सत्यमेव जयते

Ministry of Railways
Northern Railway

Compendium of Circulars

On Arbitration Matters

2024

Compendium of Circulars on Arbitration matters till January' 2024

Ministry of Railways
Northern Railway

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आज़ादी का अमृत महोत्सव

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No.2020/CE-I/EDCE(G)/Misc./8E/E-application **New Delhi, Dated 05.01.2024**

General Manager,
All Zonal Railways.

Sub: Pending cases of "Vivad Se Vishwas II (Contractual Disputes)" of Engineering Department of various Railways on IREPS

Ref: Board's letter No. 2023/RS(G)/779/5(E-3424366) dated 01.01.2024 (copy enclosed)

Government has decided to implement a onetime settlement scheme called **"Vivad Se Vishwas II (Contractual Disputes)"** to effectively settle pending disputes vide DoE OM F.1/7/2022-PPD dated 29.05.2023 and the same has been circulated vide Board's letter No. 2023/RS(G)/779/5 dated 16.06.2023. This scheme is primarily made to clear the backlog of old litigation cases.

2. Department of Expenditure, Ministry of Finance vide their OM No. F.1/7/2022-PPD dated 29.12.2023 has decided that the claims under the **Vivad Se Vishwas II (Contractual Disputes)** scheme can now be submitted till 31.03.2024.

3. During the monitoring, it has come to notice that a large number of cases pertaining to Engineering Department of various Railways are shown pending on IREPS portal. A list of pending cases appears on IREPS portal as on 29.12.2023 is enclosed as ANNEXURE.

4. Zonal Railways are requested to direct the concerned officers to accord high priority to the matter and dispose of the pending as well as the fresh claims cases within the stipulated time limits i.e. up to 31.03.2024.

5. Action taken/status report in this regard may be sent to this office for perusal of Board.

DA: As above

5.1.24
(अजीत कुमार झा)

