other form of adjudication, DRC Nepal also plays a role as an appointing authority and administrator in arbitrations conducted pursuant to NEPCA Rules, UNCITRAL Rules or any other rules, as parties may choose.

WHAT IS DRC Nepal CONSTITUTED OF?

Board of Directors

DRC Nepal is governed by a Board of Directors, constituted from experts that have a wealth of experience in both national and international sphere of dispute settlement. The Board of Directors, oversees policy related decisions and general direction of DRC Nepal. An Executive Committee is also formed by the Board of Directors, which helps to provide efficient services when required.

Secretariat

The Secretariat looks after all the issues related to the management of the dispute, once a dispute is referred to the DRC Nepal. This includes selection of mediator/ conciliator/ adjudicator, DAB member and arbitrator, convening of meetings, collection and dissemination of information.

Members

By becoming a member of the DRC Nepal, you can offer your services for dispute resolution. There are three types of membership available at DRC Nepal:

Ordinary member: Ordinary Membership is open to anyone who has earned a Bachelor's degree in Law, Engineering, Management or possesses professional degree in a similar field that is acceptable to the Board and have at least 3 (three) years of experience in the relevant field.

Professional members: Professional memberships are offered to anyone who have at least 10 years of experience in the relevant field and who have worked professionally in related field for the government or the private institutions and have an in-depth knowledge of a particular area of work that are concerned with DRC Nepal.

Lifetime/ Permanent members: Individuals who have earned a Legal, Engineering. Management or possess professional degree in a similar field that are acceptable to the Board and have worked in their field for at least 15 (Fifteen) years are eligible for Lifetime Membership. Such Individuals should be well-versed in their respective disciplines.

Honorary Member: Those who have demonstrated substantial contribution in their field shall be granted with Honorary membership. This membership shall be provided by the Board Members of the DRC Nepal.

Membership Fee:

S.No.	Type of Membership	Fee for Membership	Renewal
1	Ordinary	10,000	1000
2	Professional members	15,000	1000
3	Lifetime/Permanent Members	20,000	

If parties choose a person who is not a member of DRC Nepal, DRC Nepal would still be able to facilitate by providing secretarial fees.

WHAT DO WE OFFER?

Services

Dispute Adjudication Board: Dispute Adjudication Board refers to an individual or a panel of neutral and independent members, selected by the contracting parties to assist in mitigating disputes, generally focused on large scale projects, such as construction. The primary objective of the Dispute Adjudication Board is to restore any issues or disputes that may arise during the course of the project.

Mediation: Mediation is an alternative form of a dispute resolution which involves an extensive interactive and assisted negotiation process by a Mediator. In Nepal, the Mediator plays a facilitative role and helps parties to settle their disputes by a process of discussion and narrowing differences. A successful mediation results in a settlement agreement signed by the parties. Mediation is chosen by parties as it results in a win-win situation for both parties, and is governed by the Mediation Act, 2011 (2068).

Conciliation: Conciliation is an alternative out-of-court dispute resolution instrument. Conciliation is a voluntary, flexible,

confidential and interest-based process. The parties seek to reach an amicable dispute settlement with the assistance of the Conciliator who acts as a neutral third party. During conciliation proceedings, the Conciliator will be asked by the parties to provide them with a non-binding settlement proposal. The process is flexible allowing parties to define time, structure and content of the conciliation proceeding.

Arbitration: Arbitration is a method of dispute resolution, in which dispute between parties is submitted to an arbitral tribunal, constituting of one or more arbitrators who make a binding decision on the dispute. The binding decision known as an Arbitration Award that is both legally binding and enforceable. Arbitration process is efficient and simpler than conventional judicial proceedings. In Nepal, Arbitration Act 1999 (2055) implements regulation for Arbitration if not mentioned in the contract. DRC Nepal has its own set of arbitration rules, applicable to arbitrations.

Med-Arb: Med-Arb is a dispute resolution mechanism that combines mediation and arbitration. Initially, the parties try to reach a settlement through mediation. If there are issues that are not resolved through mediation, an arbitrator (the same person who acted as a mediator) makes a decision for the parties, based on the interests of the parties.

Trainings

- Contract Administration
- Project Management
- Project Risk Management
- Mediation Training
- Project Schedule
- Delay Analysis
- Public Procurement Act

- Public Procurement Regulation
- Public Procurement Documents
- FIDIC Contracts
- Contract Management
- Free Talk Programs

2019 Statistics

DRC is pleased to release the following case statistics for 2019:

Total new cases: A total of 2 cases were submitted to DRCN in 2019. Of those cases, 2 were arbitrations.

Language of arbitration: The administered arbitrations commenced in 2019 were conducted in both English and Nepali.

Arbitrator appointments and confirmations: In 2019, DRCN made a total of 6 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator
- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

2020 Statistics

DRC is pleased to release the following case statistics for 2020:

Total new cases: A total of 5 cases were submitted to DRCN in 2020. Of those cases, 5 were arbitrations.

Language of arbitration: The administered arbitrations commenced in 2020 were conducted in both English and Nepali.

Arbitrator appointments and confirmations: In 2020, DRCN made a total of 15 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator
- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

2021 Statistics

DRC is pleased to release the following case statistics for 2021:

Total new cases: A total of 9 cases were submitted to DRCN in 2021. Of those cases, 9 were arbitrations.

Language of arbitration: The administered arbitrations commenced in 2021 were conducted in both English and Nepali.

Arbitrator appointments and confirmations: In 2021, DRCN made a total of 27 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator
- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

2022 Statistics

DRC is pleased to release the following case statistics for 2022:

Total new cases: A total of 7 cases were submitted to DRCN in 2022. Of those cases 7 were arbitrations.

Language of arbitration: The administered arbitrations commenced in 2022 were conducted in both English and Nepali.

Arbitrator appointments and confirmations: In 2022, DRCN made a total of 21 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator

- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

2023 Statistics

DRC is pleased to release the following case statistics for 2023:

Total new cases: A total of 20 cases were submitted to DRCN in 2023. Of those cases, 18 were arbitrations and 2 Adjudications.

Language of arbitration: The administered arbitrations commenced in 2023 were conducted in both English and Nepali Language.

Arbitrator appointments and confirmations: In 2023, DRCN made a total of 58 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator
- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

2024 Statistics

DRC Nepal is pleased to release the following case statistics for 2024:

Total new cases: A total of 29 arbitration cases were submitted to DRCN in 2024,

Language of arbitration: The administered arbitrations commenced in 2024 were conducted in both English and Nepali Language.

Arbitrator appointments and confirmations: In 2024, DRCN made a total of 83 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator
- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

2025 Statistics

DRC Nepal is pleased to release the following case statistics for 2025:

Total new cases: A total of 8 arbitration cases were submitted to DRCN in 2025

Language of arbitration: The administered arbitrations commenced in 2025 were conducted in both English and Nepali Language.

Arbitrator appointments and confirmations: In 2025, DRCN made a total of 19 arbitrator appointments.

Role of Arbitrator

- Sole Arbitrator
- Co-Arbitrator
- Presiding Arbitrator
- Emergency Arbitrator

Applicable Rules

- NEPCA Administered Arbitration Rules
- UNCITRAL Arbitration Rules

Case Details

SN	Parties	Project Name	Contract Number	Remarks
1	Ministry of Information and Communication / VI Craft Co. Ltd	Preliminary and Detail Survey, Supply, Delivery, Installation, Integration, Testing, Commissioning and Handover of the Information Highway Network	Sasec/Moic /01 (Sasec 1h / Adb Grant No. 0099-Nep)	Awarded
2	District Coordination Committee / Himdung Thokar / Nana JV	Rehabilitation and Up-grading of Road Works on Myagdi–Deurali–Toripani Road Section	Drip-Af/ Myagdi /Bpr/ Ncb 02 (R)	Awarded

