

APPENDIX 1: TECHNICAL SPECIFICATION



APPENDIX 2: PRICE OFFER



APPENDIX 3: TECHNICAL OFFER



APPENDIX 4: PRELIMINARY DELIVERY SCHEDULE

Overall delivery period - twelve (12) full months from the Commencement Date:

Milestone	Description of Milestone	Delivery Period	Guaranteed Completion Date
1	Provisional Acceptance being achieved in respect of Goods, measured in length, equal to twenty five per cent (25%) of the Contracted Quantity of Goods, measured in length.	Commencement Date to the last day of the fourth (4th) full month following the Commencement Date	The last day of the fourth (4th) full month following the Commencement Date
2	Provisional Acceptance being achieved in respect of Goods (not comprised within any previous Milestone), measured in length, equal to twenty per cent (20%) of the Contracted Quantity of Goods (as at that date), measured in length.	The first to the last day of the sixth (6th) full month following the Commencement Date	The last day of the sixth (6th) full month following the Commencement Date
3	Provisional Acceptance being achieved in respect of Goods (not comprised within any previous Milestone), measured in length, equal to twenty five per cent (25%) of the Contracted Quantity of Goods (as at that date), measured in length.	The first to the last day of the eighth (8th) full month following the Commencement Date	The last day of the eighth (8th) full month following the Commencement Date
4	Provisional Acceptance being achieved in respect of Goods (not comprised within any previous Milestone), measured in length, equal to twenty per cent (20%) of the Contracted Quantity of Goods (as at that date), measured in length.	The first to the last day of the tenth (10th) full month following the Commencement Date	The last day of the tenth (10th) full month following the Commencement Date
5	Provisional Acceptance of all remaining Goods comprised within the Contracted Quantity (as at that date), not previously included within Milestones 1 to 4 above.	The first to the last day of the twelfth (12th) full month following the Commencement Date	The last day of the twelfth (12th) full month following the Commencement Date

- Fifty per cent (50%) of the pipes for the cold bending shall be delivered not later than the first Guaranteed Completion Date;
- the other fifty per cent (50%) of the pipes for the cold bending shall be delivered not later than the third Guaranteed Completion Date; and
- the emergency stocks shall be delivered during the 12th month.

In calculating any period of full months following the Commencement Date for the purposes of this Appendix 4, the calendar month in which the Commencement Date occurs shall be disregarded.

APPENDIX 5: GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT

1. Definitions

"Dispute Adjudication Agreement" is a tripartite agreement by and between:

- 1.1.1 the **"Contracting Entity"**;
- 1.1.2 the **"Supplier"**; and
- 1.1.3 the **"Adjudicator"**.

The Contracting Entity and the Supplier have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

- (a) The Dispute Adjudication Agreement shall take effect when the Contracting Entity, the Supplier and Adjudicator have respectively each signed a dispute adjudication agreement.
- (b) This employment of the Adjudicator is a personal appointment. No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the parties to it.

3. Warranties

- (a) The Adjudicator warrants and agrees that he/she is and shall be impartial and independent of the Contracting Entity and Supplier. The Adjudicator shall promptly disclose to each of them any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.
- (b) When appointing the Adjudicator, the Contracting Entity and the Supplier relied upon the Adjudicator's representations that he/she is:
 - (i) experienced in the work which the Supplier is to carry out under the Contract,
 - (ii) experienced in the interpretation of contract documentation, and
 - (iii) fluent in the language for communications defined in the Contract.

4. General Obligations of the Adjudicator

The Adjudicator shall:

- (a) have no interest financial or otherwise in the Contracting Entity or the Supplier, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Contracting Entity or the Supplier, except in such circumstances as were disclosed in writing to



the Contracting Entity and the Supplier before they signed the Dispute Adjudication Agreement;

- (c) have disclosed in writing to the Contracting Entity and the Supplier before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Contracting Entity or the Supplier, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Contracting Entity or the Supplier, except as may be agreed in writing by the Contracting Entity and the Supplier;
- (e) comply with the Procedural Rules contained in Appendix 6 (*Procedural Rules*) of the Contract and with clause 23.2 (*Adjudication*) of the Contract;
- (f) not give advice to the Contracting Entity or the Supplier concerning the conduct of the Contract, other than in accordance with the Rules for Adjudication;
- (g) not enter into discussions or make any agreement with the Contracting Entity or the Supplier regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for any site visit and hearings as are necessary; and
- (g) treat the details of the Supplier and all the his/her activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Contracting Entity and the Supplier.