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ANNEXURE

#	Claim Id	Claim Date	Org	Zone	Department	Unit	Firm Name	Claim Type	PO/Contract No & Date	Claim Amount (Rs.)	Claim Status
1	27674	08/01/2023	NR	Central Railway	Engineering	CAO-C (NR)-ENGINEERING	CHAITANYA CONSTRUCTIONS-NAVI MUMBAI (35180)	Arbitral Award Passed	CI/TT/NR/23(16/07)/1998	2338207.60/Pay To Contractor	Pending with Buyer Org.
2	27830	20/10/2023	CR	Central Railway	Engineering	CAO-C (CR)-ENGINEERING	CHAITANYA CONSTRUCTIONS-NAVI MUMBAI (35180)	Arbitral Award Passed	CI/TT/NR/23(16/07)/1998	5197512/-/Pay To Contractor	Pending with Buyer Org.
3	27197	04/07/2023	SR	Central Railway	Engineering	PUNE DIVISION-ENGG.	GODAVARI INDUSTRIAL TRADERS-SOLAPUR (48915)	Arbitral Award Passed	PA/South/4308/25/08/2015)	2608127.00/Pay To Contractor	Pending with Buyer Org.
4	28079	14/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	04(JS/09/2021)	58491.60/Pay To Contractor	Pending with Buyer Org.
5	28079	14/12/2023	NR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	04(JS/09/2021)	58491.60/Pay To Contractor	Pending with Buyer Org.
6	28030	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	09(01/03/2021)	646230.15/Pay To Contractor	Pending with Buyer Org.
7	28031	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	07(09/03/2021)	613675.65/Pay To Contractor	Pending with Buyer Org.
8	28032	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	05(15/09/2021)	36349.55/Pay To Contractor	Pending with Buyer Org.
9	28033	11/12/2023	NR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL/PAC-9/19-C 1.00004/90006/10/2021)	372465.60/Pay To Contractor	Pending with Buyer Org.
10	28034	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL/PAC-9/19-C 1.00045/90006/10/2021)	372465.60/Pay To Contractor	Pending with Buyer Org.
11	28035	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL/PAC-9/19-C 1.00045/34/03/2020)	36137.40/Pay To Contractor	Pending with Buyer Org.
12	28036	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL-15-2020-1000/e/60043/71(14/05/2021)	8953.15/Pay To Contractor	Pending with Buyer Org.
13	28037	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL/PAC-9/19-C 1.00045/34/03/2020)	36155.50/Pay To Contractor	Pending with Buyer Org.
14	28038	11/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL-10-2020-901/60043/90/11/2020)	13745.00/Pay To Contractor	Pending with Buyer Org.
15	28043	12/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL/PAC-9/19-C 1.00045/NR/09/2020)	36931.75/Pay To Contractor	Pending with Buyer Org.
16	28044	12/12/2023	NR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	CRTM/BSL/PAC-9/19-C 1.00003/90006/10/2021)	372465.75/Pay To Contractor	Pending with Buyer Org.
17	28045	12/12/2023	CR	Central Railway	Engineering	TM-BSL-ENGINEERING	ANAND TRADERS-DELHI (90279)	Arbitral Award Passed	M of 2012-13 (Open)/Pier/M/09/2013)	6649086.40/Pay To Contractor	Pending with Buyer Org.
18	27987	02/12/2023	ER	East Central Railway	Engineering	CAO-C-HQ-ENGINEERING	NBC & JE (NR)-Patna (18012233)	Arbitral Award Passed	_AO/CON/37/04-05/13/10/2005)	51351567.20/Pay To Contractor	Pending with Buyer Org.
19	28050	15/12/2023	NR	East Central Railway	Engineering	CAO-C-HQ-ENGINEERING	VINETA PROJECTS AND INFRASTRUCTURES LIMITED-BIHAR	Arbitral Award Passed	_AO/CON/37/04-05/13/10/2005)	51351567.20/Pay To Contractor	Pending with Buyer Org.
20	27988	30/11/2023	ER	East Central Railway	Engineering	CAO-C-SOUTH-HQ-ENGINEERING	CENTER INDIA ENGINEERS PRIVATE LIMITED-DHANBAD (9	Arbitral Award Passed	CE/CON/NH/15/280 Pt-III/21/05/1991)	4915348.50/Pay To Contractor	Pending with Buyer Org.
21	27989	30/11/2023	ER	East Central Railway	Engineering	CAO-C-SOUTH-HQ-ENGINEERING	S K B TRANSPORT PRIVATE LIMITED-RANCHI (57345)	Arbitral Award Passed	CE/Con/NH/15/233/38/09/1998)	15381003.50/Pay To Contractor	Pending with Buyer Org.
22	27990	30/11/2023	ER	East Central Railway	Engineering	CAO-C-SOUTH-HQ-ENGINEERING	S K B TRANSPORT PRIVATE LIMITED-RANCHI (57345)	Arbitral Award Passed	ECR/CAO/Con/442/1/35/19/06/2005)	13810685.75/Pay To Contractor	Pending with Buyer Org.
23	27991	30/11/2023	ER	East Central Railway	Engineering	CAO-C-SOUTH-HQ-ENGINEERING	SANJEET CONSTRUCTION-CHANDAULI (90633)	Arbitral Award Passed	09906130070844 dated24/06/2020 24/06/2020)	1412350.00/Pay To Contractor	Pending with Buyer Org.
24	27985	30/11/2023	ER	East Central Railway	Engineering	DDU DIVISION-ENGINEERING	SANJEET CONSTRUCTION-CHANDAULI (90633)	Arbitral Award Passed	09906130070848(JE/SSE/2020)	147225.00/Pay To Contractor	Pending with Buyer Org.
25	27986	30/11/2023	ER	East Central Railway	Engineering	DDU DIVISION-ENGINEERING	SANJEET CONSTRUCTION-CHANDAULI (90633)	Arbitral Award Passed	02/ECR/JE/09/NH/DDU/2017)	2961988.44/Pay To Contractor	Pending with Buyer Org.
26	24640	21/07/2023	ER	East Central Railway	Engineering	ECR HQ-ENGINEERING	PACHERIA CASTINGS PVT. LTD.-HOWRAH (46329)	Arbitral Award Passed	W-PA/02/16/6/99/SP/1077(3)/08/2017)	5013434.57/Pay To Contractor	Pending with Buyer Org.
27	24595	20/07/2023	ER	East Central Railway	Engineering	ECR HQ-ENGINEERING	PACHERIA CASTINGS PVT. LTD.-HOWRAH (46329)	Arbitral Award Passed	02/16/6/99/2009/SP/08/08/2017)	582288.00/Pay To Contractor	Pending with Buyer Org.
28	24583	19/07/2023	ER	East Central Railway	Engineering	ECR HQ-ENGINEERING	PACHERIA CASTINGS PVT. LTD.-HOWRAH (46329)	Arbitral Award Passed	agreement no 127 of 2016/19/09/2016)	1484671.37/Pay To Contractor	Pending with Buyer Org.
29	27967	29/10/2023	ER	East Coast Railway	Engineering	KHURDA ROAD DIVISION-ENGINEERING	S SEETHARAM RATHNAM NAMADEO (1113364)	Arbitral Award Passed	31/SBP/BT/Darpan/Amb/PPP/CC(13/12)/1998)	24516402.70/Pay To Contractor	Pending with Buyer Org.
30	27538	07/09/2023	ER	East Coast Railway	Engineering	SAMBALPUR DIVN-CIVIL	TARAPADA PRADHAN AND CO.-KAMLANAGARA (1053082)	Arbitral Award Passed	71/CE/CON/NH&B/VSKP/LCon (27/05/2016)	41748068.85/Pay To Contractor	Pending with Buyer Org.
31	27539	07/09/2023	ER	East Coast Railway	Engineering	WALTAIR DIVISION-ENGINEERING	MANJUNA PROJECTS PRIVATE LIMITED-HYDERABAD (91	Arbitral Award Passed	DCE/C/PRED/12 of 13-14(17/05/2013)	3262134.20/Pay To Contractor	Pending with Buyer Org.
32	27990	26/10/2023	ER	Eastern Railway	Engineering	DYCE-C-HWH-ENGINEERING	NATIONAL CONSTRUCTION AND TRADING COMPANY-H	Arbitral Award Passed	08-2007-08(26/09/2007)	5085537.47/Pay To Prec. Entity)	Pending with Buyer Org.
33	27995	13/08/2023	ER	Eastern Railway	Engineering	DYCE-C-B-KUR-ENGINEERING	RAM SUDHIST SINGH AND SONS-BEGUSARAI (134905)	Arbitral Award Passed	08-2007-08(26/09/2007)	5243162.34/Pay To Contractor	Pending with Buyer Org.
34	27549	07/09/2023	ER	Eastern Railway	Engineering	DYCE-C-B-KUR-ENGINEERING	RAM SUDHIST SINGH AND SONS-BEGUSARAI (134905)	Arbitral Award Passed	08-2007-08(26/09/2007)	5243162.34/Pay To Contractor	Pending with Buyer Org.
35	27554	07/09/2023	ER	Eastern Railway	Engineering	DYCE-C-B-KUR-ENGINEERING	DINESH BHRAPRDUCTS PRIVATE LIMITED-PURULIA (38	Arbitral Award Passed	DCE/C/PRED/12 of 2013-14(17/05/2013)	3994366.40/Pay To Contractor	Pending with Buyer Org.
36	27329	04/08/2023	NE	Eastern Railway	Engineering	ER-CAO-C-NG-ENGG	BSB2 CONSTRUCTIONS PRIVATE LIMITED-HAZIPASAR	Arbitral Award Passed	CE/CON/B-82-2014-15/01/09/2014)	9513786.00/Pay To Contractor	Pending with Buyer Org.
37	27345	05/08/2023	ER	Eastern Railway	Engineering	ER-CAO-C-HQ-ENGG	O P CHOPRA-AGRA (38707)	Arbitral Award Passed	dyce/gwy/sdh/c 779/2009/03/2014)	1850871.20/Pay To Contractor	Pending with Buyer Org.
38	27804	26/10/2023	NR	North Central Railway	Engineering	DYCE-C-GWL-ENGINEERING	O P CHOPRA-AGRA (38707)	Court e... ard Passed	NO. 34-W/3/1/100/TDL-JHS/WAL/2001/1997)	1753052.50/Pay To Contractor	Pending with Buyer Org.
39	27696	06/10/2023	NR	North Central Railway	Engineering	DYCE-C-AGC-ENGINEERING	S P ASSOCIATE-MATHURA (90179)	Court Award Passed	NO. 34-W/3/1/100/TDL-JHS/WAL/2001/1997)	1753052.50/Pay To Contractor	Pending with Buyer Org.
40	27834	11/10/2023	NR	North Central Railway	Engineering	DYCE-C-B-AGC-ENGINEERING	S P ASSOCIATE-MATHURA (90179)	Court Award Passed	09/2014/SE/HQ/20/09/2014)	21293.25/Pay To Contractor	Pending with Buyer Org.
41	27992	24/11/2023	CR	North Central Railway	Engineering	JHS HQ-ENGINEERING	AGRAWAL SPARES CORPORATION-MUMBAI (5486)	Court Award Passed	16-W/03/43/SSE/2006/09/1996)	1466.96/Pay To Contractor	Claim Rejected
42	24941	21/07/2023	NR	North Central Railway	Engineering	PRAYAGRAJ DIVISION-ENGG.	RAILTECH INFRAVENTURE PVT LTD-LUCKNOW (18251)	Arbitral Award Passed	CE/146/7/93/2007)	6718881.15/Pay To Contractor	Pending with Buyer Org.
43	26802	27/11/2023	NE	North East Frontier Rai	Engineering	NFR HQ-ENGG	ARJUN GAS-KOLKATA (109963)	Arbitral Award Passed	CAO/CON/GSP/9908277/1/2020)	4584571.47/Pay To Contractor	Pending with Buyer Org.
44	27533	05/09/2023	NE	North Eastern Railway	Engineering	CAO-C-MER-ENGG	BARMAN CONSTRUCTION PRIVATE LIMITED-GOPALGAN	Arbitral Award Passed	CAO/CON/GSP/9908277/1/2020)	1467613.60/Pay To Contractor	Pending with Buyer Org.
45	23436	29/09/2023	NE	North Eastern Railway	Engineering	CAO-C-MER-ENGG	BARMAN CONSTRUCTION PRIVATE LIMITED-GOPALGAN	Court Award Passed	1/BW/WA/PGB/MISC/07/03/2012)	164709.60/Pay To Contractor	Claim Rejected
46	27417	30/08/2023	NR	North Western Railway	Engineering	BIKANER DIVISION-ENGINEERING	DILBAG SINGH CONTRACTOR-HISAR (57160)	Court Award Passed	1/BW/WA/PGB/MISC/07/03/2012)	16731.18.11/Pay To Contractor	Pending with Buyer Org.
47	26312	27/11/2023	NR	North Western Railway	Engineering	BIKANER DIVISION-ENGINEERING	DILBAG SINGH CONTRACTOR-HISAR (57160)	Court Award Passed	1/BW/WA/PGB/MISC/07/03/2012)	13001795.10/Pay To Contractor	Pending with Buyer Org.
48	27769	14/10/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	NWR/SBC/CA/199/27/09/2008)	2945241.50/Pay To Contractor	Pending with Buyer Org.
49	27770	14/10/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	NWR/SBC/CA/100/27/09/2008)	1737983.25/Pay To Contractor	Pending with Buyer Org.
50	27752	14/10/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	NWR/SBC/CA/199/27/09/2008)	2629169.20/Pay To Contractor	Pending with Buyer Org.
51	28071	15/12/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	NWR/SBC/CA/100/23/09/2008)	1270999.2.00/Pay To Contractor	Pending with Buyer Org.
52	28028	15/12/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	DO-IP/Dausbhg/145/09/09/2007)	2681320.20/Pay To Contractor	Pending with Buyer Org.
53	28561	23/12/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	DO-IP/Dausbhg/1284/08/03/2008)	2681320.20/Pay To Contractor	Pending with Buyer Org.
54	28564	23/12/2023	NR	North Western Railway	Engineering	DY.CE/C/HVSP-ENGINEERING	B.M.CONSTRUCTION CO.-GHAZIABAD (63998)	Arbitral Award Passed	NWR/SBC/CA/1300/21/1/2013)	56862062.70/Pay To Contractor	Pending with Buyer Org.
55	27458	30/10/2023	SR	North Western Railway	Engineering	WWR HQ-ENGINEERING	AMEEL ESUCON (I)-HYDERABAD (109520)	Arbitral Award Passed	NWR/SBC/CA/1300/21/1/2013)	56862062.70/Pay To Contractor	Pending with Buyer Org.
56	27458	30/10/2023	SR	North Western Railway	Engineering	WWR HQ-ENGINEERING	BHAGHEERATHA ENGINEERING LTD-ERNAKULAM (10945	Arbitral Award Passed	34-W/B/148/WWR/PL-II(18/1/2017)	56392918.35/Pay To Contractor	Pending with Buyer Org.
57	27727	08/10/2023	NR	Northern Railway	Engineering	DYCE-C-JAT-KURAL-ENGINEERING	BHAGHEERATHA ENGINEERING LTD-ERNAKULAM (10945	Arbitral Award Passed	34-W/B/148/WWR/PL-II(18/1/2017)	56392918.35/Pay To Contractor	Pending with Buyer Org.
58	27730	08/10/2023	NR	Northern Railway	Engineering	DYCE-C-TCD-ENGINEERING	HARISH CHANDRA ARORA LIMITED-DELHI (80734)	Arbitral Award Passed	309-AC/WC/98(09/13/2009)	1804222.33/Pay To Contractor	Pending with Buyer Org.
59	27753	09/10/2023	NR	Northern Railway	Engineering	FEROZPUR DIVISION-ENGINEERING	RAILTECH INFRAVENTURE PVT LTD-LUCKNOW (18251)	Arbitral Award Passed	309-AC/WC/98(09/13/2009)	5344456.20/Pay To Contractor	Pending with Buyer Org.
60	27753	09/10/2023	NR	Northern Railway	Engineering	LUCKNOW-NR-DIVISION-ENGINEERING	JAIN TRADERS-DELHI (136739)	Court Award Passed	4779(01/21/05/2019)	134300.00/Pay To Prop. Entity)	Pending with Buyer Org.
61	28046	12/12/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	ASHI LIMITED-BOMBAY (34010)	Arbitral Award Passed	182-S/TRD/TSO/PRT(08/09/2001)	35092.85/Pay To Prop. Entity)	Pending with Buyer Org.
62	27195	04/08/2023	CR	Northern Railway	Engineering	NR HQ-ENGG.	ASHI LIMITED-BOMBAY (34010)	Court Award Passed	182-S/TRD/TSO/PRT(01/10/CON/2002)	35613043.45/Pay To Contractor	Pending with Buyer Org.
63	27194	04/08/2023	CR	Northern Railway	Engineering	NR HQ-ENGG.	ASHI LIMITED-BOMBAY (34010)	Arbitral Award Passed	182-S/TRD/TSO/PRT(01/10/CON/2002)	3110529.10/Pay To Contractor	Pending with Buyer Org.
64	27196	04/08/2023	CR	Northern Railway	Engineering	NR HQ-ENGG.	VISHAL MAHAMO PVT. LTD.-NAGPUR (151226)	Court Award Passed	182-S/1(08)/TS/CANDR(08)/CS-165/15/12/2015)	3224457.85/Pay To Contractor	Pending with Buyer Org.
65	27197	04/08/2023	CR	Northern Railway	Engineering	NR HQ-ENGG.	DEWAN AND CO-SONIPAT (130994)	Court Award Passed	182-S/1(08)/TS/BUR(08)/CS-165/08/09/2009)	1116808.65/Pay To Contractor	Pending with Buyer Org.
66	27200	13/08/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	DEWAN AND CO-SONIPAT (130994)	Arbitral Award Passed	50-05-01/15-01-50/62-167(7)/07/2007)	450000.00/Pay To Prop. Entity)	Pending with Buyer Org.
67	27201	13/08/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	DEWAN AND CO-SONIPAT (130994)	Arbitral Award Passed	50-05-01/15-01-50/62-167(7)/07/2007)	450000.00/Pay To Prop. Entity)	Pending with Buyer Org.
68	27495	13/08/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	SUPER STEELS-MOHALI (13191)	Arbitral Award Passed	161-2464-2018-20-NR(09/09/2019)	1499907.20/Pay To Contractor	Pending with Buyer Org.
69	27446	08/08/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	HIGH TECH INDUSTRIES-MOHALI (13258)	Court Award Passed	50-15-2263-1-50057-98(19/12/2011)	1499907.20/Pay To Contractor	Pending with Buyer Org.
70	27437	24/08/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	JAY PRESTIGE(I)-PRODUCTS LIMITED-KOSI KALAN (183	Arbitral Award Passed	182-S/1(08)/TS/KOSI KALAN/CS-58/28/05/2019)	50849.00/Pay To Prop. Entity)	Pending with Buyer Org.
71	27548	05/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	JAY PRESTIGE(I)-PRODUCTS LIMITED-KOSI KALAN (183	Arbitral Award Passed	182-S/1(01)/TS/JPP/CS-163/28/02/2019)	45436.75/Pay To Contractor	Pending with Buyer Org.
72	27553	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	JAY PRESTIGE(I)-PRODUCTS LIMITED-KOSI KALAN (183	Arbitral Award Passed	182-S/1(01)/TS/JPP/CS-163/28/02/2019)	77140.00/Pay To Contractor	Pending with Buyer Org.
73	27554	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	JAY PRESTIGE(I)-PRODUCTS LIMITED-KOSI KALAN (183	Arbitral Award Passed	182-S/1(01)/TS/JPP/CS-163/28/02/2019)	16857.45/Pay To Contractor	Pending with Buyer Org.
74	27555	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	JAY PRESTIGE(I)-PRODUCTS LIMITED-KOSI KALAN (183	Arbitral Award Passed	182-S/1(01)/TS/JPP/CS-163/28/02/2019)	488145.30/Pay To Contractor	Pending with Buyer Org.
75	27556	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	VEE JAY PRESTIGE(I)-PRODUCTS LIMITED-KOSI KALAN (183	Arbitral Award Passed	182-S/1(01)/TS/Vee Kay/CS-167(12)/01/2018)	4166685.30/Pay To Contractor	Pending with Buyer Org.
76	27557	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	VEE JAY PRESTIGE(I) PRIVATE LIMITED-KOLKATA (137	Arbitral Award Passed	182-S/2014/TS/Vee Kay/CS-163(1)/01/2018)	7986480.95/Pay To Contractor	Pending with Buyer Org.
77	27558	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	VEE JAY PRESTIGE(I) PRIVATE LIMITED-KOLKATA (137	Arbitral Award Passed	182-S/2014/TS/Vee Kay/CS-163(1)/01/2018)	1661982.95/Pay To Contractor	Pending with Buyer Org.
78	27559	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	VEE JAY PRESTIGE(I) PRIVATE LIMITED-KOLKATA (137	Arbitral Award Passed	182-S/2014/TS/Vee Kay/CS-163(1)/01/2018)	1661982.95/Pay To Contractor	Pending with Buyer Org.
79	27560	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	VEE JAY PRESTIGE(I) PRIVATE LIMITED-KOLKATA (137	Arbitral Award Passed	182-S/2014/TS/Vee Kay/CS-163(1)/01/2018)	1661982.95/Pay To Contractor	Pending with Buyer Org.
80	27561	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	VEE JAY PRESTIGE(I) PRIVATE LIMITED-KOLKATA (137	Arbitral Award Passed	182-S/2014/TS/Vee Kay/CS-163(1)/01/2018)	1661982.95/Pay To Contractor	Pending with Buyer Org.
81	27562	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	SUPER STEELS-MOHALI (13191)	Arbitral Award Passed	161-2464-2018-20-NR(09/09/2019)	4166685.30/Pay To Prop. Entity)	Pending with Buyer Org.
82	27563	07/09/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	SUPER STEELS-MOHALI (13191)	Arbitral Award Passed	161-2464-2018-20-NR(09/09/2019)	4166685.30/Pay To Prop. Entity)	Pending with Buyer Org.
83	26102	19/10/2023	NR	Northern Railway	Engineering	NR HQ-ENGG.	ANAND TRADERS OF DELHI (90279)	Arbitral Award Passed	90/WW/19-9-94/PSI/10/02/2010)	2470.00/Pay To Contractor	Pending with Buyer Org.
84	27941	18/11/2023	NR	Northern Railway	Engineering	TMC-ERE-ABEN-ENGINEERING	ANAND TRADERS OF DELHI (90279)	Arbitral Award Passed	90/WW/19-9-94/PSI/10/02/2010)	2470.00/Pay To Contractor	Pending with Buyer Org.