3	Ank Lumbini vs Railway	Construction of Banke and Babshi River IPC Beam Bridge	Dorw/ Mmer/ Bridge-03 /2074 /075	Awarded
4	Airport Authority vs IMS	Arrival Vehicle Parking, Infrastructure Improvement, Development Construction, Operational Canteen, Departure, Guest Waiting Hall and Various Works Related with Airport	N/A	Awarded
5	Sudhakara/ Himdung & Thokar J/V vs DOR	Upgrading/Improvement Works of Devdaha–Tinau Parsa Section of Lumbini Buddhist Circuit Road	Rip/337133 /Lbs/Bs-03 /2070/71	Awarded
6	State Highway Authority of Jharkhand vs MS ICT Pvt. Ltd	Project Management Consultancy Services under Second Jharkhand State Road Project	Shaj/Shsrp / Shsrp/ Pmc-15 of 2016-2017	Awarded
7	Udayapur Cement vs IMS	Design, Supply, Installation and Commissioning of Raw Mill Hydraulic Power Pack System with Full Turnkey Basis	N/A	Awarded
8	Subisu Cable Pvt. Ltd vs Nepal Telecommunications Authority	Residential Household ONT	N/A	Awarded
9	A2Z Mountain Infra JV vs NEA	Supply, Delivery, Installation, Testing and Commissioning of 132/33 kV 3× MVA Transformer at Butwal Substation	God/2076 /077-02	Awarded
10	KEI vs NEA	Distribution of Network in Eastern and Central Region of Kathmandu Valley and Distribution of Network in Northern Region of Kathmandu Valley		Awarded

11	KEI vs NEA	Enhancement of Distribution Networks in Central Region of Kathmandu Valley (Design, Supply, Installation and Commissioning of Underground Distribution Network under Ratnapark Distribution Center including Reinforcement and Automation)	Pmd/ Ptdeep /Kvesd-sep-074 /75-01 (Re)	Awarded
12	Apex Vs Dor	New Road Construction (Track Opening) From Kimathanka To Chamsur Chepuwa Vdc Of North South (Koshi) Road Project (Khadbari-Kimathanka) Sector	Nsprk-3371454-069 /70-20	Awarded
13	Amar/Surya Vs Dor	Construction Of Steel Truss Bridge, Daram Khola, Burtibang Sector, Baglung District, Government Of Nepal, Ministry Of Physical Infrastructure And Transport, Department Of Roads ("Hereinafter Referred As The Employer") And Amar / Surya Jv ("Hereinafter Referred As The Contractor")	Mhwh/Ws/ Bridge-01/067/068	Awarded
14	Geetanjali Kanchanjunga Vs Dor	Trade Road Improvement Project, Rani-Biratnagar-Itahari-Dharan Road, Ch.8+200 To 9+700	Acqmp/Trip /Rbid/01 /069-70	Awarded
15	Bkoi Vs Dudb	Construction Of Ganatantra Smarak & Landscape At Eastern Part Of Narayanhiti Durbar Museum Premises	Dudbg/Bcs / Ncb/Works /2-068/69	Awarded
16	A2z Moutain Infra Jv Vs Nea	Supply, Delivery, Installation, Testing And Commissioning Of 132/33 Kv 3*105 Mva Transformer At Duhabi Sub-stations	God/2076 /077-01	Awarded

17	Ziec-Sharma-Lama Jv Vs Dor (Claim No. 4)	Additional Cost Incurred Due To Change In Tax Aggregates	Dcgjkshp / Pcu/ 337125 /072/073-001	Awarded
18	Ziec-Sharma-Lama Jv Vs Dor (Claim No. 9)	Upgrading / Improvement Of Birendra Chowk (Udayapur)-Bhimn (Sindhuli) Section Of Dharan-Chatarra-Gaighat-Katari-Sindhuli Hetauda Road	Dcgjkshp/ Pcu /337125 /072/073-001	Awarded
19	Ziec-Sharma-Lama Jv Vs Dor (Claim No. 7)	Non-Payment And Certification Of Ps Items In The Cost Of Price Adjustment	Dcgjkshp/ Pcu /337125 /072/073-001	Awarded
20	Ziec-Sharma-Lama Jv Vs Dor (Claim No. 8)	Extra Bitumen Usage For Dbm And Bc	Dcgjkshp/ Pcu /337125 /072/073-001	Awarded
21	Jesika Construction Vs Sports Council Nepal	Construction Of Ram Janaki Sports Academy (Gate, Boundary Wall, Office And Guard House At Janakpur)	Ncb/Works /Jnk-14 /075/076	Awarded
22	Pinggao Wisdom Joint Venture Vs Nea	Design, Supply And Installation Of Advanced Metering Infrastructure System (Smart Meters And Associated Facilities)	Pmd/Ptdeep /Kvsmpt-074 /75-01	Awarded
23	M/S Adventure Construction Company vs Department of Roads	Construction of Bridge over Kerunge Khola along road connecting Ward No. 4 & 5 of Kawasoti Municipality, Nawalparasi (Prestressed Concrete Bridge 3x40 m) with open foundation	DrobtI /3371574 /072 /073/106	Awarded
24	China Gezhouba Group Co. Ltd vs Nepal Electricity Authority	Chameliya Hydroelectric Project	Contract No. Lot No. 1, 062/63	Awarded

25	M/S Woodhill Lama JV vs Department of Roads	Upgrading/Improvement of Ch. 55+000 – 110+440 sector of Lamosangu	Ridp/337133 /Ltj-02 /2074/075	Awarded
26	Sharma Waiba Construction Company vs Department of Roads	Construction of Prestressed RCC Bridge over Taadi–Sindure Sangam, Nuwakot	Dronkt /3371574 /072-73-063	Awarded
27	Ziec–Sharma–Lama JV vs DOR (Claim No. 6)	Upgrading of Birendra Chowk (Udayapur)–Bhiman (Sindhuli) section of Dharan–Chatara–Gaighat–Katari–Sindhuli–Hetauda Road	Dcgkshp/ Pcu /337125 /072/073-001	Awarded
28	Supreme Rautaha JV vs DOR	Nepal–India Regional Trade and Transport Project, Improvement of Narayanghat–Muglin	Nirttp–Dor–W–lcb	Awarded
29	Kalika Pacific JV vs DOR	Roadway excavation, retaining lined drain, cross drainage structures, graveling and blacktop work in Tamghas–Simaltari–Pyuthan Road, Gulmi	Drodi P-337324 /2070 /71-134	Awarded
30	M/S Ank Surya JV vs DOR	Construction of Mechi Bridge, Bhadrapur, Jhapa	:01-Hrbp /066/67	Awarded
31	Shankarmali Akela vs Department of Roads	Earthwork for road widening and upgrading works in Rangihat–Argali section, Palpa	Nskrp-3371454 /2072 /73-04	Awarded
32	M/S Lama Danfe The Kanchanjanga JV vs Department of Roads	Upgrading of Kanepokhari–Rangeli Road, Morang	Hrb/3372244 /073/074 /Ur-018	Awarded

33	M/S Oasis Engineer and Builders Pvt. Ltd vs Department of Roads	Earth works and structure works at Ronga–Goljung–Gatlang–Sondang Roads, Rasuwa	Dornkt /3371234 /73 /74-042	Awarded
34	M/S Ashish/C.M./ Jayababajy vs Department of Roads	Construction and improvement of Sitapaila–Ramkot–Bhimdhunga Road	Droktm2-3371494 /2072 /73-77	Awarded
35	Nagarjun–Jayababa–Kasthamandap JV vs Department of Roads	Construction of Prestressed RCC Bridge over Kolpu River along Kumari-3 Jivanpur Road, Nuwakot	Dronkt /3371574 /72/73/061	Awarded
36	M/S Bajra Guru / Bikash JV vs Department of Roads	Construction of MRM Birendra Bazar–Tirhota–Basbitti–Maleth–Gita Petrol Pump–Jagdhari–Jamuni–Madhepura–Malekpur–Simraha–Sinyon–Kankatta–Fakira Bharat Sima, Saptari	Drolhn /337366-4 /074/075-22	Awarded
37	M/S Bajra Guru / Bikash JV v Department of Roads	Construction of Culvert, Masonry Wall and DBST Work at Baniniya Mahuki Traffic Chowk Sadak, Saptari	Drolhn /3373664 /073/07418	Awarded
38	M/S Sunadla Khimti Bikas JV v Department of Roads	Construction of RCC TGirder Bridge with Pile Foundation over Dima Khola, Mirchैया Municipality1, Siraha	Drolhn/3371574/0727308	Awarded
39	Tesla Transformers (India) Limited v Nepal Electricity Authority	Supply and Delivery of Distribution Transformers	Contract No. ICB / DCSD072 /7303	Awarded