5. **General Obligations of the Contracting Entity and the Supplier**

- (a) The Contracting Entity and the Supplier shall not request advice from or consultation with the Adjudicator regarding the Contract. The Contracting Entity and the Supplier shall be responsible for compliance with this provision.
- (b) The Contracting Entity and the Supplier undertake to each other and to the Adjudicator that the Adjudicator shall not, except as otherwise agreed in writing by the Contracting Entity, Supplier and the Adjudicator:
 - (i) be appointed as an arbitrator in any arbitration under the Contract;
 - (ii) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
 - (iii) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Adjudicator's functions, unless the act or omission is shown to have been in bad faith.
- (c) The Contracting Entity and the Supplier hereby jointly and severally indemnify and hold the Adjudicator harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.



6. Payment

- (a) The Adjudicator shall be paid as follows, in the currency named in the Dispute Adjudication Agreement:
 - (i) a daily fee which shall be considered as payment in full for:
 - (a) each working day spent reading submissions, attending hearings (if any), preparing decisions, or making site visits (if any); and
 - (b) each day or part of a day up to maximum of two days travel time in each direction for the journey (if any) between the Adjudicator's home and site or another location of a meeting with the Contracting Entity and the Supplier;
 - (ii) all reasonable expenses incurred in connection with the Adjudicator's duties, including the cost of secretarial services, telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence costs; a receipt shall be required for each item in excess of five percent (5%) of the daily fee referred to in paragraph 6(a)(i); and
 - (iii) any taxes properly levied in the Country on payments made to the Adjudicator (unless a national or permanent resident of the Country) under this paragraph 6.
- (b) The daily fee shall be as specified in the Dispute Adjudication Agreement.
- (c) Immediately after the Dispute Adjudication Agreement takes effect, the Adjudicator shall, before engaging in any activities under the Dispute Adjudication Agreement, submit to the Supplier, with a copy to the Contracting Entity, an invoice for (i) an advance of twenty-five percent (25%) of the estimated total amount of daily fees to which he/she will be entitled and (ii) an advance equal to the estimated total expenses that he/she shall incur in connection with his/her duties. Payment of such invoice shall be made by the Supplier upon his receipt of the invoice. The Adjudicator shall not be obliged to engage in activities under the Dispute Adjudication Agreement until he or she has been paid in full for the invoice submitted under this paragraph.
- (d) Thereafter the Adjudicator shall submit to the Supplier, with a copy to the Contracting Entity, invoices for the balance of his/her daily fees and expenses, less the amounts advanced. The Adjudicator shall not be obliged to render its decision until invoices for all of his or her daily fees and expenses for making a decision shall have been paid in full.
- (e) Unless paid earlier in accordance with the above, the Supplier shall pay each of the Adjudicator's invoices in full within twenty eight (28) calendar days after receiving each invoice and shall apply to the Contracting Entity under the Contract for reimbursement of one-half of the amounts of these invoices. The Contracting Entity shall then pay the Supplier in accordance with the Contract.
- (f) If the Supplier fails to pay to the Adjudicator the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Contracting Entity shall pay the amount due to the Adjudicator and any other amount which may be required to maintain the operation of the adjudication; and without prejudice to the Contracting Entity's rights or remedies. In addition to all other rights arising from this default, the



Contracting Entity shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in clause 24.6 of the Contract.

- (g) If the Adjudicator does not receive payment of the amount due within twenty eight (28) days after submitting a valid invoice, the Adjudicator may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice to the Contracting Entity and the Supplier. The notice shall take effect when received by them both. Any such notice shall be final and binding on the Contracting Entity, the Supplier and the Adjudicator.

7. Default of the Adjudicator

If the Adjudicator fails to comply with any obligation under paragraph 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Contracting Entity and the Supplier for any fees and expenses received by the Adjudicator, for proceedings or decisions (if any) of the adjudication which are rendered void or ineffective.

8. Default of the Adjudicator

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with these Rules of Arbitration.



Form of Adjudication Agreement

- (1) [NAME AND DETAILS OF CONTRACT]
- (2) [NAME AND ADDRESS OF CONTRACTING ENTITY]
- (3) [NAME AND DETAILS OF SUPPLIER]
- (4) [NAME AND ADDRESS OF ADJUDICATOR]

BACKGROUND:

The Contracting Entity and the Supplier have entered into the Contract and desire jointly to appoint the Adjudicator to act as adjudicator to adjudicate a dispute which has arisen in relation to []¹

The Contracting Entity, Supplier and Adjudicator jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the Contract and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [*Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any*]
3. In accordance with paragraph 6 of the General Conditions of Dispute Adjudication Dispute Agreement the Adjudicator shall be paid a daily fee of [] per day.
4. In consideration of these fees and other payments to be made by the Contracting Entity and the Supplier in accordance with clause 6 of the General Conditions of Dispute Adjudication Agreement, the Adjudicator undertakes to act as adjudicator in accordance with this Dispute Adjudication Agreement.
5. The Contracting Entity and the Supplier jointly and severally undertake to pay the Adjudicator, in consideration of the carrying out of these services, in accordance with clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of England and Wales.