75	27971	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	9819510368-9-94045-13/12/2019	47035.10	Pay To Contractor	Pending with Buyer Org
76	27972	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	9870109-9-94331-20/10/2020	28464.72	Pay To Contractor	Pending with Buyer Org
77	27975	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	9810510020-9-94046-16/07/2021	35.76	Pay To Contractor	Pending with Buyer Org
78	27974	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	9821110019-9-94009-30/09/2021	18679.20	Pay To Contractor	Pending with Buyer Org
79	27976	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	9821110078-9-94004-01/06/2021	4870.40	Pay To Contractor	Pending with Buyer Org
80	27977	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	9821110159-9-94031-08/08/2021	5738.20	Pay To Contractor	Pending with Buyer Org
81	27978	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	T-W/Dy CE/TMC/A/ANAND/9/2019-20/21/13/23199	2657.46	Pay To Contractor	Pending with Buyer Org
82	27979	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	T-W/TMC/Dy CE/L/193-2020-21/06/01/20211	50642.15	Pay To Contractor	Pending with Buyer Org
83	27980	28/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	T-W/TMC/Dy CE/L/193-2020-21/23/01/20211	1215.78	Pay To Contractor	Pending with Buyer Org
84	27981	29/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS DELHI (9029)	Arbitral Award Passed	TW/TMC/Dy CE/L/197-2020-21/26/04/20211	3398.16	Pay To Contractor	Pending with Buyer Org
85	27982	29/12/2023	SR	Northern Railway	Engineering	TMC-LINE-MDLS-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	T-W/TMC/DYCE/L/193/2020-21/30/06/20201	3959.75	Pay To Contractor	Pending with Buyer Org
86	27985	30/12/2023	SR	South Central Railway	Engineering	SCR HQ-ENGG	AGROMACH SPARES CORPORATION MUMBAI (5486)	Arbitral Award Passed	TMC-2018GMG/CPGM/880/6664(LR03/2019)	51228.37	Pay To Contractor	Pending with Buyer Org
87	27990	03/12/2023	SR	South Central Railway	Engineering	SCR HQ-ENGG	AGROMACH SPARES CORPORATION MUMBAI (5486)	Arbitral Award Passed	19-206.20 21/CPDM/1017/49293(08/07/2020)	5487.95	Pay To Contractor	Pending with Buyer Org
88	27868	29/10/2023	SR	South Central Railway	Engineering	SCR-CAO-C-SC-ENG-NEERING	VADHAVA INTECH ENGINEERS PRIVATE LIMITED-HYDER	Court Award Passed	81/CAO/C/SC/98524/94(1995)	24304.21	Pay To Contractor	Pending with Buyer Org
89	27881	31/10/2023	SR	South Central Railway	Engineering	SCR-CAO-C-SC-ENGINEERING	SUNTECHNO CONSTRUCTIONS PRIVATE LIMITED-HYDER	Court Award Passed	45/CAO/C/SC/99008/09(1999)	13904633.75	Pay To Contractor	Pending with Buyer Org
90	27572	14/09/2023	SR	South Central Railway	Engineering	SCR-CONST-HQ-ENGG	SUNTECHNO CONSTRUCTIONS PRIVATE LIMITED-HYDER	Court Award Passed	389/CAO/C/SC/2001/(122/10/2002)	1697658.25	Pay To Contractor	Pending with Buyer Org
91	27716	09/10/2023	SR	South East Central Rail	Engineering	CAO-C-HQ-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Arbitral Award Passed	CEC/BSP/ER/T/211-13/S(HQ+W)/1198(13/12/2013)	59668869.70	Pay To Contractor	Pending with Buyer Org
92	27717	09/10/2023	SR	South East Central Rail	Engineering	CAO-C-HQ-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	183/ELS/BSP/CEC/SECR/1108/06/2011	32614277.30	Pay To Contractor	Pending with Buyer Org
93	27718	09/10/2023	SR	South East Central Rail	Engineering	CAO-C-HQ-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	63/Div Off/B/CE/C/SECR/03(23/08/2007)	22362489.95	Pay To Contractor	Pending with Buyer Org
94	27693	26/10/2023	SR	South East Central Rail	Engineering	CAO-C-HQ-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	63/Div Off/B/CE/C/SECR/03(23/08/2007)	35446701.90	Pay To Contractor	Pending with Buyer Org
95	27836	26/10/2023	SR	South East Central Rail	Engineering	CAO-C-HQ-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	183/ELS/BSP/CEC/SECR/13(08/08/2011)	30099481.75	Pay To Contractor	Pending with Buyer Org
96	27835	26/10/2023	SR	South East Central Rail	Engineering	CAO-C-HQ-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Arbitral Award Passed	CEC/BSP/ER/T/211-13/S1/HQW/1198(13/12/2013)	6703461.30	Pay To Contractor	Pending with Buyer Org
97	27714	09/10/2023	SR	South East Central Rail	Engineering	RAIPUR DIVISION-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	53/DEN-R/12-13/30102(25/01/2013)	15980306.95	Pay To Contractor	Pending with Buyer Org
98	27715	09/10/2023	SR	South East Central Rail	Engineering	RAIPUR DIVISION-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	91/DEN-R/13-14(31/01/2014)	4166835.00	Pay To Contractor	Pending with Buyer Org
99	27849	27/10/2023	SR	South East Central Rail	Engineering	RAIPUR DIVISION-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	91/DEN-R/13-14(31/01/2014)	40337736.25	Pay To Contractor	Pending with Buyer Org
100	27851	27/10/2023	SR	South East Central Rail	Engineering	RAIPUR DIVISION-ENGINEERING	TODARMULL INFRASTRUCTURES PRIVATE LIMITED-RAIP	Court Award Passed	53/DEN-R/12-13/30102(25/01/2013)	16059796.30	Pay To Contractor	Pending with Buyer Org
101	27425	17/09/2023	SR	South East Central Rail	Engineering	GECR HQ-ENGG	CEMCON RAILWAY INDUSTRIES-SONIPAT (8453)	Arbitral Award Passed	S(CRTP)ERC(13)2000(3)/B(23/03)/2018	710222.50	Pay To Contractor	Pending with Buyer Org
102	27397	12/08/2023	SR	South Eastern Railway	Engineering	ADRA DIVISION-ENGG	NATIONAL CONSTRUCTION AND TRADING COMPANY P	Arbitral Award Passed	CE/CON/GRC/29/93(19/07/1993)	3556878.70	Pay To Contractor	Pending with Buyer Org
103	27399	12/08/2023	SR	South Eastern Railway	Engineering	ADRA DIVISION-ENGG	NATIONAL CONSTRUCTION AND TRADING COMPANY P	Arbitral Award Passed	CE/CON/GRC/TA/EW & P.WAY/Kanta(12/01/1995	4743.11	Pay To Contractor	Pending with Buyer Org
104	27312	02/08/2023	SR	South Eastern Railway	Engineering	KHARAGPUR DIVISION-ENGG	GPT GEO JV-NORTH TWENTY FOUR PARGANAS (1091	Court Award Passed	BR/Estt/NGP/2006-07/DIV/02/2006	3673500.00	Pay To Contractor	Pending with Buyer Org
105	27647	22/08/2023	SR	South Eastern Railway	Engineering	SER HQ-ENGINEERING	MANASH FORGINGS PRIVATE LIMITED-KOLKATA (1274	Arbitral Award Passed	CE/P/SER/2014/018/A/5001(31/07/2015)	938646.20	Pay To Contractor	Claim Rejected
106	27446	22/08/2023	SR	South Eastern Railway	Engineering	SER HQ-ENGINEERING	MAK TAG IND LIMITED-KOLKATA (16904)	Arbitral Award Passed	CE/TP/SER/2014/015/A/6001(14/07/2015)	2197663.20	Pay To Contractor	Claim Rejected
107	27487	26/08/2023	SR	South Eastern Railway	Engineering	SER-CONST-HQ-ENGG	MODI PROJECTS LIMITED-RANCHI (8008)	Court Award Passed	CE/CON/GRC/31/2000(25/07/2000)	15584653.74	Pay To Contractor	Pending with Buyer Org
108	27574	12/09/2023	SR	South Eastern Railway	Engineering	SER-CONST-HQ-ENGG	ALLIED INFRASTRUCTURES AND PROJECTS PRIVATE LIM	Arbitral Award Passed	CE/CON/GRC/SER/27/87(20/03/1987)	20495792.35	Pay To Contractor	Pending with Buyer Org
109	27900	24/07/2023	SR	South Eastern Railway	Engineering	HUBLI DIVISION-ENGG	GODAVARI INDUSTRIAL TRADERS SOLAPUR (88955)	Arbitral Award Passed	43/Sr.DEN/Central/SoA/2016(01/02/2016)	741289.58	Pay To Contractor	Pending with Buyer Org
110	26758	01/08/2023	SR	South Western Railway	Engineering	MYSORE DIVISION-ENGINEERING	GODAVARI INDUSTRIAL TRADERS SOLAPUR (88955)	Arbitral Award Passed	1293/2016/ENG/054102/08/2016	7295782.76	Pay To Contractor	Pending with Buyer Org
111	26759	01/08/2023	SR	South Western Railway	Engineering	MYSORE DIVISION-ENGINEERING	GODAVARI INDUSTRIAL TRADERS SOLAPUR (88955)	Arbitral Award Passed	1293/2016/ENG/054102/08/2016	7295782.76	Pay To Contractor	Pending with Buyer Org
112	26738	01/08/2023	SR	South Western Railway	Engineering	SWR-CAO-C-HQ-ENGG	GODAVARI INDUSTRIAL TRADERS SOLAPUR (88955)	Arbitral Award Passed	CAO/CN/BNC/78240/A/142/VII/17(06/06/2017)	5987884.43	Pay To Contractor	Pending with Buyer Org
113	26738	01/08/2023	SR	South Western Railway	Engineering	SWR-CAO-C-HQ-ENGG	GODAVARI INDUSTRIAL TRADERS SOLAPUR (88955)	Arbitral Award Passed	CAO/CN/BNC/74238/A/149/VII/17(06/06/2017)	6168317.30	Pay To Contractor	Pending with Buyer Org
114	27799	23/10/2023	SR	South Western Railway	Engineering	SWR-CAO-C-HQ-ENGG	EAGLE IMPCC J V NAMAKKAL (1095236)	Arbitral Award Passed	CAO/CN/BNC/73231/A/141/VII/20(18/07/2011)	8407569.30	Pay To Contractor	Pending with Buyer Org
115	27800	23/10/2023	SR	South Western Railway	Engineering	SWR-CAO-C-HQ-ENGG	EAGLE IMPCC J V NAMAKKAL (1095236)	Arbitral Award Passed	CAO/CN/BNC/73231/A/141/VII/20(18/07/2011)	8407569.30	Pay To Contractor	Pending with Buyer Org
116	27801	23/10/2023	SR	South Western Railway	Engineering	SWR-CAO-C-HQ-ENGG	EAGLE IMPCC J V NAMAKKAL (1095236)	Arbitral Award Passed	CAO/CN/BNC/73231/A/141/VII/20(18/07/2011)	8407569.30	Pay To Contractor	Pending with Buyer Org
117	27453	22/08/2023	SR	South Western Railway	Engineering	SWR-CONST-HQ-ENGG	GODAVARI INDUSTRIAL TRADERS-SOLAPUR (88955)	Arbitral Award Passed	CA/3/CN/BNC/74238/A/148/VII/17(06/06/2017)	6168317.30	Pay To Contractor	Pending with Buyer Org
118	27453	22/08/2023	SR	South Western Railway	Engineering	SWR-CONST-HQ-ENGG	GODAVARI INDUSTRIAL TRADERS-SOLAPUR (88955)	Arbitral Award Passed	CAO/CN/BNC/74240/A/142/VII/17(06/06/2017)	5987814.43	Pay To Contractor	Pending with Buyer Org
119	27469	25/08/2023	SR	Southern Railway	Engineering	CHENNAI DIVISION-ENGINEERING	SIMHADRI CONSTRUCTIONS-CHENNAI (88216)	Arbitral Award Passed	M/W 496/BRIDGE 5/132701/02/2018	234789.66	Pay To Contractor	Pending with Buyer Org
120	27471	25/08/2023	SR	Southern Railway	Engineering	CHENNAI DIVISION-ENGINEERING	SIMHADRI CONSTRUCTIONS-CHENNAI (88216)	Arbitral Award Passed	M/W 496/BRIDGE 5/3660(12/06/2017)	5427909.04	Pay To Contractor	Pending with Buyer Org
121	27564	09/09/2023	SR	Southern Railway	Engineering	DY.CE-GC-II-TPJ-ENGINEERING	LRC CONSTRUCTION PVT LTD-ERODE (92545)	Arbitral Award Passed	68/CN/201308/07/2013	74622984.75	Pay To Contractor	Pending with Buyer Org
122	27645	27/10/2023	SR	Southern Railway	Engineering	DY.CE-CN-I-MAS-ENGINEERING	RPH ENGINEERS CHENNAI PRIVATE LIMITED-CHENNAI (1	Arbitral Award Passed	29/DY.CE/CN/I/MAS/2017/205/06/2017	9919401.85	Pay To Contractor	Pending with Buyer Org
123	22794	19/01/2023	SR	Southern Railway	Engineering	DYCE-C-I-TBM-ENGINEERING	RPH ENGINEERS CHENNAI PRIVATE LIMITED-CHENNAI (1	Arbitral Award Passed	28/GC/MSC/2014(28/12/2014)	52293085.83	Pay To Contractor	Pending with Buyer Org
124	27884	31/10/2023	SR	Southern Railway	Engineering	DYCE-C-I-TBM-ENGINEERING	SUNTECHNO CONSTRUCTIONS PRIVATE LIMITED-HYDER	Arbitral Award Passed	328/CPM/GC/MS/96(04/1)/1996	6896628.75	Pay To Contractor	Pending with Buyer Org
125	27481	02/09/2023	SR	Southern Railway	Engineering	DYCE-CN-TVC-ENGINEERING	K N MADHUSOODANAN-PATHANAMTHITTA (127205)	Arbitral Award Passed	15/DyCE/CN/TVC/2008(24/11/2008)	5714080.53	Pay To Contractor	Pending with Buyer Org
126	27488	02/09/2023	SR	Southern Railway	Engineering	DYCE-CN-TVC-ENGINEERING	K N MADHUSOODANAN-PATHANAMTHITTA (127205)	Arbitral Award Passed	02/CN/ERS/2010(19/03/2010)	15810208.64	Pay To Contractor	Pending with Buyer Org
127	27490	02/09/2023	SR	Southern Railway	Engineering	DYCE-CN-TVC-ENGINEERING	K N MADHUSOODANAN-PATHANAMTHITTA (127205)	Arbitral Award Passed	02/CN/TVC/2007(30/12/2007)	12934260.18	Pay To Contractor	Pending with Buyer Org
128	27480	27/09/2023	SR	Southern Railway	Engineering	DYCE-CN-TVC-ENGINEERING	JOSE THOMAS M-KOLLAM (125758)	Arbitral Award Passed	11/Dy.CE/CN/QLN/HQ/2005(28/12/2005)	22636257.15	Pay To Contractor	Pending with Buyer Org
129	27648	27/09/2023	SR	Southern Railway	Engineering	DYCE-CN-TVC-ENGINEERING	JOSE THOMAS M-KOLLAM (125758)	Arbitral Award Passed	01/CN/ERS/2011(23/07/2011)	33204585.05	Pay To Contractor	Pending with Buyer Org
130	28108	24/11/2023	SR	Southern Railway	Engineering	DYCE-GC-I-TPJ-ENGINEERING	K NARAYANAN-VILLUPURAM (93961)	Arbitral Award Passed	W 496/PBW/350/CN (7863)(28/09/2016)	5503293.95	Pay To Contractor	Pending with Buyer Org
131	28006	08/12/2023	SR	Southern Railway	Engineering	SR HQ-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	TMC/TM09BT/O/2021/160-6-15001(04/05/2021)	98069.40	Pay To Contractor	Pending with Buyer Org
132	28007	08/12/2023	SR	Southern Railway	Engineering	SR HQ-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	TM/506/RC/Anand/2020-22/03(25/02/2021)	50058.45	Pay To Contractor	Pending with Buyer Org
133	28008	08/12/2023	SR	Southern Railway	Engineering	SR HQ-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	TM/506/RC/Anand/2020-22/03(05/03/2021)	61460.75	Pay To Contractor	Pending with Buyer Org
134	28013	08/12/2023	SR	Southern Railway	Engineering	SR HQ-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	TM/506/RC/Anand/2020-22/03(05/03/2021)	48263.80	Pay To Contractor	Pending with Buyer Org
135	28014	08/12/2023	SR	Southern Railway	Engineering	SR HQ-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	TM/506/RC/Anand/2020-22/09(10/07/2021)	29922.10	Pay To Contractor	Pending with Buyer Org
136	28027	11/12/2023	SR	Southern Railway	Engineering	SR HQ-ENGINEERING	ANAND TRADERS-DELHI (9029)	Arbitral Award Passed	TM/506/RC/Anand/2020-22/06(14/09/2021)	10809.70	Pay To Contractor	Pending with Buyer Org
137	23396	21/07/2023	SR	West Central Railway	Engineering	ENGG.- SUPPLY	SURYA ALLOY INDUSTRIES LTD-KOLKATA (13062)	Arbitral Award Passed	WCRTP201200/ERC-III/398(09/01/2013)	3004081.11	Pay To Contractor	Pending with Buyer Org
138	26092	29/07/2023	SR	Western Railway	Engineering	RAJKOT DIVISION-ENGG	JAY MAHAN CONSTRUCTION CO-RAJKOT (80010)	Arbitral Award Passed	RJT/T/658/12/13/2008	3804783.35	Pay To Contractor	Pending with Buyer Org
139	26159	29/07/2023	SR	Western Railway	Engineering	RAJKOT DIVISION-ENGG	JAY MAHAN CONSTRUCTION CO-RAJKOT (80010)	Arbitral Award Passed	RJT/T/658/12/13/2008	3804783.35	Pay To Contractor	Pending with Buyer Org
140	26153	30/07/2023	SR	Western Railway	Engineering	RAJKOT DIVISION-ENGG	JAY MAHAN CONSTRUCTION CO-RAJKOT (80010)	Court Award Passed	JAM/T/24(24/11/2005)	2510934.00	Pay To Contractor	Pending with Buyer Org
141	27788	25/10/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	USHA PRESTRESSED SLEEPER-UDYOG PIPLOD-AHMEDAB	Arbitral Award Passed	634/12/2/4-CS-160(20/10/2008)	14359187.10	Pay To Contractor	Pending with Buyer Org
142	27810	25/10/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	USHA PRESTRESSED SLEEPER-UDYOG PIPLOD-AHMEDAB	Court Award Passed	634/12/2/5(Repeat Order)(09/12/1991)	10879139.95	Pay To Contractor	Pending with Buyer Org
143	27811	25/10/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	MANIBHAI AMD BROTHERS SLEEPER-AHMEDABAD (659	Arbitral Award Passed	634/12/2/2-CS-160 (Contract Ag(20/10/2008)	10580503.80	Pay To Contractor	Pending with Buyer Org
144	27812	25/10/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	MANIBHAI AMD BROTHERS SLEEPER-AHMEDABAD (659	Court Award Passed	634/12/2/5(Repeat Order)(15/12/1989)	15532007.70	Pay To Contractor	Pending with Buyer Org
145	27813	25/10/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	MANIBHAI AND BROTHERS SLEEPER-AHMEDABAD (659	Court Award Passed	W 634/12/2/5(RO-II)(04/08/1997)	6773704.80	Pay To Contractor	Pending with Buyer Org
146	27892	31/10/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	S. SUBRAMANIAN AND CO.-VIJAYPUR (72849)	Court Award Passed	W 634/12/2/4(RO-II)(14/06/1996)	1787255.32	Pay To Contractor	Pending with Buyer Org
147	28021	31/12/2023	SR	Western Railway	Engineering	WR HQ-ENGINEERING	S. SUBRAMANIYAM AND CO.-VIJAYPUR (72849)	Court Award Passed	W 634/12/2/4(RO-II)(24/06/1996)	4924112.00	Pay To Proc. Entity	Pending with Buyer Org