40	Prera Munna Construction v Dhanusa Hospital	Construction of Janakpur Zonal Hospital O.P.D and Emergency Building	Jzh/Works/ NCB01 /070/071	Awarded
41	SwachhandaPappuHim Sagarmatha JV v Department of Roads	Upgrading of Bariyarpur Kalaiya Bara Border Road, Bara – 19.96 km	Hrp/3372244 /074 /75/ Ur008	Ongoing
42	M/S Pappu Malla JV v Department of Roads	Construction of the Motorable Steel Truss Bridge over River Ranighat, along Surkhet–Telpani–Bhurigaon Road	160/068 /3371574	Awarded
43	KalikaSwachhanda-Ranken JV v Department of Roads, Hetauda	Upgrading/Improvement of Sindhuli Bazar (Sindhuli)–Hetauda (Makwanpur) Section of Madan Bhandari Highway Project	Dcgkshp/ Pcu /337125 /073002	Awarded
44	Pappu Roashan v Department of Roads	Upgrading of MRM (Birendranagar) Yadukhan Mahinathpur Road, Dhanusa	Hrp/3372244 /073/74 / Ur009	Awarded
45	Lumbini Jaljala JV v Department of Roads	Upgrading of Ghorahi–Kamirechaur–Pyuthan Road (Km 1+500 to 24+000) to Blacktop Standard	Drod/ 3371234 /073 /074193	Awarded
46	Smart Card Nepal Pvt. Ltd v Fintech Solution Pvt. Ltd	Software License Purchase Agreement	N/A	Ongoing
47	ZIECSharmaLama JV (Claim 10) v Department of Roads	Upgrading/Improvement of Birendra Chowk (Udayapur)–Bhiman (Sindhuli) Section of Dharan–Chatara–Gaighat–Katari–Sindhuli–Hetauda Road (Claim 10)	Dcgkshp/ Pcu /337125 /072/073001	Awarded

48	Kalika Kumar JV v Department of Roads	Upgrading of Lamahi Koilabas Road, Dang, Chainage 0+000 to 30+036	Hrp/3372244 /073/74 / Ur016	Awarded
49	Sky Builders v Department of Roads	Construction of RCC Bridge over Mahadev Khola	Droktm /3371574 /075	Awarded
50	Sharma–ZIEC JV, Strategic Road Connectivity & Trade Improvement Project vs Dcid/DOR	Construction of Malekhu–Mugling section (Km 43+542 to 82+403)	Scritp-Dor-W-Nnm-Icb-3	Ongoing
51	Lama Construction vs Department of Roads	Improvement of Sandh Bridge–Kali Gandaki section of Pokhara–Baglung Road (Mid Hill Highway Project)	MidhIng /3371384 /073 /074-026	Awarded
52	Shanxi Ashish JV vs NITDB	Construction of Kathmandu ICD/CFS (Part A: Main Block)	Nirttp/Pco / Nitdb/W / Icb-4	Awarded
53	Tata Projects Ltd & Chint Electric Co. Ltd vs NEA	Procurement of plant for Dana Kushma 220 KV transmission line and substation project	Pmd-Kgtcp-071/72-03	Awarded
54	M.P./Scf/Ecc JV vs Pushpalal (Mid Hill) Highway Project	Road upgrading (Km 13+000 to 5+000) and maintenance (Km 25+000 to 45+000), Baglung–Burtibang	MidhIng /3371384 /072 /73-003	Ongoing
55	M/s Lumbini Rajendra Ashish JV vs Dept. of Water Resource & Irrigation	Construction of Tanakpur Main Canal & associated structures (Ch 12+690 to 18+500 km)	MIP-III /074-075 /TMCI/ NCB-01	Ongoing

56	New Satakri Namuna JV vs NEA	Construction of 33 KV single circuit transmission line Dailekh Bazar–Chilkha–Jumla Bazar	NRO/2075 /076 – Jumla Dai-lekh-33KV-01 (RE)	Awarded
57	New Satakri Namuna JV vs NEA	Supply, delivery, installation, testing & commissioning of 33 KV transmission line Chaukhra–Jajarkot–Juphal, Dolpa	KPO 076 /77-33KV Line-02	Awarded
58	YP Construction vs Department of Roads	Construction of steel truss bridge over Bheri River at Rukum/Jajarkot, Chaurjahari–Jagatipur Road	MHWH/MWR/Bridge-06 /2068/069	Ongoing
59	Prakritik Nishan JV vs Department of Roads	Upgrading/Rehabilitation along Shitalpati Khalanga–Kupende Baluwasangrahi Road, Salyan	DNG/33701138 /076/77-56	Ongoing
60	New Satarki Khimti Construction Pvt. Ltd vs NEA	33 KV transmission line Kudu–Jajarkot–Chaukhra Bazar	KPO 076 /77-33 KV Line-01	Awarded
61	New Satarki Khimti Construction Pvt. Ltd vs NEA	Duhabi Industrial 33 KV feeder upgrading with HTLC conductor	NEA-BRO-2076 /077-07	Awarded
62	New Satarki Khimti Construction Pvt. Ltd vs NEA	Construction of Dhanusha–Yadukaha 33 KV line	PTSD/Line /075 /076-08	Awarded
63	Sharma Waiba JV vs Department of Roads	Construction of Prestressed RCC Bridge over Taadi River at Sindure Tadi Sangam, Nuwakot	ONKT/3371574 /072-73-063	Awarded
64	CGGC vs NEA	Upper Trishuli 3A Hydroelectric Project	UT3A-01-2065/66	Ongoing

65	Santoshi–Himdung & Thoker-Rautaha JV vs Dept. of Railways	Construction of railway track bed with cross drainage structures, Simara–Bardibas sector	DORW/RTB/06-2070/071	Awarded
66	Apex Khadka Krishna JV vs Department of Roads	Widening & upgrading of Melamchi–Bhotang (Melamchi–Dhap) Road, Sindhupalchowk	OCHT/337134/075/ 76-001	Awarded
67	Ganapati Group vs Department of Roads	Construction of Larjung Khola Bridge over Larjung Khola, Beni–Jomsom Koralla Road	KRP/3371454 /075/76-07	Ongoing
68	Shankarmali Akela JV vs Road Infrastructure Development Office, Gulmi	Upgrading & improvement of Raksa–Amarai–Kalyara–Rajasthan–Phulbari Road (12+000 to 20+000)	P/3371234 /073 /74-093	Awarded
69	ZIEC Sharma Lama JV vs Department of Roads (Claim 9)	Upgrading of Birendra Chowk (Udayapur)–Bhiman (Sindhuli) section (Claim 9)	3725/072 /073/001	Awarded
70	Lama Samanantar Shanti JV vs Nepal Pragya Pratisthan	Renovation of Nepal Academy Building	01/NCB/NA /073-74	Ongoing
71	Tata Projects Ltd vs NEA	Marsyangdi–Kathmandu 220 KV transmission line	PMD-MKTL-072 /73-02	Ongoing
72	Ganapati Group vs Department of Roads	Construction of Kaiku Khola Bridge (RCC, 1×20 m) along Beni–Jomsom Koralla Road	KRP/3371454 /075/76-06	Ongoing

73	Devi Raman Construction Company vs DOR	Roadway upgrading on Madi Corridor, Mandre Khola–Sis- aghat section	MI/ 337011694 /078 /79-014	Ongoing
74	Jay Salina Enterprises vs APF	Contract of sports shoes	APF/CB/G/01 /2080 /081/10	Award- ed
75	Jay Salina Enterprises vs APF	Contract of boots	APF/CB/G/01 /2080/081 /02	Award- ed
76	Rabina Joshi Pabitra JV v DUDBC Saptari	Construction of Triyuga Madan Bhandari Memorial Convention Hall and Guest House	Contract No. 03/DUDC / Udayapur/ CBC /Work/ 2072-073	Award- ed
77	Pioneer Holdings Private Limited v Udayapur Cement Industries	Supply of NonCoking Coal – 4000 (Four Thousand) MT	Tender No. 197 /07980	Award- ed
78	ZIEC v Nepal Electricity Authority	Design, manufacture, test, deliver, install, complete and commission facilities, viz. Supply and Installation of 132 KV Substations	Contract No. ICBHB03 /2009	Ongoing
79	MB–KB JV v Lalitpur Metropolitan City	Construction of Machhindra Complex (Multipurpose Building) of Lalitpur Metropolitan City	Contract No. LMCNC-BWORK 16078/79	Award- ed
80	Pinggao Group Co. Ltd v NEA	Design, Supply and Installation of 132 KV GIS Substation in Kathmandu Valley	Contract No. PMD / PTDEEP / KTCEP/073 /07401	Award- ed