¹ A brief description or name of dispute to be added.

SIGNED by for and on behalf of the Contracting Entity:

.....
Signature of *Director/Authorised Signatory/Co
Secretary

.....
Signature of Witness

.....
Full name of above (print)

.....
Full name of above (print)

.....
Date of signing

.....
Address of witness

SIGNED for and on behalf of the Supplier:

.....
Signature of *Director/Authorised Signatory/Co
Secretary

.....
Signature of Witness

.....
Full name of above (print)

.....
Full name of above (print)

.....
Date of signing

.....
Address of witness

SIGNED for and on behalf of the Adjudicator:

.....
Signature of *Director/Authorised Signatory/Co
Secretary

.....
Signature of Witness

.....
Full name of above (print)

.....
Full name of above (print)

.....
Date of signing

.....
Address of witness



APPENDIX 6: PROCEDURAL RULES

General

Any reference in the Contract to the Rules for Adjudication shall be deemed to be a reference to these Rules.

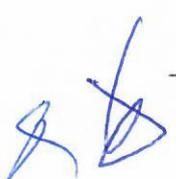
Definitions in the Contract shall apply in these Rules.

Notice of Intention to seek Adjudication

1. (1) Either Party to the Contract (the "**referring party**") may give written notice (the "**notice of adjudication**") of his intention to refer any dispute arising under the Contract to adjudication.
 - (2) The notice of adjudication shall be given to every other Party to the Contract and shall be written in English.
 - (3) The notice of adjudication shall set out briefly:—
 - (a) the nature and a brief description of the dispute and of the parties involved,
 - (b) details of where and when the dispute has arisen,
 - (c) the nature of the redress which is sought, and
 - (d) the names and addresses of the Parties to the Contract (including, where appropriate, the addresses which the Parties have specified for the giving of notices).
2. (1) Following the giving of a notice of adjudication, the parties shall seek to agree the identity of the adjudicator. If the identity of an adjudicator has not been agreed within 14 days following the notice of adjudication, then the referring party may apply, with a copy of the application to the other party, to any appointing authority named in the Contract or, if none, to the President of FIDIC or his nominee, to appoint an adjudicator, and such appointment shall be final and conclusive.
 - (2) A person requested to act as adjudicator in accordance with the provisions of paragraph (1) shall indicate whether or not he is willing to act within two days of receiving the request.
 - (3) In this paragraph, and in paragraphs 5 and 6 below, an "adjudicator nominating body" shall mean the body (not being a natural person and not being a party to the dispute) which is the appointing authority named in the Contract or, if none, the President of FIDIC or his nominee.
3. The request referred to in paragraphs 2, 5 and 6 shall be accompanied by a copy of the notice of adjudication.
4. Any person requested or selected to act as adjudicator in accordance with paragraphs 2, 5 or shall be a natural person acting in his personal capacity. A person requested or selected to act as an adjudicator shall not be an employee of any of the parties to the dispute and shall declare any interest, financial or otherwise, in any matter relating to the dispute.
5. (1) The adjudicator nominating body referred to in paragraphs 2(1) and 6(1), 5(2)(b) and 6(1)(c) must communicate the selection of an adjudicator to the referring party within five days of receiving a request to do so.