भारतसरकार
रेलमंत्रालय (रेलवेबोर्ड)
Government of India
Ministry of Railways
(Railway Board)

Azadi Ka Amrit Mahotsav

G20 भारत 2023 INDIA

No. 2023/RS(G)/779/5(E 3424366)

Dated: 01.01.2024

The General Managers, All Indian Railways/PUs, NF(C), CORE
DG/RDSO/Lucknow, NAIR/Vadodara
PCAO, PLW/Patiala, COFMOW
CAO, WPO/Patna, RWP/ Bela
CMDs/ MDs of Indian Railway PSUs/ Autonomous Bodies / Societies

Sub: Vivad se Vishwas II (Contractual Disputes)

Ref: (i) Railway Board's letters of even number dated 16.06.2023, 26.09.2023 and 10.11.2023
(ii) PPD/DoE/MoF's OM No. F.1/7/2022-PPD dated 29.12.2023

Vide PPD/DoE/MoF's OM No. F.1/7/2022-PPD dated 29.05.2023, detailed guidelines of the **Vivad se Vishwas II (Contractual Disputes)** scheme were issued, which were circulated vide Board's letter dated 16.06.2023.

2. DoE vide their OM at ref (ii) above, has decided that the claims under the subject scheme can now be submitted till 31.03.2024. The same is hereby enclosed for compliance.

CRIS shall make the system ready accordingly and also display the information on its homepage as well as on login to all vendors.

Encl: As above

1.1.24
(Chandan Kumar)
Director Railway Stores (IC)
Railway Board

LIST FOR DISTRIBUTION
Directors of all CTIs,
PCMMs, PCEs, PFAs, PCMEs, PCEEs, PCSTEs, All Indian Railways & PUs, COFMOW, CORE, WPO/Patna and RWP/Bela
Sr. Prof. (Material Management), NAIR, Vadodara, PED (Stores), RDSO,
Chief Commissioner, Railway Safety, Lucknow
Zonal Railway Training Institute, Sukadia Circle, Udaipur

Copy to:
The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
The Secy. Gen., RPOF, Room No. 268., FROA, Room No. 256-D & AIRPOA, Room No. 256-D Rail Bhavan

Copy to:
PSOs/Sr. PPSs/PPSs/ PSs to:
MR, MOSR(D), MOSR(J)
CRB&CEO, M(TRS), M(Infra), M(O8&BD), M(F), Secretary/RB, DG (RHS), DG (RPF), DG(HR), DG(Safety)

Advisor/MR, EDPG/MR, OSD/MR, OSD/Coord/MR and Addl PS/MR
All AMs, PEDs & Executive Directors of Railway Board

No.F.1/7/2022-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
*****

264-C, North Block, New Delhi.
29.12.2023.

Office Memorandum

Subject: Vivad se Vishwas II (Contractual Disputes).

Attention is invited towards this department's OM of even number dated 29.05.2023 (copy enclosed) wherein detailed guidelines of the Vivad se Vishwas II (Contractual Dispute) scheme were issued. The scheme had commenced from 15.07.2023 and the last extended date for submission of claims is 31.12.2023.

2. It has been decided that the claims under the subject scheme can now be submitted till 31.03.2024.

29/12/2023

(Kanwalpreet)
Director (PPD)
Tel.23093811
email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform above decision to all procuring entities under their administrative control.
2. Secretary, Department of Public Enterprise with a request to reiterate these orders in respect of public enterprises.
3. Secretary, Department of Financial Services with a request to reiterate these orders in respect of Public Sector Financial Institutions.
4. Chief Secretaries/ Administrators of Union Territories without legislature.
5. CEO/GeM for necessary action.
6. Managing Director, Centre for Railway Information Systems (CRIS) for necessary action.

No.F.1/7/2022-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
29.05.2023.

Office Memorandum

Subject: Vivad se Vishwas II (Contractual Disputes).

The undersigned is directed to refer to Rule 227A of the General Financial Rules (GFRs), 2017 and Department of Expenditure's (DoE's) "General Instructions on Procurement and Project Management" containing instructions to deal with dispute cases. Para 16.4 of the "General Instructions" is reproduced below:

> *Statistics have shown that in cases where the arbitration award is challenged, a large majority of cases are decided in favour of the contractor. In such cases, the amount becomes payable with interest, at a rate which is often far higher than the Government's cost of funds. This results in huge financial losses to the Government. Hence, in aggregate, it is in public interest to take the risk of paying a substantial part of the award amount subject to the result of the litigation, even if in some rare cases of insolvency etc. recovery of the amount in case of success may become difficult. Instructions have been issued in this matter in the past but have not been fully complied with.*

2. NITI Aayog had also established a Task Force on Conciliation Mechanism, and had circulated the final report of the Task Force. Following excerpt from the final report is highlighted:

> *A consideration of even more importance with respect to contracts between Government and Private entities. The same being critical not only to facilitate an overall pro-business environment but also to attract private investment in the country, to encourage private investors to establish and continue short-term and long-term contractual association with the Government, and not be wary of it.*

3. It is understood, however, that more efforts are required to clear the backlog of old litigation cases. Such cases are holding back fresh investment, reducing the ease of doing business with the Government, tying up scarce working capital and indirectly reducing competition for newly floated tenders. In this context, after due study of the experience in past cases, Government has decided to implement a one time settlement scheme called **"Vivad se Vishwas II (Contractual Disputes)"** to effectively settle pending disputes.