81	MP SCF ECC JV v Department of Roads	Road Upgrading (km 13+000 to 25+000) and Maintenance (km 25+000 to 45+000) Works along Baglung–Burti-bang Section	Contract No. NG/ 3377384 /072/ 073003	Ongoing
82	IMS Consultancy v Udayapur Cement Industries	Supply, Installation and Commissioning of Kiln Shell/ Cowl Shell/Outlet Seal, Brick Retainer/Retainer Ring and Replacement of Kiln Shell 5800mm (Approx.) in full TurnKey Basis	Contract ID No. 3101 /074/75	Ongoing
83	Lama Construction Company v Department of Roads	Design and Build of Bridges over Karnali River, Jangalaghat–Tatopani–Babi-yachaur Bhamtadi–Jangalaghat–Mangalsen, Achham, Kailali	Contract No. BBPCUDB 337011 224077 /7813	Ongoing
84	Gaura Shrinkhala J.V v Office of Municipal Executive, Tokha Municipality	Construction of Office Building of Tokha Municipality	Contract No. 06/ NCB/TM/W /2076/077)	Ongoing
85	C.M/Maa Gayatri J-V, Jorpati, Kathmandu v Office of Rural Municipality, Gaidahawa Municipality	Construction of Gaidahawa Rural Municipality Office Building	Contract No. 1 /GRM/ 076/077	ongoing
86	M/S Santoshi Rautaha Hari Hari J.V v Department of Roads	Upgrading Widening of Kawasoti-Bojhapokhari-Dedhgaun-Bhimad-Khairenitar Road, Nawalparasi (Package 1)	Contract No. DROBTL/ 3373354/ 073-074/165	ongoing

87	Academy of Bir Gurkhas Security Service Pvt. Ltd v Sama Papers and Publication Ltd	Contract for Security Services		ongoing
88	M/S surya and Sons Pvt. Ltd Vs Department of Roads	Design and Build of Teli Khaola Bridge along Madan Bhandari Highway, Morang	Contract No. MBHPD/337011084/DB /076/77-010 (Re)	Awarded
89	Lumbini Builders (P.) Ltd. v Department of Road, Babar Mahal, Kathmandu, Road Division Office, Butwal	Construction of RCC Bridge over Dano River along Nayagaon-Belbariya Road in Rupendehi District	Contract No. 80/WRRD/DRO4 /068/69	Ongoing
90	Subisu Ltd. v Nepal Telecom Authority	To Establish Cyber Security Simulation Lab/CERT for Telecom Industry	Contract No. 2/SLAB /NTA/2021	Ongoing
91	M/S Mohan Energy Corporation Pvt. Ltd v Nepal Electricity Authority	Solu Corridor 132KV Transmission Line Project	Contract No. ICB-TL /SC/071 /072-1)	Ongoing

**DISPUTE RESOLUTION CENTER NEPAL
(DRC Nepal)**

Rules of Arbitration

**Rules of Transparency in
Arbitration**

Nepal

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Definition

“Award” includes a partial, interim or final award and an award of an Emergency Arbitrator;

“DRC Nepal” means Dispute Resolution Center Nepal;

“Emergency Arbitrator” means an arbitrator appointed in accordance with Rule 30;

“Executive Committee” means the Executive Committee of DRC Nepal, nominated by the Board of Directors;

“Rules” means the Arbitration Rules of the Dispute Resolution Center Nepal (1st Edition, 1st January 2022);

“Secretariat” means the Secretariat of DRC Nepal, which looks into all issues related to management of a dispute after its reference to DRC Nepal.

“Tribunal” includes a Sole Arbitrator or all the arbitrators, where more than one arbitrator is appointed.

Section I: Introduction of Rules

Article 1

Introduction of Rules

- 1.1. Where the Parties have agreed that disputes between them in respect of legal relationship or contractual or negotiated or evidenced in writing shall be referred under the “Rules of Arbitration of Dispute Resolution Center Nepal (**DRC Nepal Rules**)”, these Rules shall be effect on the date of commencement of the arbitration and shall form a part of dispute agreement.

- 1.2. These Rules shall govern the Arbitration concept and shall come in force after the date of publicizing and effectiveness of these Rules.
- 1.3. These Rules shall govern the Arbitration proceedings unless that any of the Rules is in conflict with the provision of applicable law. In such case of conflict, the applicable law shall take precedence over the Rules.
- 1.4. These Rules are meant to be understood as gender-neutral. Any singular word shall be understood to refer to as plural or vice versa as the case may require.

Article 2

Notice and Calculation of Time and Periods

- 2.1. For the purposes of these Rules, any notice including a notification, communication or proposal may be delivered or transmitted by any means of communication that allows proof of record of its transmission.
- 2.2. If an address has been designated by a party for this purpose or authorized by the Arbitration Tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as email and fax shall be deemed to have been received, if delivered to such designated or authorized address/es. Delivery shall also mean to have received by public 3 consecutive notification in a National Daily.
- 2.3. In the absence of designation or authorization a notice is:
 - a) Received if it is physically delivered to the addressee; or

- b) Deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee or by designated emails or
 - c) By public 3 consecutive notification in a National Daily.
- 2.4. If, after reasonable efforts, delivery cannot be effected in accordance with the paragraphs 2.2 or 2.3, a notice is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or attempted delivery.
- 2.5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2.2, 2.3 or 2.4 or attempted to be delivered in accordance with paragraph 2.4. A notice transmitted by electronic means is deemed to have been received on the day it is sent. A notice by 3 consecutive publications shall be deemed to have been received on the day of 3rd such publication.
- 2.6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is 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. Non business days occurring during the running of the period of time are included in calculating the period.

Article 3

Notice of Arbitration

- 3.1. A Party (referred to as the “**Claimant**”) wishing to instigate recourse to arbitration, under these Rules, shall file a Notice of Arbitration with the DRCN Secretariat, which shall

also be communicated to the other Party (referred to as the “**Respondent**”). Notice of Arbitration shall include:

- a) a demand that the dispute be referred to arbitration;
- b) The names and contact details of the Parties, including email details;
- c) reference to and a copy of the arbitration agreement invoked;
- d) reference to and a copy of the contract or other instrument (e.g., investment treaty) out of or in relation to which the dispute arises;
- e) brief statement describing the nature and circumstances of the dispute, specifying the relief sought and where possible an initial quantification of the claim amount;
- f) statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the claimant wishes to make proposal;
- g) proposal for the number of arbitrators if not specified in the arbitration agreement;
- h) proposal on applicable law or language of arbitration, if not specified in the arbitration agreement;
- i) Submit designation and Power of Attorney to participate in the Arbitration proceedings on behalf of the Parties.

3.2. The Notice of Arbitration may also include the statement of Claim referred to in the Article 22.

3.3. The date of the receipt of the complete Notice of Arbitration by the Secretariat shall be deemed to be the date of Commencement of the arbitration. The notice of Arbitra-

tion is deemed to be complete when all the requirements of the Article 3.1 are fulfilled or when the Secretariat determines that there has been substantial compliance with such requirements. The Secretariat shall notify the parties of the commencement of the arbitration.

- 3.4. The Claimant shall send a copy of the Notice of the Arbitration to the Respondent, at the same time that it files the Notice of Arbitration with the Secretariat which shall be simultaneously be communicated to each other.

Article 4

Response to the notice of Arbitration

- 4.1. The Respondent shall file a Response with the Secretariat within 30 days upon receipt of the Notice of Arbitration which include:
 - a) Contact details of the Respondent;
 - b) Response to all or part of the claims, including, where possible, any plea on the Tribunal lack of jurisdiction for which it is constituted;
 - c) a brief statement describing the nature and circumstances of any counterclaim, specifying the relief sought and where possible, an initial quantification of the counterclaim amount;
 - d) any comment in response to any statements contained in the Notice of Arbitration under Article 3.1, or any comment with respect to the matters covered in such Article;
 - e) Notification of the appointment of an arbitrator as per Article 8 and 9;
- 4.2. The response may also include the Statement of Defense and a Statement of Counterclaim, as referred to in Article 22.3.

- 4.3. The Respondent shall file the Response with the Secretariat and the Claimant simultaneously.