- (2) Where the nominating body or the adjudicator nominating body fails to comply with paragraph (1), the referring party may—
 - (a) agree with the other party to the dispute to request a specified person to act as adjudicator, or
 - (b) request any other adjudicator nominating body (a body which holds itself out publicly as a body which will select an adjudicator on an international FIDIC project when requested to do so by a referring party) to select a person to act as adjudicator.
- (3) The person requested to act as adjudicator in accordance with the provisions of paragraphs (1) or (2) shall indicate whether or not he is willing to act within two days of receiving the request.
6. (1) Where an adjudicator indicates to the parties that he is unable or unwilling to act, or where he fails to respond in accordance with paragraph 2(2), the referring party may—
 - (a) request another person (if any) specified in the Contract to act as adjudicator, or
 - (b) request the nominating body (if any) referred to in the Contract to select a person to act as adjudicator, or
 - (c) request any other adjudicator nominating body to select a person to act as adjudicator.
- (2) The person requested to act in accordance with the provisions of paragraph (1) shall indicate whether or not he is willing to act within two days of receiving the request.
7. (1) Where an adjudicator has been selected in accordance with paragraphs 2, 5 or 6, the referring party shall, not later than twenty one days from the date of the notice of adjudication, refer the dispute in writing (the "**referral notice**") to the adjudicator.
 - (2) A referral notice shall be accompanied by copies of, or relevant extracts from, the line pipe supply contract and such other documents as the referring party intends to rely upon.
 - (3) The referring party shall, at the same time as he sends to the adjudicator the documents referred to in paragraphs (1) and (2), send copies of those documents to every other party to the dispute.
8. (1) The adjudicator may, with the consent of all the parties to those disputes, adjudicate at the same time on more than one dispute under the Contract.
 - (2) The adjudicator may, with the consent of all the parties to those disputes, adjudicate at the same time on related disputes under different contracts, whether or not one or more of those parties is a party to those disputes.
 - (3) All the parties in paragraphs (1) and (2) respectively may agree to extend the period within which the adjudicator may reach a decision in relation to all or any of these disputes.
 - (4) Where an adjudicator ceases to act because a dispute is to be adjudicated on by another person in terms of this paragraph, that adjudicator's fees and expenses shall be determined in accordance with paragraph 27.
9. (1) An adjudicator may resign at any time on giving notice in writing to the parties to the dispute.



- (2) An adjudicator must resign where the dispute is the same or substantially the same as one which has previously been referred to adjudication, and a decision has been taken in that adjudication.
 - (3) Where an adjudicator ceases to act under paragraph 9(1) -
 - (a) the referring party may serve a fresh notice under paragraph 1 and shall request an adjudicator to act in accordance with paragraphs 2 to 7; and
 - (b) if requested by the new adjudicator and insofar as it is reasonably practicable, the parties shall supply him with copies of all documents which they had made available to the previous adjudicator.
 - (4) Where an adjudicator resigns in the circumstances referred to in paragraph (2), or where a dispute varies significantly from the dispute referred to him in the referral notice and for that reason he is not competent to decide it, the adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses reasonably incurred by him. The parties shall be jointly and severally liable for any sum which remains outstanding following the making of any determination on how the payment shall be apportioned.
10. Where any party to the dispute objects to the appointment of a particular person as adjudicator, that objection shall not invalidate the adjudicator's appointment nor any decision he may reach in accordance with paragraph 20.
11. (1) The parties to a dispute may at any time agree to revoke the appointment of the adjudicator. The adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses incurred by him. The parties shall be jointly and severally liable for any sum which remains outstanding following the making of any determination on how the payment shall be apportioned.
- (2) Where the revocation of the appointment of the adjudicator is due to the default or misconduct of the adjudicator, the parties shall not be liable to pay the adjudicator's fees and expenses.

Powers of the adjudicator

12. The adjudicator shall:—
- (a) act impartially in carrying out his duties and shall do so in accordance with any relevant terms of the contract and shall reach his decision in accordance with the applicable law in relation to the contract;
 - (b) avoid incurring unnecessary expense;
 - (c) immediately disclose in writing to the parties anything of which he becomes aware which could affect his impartiality or independence; and
 - (d) conduct the adjudication proceedings in English or such other language as may be agreed between the parties and the adjudicator (including any hearings) and all communications between the adjudicator and the parties shall be in that language. All such communications shall be copied to the other party.
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13. The adjudicator may take the initiative in ascertaining the facts and the law necessary to determine the dispute, and shall decide on the procedure to be followed in the adjudication. In particular he may—
- (a) request any party to the Contract to supply him with such documents as he may reasonably require including, if he so directs, any written statement from any party to the Contract supporting or supplementing the referral notice and any other documents given under paragraph 7(2);
 - (b) decide upon the adjudicator's own jurisdiction, and as to the scope of any dispute referred to him;
 - (c) decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing. The adjudicator may request that written statements from the parties be presented to him prior to, at or after the hearing;
 - (d) subject to obtaining any necessary consent from a third party or parties, make such site visits and inspections as he considers appropriate, whether accompanied by the parties or not;
 - (e) subject to obtaining any necessary consent from a third party or parties, carry out any tests or experiments;
 - (f) obtain and consider such representations and submissions as he requires, and, provided he has notified the parties of his intention, appoint experts, assessors or legal advisers;
 - (g) give directions as to the timetable for the adjudication, any deadlines, or limits as to the length of written documents or oral representations to be complied with;
 - (h) issue other directions relating to the conduct of the adjudication; and
 - (i) refuse admission to hearings to any persons other than the Contracting Entity, the Supplier and their respective representatives, and to proceed in the absence of any party who the adjudicator is satisfied received notice of the hearing.
14. The parties shall comply with any request or direction of the adjudicator in relation to the adjudication.
15. If, without showing sufficient cause, a party fails to comply with any request, direction or timetable of the adjudicator made in accordance with his powers, fails to produce any document or written statement requested by the adjudicator, or in any other way fails to comply with a requirement under these provisions relating to the adjudication, the adjudicator may—
- (a) continue the adjudication in the absence of that party or of the document or written statement requested,
 - (b) draw such inferences from that failure to comply as circumstances may, in the adjudicator's opinion, be justified, and
 - (c) make a decision on the basis of the information before him attaching such weight as he thinks fit to any evidence submitted to him outside any period he may have requested or directed.
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The adjudicator shall not give advice to the parties or their representatives concerning the supply of the Goods other than in accordance with these Rules.