Applicability:

4. The scheme will apply to contractual disputes where one of the parties is either the Government of India and/ or an organisation detailed below. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the scheme shall also be applicable

a) to all Autonomous Bodies of the Government of India;

b) to public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to Union Territories without legislature and all agencies/ undertakings thereof; and

e) to all organisations, like Metro Rail Corporations, where Government of India has shareholding of 50%;however, these organisations can opt out of the scheme at their discretion, with approval of the Board of Directors.

The above mentioned organisations shall hereinafter be referred to as "procuring entities." The other party in dispute with the procuring entity shall be referred to as contractor(s) hereinafter.

5. Disputes where the award by court/ Arbitral Tribunal (AT) is only for monetary value will be eligible for settlement under this scheme. In case the award stipulates specific performance of contract (either fully or partially); such awards will not be eligible for settlement through this scheme.

6. Cases shall satisfy following criteria to be eligible for settlement under this scheme:

Status of dispute	The award shall have been issued upto the following date
Arbitral Award passed	31.01.2023.
Court Award passed	30.04.2023.

7. The scheme will be applicable only to those contractors who wish to participate in the scheme. Central Public Sector Enterprises (CPSEs) etc., who are contractors to the procuring entities as listed above, are also eligible to submit their claims under this scheme.

8. The scheme shall apply only for cases involving domestic arbitration and cases under international arbitration are not eligible to be settled under this scheme.

9. The scheme shall be applicable to all kinds of procurement including procurement of goods, services and works. The scheme is also applicable to all "earning contracts" (i.e. contracts where government receives money in exchange for goods, services, rights, etc.) as well as contracts under Public Private Partnership (PPP) arrangements.

Amount payable under the scheme

10. The settlement amount that shall be offered to Contractors for various categories of disputes is as under:

Sl. No.	Status of dispute	Settlement Amount
(a)	Court Award passed on or before 30.04.2023. Notes:	85% of the net amount

	i. Case may or may not be under further appeal. ii. Court award will include the cases where the parties have approached the courts directly or approached the court subsequent to arbitral award (under any provision of the Indian Arbitration and Conciliation Act, 1996). However, Interim Orders under Section 9 of the Indian Arbitration and Concillation Act, 1996, shall not be considered as an award eligible for settlement under this scheme.	awarded/ upheld by the court or 85% of the claim amount lodged by the contractor under this scheme, whichever is lower.
(b)	Arbitral Award passed on or before 31.01.2023. Notes: i. Case may or may not be under challenge/ appeal before a Court. ii. Arbitral Award passed by the Micro and Small Enterprises Facilitation Council (MSEFC) or Arbitral Tribunal appointed on reference by MSEFC under the provisions of the Micro, Small and Medium Enterprises Development Act, 2006, shall also be included under this scheme. iii. However, Interim Orders of the Arbitral Tribunal under any provision of the Indian Arbitration and Conciliation Act, 1996, shall not be considered as an award eligible for settlement under this scheme.	65% of the net amount awarded/ upheld by the court or 65% of the claim amount lodged by the contractor under this scheme, whichever is lower.
Notes for both (a) and (b) as above	1. In case, the award directs 'X' to be paid to contractor and 'Y' to be paid to procuring entity by the contractor, then the net amount awarded shall be (X-Y) and the amount payable under this scheme will be 85% or 65%, as the case may be, of (X-Y). 2. In case no payment or only partial payment has been made as per the award within the stipulated time given in the award itself (time should be taken as 30 days in case there is no time stipulated in the award for making payments), simple interest at the rate of 9% per annum will be payable on 85%/ 65% of the net amount awarded, as the case may be, minus the amount already paid, if any, for time period beyond such stipulated period till date of acknowledgement email, as specified in Step 3 of para 14, by the procuring entity. 3. It is further clarified that such 9% interest will be paid only on the net amount payable under this scheme after deducting the payments already made. 4. Even if award mentions any rate of interest (may be	

below or above 9%) for payments made after the stipulated period for making such payments, still interest payable under this scheme shall only be 9% simple interest per annum.

Illustration 1:

Award	*Rs. 1,00,000/- in favour of contractor plus interest as indicated below.*
Interest	*Payable as per award:* *i. 10% till date of award, from a date mentioned in the award.* *ii. Payment to be made within 60 days of the award (stipulated period = 60 days from the date of award)* *iii. 12% for the period for which payment is delayed beyond the stipulated period.* *Payments including modalities under this scheme will be as under:* *i. 10% till date of award, from a date mentioned in the award. (i.e. till the date of award calculation of amount payable, including interest, shall be as per the award).* *ii. No interest is to be paid for the period stipulated for making payments in the award (60 days in the current case).* *iii. 9% for the period beyond 60 days in case of delayed payments on 85% of court award i.e. Rs. 85,000/-.*

11. In case the award directs payment of amount to the procuring entity, such awards shall also be eligible to be considered under the scheme, if opted by contractor. To clarify, in such cases, the contractor in order to bring finality to the case, may voluntarily offer to close the dispute on same terms and conditions as laid down in this scheme by paying the amount to the procuring entity, 85% or 65%, of the net award amount, as due under para 10(a) or 10(b) above and notes there-under, whichever may be applicable in the case.

12. Wherever the procuring entity has deposited some amount with a court before filing an appeal/ challenge, the interest payable on the amount due, as per para 10(a) or 10(b), shall be on the amount, payable under this scheme, without any reduction for the amount deposited with the court.

It shall be the obligation of the procuring entity to take prompt action to ensure release of such deposited amount at the earliest after the settlement under the scheme is accepted.

13. As per Rule 227A of the General Financial Rules (GFRs), 2017, and earlier guidelines, in case the procuring entities challenge an arbitral award, 75% of the award amount has to be paid to the contractor, against a Bank guarantee (BG) of equivalent amount, before filing of the challenge in the court. Such amounts paid to the contractor shall be adjusted with the amounts due under the present scheme. However, no reimbursement of BG charges will be made to the contractor.

Illustration 2:

Assuming Rs. 10,000 is to be paid to the contractor by the procuring entity as per para 10(a) or 10(b) above, as the case may be.

The BG available with the procuring entity under Rule 227A (equivalent to the value already paid by the procuring entity to the contractor) could be of a value either more or less than Rs. 10,000.

Such cases will be dealt as below:

(a) In case BG available is less than Rs. 10,000/- (say Rs. 6,000/-). In such a case, procuring entity will pay Rs. 10,000 – Rs. 6,000 = Rs. 4,000 to the contractor and BG will be returned to the contractor. It may be noted that 9% interest, as per para 10, will be paid only on Rs. 4,000/-. No reimbursement of BG charges will be paid to the contractor.

(b) In case BG available is more than Rs. 10,000/- (say Rs. 15,000/-). In such a case, contractor will be required to deposit Rs. 15,000 – Rs. 10,000 = Rs. 5,000 with the procuring entity. It may be noted that 9% interest will be paid on Rs. 5,000/- by the contractor. Only thereafter BG will be returned to the contractor. No reimbursement of BG charges will be paid to the contractor.

Submission of claims and Time periods

14. Contractors should submit their claims through Government e-Marketplace (GeM), for which GeM will provide a dedicated link on their portal for implementation of this scheme. The link/ portal will provide functionality to contractors to register their claims through their authorized personnel. For non- GeM contracts of Ministry of Railways, contractors should register their claims on IREPS (www.ireps.gov.in). The information regarding contracts for which claim is to be lodged on IREPS will be provided on GeM as well as IREPS. The broad features of these portals are as under:

Step 1: The registered contractor shall list out the eligible disputes which it is willing to settle under this scheme, on the portal. The list of the procuring entities will be available through drop down menu on the portal. The details of the dispute should contain atleast the following: contract number, procuring entity/ contracting authority, paying authority, net award amount (as detailed in para 10(a) and 10(b)), claim amount with details thereof and the status of the dispute.

Step 2: GeM shall intimate (through dashboard) such details to the procuring entities to verify the dispute under this scheme. The procuring entity shall verify the claim details and update the same, if any. Each entry on the portal shall be dispute specific. There can be more than one dispute under same contract, which shall be claimed, under this scheme, separately.

Step 3: The procuring entities shall evaluate the settlement amount due, as per this scheme and offer it to contractor for acceptance normally within two weeks of receipt of claims on the portal. The contractor will be required to accept the offer within the prescribed time period. If the contractor accepts the offer Step 4 shall follow else Step 5 shall follow. Time available for contractor to respond to the offer shall be 30 (thirty) calendar days only (Calendar day ending at midnight). There shall be no option for any relaxation, including claims of GeM portal not working on last day, etc. However, the procuring entity shall have the authority to amend/ withdraw the offer, under this scheme, at any time before the acceptance by the contractor.

Immediately on acceptance of the settlement offer under the scheme, an acknowledgement through email, of the parties reaching such settlement, shall be automatically generated and sent to both the parties by the portal.

Step 4: The contractor will be given 45 days (or longer period if permitted by the procuring entity), from the date of the acknowledgement email as indicated in Step 3 above, to file application for withdrawal of the case before the court. However, only after the contractor uploads the document indicating that court has permitted to withdraw the case, if applicable, should the settlement agreement under this scheme be executed and the payments made by the procuring entities.

In case the procuring entity has to withdraw the case from court, the procuring entity shall also file an application for such withdrawal within 45 days. The settlement agreement shall be executed within 30 days of submission of application of withdrawal of case from the court in such cases, without waiting for formal permission of the court regarding withdrawal of the case.

If the contractor agrees to the settlement under this scheme, a settlement agreement (a model agreement is at Annexure I which the procuring entities are free to appropriately modify, without changing core terms, based on their past experience, local needs etc.) may be digitally signed, preferably in pdf format, by both the parties. The settlement agreement shall have the same meaning and consequence as the settlement agreement consequent to successful conciliation as per The Arbitration and Conciliation Act, 1996. The settlement agreement shall be signed only by the parties without any need for attestation of any conciliator. Stamp duty for the settlement agreement, in all cases under this scheme, shall be paid by the contractor.

The settlement agreement shall clearly state that even though the dispute is finally settled, the settlement does not decide on any issue, either of law or of fact, under dispute. Further, it should be clearly stated and implied from the settlement agreement that as a process of settlement the parties shall withdraw all litigation pending related to this dispute, willingly, without duress and after fully understanding the consequences.

The Settlement Agreement shall contain a statement to the effect that each of the persons signing thereto (i) is fully authorized by the respective Party he/ she represents, (ii) has fully understood the contents of the settlement agreement, (iii) is signing on the settlement agreement out of complete free will and consent, without any pressure, undue influence, and (iv) the settlement agreement shall be final and binding on and enforceable against the Party and the persons claiming under/ through him.

The procuring entity or the contractor, as the case may be, shall make payments within 30 days of the execution of the settlement agreement.

Step 5: If the contractor does not accept the offer, the ongoing litigation process may continue.

Other Provisions:

15. The status of dispute shall not change, in case appropriate court passes an award on the dispute after 30.04.2023 and before settlement under this scheme. The only exception to this provision will be the cases discussed in para 16 as below.

Illustration 3:

An arbitral award has been passed in a dispute on 15.02.2022 (a date prior to 31.01.2023). Further, the said award, as on 31.01.2023, is under consideration of the appropriate court, through an appeal or challenge. The court has given/ upheld the same award on 03.05.2023 (a date after 30.04.2023). Even in such cases, only 65% of the award as per Para 10(b) will be payable under the scheme.

16. Procuring entities should continue to closely monitor any court awards, in all cases where claim, under this scheme, has been already lodged by the contractor, even subsequent to 31.01.2023 till the date of issue of acknowledgement email, as specified in Step 3 of para 14, above. Some court awards could be passed between 31.01.2023 and 30.04.2023, in which case status of the case will be as per the court award only.

However, there could be some cases where court awards may be in favour of the procuring entity i.e. net payable amount to the contractor, under this scheme, may decrease, if the court award published after 30.04.2023 is taken into consideration. In all such cases procuring entities should immediately send revised offers to the contractor, as per the same procedure specified in Step 3 of para 14, above. The contractor shall be given 30 days to consider the revised offer (from the date of revised offer) made by the procuring entity. However, in no case, revised offer is to be sent by the procuring entity after issue of the acknowledgement email. In case acknowledgement email has been issued, settlement agreement shall only be in terms of the offer of the procuring entity

already accepted by the contractor and any court order issued subsequent to the date of acknowledgement email shall be ignored.

Illustration 4: (Only for the purpose of principal amount payable under this scheme. The calculation for interest shall apply separately.)