Article 5

Expedited Procedure

- 5.1. Prior to the constitution of the Tribunal, a party may file an application with the Secretariat for the arbitral proceeding to be conducted in accordance with the Expedited Procedure under these Rules, provided that any of the following criteria is satisfied:
- a) the amount in the dispute does not exceed the equivalent amount of Rs. 50,00,000 representing the aggregate of the claim, counterclaim and any defense of set-off;
 - b) the parties so agree; or
 - c) in cases of exceptional urgency.

The party applying for the arbitral proceeding to be conducted in accordance with the Expedited Procedure under this Article 5.1, shall send a copy of the application to the other party at the same time as it files an application with the Secretariat, and shall notify with the Secretariat that it has done so.

- 5.2. Where a party has filed an application with the Secretariat under the Article 5.1 and where the Executive Committee determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:
- a) The Executive Committee may abbreviate any limits under these Rules;

- b) The case shall be referred to a sole arbitrator, unless the executive committee determines otherwise;
 - c) The Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if hearing is required for the examination of any witness and expert as well as for any oral argument;
 - d) The final award shall be made within 6 months from the date when the Tribunal is constituted unless, in an exceptional circumstance, the Executive Committee extends the time for making such a final award and;
 - e) The Tribunal may state the reasons upon which the final Award is based, unless the parties have agreed that no reasons are to be given.
- 5.3. By agreeing to the arbitration under these Rules, the parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure under this Article 5, the rules and procedures set forth in Article 5.2 shall apply in compliance with the Contract and Law.
- 5.4. Upon application by a party, and after giving the parties opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Secretariat, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this Article, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

Article 6

Representation and Assistance

Each Party may be represented or assisted by persons chosen or appointed by it. Names and addresses of such person shall be communicated to all the Parties and the Tribunal. Such communication must state whether the appointment is made for the purposes of representation or assistance. Where the person is stated to act as a representative, the Arbitral Tribunal or any of the Party may at any time require proof of authority granted to the person from the represented Party.

Article 7

Appointing Authority

- 7.1 Unless the Parties have agreed on the choice of appointing authority, Parties may at propose at any time Dispute Resolution Nepal (DRCN) to serve as an appointing authority.
- 7.2 When the appointing authority is requested to appoint an arbitrator pursuant to article 8, the party making the request shall send to the appointing authority copies of notice of arbitration and correspondences regarding initiation of Arbitral process between the parties.

Section II: Composition of Arbitration Tribunal

Article 8

Number of Arbitrator

- 8.1 The Arbitral tribunal shall be composed of one or three arbitrators.
- 8.2 Unless otherwise agreed by the parties or deemed necessary by the Secretariat, the Arbitral Tribunal shall be composed of Three Arbitrators.

Article 9

Sole Arbitrator

- 8.1 If the parties have agreed that a sole arbitrator is to be appointed and if within 30 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereupon, a sole arbitrator shall, at the request of a party, be appointed by the appointing authority.
- 8.2 If within 30 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the appointing authority, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the appointing authority shall appoint the sole arbitrator.

Article 10

Three Arbitrators

- 9.1 Each party shall nominate one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.
- 9.2 If either party fails to nominate an arbitrator within 30 days after the receipt of a party's nomination of an arbitrator, then upon request by one of the party the appointing authority shall appoint a presiding arbitrator in the same manner as appointment of sole arbitrator.

Article 11

Disclosures by and challenge of arbitrators

- 11.1 When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall

disclose with a copy of CV any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by him or her of these circumstances.

Model statements of independence pursuant to this article as annexed to this Rule shall be filled in.

Article 12

Challenge of arbitrators

- 12.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or independence.
- 12.2 A party may challenge the arbitrator while being nominated or for the reasons of which it becomes aware after the appointment has been made.
- 12.3 Such a challenge must be made within 15 days of the formation of the Tribunal or after becoming aware of the situation forming the basis of the Challenge.
- 12.4 Any challenges on an arbitrator after due date of expiry under Rule 16.3 will be decided by the remaining two arbitrators and in case of a sole arbitration tribunal will be decided by the DRCN Board.

Article 13

Notice Challenge

- 13.1 If either party desire to Challenge the Arbitrator, the Notice shall be submitted to DRC Nepal, the Arbitral Tribunal

and other Party (ies) within the time limit specified in 16.3. Such Notice shall provide specific reasons for challenging the appointment of the Arbitrator.

- 13.2 The dispute proceedings shall be suspended until the challenge is resolved or the Arbitrator voluntarily withdraws. The proceedings shall be initiated once the challenge is resolved or another Arbitrator is appointed in place of challenged Arbitrator.
- 13.3 The notice of challenge will be deemed to have been received on the date of receipt by the secretariat or by the Tribunal.

Article 14

Decision on Challenge

- 14.1 If, within 15 days of receipt of the notice of challenge under Rule 13, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it. In such case, the challenge will be decided by the appointing authority within 30 days. Such decision by the appointing authority shall be reasoned, unless otherwise agreed by the parties. The decision of the appointing authority shall be final and binding unless intervened and decided by the Court.

Article 15

Replacement of Arbitrator

- 15.1 In the event of death, resignation, withdrawal or removal of an Arbitrator, a replacement Arbitrator shall be appointed within 15 days pursuant to the procedure provided for in Article 9 or 10.

- 15.2 If the Parties are not able to nominate and appoint a replacement Arbitrator, appointing authority shall appoint the substitute Arbitrator.

Article 16

Arbitral proceeding in the event of replacement of an arbitrator

- 16.1 If an Arbitrator is replaced, the proceeding shall resume at stage where the Arbitrator was replaced, unless the arbitrators and the parties together decide otherwise.

Article 17

Exclusion of Liability

- 17.1 Unless for some wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the appointing authority and any person appointed by the arbitral tribunal based on any act or overt/ covert act(s) of commissions and omissions in connection with the arbitration.

Section III: Arbitral Conduct

Article 18

Conduct of Proceedings

- 18.1 The Arbitral Tribunal shall conduct meetings in a suitable venue in such manner as it considers appropriate to conduct arbitration, after consulting with the parties, to achieve speedy, fair, economical and final resolution of the dispute.

- 18.2 The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise decided by the parties, the arbitral tribunal may also meet at any locations it considers appropriate, as per situation/ environment, for any purpose including hearings.
- 18.2 As soon as practicable after the constitution of the Tribunal, the Tribunal shall conduct a preliminary meeting with the parties, in person or by any other means of applicable communication in order to instigate and decide the arbitral process.

Article 19

Plea on Jurisdiction of Arbitrator

- 19.1 The arbitral tribunal may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose, -
- a. An arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and
 - b. A decision by the arbitral tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.
- 19.2 A plea that the tribunal does not have jurisdiction shall not be raised later than the submission of Statement of defense. However, a party will not be excluded from raising such plea just because he has appointed, or participated in the appointment of an arbitrator.
- 19.3 A plea that the arbitral tribunal is exceeding the scope of authority shall be raised as soon as the Party becomes aware that the matter alleged is beyond the scope of its authority comes to light during the arbitral proceedings.

- 19.4 The arbitral tribunal may, in either of the cases referred to in Rule 19.5 and 19.6, admit a later plea if it considers the delay is justified.
- 19.5 Where the arbitral tribunal takes a decision rejecting or accepting the plea, an Arbitration Order shall be issued by the Tribunal. Where the plea has been rejected, the arbitral proceedings will continue further. Where plea has been accepted, the Tribunal will continue the arbitral proceeding taking into consideration due regard to the plea.
- 19.6 A party aggrieved by such arbitral award may make an application for setting aside such arbitral award in accordance with the prevailing law.

Article 20

Place/ Seat of Arbitration

- 20.1 In case it is mentioned in the contract, the place of Arbitration shall be the same as written in the contract and If not previously agreed in the Contract on the place of arbitration, the Parties may mutually propose to the Tribunal on the seat/place of Arbitration. If the parties do not agree on the seat/place of arbitration, the Place/ Seat of arbitration shall be decided by the Tribunal. In such case, the Arbitral award shall be deemed to have been made at the place of arbitration.

Article 21

Language

- 21.1 Subject to an agreement by the Parties, the Arbitral Tribunal shall decide the language to be used for the arbitration proceeding. Such determination shall apply to the Statement of Claim, Statement of Defense and other written submissions.