16. (1) Subject to any agreement between the parties to the contrary, and to the terms of paragraph (2) below, any party to the dispute may be assisted by, or represented by, such advisers or representatives (whether legally qualified or not) as he considers appropriate.
- (2) Where the adjudicator is considering oral evidence or representations, a party to the dispute may not be represented by more than one person, unless the adjudicator gives directions to the contrary.
17. The adjudicator shall consider any relevant information submitted to him by any of the parties to the dispute and shall make available to them any information to be taken into account in reaching his decision.
18. The adjudicator and any party to the dispute shall not disclose to any other person any information or document provided to him in connection with the adjudication which the party supplying it has indicated is to be treated as confidential, except to the extent that it is necessary for the purposes of, or in connection with, the adjudication.
19. (1) The adjudicator shall reach his decision not later than—
 - (a) sixty three (63) days after the date of the referral notice mentioned in paragraph 7(1), or
 - (b) seventy seven (77) days after the date of the referral notice if the referring party so consents, or
 - (c) such period exceeding sixty three (63) days after the referral notice as the parties to the dispute may, after the giving of that notice, agree.
- (2) Where the adjudicator fails, for any reason, to reach his decision in accordance with paragraph (1)
 - (a) any of the parties to the dispute may serve a fresh notice under paragraph 1 and shall request an adjudicator to act in accordance with paragraphs 2 to 7; and
 - (b) if requested by the new adjudicator and insofar as it is reasonably practicable, the parties shall supply him with copies of all documents which they had made available to the previous adjudicator.
- (3) As soon as possible after he has reached a decision, the adjudicator shall deliver a copy of that decision to each of the parties to the contract.

Adjudicator's decision

20. The adjudicator shall decide the matters in dispute. He may take into account any other matters which the parties to the dispute agree should be within the scope of the adjudication or which are matters under the contract which he considers are necessarily connected with the dispute. In particular, he may—
 - (a) open up, revise and review any decision taken or any certificate given by any person referred to in the contract unless the contract states that the decision or certificate is final and conclusive,
 - (b) decide that any of the parties to the dispute is liable to make a payment under the contract (in the currency of the Contract) and when that payment is due and the final date for payment,



- (c) having regard to any term of the Contract relating to the payment of interest decide the circumstances in which, and the rates at which, and the periods for which simple or compound rates of interest shall be paid.
21. In the absence of any directions by the adjudicator relating to the time for performance of his decision, the parties shall be required to comply with any decision of the adjudicator immediately on delivery of the decision to the parties in accordance with this paragraph.
22. The adjudicator shall provide reasons for his decision. The adjudicator shall not be called as a witness by the parties to give evidence concerning any dispute in connection with, or arising out of, the Contract.

Effects of the decision

23. (1) In his decision, the adjudicator may, if he thinks fit, order any of the parties to comply peremptorily with his decision or any part of it.
- (2) The decision of the adjudicator shall be binding on the parties, and they shall comply with it until the dispute is finally determined by international arbitration (in accordance with the terms of the Contract) or by agreement between the parties.
24. The adjudicator shall treat the details of the Contract and all activities and hearings of the adjudicator as confidential and shall not disclose the same without the prior written consent of the parties. The adjudicator shall not, without the consent of the parties, assign or delegate any of his work under these Rules or engage legal or technical assistance.
25. The adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and any employee or agent of the adjudicator shall be similarly protected from liability.
26. If the adjudicator shall knowingly breach any of the provisions of Rule 12(a) or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the adjudicator are rendered void or ineffective.

Payment

27. The adjudicator shall be paid the fees and expenses set out in the adjudicator's agreement.