Case A
Net amount payable to contractor under this scheme based on status of case as on relevant cut-off date mentioned in para 6 is Rs. 1 cr. and procuring entity has not yet issued any offer to the contractor.
Amount payable as per the scheme on the basis of court award published on 30.05.2023 is Rs. 50 lakh
In such a case, procuring entity will make an offer of only Rs. 50 lakh to contractor.
Case B
Net amount payable to contractor under this scheme based on status of case as on relevant cut-off date mentioned in para 6 is Rs. 1 cr. and procuring entity has issued an offer to contractor of Rs. 1 cr. However, the contractor has not yet accepted the offer.
Amount payable as per the scheme on the basis of court award published on 30.05.2023 is Rs. 50 lakh
In such a case, procuring entity will modify the offer to Rs. 50 lakh to contractor.
Case C
Net amount payable to contractor under this scheme based on status of case as on relevant cut-off date mentioned in para 6 is Rs. 1 cr. and procuring entity has issued an offer to contractor of Rs. 1 cr. The contractor has accepted the offer resulting in automatic issue of the acknowledgement email by the portal.
Amount payable as per the scheme on the basis of court award published on 30.05.2023 is Rs. 50 lakh
In such a case, procuring entity will not make any changes in the settlement amount of Rs. 1 cr., which has been already agreed by the procuring entity as well as the contractor.

17. The date of commencement of the scheme shall be 15.07.2023 and claims can be submitted by 31.10.2023.

18. In all cases where the claim amount is Rs. 500 crore or less, procuring entities will have to accept the claim, if the claim is in compliance with these guidelines.

19. Only in case the claim amount, by the contractor, under this scheme exceeds Rs 500 crore, the procuring entities will have an option not to accept the settlement request of the contractor. Wherever, it is decided by the procuring entities not to accept the claim of contractors, the same should normally be communicated to the contractor within 60 days of receipt of claim on portal (unlike two weeks for evaluation of the settlement amount under Step 3 of para 14 above).

Note: The contractor may, if he so desires, reduce the amount claimed, under this scheme, from the award amount while submitting his dispute for settlement on the portal under this scheme.

Illustration 5:

Net award amount payable to the contractor = Rs. 510 cr.

Claim amount lodged by the contractor under this scheme = Rs. 490 cr.

In such cases procuring entities will have to accept the same, as the claim amount is less than Rs. 500 cr., if the claim is otherwise in compliance with these guidelines and para 19 will not be applicable in such case.

20. However, wherever under paragraph 19, in respect of claims exceeding Rs. 500 crore, it is decided not to accept the request for settlement from the contractor, the reasons for the same shall be recorded on file by the procuring entities and approval of the Secretary concerned in case of Ministries/ Departments or Chief Executive Officer in case of CPSEs etc shall be obtained. The decision not to accept the request for settlement should not be taken in a routine manner but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. The decision should be based on success rate of appealing against court/ arbitration awards in the past. A special committee may be set up to review the case, before it is decided not to accept the request for settlement. The committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and arising through, litigation/ appeal/ further litigation as the case may be, it is satisfied that such litigation/ appeal/ further litigation cost is likely to be financially beneficial compared to accepting the settlement. In this regard para 16 of the General Instructions on Procurement and Project Management, issued by DoE vide OM No. F.1/1/2021-PPD dated 29.10.2021 may be specifically referred.

21. In case settlement could not be achieved for any reason under this scheme, any offer, including reduction of claim amount, by any of the parties during the settlement process under this scheme, shall not be quoted in any further litigation.

22. It may be possible that a Public Authority may have used a procuring entity to make procurement on their behalf. For example, a University (public authority in this case) gets a project executed through Central Public Works Department (procuring entity in this case). In such a case:

i. The procuring entity shall be the competent authority to accept the settlement under the scheme including the cases where the award amount is more than Rs. 500 cr (refer paras18 to 20 above)

ii. Budget for meeting the settlement agreement shall be provided by the public authority which got the project executed through procuring entity.

iii. The public authority and the procuring entity may also be the same in some cases.

23. It is clarified that the scheme does not apply to cases where parties, including the procuring entities, have already reached a settlement through conciliation agreement. However, in case conciliation process is underway even after such award, eligible for settlement under this scheme, either by the Arbitral Tribunal or the court, then such conciliation process should be kept in abeyance and the process provided in this scheme can be followed. In case no settlement is reached under this scheme, the conciliation, as prior to the scheme, can continue.

24. DoE may, from time to time, issue such directions or orders under the scheme, as it may deem fit, which may include giving clarifications or further directions/ instructions for implementation of the scheme and to remove difficulties arising in giving effect to the provisions of this scheme.

29/05/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities under their administrative control.
2. Secretary, Department of Public Enterprises with a request to reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to reiterate these orders in respect to public sector financial institutions.
4. Chief Secretaries/ Administrators of Union Territories without legislature.
5. CEO/ GeM.

Copy to: Chief Secretaries of all State Governments and Union Territories (UTs) with legislature with a request to consider adoption of this scheme in their States/ UTs for which GeM will make necessary arrangements, if requested.

Annexure

Settlement Agreement between (procuring entity) and Contractor under section 73(2) of the Arbitration and Conciliation Act, 1996.

This agreement is entered into this (date) day of (year) ("**Settlement Agreement**") between **(procuring entity)** (hereinafter referred to as "**PROCURING ENTITY**" which expression shall, unless, repugnant to the context or meaning thereof, include its legal successor, executors, permitted assignees) of the one part and

M/s.....having its registered office at.....hereinafter referred to as the "**CONTRACTOR**" which expression shall unless repugnant to the context or meaning thereof, include its legal successor, executors, permitted assignees) of the other part.

WHEREAS:

PROCURING ENTITY awarded a contract for.....(hereinafter referred as "Contract").

Dispute arose between PROCURING ENTITY and the CONTRACTOR in the above mentioned contract. The dispute has been considered by _____ Court/ Arbitral Tribunal and the award was issued vide _____ dated _____.Theaward directs as follows:

A. Amounts due from PROCURING ENTITY to CONTRACTOR
   i. (amount), (interest rate), (date of interest)
   ii.

B. Amounts due from CONTRACTOR to PROCURING ENTITY
   i. (amount), (interest rate), (date of interest)
   ii.

NOW THIS SETTLEMENT AGREEMENT WITNESSETH AS BELOW:

1. It is agreed between the parties to this Settlement Agreement that PROCURING ENTITY shall pay Rs...../-(Rupees in words.....) inclusive of taxes, if any to the CONTRACTOR as per full and final settlement of all the disputes mentioned hereinabove pertaining to the above mentioned contract.

   Thus total amount of Rs...../- will be payable by PROCURING ENTITY to the CONTRACTOR within one month from the date of execution of this Settlement Agreement by the Parties towards full and final settlement of the claims and disputes set out hereinabove in reference to the said contract.

2. That both parties hereby agree that all differences arisen out of the said dispute mentioned hereinabove now stand resolved and fully settled on payment of the sum stipulated in **para no. 1** above, and no dispute of any nature whatsoever shall survive. Accordingly, subject to aforesaid both PROCURING ENTITY and CONTRACTOR agree that they shall neither raise any dispute nor they shall initiate any proceedings, legal or otherwise against each other with reference to the aforesaid dispute.

3. That this Settlement Agreement shall continue perpetually and shall be binding upon the parties, their successors and assignees.

4. The Settlement Agreement constitutes the entire agreement and supersedes all prior understandings and writings between PROCURING ENTITY and CONTRACTOR hereto concerning the disputes and/or subject matter of this Settlement Agreement.

5. PROCURING ENTITY and CONTRACTOR hereby agree that this Settlement Agreement shall have same status and effect as that of an Arbitral Award on agreed terms upon the substance of the dispute in accordance with Section 74 of the Arbitration and Conciliation Act, 1996 and shall be capable of execution as such.

6. PROCURING ENTITY and CONTRACTOR hereby agree and undertake that in terms of Section 75 of the Arbitration and Conciliation Act, 1996, they shall keep confidential all matters relating to the conciliation proceedings. They also agree that the confidentiality shall extend also to the Settlement Agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

7. The two identical counterparts of the Settlement Agreement are hereby executed by and between PROCURING ENTITY and CONTRACTOR through their authorised signatories and with understanding that each shall be deemed original for all purposes.

8. The parties agree and understand that even though the dispute is finally settled the settlement agreement does not decide on any issue, either of law or of fact, under dispute. This is a settlement agreement under the one time dispute settlement scheme of the Government of India, without consideration of the factual or legal issues at stake.

9. The parties agree and understand that as a process of settlement the parties shall withdraw all litigations/ arbitral proceedings/ conciliation proceedings pending on the matters, willingly, without duress and after fully understanding the consequences.

10. Each of the persons signing this settlement agreement is fully authorized to do so, has fully understood the contents of the same and is signing on the same out of complete free will and consent, without any pressure and undue influence.

IN WITNESS WHEREOF, the parties here to have hereunto set their respective hands the day and year first above written.

(Signed for and behalf of PROCURING ENTITY)

Name: .....

Designation: .....

(Signed for and on behalf of.....)

Name: .....

Designation: .....

No.F.1/7/2022-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

502, Lok Nayak Bhawan, New Delhi.
18.09.2023.

Office Memorandum

Subject: Vivad se Vishwas II (Contractual Disputes).

The undersigned is directed to refer to this Department's OM No. F.1/7/2022-PPD dated 29.05.2023 whereby the details of the subject scheme were issued. A representation has been received highlighting certain typographical errors which may lead to ambiguity in implementation of the scheme. Following corrections and clarifications are issued for compliance:

<table>
<tr><th>Para No.</th><th>Existing provision</th><th>Changed Provision</th></tr>
<tr><td>10 (b)</td><td>Settlement Amount
65% of the net amount awarded/ upheld by the court or 65% of the claim amount lodged by the contractor under this scheme, whichever is lower.</td><td>Settlement Amount
65% of the net amount awarded or 65% of the claim amount lodged by the contractor under this scheme, whichever is lower.</td></tr>
<tr><td>Para 10:
Note for both (a) and (b) as above</td><td>Illustration 1<table><tr><td>Award</td><td>Rs. 1,00,000/- in favour of contractor plus interest as indicated below.</td></tr><tr><td>Interest</td><td>Payable as per award:
i. 10% till date of award, from a date mentioned in the award.
ii. Payment to be made within 60 days of the award (stipulated period = 60 days from the date of award).
iii. 12% for the period for which</td></tr></table></td><td>Illustration 1<table><tr><td>Award</td><td>Rs. 1,00,000/- in favour of contractor plus interest(s) as indicated below.</td></tr><tr><td>Interest</td><td>Payable as per award:
i. 10% till date of award, from a date mentioned in the award.
ii. Payment to be made within 60 days of the award (stipulated period = 60 days from the date of award).
iii. 12% for the period for which payment is delayed beyond the stipulated period.</td></tr></table></td></tr>
</table>

		payment is delayed beyond the stipulated period. Payments including modalities under this scheme will be as under: i. 10% till date of award, from a date mentioned in the award. (i.e. till the date of award calculation of amount payable, including interest, shall be as per the award). ii. No interest is to be paid for the period stipulated for making payments in the award (60 days in the current case). iii. 9% for the period beyond 60 days in case of delayed payments on 85% of court award i.e. Rs. 85,000/-		Payments including modalities under this scheme will be as under: i. 10% till date of award, from a date mentioned in the award. (i.e. till the date of award calculation of amount payable, including interest, shall be as per the award). ii. No interest is to be paid for the period stipulated for making payments in the award (60 days in the current case). iii. 9% for the period beyond 60 days in case of delayed payments on 85% of court award. Hence 9% interest will be payable, in this case, on Rs. 85,000/- plus on the 85% of the interest accumulated till date of award.

(Anil Kumar)
Deputy Secretary (PPD)
Tel. No. 24627920; email: anil.kumar14@nic.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities under their administrative control.
2. Secretary, Department of Public Enterprises with a request to reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to reiterate these orders in respect to public sector financial institutions.
4. Chief Secretaries/ Administrators of Union Territories without legislature.
5. CEO/ GeM.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2019/V1/IRVM/1/2

New Delhi, Date: 19. 12.2023

The SDGMs/CVOs
All Zonal Railways/PUs

The CVOs
All PSUs

CORE/ALD,
Metro/Kolkata,
DG RDSO/LKO

Sub.: Amendment No. 10- Para 706 of IRVM regarding Criteria for Empanelment of Serving/Retired Railway Officers as Arbitrators.