- 21.2 Any submissions annexed to the parties' submissions may be accompanied by a translation into the language agreed upon by the parties or determined by the Tribunal as necessary.
- 21.3 Interpretation or translation requirement by any party of any arbitral document including award, may only be made by the Party at his own cost additional cost. The Tribunal will not take any liability of any misunderstanding created from such translations/interpretations.

Article 22

Submission by the Parties

- 22.1 The parties shall submit in writing, the Statement of Claims (SOC), Statement of Defense (SOD), Counter Claims and Rejoinder to the Arbitration Tribunal, appointing authority with a copy to the other party(ies) within a period of time as agreed with the Arbitration Tribunal or as per these Rules.
- 22.2 The Statement of Claim shall be submitted by the Claimant within 90 days, unless otherwise agreed by the Tribunal, of the Preliminary meeting to the Arbitration Tribunal with a copy to the Claimant. The Claimant may elect to treat its notice of arbitration referred to in article 3 as a Statement of Claim. It shall set out the statement of facts substantiating the claim on legal and technical grounds and proofs/ evidences and arguments supporting the claim for relief claimed together with the quantifiable amount if any. The Statement of Claim shall be submitted along with the relevant Contract Agreement, Arbitration Agreement, Additional Agreement (if any), and all evidences related to it. Further the Claimant may also submit list of witnesses presenting the case, if any, and shall submit a Power of Authority representing the Claimant for all Arbitral proceedings.

- 22.3 The Statement of Defense shall be submitted within 30 days, unless otherwise agreed by the Tribunal, upon receipt of the Statement of Claim to the Arbitration Tribunal with a copy to the Claimant. The Statement of Defense shall set out the statement of facts substantiating the document on legal and technical grounds and proofs/ evidences and arguments supporting the claim. In addition, the Statement of Defense may also include any counterclaim that the Respondent may think it worth. Further the Respondent may also submit list of witnesses presenting the case, if any, and shall submit a Power of Authority representing the Respondent for all Arbitral proceedings.
- 22.4 A Rejoinder to Statement of Defense may be submitted to the Tribunal with a copy to the Respondent within 15 days, unless otherwise agreed by the Tribunal, of receipt of the Statement of Defense.
- 22.5 In case any party fails to submit their defense and rejoinder within the time limit mentioned in the clause 22.3 and 22.4 due to circumstances beyond its control, such party shall submit an application to the Tribunal for an extension of the time limit within 15 days from the date of expiry of the time limit, explicitly mentioning satisfactory reasons for its failure to do so. The arbitrator may, if he/she finds the reasons mentioned in the application to be satisfactory, extend the time limit for not more than seven days.
- 22.6 All documents submitted during the Arbitration proceeding including Statement of Claim, Statement of Defense, Rejoinder, Additional Documents, outcome of Oral Hearing, Minutes of Meetings, reports, evidences and Award shall remain confidential unless the Parties agree that it can be a public document.

Article 23

Amendments to the Statement of Claim or Statement of Defense

- 23.1 During the course of the arbitral proceedings, a party may amend or supplement its claim or defense, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defense, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defense falls outside the jurisdiction of the arbitral tribunal.

Article 24

Hearings

24. 1. Unless otherwise agreed by the Parties, the Arbitral Tribunal shall decide whether to hold an oral hearing for the presentation of evidences or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials.
24. 2. In the event of an oral hearing, the arbitral Tribunal shall give the Parties adequate advance notice of date, time and place thereof in consultation with the Parties. The Tribunal may decide on reasonable method of communication to have an oral hearing.
24. 3. Absence of any Party, even after repeated requests, shall not deter the oral hearing to be conducted nor such absence will be a ground for the Arbitration proceedings to be deterred and differed.

Article 25

Appointment of Experts by the arbitral Tribunal

- 25.1 After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
- 25.2 The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.
- 25.3 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
- 25.4 Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

25.5 At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 27 shall be applicable to such proceedings.

Article 26

Appointment of Experts/ Witnesses by the Parties

- 26.1 The Parties shall give details such as names, address, number, qualification(s) of the experts/witness to the Tribunal seven days before the Oral Hearings take place.
- 26.2 The Tribunal shall have the power to allow, refuse, or limit appearance of experts/witness (es) as necessary.
- 26.3 The experts/witness(es) so called, shall give written testimony, either as signed statements or sworn affidavits. If experts/witness that are served due summons, do not appear for hearing without a reasonable cause shall be disregarded for any arbitral matters.
- 26.4 Experts/ Witness(es) who gives oral evidence during oral hearing shall not be cross-questioned by parties or their representatives. Experts/ Witness(es) shall provide only evidences with proofs and supporting document. Any opinion expressed by the Experts/ Witness(es) will be disallowed.

Article 27

Additional Authority of Tribunal

- 27.1. Unless contravened by existing law, the Arbitration Tribunal shall have the following additional authority:

- a) Any matter to lead arbitration award to a successful conclusion.

Article 28

Default of a Party

- 28.1 If the Claimant fails to communicate his Statement of Claim in accordance with Article 25.2, the Arbitral Tribunal shall terminate the proceedings;
- 28.2 If the Respondent fails to communicate his Statement of Defense in accordance with Article 22.3, the Arbitral Tribunal shall continue the proceedings without treating that the failure in itself as an admission of the allegations by the Claimant and shall have the discretion to treat the right of the Respondent to file such Statement of Defense as having been forfeited.
- 28.3 If the Party fails to appear at an oral hearing or to produce documentary evidence, the tribunal may continue the proceedings and make an Arbitral Award on the evidences before it.

Article 29

Closure of Hearing

- 29.1 The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
- 29.2 The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Article 30

Waiver of right to object

- 30.1 A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

Section IV: Arbitral Award and Termination of Proceedings

Article 31

Interim Relief

- 31.1 The arbitral tribunal may, at the request of a party, grant interim relief at the time of submission of Statement of Claim or Statement of Defense.
- 31.2 An interim relief is any temporary measure by which, at any time prior to the issuance of the award for which the dispute is finally decided, the arbitral tribunal may order a party, without limitation, to:
- a) Maintain or restore the status quo pending determination of the dispute;
 - b) Take action that would prevent, or refrain from taking action that would likely cause,
 - (i) current or imminent harm; or
 - (ii) prejudice to the arbitral process itself;

- c) Provide a means of preserving assets out of which a subsequent award may be satisfied;
- d) Preserve evidence that may be relevant and material to the resolution of the dispute.

31.3 The Tribunal may, at the request of a party, issue an order granting an injunction or any other interim relief it deems appropriate provided the Law does provide such authority.

31.4 The application for interim relief shall include a brief statement of facts leading to the application; reasons why the party is entitled to such relief, the nature of relief sought. Such application shall be submitted to the Tribunal, the Secretariat and the other party respectively.

Article 32

Fast Track Arbitration

32.1 At any time, either before or at the time of appointment of arbitral tribunal, the parties to an arbitration agreement may agree in writing to have their disputes resolved by this method.

32.2 While agreeing to resolution of disputes by fast track method the parties may agree to appointment of sole Arbitrator who shall be chosen by the Parties. In case the parties are unable to appoint an Arbitrator, the sole Arbitrator shall then be chosen by the appointing authority in consensus with the Parties.

32.3 The arbitration tribunal shall adhere to following procedure while conducting arbitration proceedings under this article:

- a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties;

- b. The Tribunal shall have authority to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - c. An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have an oral hearing for clarifying certain issues;
 - d. The arbitral tribunal may dispense with any technical formalities and adopt such procedure as deemed appropriate for expeditious disposal of the case;
- 32.4 The Award under this section shall be made within a period of 4 months from the date the arbitral tribunal enters upon the reference.
- 32.5 If the award is not made within the period specified the general proceedings of this Rule of Arbitration shall apply;
- 32.6 The fees payable to the arbitrator and the manner in payment in fees shall be such as may be agreed between the arbitrator and the parties and shall not be less than 25% added on top of normal sole arbitration fee.
- 32.7 This Rule shall not prejudice any party's right to apply to a state court or other legal authority for any interim or conservatory measures before the formation of the Arbitration Tribunal; and it shall not be treated as an alternative to or substitute for the exercise of such right. During the fast-track proceedings, any application to and any order by such court or authority shall be communicated promptly in writing to the Sole Arbitrator, the Secretariat and all other parties.