It has been decided by the Competent Authority to amend Para 706 of Indian Railway Vigilance Manual (2018 edition) regarding Criteria for Empanelment of Serving/ Retired Railway Officers as Arbitrators as per the enclosed Amendment No. 10.

DA: As above

(Vivek Varshney)
Director Vigilance (Mech.)
Railway Board

Copy endorsed for information-

(i) All Officers and Branches of Vigilance Dte
(ii) AIRF, NFIR, IROF, FROA & AIRPFA
(iii) PPS to Hon'ble MR, MoSR(J) & MoSR(D)
(iv) DME(C&IS)/RB for uploading this letter on the website (https://indianrailways.gov.in/railwayboard/view_section.jsp?lang=0&id=0,1,304,366,546,843)

Amendment No. 10 in Para 706 of Indian Railway Vigilance Manual- (2018 Edition)

Existing Para 706 of Chapter VII of the Indian Railways Vigilance Manual (2018 Edition) shall be replaced as under:-

706. Empanelment of Serving/Retired Railway Officers as Arbitrators.

I. Empanelment of serving/retired officers as Arbitrators cannot be done for: -

a. Persons born on current 'Agreed/Secret' list.
b. Persons involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are in process.
c. Persons against whom Major penalty has been imposed during last 20 years of service as a result of vigilance/CBI action.
d. Persons against whom Minor penalty has been imposed during last 10 years of service as a result of vigilance/CBI action.

NOTE:

i) If any officer appointed as Arbitrator is subsequently detected to be involved in a Vigilance/CBI case, action will be taken as per extant guidelines

ii) The officers working in the Vigilance Organisation should not be considered for appointment as Arbitrators, even if empanelled, as per extant guidelines.

II. For considering empanelment, SDGM/CVO will prepare a list of officials who are willing to be empanelled as Arbitrators. Based on various parameters i.e., integrity, ethics, experience of dealing in contracts/tenders, temperament of taking fair decisions etc., short listing to be done by SDGM / CVO.

III. After due approval of General Manager, list of Shortlisted officials to be sent to PED/Vigilance/Railway Board for assessment and approval. Based on feedback, general image, career profile etc. PED/Vigilance will give approval to the proposal of zonal railways.

IV. Based on performance in the arbitration cases, the empanelment of arbitrator shall be reviewed every year for continuation or otherwise and shall be approved by the PED/Vigilance based on proposals of Zonal railway.

V. The empanelment of a retired officer as arbitrator will be limited to "Three zonal Railways/PUs" only and at any given time, maximum of two arbitration cases shall be assigned to any arbitrator in a Zone/PU.

19/12/23

आज़ादी का अमृत महोत्सव

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/ARB/28/M V Omni Project

New Delhi, dated 20.09.2023

Chief Administrative Officer/Con.,
Northern Railway

Sub: Proposal of Northern Railway to challenge Arbitral Award dated 21.12.2022 in the Court of Law passed by Sole Arbitrator in matter between M/s M. V. Omni Project v/s Union of India

Ref: Chief Engineer/Con/East, Northern Railway's letter No.74-W/3/2/352/WA/LKO/Arb/1 dated 14.09.2023.

Chief Engineer/Con/East, Northern Railway vide letter under reference has sent a proposal to contest the arbitral award in the court of law. On perusal, it is observed that the proposal sent is of casual nature which could not be processed further for getting legal opinion.

Therefore, it is requested to kindly send the proposal on the following observations:

1. Self Contained note mentioning facts of the case.
2. Chronological sequence of events in tabular form duly flagged.
3. Rules/Policy relating to the point on which appeal is being transferred.
4. Certified copies of the various Courts orders/judgments duly flagged.
5. Grounds taken by the petitioner and respondent before various courts.
6. Legible copies of all the relevant documents and correspondences relating to the case duly flagged as A, B, C etc.
7. The details of any pending or decided matter on issue similar to the one which has been referred may also be given.
8. The question of law and the grounds on which appeal is preferred.
9. Approval of the Competent Authority (GM/AGM).

20/9/2023

(रितेश कुमार साह)
उप निदेशक सिविल इंजीनियरिंग–I
रेलवे बोर्ड
[Phone : Rly: 030-45460 MTNL: 011-23305460]
e-mail address: riteshkumar.sah@gov.in; padcegrb@gmail.com

Copy to:
Chief Engineer/Con/East,
Northern Railway.

आज़ादी का अमृत महोत्सव

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No.2020/CE-I/CT/ARB/2E **New Delhi, dated 22.08.2023**

General Manager,
South Eastern Railway.

Sub: Fees of Retired Railway Officers working as Arbitrator(s)-reg. clarification
Ref: South Eastern Railway's letter No. RS/ARB/Policy dated 16.08.2022

South Eastern Railway, vide their letter under reference, has sought exclusion of period from 15.03.2020 to 28.02.2022 for working out time limit prescribed for different actions during arbitration proceedings, including working out time taken for publishing of award and corresponding payment of 50% additional fee to Arbitrators.

2. South Eastern Railway's proposal has been examined and it is advised that vide letter No. 2009/CE-I/CT/14/Main dated 09.04.2021, Board's decision to exclude the period from 25.03.2020 to 31.05.2020 (i.e. period of first lock down), while working out time limit prescribed for different actions during arbitration proceedings including working out time taken for publishing of award and corresponding payment of 50% additional fee to Arbitrators, was conveyed to Zonal Railways. Further, in order to deal with the situation of lockdown, Board vide letter No. 2020/CE-I/CT/ARB/2E dated 08.12.2020 had also allowed the Arbitration hearing through Video Conferencing. As such, further necessary action on the matter may be taken by South Eastern Railway in terms of these instructions only.

3. This issues with the concurrence of the Finance Directorate of Ministry of Railways.

22.08.2023

(गौरव)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone: 030-47598(Rly) : 011-23307598(MTNL)]
Email address: dceg@rb.railnet.gov.in; padcegrb@gmail.com

भारत सरकार
रेल मंत्रालय (रेलवे बोर्ड)
Government of India
Ministry of Railways
(Railway Board)

Azadi Ka Amrit Mahotsav

G20 भारत 2023 INDIA

No. 2023/RS(G)/779/5(E 3424366) Dated: 16.06.2023

The General Managers, All Indian Railways/PUs, NF(C), CORE
DG/RDSO/Lucknow, NAIR/Vadodara
PCAO, PLW/Patiala, COFMOW
CAO, WPO/Patna, RWP/ Bela
CMDs/ MDs of Indian Railway PSUs/ Autonomous Bodies / Societies

Sub: Vivad se Vishwas II (Contractual Disputes).
Ref: PPD/DoE/MoF's OM No. F.1/7/2022-PPD dated 29.5.2023 (copy enclosed)

1.0 Vide DoE OM referred above, Government has decided to implement a one time settlement scheme called "Vivad se Vishwas II (Contractual Disputes)" to effectively settle pending disputes. The scheme will apply to contractual disputes where one of the parties is either the Government of India and/ or an organisation detailed below. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the scheme shall also be applicable

a. to all Autonomous Bodies of the Government of India;
b. to public sector banks and public sector financial institutions;
c. to all Central Public Sector Enterprises;
d. to Union Territories without legislature and all agencies/ undertakings thereof; and
e. to all organisations, like Metro Rail Corporations, where Government of India has shareholding of 50%;however, these organisations can opt out of the scheme at their discretion, with approval of the Board of Directors

2.0 Disputes where the award by court/ Arbitral Tribunal (AT) is only for monetary value will be eligible for settlement under this scheme. In case the award stipulates specific performance of contract (either fully or partially), such awards will not be eligible for settlement through this scheme.

3.0 Cases shall satisfy following criteria to be eligible for settlement under this scheme:

Status of dispute	The award shall have been issued upto the following date
Arbitral Award passed	31.01.2023.
Court Award passed	30.04.2023.

N.Rly.

4.0 The scheme will be applicable only to those contractors who wish to participate in the scheme. Central Public Sector Enterprises (CPSEs) etc., who are contractors to the procuring entities as listed above, are also eligible to submit their claims under this scheme.

5.0 The scheme shall apply only for cases involving domestic arbitration and cases under international arbitration are not eligible to be settled under this scheme.

6.0 The scheme shall be applicable to all kinds of procurement including procurement of goods, services and works. The scheme is also applicable to all "earning contracts" (i.e. contracts where government receives money in exchange for goods, services, rights, etc.) as well as contracts under Public Private Partnership (PPP) arrangements.

7.0 The settlement amount that shall be offered to Contractors for various categories of disputes are stated at Para 10 of the DoE OM. For Court Award passed on or before 30.04.2023, the settlement amount is 85% of the net amount and for Arbitral Award passed on or before 31.01.2023, the settlement amount is 65% of the net amount subject to the criterion mentioned under the scheme.

8.0 Contractors should submit their claims through Government e-Marketplace (GeM), for which GeM will provide a dedicated link on their portal for implementation of this scheme. The link/ portal will provide functionality to contractors to register their claims through their authorized personnel. For non- GeM contracts of Ministry of Railways, contractors should register their claims on IREPS (www.ireps.gov.in). The information regarding contracts for which claim is to be lodged on IREPS will be provided on GeM as well as IREPS. Broad features of the portal is detailed at Para 14 of the scheme.

9.0 The date of commencement of the scheme shall be 15.07.2023 and claims can be submitted by 31.10.2023.

CRIS shall make the system ready accordingly. Necessary action may be taken in this regard.

This is issued with the concurrence of Finance dte. of Ministry of Railways

Encl: As above

16.6.23

(Chandan Kumar)
Director Railway Stores (IC)
Railway Board

No. 2023/RS(G)/779/5(E 3424366)

Dated: 16.06.2023

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Directors of Audit, All Indian Railways

For Member Finance
Railway Board

LIST FOR DISTRIBUTION

Directors of all CTIs,
CMDs/ MDs of Indian Railway PSUs/ Autonomous Bodies / Societies
PCMMs, PCEs, PCMEs, PCEEs, PCSTEs, All Indian Railways & PUs, COFMOW, CORE, WPO/Patna and RWP/Bela
Sr. Prof. (Material Management), NAIR, Vadodara, ED (Stores), RDSO,
Chief Commissioner, Railway Safety, Lucknow
Zonal Railway Training Institute, Sukadia Circle, Udaipur

Copy to:
The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
The Secy. Gen., RPOF, Room No. 268., FROA, Room No. 256-D & AIRPOA, Room No. 256-D Rail Bhavan

Copy to:
PSOs/Sr. PPSs/PPSs/ PSs to:
MR, MOSR(D), MOSR(J)
CRB&CEO, M(TRS), M(Infra), M(O&BD), M(F), Secretary/RB, DG (RHS), DG (RPF), DG(HR), DG(Safety)
Advisor/MR, EDPG/MR, OSD/MR, OSD/Coord/MR and Addl PS/MR
All AMs, PEDs & Executive Directors of Railway Board

16.6.23

No.F.1/7/2022-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
29.05.2023.

Office Memorandum

Subject: Vivad se Vishwas II (Contractual Disputes).

The undersigned is directed to refer to Rule 227A of the General Financial Rules (GFRs), 2017 and Department of Expenditure's (DoE's) "General Instructions on Procurement and Project Management" containing instructions to deal with dispute cases. Para 16.4 of the "General Instructions" is reproduced below:

> *Statistics have shown that in cases where the arbitration award is challenged, a large majority of cases are decided in favour of the contractor. In such cases, the amount becomes payable with interest, at a rate which is often far higher than the Government's cost of funds. This results in huge financial losses to the Government. Hence, in aggregate, it is in public interest to take the risk of paying a substantial part of the award amount subject to the result of the litigation, even if in some rare cases of insolvency etc. recovery of the amount in case of success may become difficult. Instructions have been issued in this matter in the past but have not been fully complied with.*

2. NITI Aayog had also established a Task Force on Conciliation Mechanism, and had circulated the final report of the Task Force. Following excerpt from the final report is highlighted:

> *A consideration of even more importance with respect to contracts between Government and Private entities. The same being critical not only to facilitate an overall pro-business environment but also to attract private investment in the country, to encourage private investors to establish and continue short-term and long-term contractual association with the Government, and not be wary of it.*

3. It is understood, however, that more efforts are required to clear the backlog of old litigation cases. Such cases are holding back fresh investment, reducing the ease of doing business with the Government, tying up scarce working capital and indirectly reducing competition for newly floated tenders. In this context, after due study of the experience in past cases, Government has decided to implement a one time settlement scheme called **"Vivad se Vishwas II (Contractual Disputes)"** to effectively settle pending disputes.