Article 33

Applicable Law, Amiable Compositeur and Ex Aequo et Bono

- 33.1 The Tribunal shall apply the law or rules as designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law or rules which it determines to be appropriate. For arbitration conducted for ICB or NCB contracts under domestic arbitration, the law of Nepal shall apply as substantive law.
- 33.2 The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized it to do so.
- 33.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade and commerce applicable to the transaction.

Article 34

The Award

- 34.1 Where there is more than one arbitrator, the Tribunal shall decide the Award by a majority. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties agree that no reasons are to be given. Failing a majority decision, the presiding arbitrator, when the arbitral so authorize, alone shall make the Award for the Tribunal.
- 34.2 If any arbitrator fails to cooperate in the making of the Award, having been given a reasonable opportunity to do so, the remaining arbitrators may proceed. The arbitrator failing to agree with the majority decision shall provide a “Note of Dissent” explaining the reason why he does not

agree with the majority. If the dissenting arbitrator does not provide a note of dissent event after request by the arbitral tribunal, the point will be noted in the award by the majority and publish the award accordingly in absence of the dissenting arbitrator.

Article 35

Form and contents of Award

- 35.1 The arbitral tribunal may make separate awards on different dates on different issues at different stages of arbitral proceedings and at the place as agreed in the Arbitration Agreement.
- 35.2 All awards shall be made in writing and shall be final and binding on the parties. Parties shall comply to execute out the award.
- 35.3 The award shall be processed and delivered to the Parties through secretariat only. No later than 45 days of declaring the arbitration proceedings closes by the arbitral Tribunal, the Award shall be forwarded to the secretariat which shall be responsible to systematically arrange the Award in a standard format. No changes in the substance of the Award can be adjusted by the secretariat. Within another 45 days the secretariat shall deliver the award to each Party. The Award shall be dated and signed by the Arbitrator.
- 35.4 A copy of the award will be deposited with the relevant High court, as necessary, as per existing legislation in force.
- 35.5 A sum directed to be paid by the arbitral award, shall unless the award otherwise directs, carry interest (simple or compounded as per the discretion of the arbitral tribunal) as per current rate of interest prevalent on the date of award in consonance with the existing legislation in place.

- 35.6 The secretariat may, with the consent of the parties and the Tribunal, publish any Award with the names of the parties and other identifying information redacted.

Article 36

Settlement or other grounds for termination

- 36.1 If before the award is made, in the event of an amicable settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement. In the event of termination of arbitral proceeding under this Article, the arbitral tribunal will not be obliged to give reasons for such an award.
- 36.2 If the parties do not require a consent Award, the parties shall confirm to the Secretariat, that a settlement has been reached, following which the arbitral proceedings will be terminated and the arbitration concluded upon due settlement of the costs of the arbitration. In such case, a breakdown of expenses will be provided to the Parties and any additional amount, if any, will be returned to the Parties.

Article 37

Interpretation of Award

- 37.1 Within 10 days of receipt of an Award, a party may, by written notice to the Secretariat and the other party, and request arbitral Tribunal to give an interpretation of the Award.
- 37.2 If the arbitral Tribunal considers the request to be justified, it shall provide the interpretation in writing within 15 days after receipt of the request. The interpretation shall form part of the Award.

Article 38

Correction of Awards

- 38.1 Within 10 days of receipt of an Award, a party, by written notice to the Secretariat and the other party, may request the Tribunal to correct any error in computation, clerical or typographical error or any error of a similar nature in the Award. If the Tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.
- 38.2 The Tribunal may correct any error of the type referred to in Rule 38.1 on its own initiative within 30 days of the date of the Award.

Article 39

Additional Award

- 39.1 Within 10 days of receipt of an Award, a party may, by written notice to the Secretariat and the other party, request the Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. If the Tribunal considers the request to be justified, it shall make the additional Award within 15 days of receipt of the request.
- 39.2 The arbitral tribunal may, if necessary, extend the period of time within which the arbitral Tribunal shall make a correction of an Award under this Rule.
- 39.3 All such awards resulting from correction, interpretation or addition Award shall be reasoned and shall be final and binding.

Article 40

Fees and Deposits

- 40.1 The Tribunal's fees and secretariat fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal.
- 40.2 Payment and modality of deposit shall be decided at the time of preliminary meeting conducted by the arbitral tribunal assisted by the secretariat.
- 40.3 The Secretariat, on advice of the arbitral tribunal, may from time-to-time direct parties to make further deposits towards the costs of the arbitration, if any alterations is observed from the facts agreed in the preliminary meeting or if additional costs is required for purposes unseen during the preliminary meeting.
- 40.4 Parties are jointly and severally liable for the costs of the arbitration. In absence of one party to deposit his share towards the costs of the arbitration, the other party may deposit the full amount which shall be adjusted by the arbitral tribunal in the Award.
- 40.5 If the parties fail to deposit the cost of arbitration, the arbitral tribunal may direct the secretariat to inform the Parties that the proceedings have been terminated.
- 40.6 In all cases, the account of cost of arbitration will be provided by the Secretariat to the Parties at on the conclusion of the arbitral proceedings. The Secretariat shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the arbitration determined are less than the deposits made, there shall be a refund in the same proportions as deposited by the parties.

40.7 All deposits towards the costs of the arbitration shall be made to and held by the Secretariat. Any interest which may accrue on such deposits shall be retained by the Secretariat.

Article 41

Costs of Arbitration

41.1 Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration, and also determine in the Award the apportionment of the costs of the arbitration among the parties.

41.2 The term “costs of the arbitration” includes:

- a) The Tribunal’s fees and expenses and the Fast-Track Arbitration fees and expenses, where applicable;
- b) Reasonable travel expenses incurred by the arbitral tribunal;
- c) Secretariat administration fees and expenses; and
- d) The costs of experts appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.
- e) The reasonable cost of travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
- f) Legal and other costs incurred by the parties in connection with the arbitration on condition that the arbitral tribunal determines such amount as reasonable;

Article 42

Tribunal Fees and Expenses

- 42.1 The fees of the Tribunal and that of the Secretariat shall be as specified and be in accordance with the applicable Schedule of Fees or, if applicable, with the method agreed by the parties pursuant to Rule 33.1, and the stage of the proceedings at which the arbitration concluded. In exceptional circumstances, the Secretariat may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.
- 42.2 The Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed as per actual expenses against the invoices and bills.

Article 43

Allocation of Costs

- 43.1 The costs in generally shall be apportioned and equally shared by the Parties. However, the party/ parties may choose that the cost in principle be borne by the unsuccessful party or parties.
- 43.2 The arbitral tribunal shall in the final award or, if it deems appropriate, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Article 44

Arbitration cost on redirection by the Court

- 44.1 If the Court directs the same Arbitral Tribunal to conduct review of its Award, the cost of Arbitration in such case will be 50% of the cost arrived at under Article 43 and 44. The Parties will be directed to deposit accordingly by the arbitral tribunal

Article 45

Deposition of Costs

- 45.1 The arbitral tribunal, during the preliminary meeting, may request the parties to deposit an equal amount as an advance for the costs of arbitration.
- 45.2 Supplementary deposits, if any, may be requested during the course of arbitral proceedings.
- 45.3 If the required deposits are not paid within the time stated in the preliminary meeting, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not received, the arbitral tribunal may suspend or terminate the arbitral proceedings.

Article 46

Exclusion of Liability

- 46.1 Any arbitrator including any Fast-Track Arbitrator, any person appointed by the Tribunal including any administrative staff, experts, the Executive Committee members, directors, officers of the secretariat shall not be liable to any person or party for any negligence, act or omission in connection, overt or covert act with and in connection with these arbitral proceedings.
- 46.2 The Arbitration Tribunal, secretariat or ~~and~~ any person appointed by the Tribunal shall not be under any obligation to make any statement in connection with any arbitration administered in accordance with these Rules.

Article 47

Confidentiality

- 47.1 The arbitral tribunal including the secretariat and personnel involved during the arbitration proceeds shall at all times treat all matters relating to the proceedings including the Award as confidential. The discussions and deliberations of the Tribunal shall be confidential.
- 47.2 No arbitral proceedings will be disclosed to the third party without the prior written consent of the parties, except:
- a) for the purpose of making an application to any competent court of any State to enforce or challenge the Award;
 - b) in compliance with the provisions of the laws of any State which are binding on the party making the disclosure or the request or requirement of any regulatory body or other authority;
 - c) pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.
- 47.3 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.

Remuneration of a Sole Arbitrator for NCB Contracts

S.No	Claimed Amount		Fixed Amount	Variable Amount in %
	From	To		
1	Upto	1,000,000.00	50,000.00	
2	1,000,000.00	2,500,000.00	50,000.00	2.70%
3	2,500,000.00	5,000,000.00	90,500.00	2.40%

4	5,000,000.00	10,000,000.00	150,500.00	1.50%
5	10,000,000.00	20,000,000.00	225,500.00	0.80%
6	20,000,000.00	50,000,000.00	305,500.00	0.60%
7	50,000,000.00	100,000,000.00	485,500.00	0.20%
8	100,000,000.00	200,000,000.00	585,500.00	0.15%
9	200,000,000.00	500,000,000.00	735,500.00	0.030%
10	Above	500,000,000.00	825,500.00	0.025%

Remuneration of the Three Arbitrator in NCB Contract

S.No	Claimed Amount		Fixed Amount	Variable Amount in %
	From	To		
1	Upto	1,000,000.00	125,000.00	
2	1,000,000.00	2,500,000.00	125,000.00	6.67%
3	2,500,000.00	5,000,000.00	225,050.00	5.00%
4	5,000,000.00	10,000,000.00	350,050.00	3.00%
5	10,000,000.00	20,000,000.00	500,050.00	2.00%
6	20,000,000.00	50,000,000.00	700,050.00	1.20%
7	50,000,000.00	100,000,000.00	1,060,050.00	0.48%
8	100,000,000.00	200,000,000.00	1,300,050.00	0.25%
9	200,000,000.00	500,000,000.00	1,550,050.00	0.13%
10	Above	500,000,000.00	1,940,050.00	0.03%

Administrative Cost of DRCN

S.No	Claimed Amount		Fixed Amount	Variable Amount in %
	From	To		
1	Upto	1,000,000.00	50,000.00	
2	1,000,000.00	2,500,000.00	50,000.00	3.4%
3	2,500,000.00	5,000,000.00	101,000.00	1.00%

4	5,000,000.00	10,000,000.00	126,000.00	0.90%
5	10,000,000.00	20,000,000.00	171,000.00	0.75%
6	20,000,000.00	50,000,000.00	246,000.00	0.40%
7	50,000,000.00	100,000,000.00	366,000.00	0.20%
8	100,000,000.00	200,000,000.00	466,000.00	0.1000%
9	200,000,000.00	500,000,000.00	566,000.00	0.05%
10	Above	500,000,000.00	716,000.00	0.05%

Remuneration of Three Arbitrators in ICB Contract

S.no.	Claimed Amount		Fixed Amount	Variable Amount in %
	From	To		
1	Upto	1,000,000.00	300,000.00	
2	1,000,000.00	2,500,000.00	300,000.00	13.40%
3	2,500,000.00	5,000,000.00	501,000.00	10.00%
4	5,000,000.00	10,000,000.00	751,000.00	6.00%
5	10,000,000.00	20,000,000.00	1,051,000.00	5.00%
6	20,000,000.00	50,000,000.00	1,551,000.00	2.00%
7	50,000,000.00	100,000,000.00	2,151,000.00	1.20%
8	100,000,000.00	200,000,000.00	2,751,000.00	1.00%
9	200,000,000.00	500,000,000.00	3,751,000.00	0.35%
10	Above	500,000,000.00	4,801,000.00	0.20%

Remuneration of Sole Arbitrators in ICB Contract

S.no.	Claimed Amount		Fixed Amount	Variable Amount in %
	From	To		
1	Upto	1,000,000.00	150,000.00	
2	1,000,000.00	2,500,000.00	150,000.00	6.67%
3	2,500,000.00	5,000,000.00	250,050.00	6.00%

4	5,000,000.00	10,000,000.00	400,050.00	4.00%
5	10,000,000.00	20,000,000.00	600,050.00	2.00%
6	20,000,000.00	50,000,000.00	800,050.00	1.00%
7	50,000,000.00	100,000,000.00	1,100,050.00	0.80%
8	100,000,000.00	200,000,000.00	1,500,050.00	0.50%
9	200,000,000.00	500,000,000.00	2,000,050.00	0.20%
10	Above	500,000,000.00	2,600,050.00	0.10%

Code of Conduct for Arbitrators

1. Appointment

- 1.1. A prospective arbitrator shall accept an appointment only if he is fully satisfied that she has the experience, ability and time to give to the arbitration, which the parties are reasonably entitled to expect.
- 1.2. Should the prospective arbitrator(s) be aware of any potential time constraints in the next 12 (twelve) months in his/her ability to discharge his duties, s/he shall, without breaching any existing confidentiality obligations, disclose details of such time constraints to the DRC Nepal in the attached Disclosure Sheet.

2. Disclosure

- 2.1. A prospective arbitrator shall be free from conflict and disclose all facts or circumstances that is likely to affect his or her impartiality or independence, or which might reasonably create an appearance of impartiality or independence. Such duty shall continue throughout the arbitral proceedings with regard to new facts and circumstances.

2.2. Disclosure shall include

- a) any past or present personal relationship including familial relationship with parties and their representatives
- b) any past or present direct business relationship with parties and their representatives in connection with the concerned project
- c) prior appointment lawyer, representative of parties and their representatives
- d) extent of prior knowledge
- e) extent of any commitments which may affect availability within the next 12 (twelve) months.

3. Bias

- 3.1. Bias is assessed on the basis of impartiality and independence. An arbitrator has to ensure that s/he is impartial and independent throughout the proceedings, and also swear an oath to that effect.

- 3.2. Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, their representatives shall normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. S/he should decline to accept an appointment in such circumstances unless the parties agree in writing that s/he may proceed.

4. Communications

- 4.1. 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.
- 4.2. Upon commencement of the arbitration proceedings, the arbitrator(s) shall avoid any unilateral communications regarding the case with any party, or its representatives, including accepting of any gifts/ favors. All communications by and between the arbitrator(s) and the parties shall be addressed through DRC Nepal in writing and/or verbal.

5. Fees

- 5.1. Upon accepting an appointment, an arbitrator agrees to the remuneration settled as per the Agreement or Arbitration Act, 2055, with DRCN, and s/he shall make no unilateral arrangements with any of the parties or their counsel for any additional fees or expenses. Provided that the arbitrator may have a separate arrangement with the parties, in which case DRCN will be charging the applicable fees for facilitation.
- 5.2. All matters relating to arbitrators' fees and expenses shall be dealt with in accordance with the Schedule of Fees, as contained in the DRC Nepal Rules.

6. Conduct

- 6.1. The arbitrator shall with propriety conduct her/himself in a professional manner during all communication, meetings and hearings.

- 6.2. Upon formation of the arbitral tribunal, the arbitrators shall in the preliminary meeting, decide upon a timeline for the arbitration proceedings as per the DRC Nepal Rules along with consultation of the parties.
- 6.3. Once the arbitration proceedings commence, the arbitrator shall acquaint her/himself with all the facts presented and arguments advanced so that s/he may properly understand the dispute.
- 6.4. The arbitrator shall not permit outside pressure, fear of criticism or any form of self-interest to affect his or her decisions. S/he arbitrator shall decide all the issues submitted for determination after careful deliberation and the exercise of his or her own impartial judgment.

7. Confidentiality

- 7.1. The arbitration proceedings shall remain confidential. The arbitrator 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.
- 7.2. This Code of Ethics is not intended to provide grounds for the setting aside of any award.

DISCLOSURE SHEET

Disclosure under Para 2.2 of the Code of Conduct

I confirm that I have/ do not have:

- a. any past or present personal relationship with parties, their representatives and/or person likely to be witness;
- b. any prior appointment as an arbitrator, lawyer, representative with parties and/ or person likely to be witness;
- c. any past or present business relationship with parties, their representatives and/ or person likely to be witness;
- d. any previous relationship with any fellow arbitrator (including serving on the same tribunal);
- e. the extent of prior knowledge is as follows:
- f. any of my existing commitments do not affect availability within the next 12 (twelve) months.

Dispute Resolution Center Nepal

Web site: www.drcn@
Email: nepaldrc@gmail.com

Office Address:
Pulchowk, 3 Lalitpur

Meeting Address:
(1) Square Hotel Pulchowk, Lalitpur
(2) Hotel Akama, Dhumbarahi, Kathmandu