Applicability:

4. The scheme will apply to contractual disputes where one of the parties is either the Government of India and/ or an organisation detailed below. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the scheme shall also be applicable

a) to all Autonomous Bodies of the Government of India;

b) to public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to Union Territories without legislature and all agencies/ undertakings thereof; and

e) to all organisations, like Metro Rail Corporations, where Government of India has shareholding of 50%;however, these organisations can opt out of the scheme at their discretion, with approval of the Board of Directors.

The above mentioned organisations shall hereinafter be referred to as "procuring entities." The other party in dispute with the procuring entity shall be referred to as contractor(s) hereinafter.

5. Disputes where the award by court/ Arbitral Tribunal (AT) is only for monetary value will be eligible for settlement under this scheme. In case the award stipulates specific performance of contract (either fully or partially); such awards will not be eligible for settlement through this scheme.

6. Cases shall satisfy following criteria to be eligible for settlement under this scheme:

Status of dispute	The award shall have been issued upto the following date
Arbitral Award passed	31.01.2023.
Court Award passed	30.04.2023.

7. The scheme will be applicable only to those contractors who wish to participate in the scheme. Central Public Sector Enterprises (CPSEs) etc., who are contractors to the procuring entities as listed above, are also eligible to submit their claims under this scheme.

8. The scheme shall apply only for cases involving domestic arbitration and cases under international arbitration are not eligible to be settled under this scheme.

9. The scheme shall be applicable to all kinds of procurement including procurement of goods, services and works. The scheme is also applicable to all "earning contracts" (i.e. contracts where government receives money in exchange for goods, services, rights, etc.) as well as contracts under Public Private Partnership (PPP) arrangements.

Amount payable under the scheme

10. The settlement amount that shall be offered to Contractors for various categories of disputes is as under:

Sl. No.	**Status of dispute**	**Settlement Amount**
(a)	Court Award passed on or before 30.04.2023. Notes:	85% of the net amount

	i. Case may or may not be under further appeal. ii. Court award will include the cases where the parties have approached the courts directly or approached the court subsequent to arbitral award (under any provision of the Indian Arbitration and Conciliation Act, 1996). However, Interim Orders under Section 9 of the Indian Arbitration and Conciliation Act, 1996, shall not be considered as an award eligible for settlement under this scheme.	awarded/ upheld by the court or 85% of the claim amount lodged by the contractor under this scheme, whichever is lower.
(b)	Arbitral Award passed on or before 31.01.2023. Notes: i. Case may or may not be under challenge/ appeal before a Court. ii. Arbitral Award passed by the Micro and Small Enterprises Facilitation Council (MSEFC) or Arbitral Tribunal appointed on reference by MSEFC under the provisions of the Micro, Small and Medium Enterprises Development Act, 2006, shall also be included under this scheme. iii. However, Interim Orders of the Arbitral Tribunal under any provision of the Indian Arbitration and Conciliation Act, 1996, shall not be considered as an award eligible for settlement under this scheme.	65% of the net amount awarded/ upheld by the court or 65% of the claim amount lodged by the contractor under this scheme, whichever is lower.
Notes for both (a) and (b) as above	1. In case, the award directs 'X' to be paid to contractor and 'Y' to be paid to procuring entity by the contractor, then the net amount awarded shall be (X-Y) and the amount payable under this scheme will be 85% or 65%, as the case may be, of (X-Y). 2. In case no payment or only partial payment has been made as per the award within the stipulated time given in the award itself (time should be taken as 30 days in case there is no time stipulated in the award for making payments), simple interest at the rate of 9% per annum will be payable on 85%/ 65% of the net amount awarded, as the case may be, minus the amount already paid, if any, for time period beyond such stipulated period till date of acknowledgement email, as specified in Step 3 of para 14, by the procuring entity. 3. It is further clarified that such 9% interest will be paid only on the net amount payable under this scheme after deducting the payments already made. 4. Even if award mentions any rate of interest (may be	

below or above 9%) for payments made after the stipulated period for making such payments, still interest payable under this scheme shall only be 9% simple interest per annum.

Illustration 1:

Award	*Rs. 1,00,000/- in favour of contractor plus interest as indicated below.*
Interest	*Payable as per award:* *i. 10% till date of award, from a date mentioned in the award.* *ii. Payment to be made within 60 days of the award (stipulated period = 60 days from the date of award).* *iii. 12% for the period for which payment is delayed beyond the stipulated period.* *Payments including modalities under this scheme will be as under:* *i. 10% till date of award, from a date mentioned in the award. (i.e. till the date of award calculation of amount payable, including interest, shall be as per the award).* *ii. No interest is to be paid for the period stipulated for making payments in the award (60 days in the current case).* *iii. 9% for the period beyond 60 days in case of delayed payments on 85% of court award i.e. Rs. 85,000/-.*

11. In case the award directs payment of amount to the procuring entity, such awards shall also be eligible to be considered under the scheme, if opted by contractor. To clarify, in such cases, the contractor in order to bring finality to the case, may voluntarily offer to close the dispute on same terms and conditions as laid down in this scheme by paying the amount to the procuring entity, 85% or 65%, of the net award amount, as due under para 10(a) or 10(b) above and notes there-under, whichever may be applicable in the case.

12. Wherever the procuring entity has deposited some amount with a court before filing an appeal/ challenge, the interest payable on the amount due, as per para 10(a) or 10(b), shall be on the amount, payable under this scheme, without any reduction for the amount deposited with the court.

It shall be the obligation of the procuring entity to take prompt action to ensure release of such deposited amount at the earliest after the settlement under the scheme is accepted.

13. As per Rule 227A of the General Financial Rules (GFRs), 2017, and earlier guidelines, in case the procuring entities challenge an arbitral award, 75% of the award amount has to be paid to the contractor, against a Bank guarantee (BG) of equivalent amount, before filing of the challenge in the court. Such amounts paid to the contractor shall be adjusted with the amounts due under the present scheme. However, no reimbursement of BG charges will be made to the contractor.

Illustration 2:

Assuming Rs. 10,000 is to be paid to the contractor by the procuring entity as per para 10(a) or 10(b) above, as the case may be.

The BG available with the procuring entity under Rule 227A (equivalent to the value already paid by the procuring entity to the contractor) could be of a value either more or less than Rs. 10,000.

Such cases will be dealt as below:

(a) In case BG available is less than Rs. 10,000/- (say Rs. 6,000/-). In such a case, procuring entity will pay Rs. 10,000 – Rs. 6,000 = Rs. 4,000 to the contractor and BG will be returned to the contractor. It may be noted that 9% interest, as per para 10, will be paid only on Rs. 4,000/-. No reimbursement of BG charges will be paid to the contractor.

(b) In case BG available is more than Rs. 10,000/- (say Rs. 15,000/-). In such a case, contractor will be required to deposit Rs. 15,000 – Rs. 10,000 = Rs. 5,000 with the procuring entity. It may be noted that 9% interest will be paid on Rs. 5,000/- by the contractor. Only thereafter BG will be returned to the contractor. No reimbursement of BG charges will be paid to the contractor.

Submission of claims and Time periods

14. Contractors should submit their claims through Government e-Marketplace (GeM), for which GeM will provide a dedicated link on their portal for implementation of this scheme. The link/ portal will provide functionality to contractors to register their claims through their authorized personnel. For non- GeM contracts of Ministry of Railways, contractors should register their claims on IREPS (www.ireps.gov.in). The information regarding contracts for which claim is to be lodged on IREPS will be provided on GeM as well as IREPS. The broad features of these portals are as under:

Step 1: The registered contractor shall list out the eligible disputes which it is willing to settle under this scheme, on the portal. The list of the procuring entities will be available through drop down menu on the portal. The details of the dispute should contain atleast the following: contract number, procuring entity/ contracting authority, paying authority, net award amount (as detailed in para 10(a) and 10(b)), claim amount with details thereof and the status of the dispute.

Step 2: GeM shall intimate (through dashboard) such details to the procuring entities to verify the dispute under this scheme. The procuring entity shall verify the claim details and update the same, if any. Each entry on the portal shall be dispute specific. There can be more than one dispute under same contract, which shall be claimed, under this scheme, separately.

Step 3: The procuring entities shall evaluate the settlement amount due, as per this scheme and offer it to contractor for acceptance normally within two weeks of receipt of claims on the portal. The contractor will be required to accept the offer within the prescribed time period. If the contractor accepts the offer Step 4 shall follow else Step 5 shall follow. Time available for contractor to respond to the offer shall be 30 (thirty) calendar days only (Calendar day ending at midnight). There shall be no option for any relaxation, including claims of GeM portal not working on last day, etc. However, the procuring entity shall have the authority to amend/ withdraw the offer, under this scheme, at any time before the acceptance by the contractor.

Immediately on acceptance of the settlement offer under the scheme, an acknowledgement through email, of the parties reaching such settlement, shall be automatically generated and sent to both the parties by the portal.

Step 4: The contractor will be given 45 days (or longer period if permitted by the procuring entity), from the date of the acknowledgement email as indicated in Step 3 above, to file application for withdrawal of the case before the court. However, only after the contractor uploads the document indicating that court has permitted to withdraw the case, if applicable, should the settlement agreement under this scheme be executed and the payments made by the procuring entities.

In case the procuring entity has to withdraw the case from court, the procuring entity shall also file an application for such withdrawal within 45 days. The settlement agreement shall be executed within 30 days of submission of application of withdrawal of case from the court in such cases, without waiting for formal permission of the court regarding withdrawal of the case.

If the contractor agrees to the settlement under this scheme, a settlement agreement (a model agreement is at Annexure I which the procuring entities are free to appropriately modify, without changing core terms, based on their past experience, local needs etc.) may be digitally signed, preferably in pdf format, by both the parties. The settlement agreement shall have the same meaning and consequence as the settlement agreement consequent to successful conciliation as per The Arbitration and Conciliation Act, 1996. The settlement agreement shall be signed only by the parties without any need for attestation of any conciliator. Stamp duty for the settlement agreement, in all cases under this scheme, shall be paid by the contractor.

The settlement agreement shall clearly state that even though the dispute is finally settled, the settlement does not decide on any issue, either of law or of fact, under dispute. Further, it should be clearly stated and implied from the settlement agreement that as a process of settlement the parties shall withdraw all litigation pending related to this dispute, willingly, without duress and after fully understanding the consequences.

The Settlement Agreement shall contain a statement to the effect that each of the persons signing thereto (i) is fully authorized by the respective Party he/ she represents, (ii) has fully understood the contents of the settlement agreement, (iii) is signing on the settlement agreement out of complete free will and consent, without any pressure, undue influence, and (iv) the settlement agreement shall be final and binding on and enforceable against the Party and the persons claiming under/ through him.

The procuring entity or the contractor, as the case may be, shall make payments within 30 days of the execution of the settlement agreement.

Step 5: If the contractor does not accept the offer: the ongoing litigation process may continue.

Other Provisions:

15. The status of dispute shall not change, in case appropriate court passes an award on the dispute after 30.04.2023 and before settlement under this scheme. The only exception to this provision will be the cases discussed in para 16 as below.

Illustration 3:

An arbitral award has been passed in a dispute on 15.02.2022 (a date prior to 31.01.2023). Further, the said award, as on 31.01.2023, is under consideration of the appropriate court, through an appeal or challenge. The court has given/ upheld the same award on 03.05.2023 (a date after 30.04.2023). Even in such cases, only 65% of the award as per Para 10(b) will be payable under the scheme.

16. Procuring entities should continue to closely monitor any court awards, in all cases where claim, under this scheme, has been already lodged by the contractor, even subsequent to 31.01.2023 till the date of issue of acknowledgement email, as specified in Step 3 of para 14, above. Some court awards could be passed between 31.01.2023 and 30.04.2023, in which case status of the case will be as per the court award only.

However, there could be some cases where court awards may be in favour of the procuring entity i.e. net payable amount to the contractor, under this scheme, may decrease, if the court award published after 30.04.2023 is taken into consideration. In all such cases procuring entities should immediately send revised offers to the contractor, as per the same procedure specified in Step 3 of para 14, above. The contractor shall be given 30 days to consider the revised offer (from the date of revised offer) made by the procuring entity. However, in no case, revised offer is to be sent by the procuring entity after issue of the acknowledgement email. In case acknowledgement email has been issued, settlement agreement shall only be in terms of the offer of the procuring entity

already accepted by the contractor and any court order issued subsequent to the date of acknowledgement email shall be ignored.

Illustration 4: (Only for the purpose of principal amount payable under this scheme. The calculation for interest shall apply separately.)

Case A
Net amount payable to contractor under this scheme based on status of case as on relevant cut-off date mentioned in para 6 is Rs. 1 cr. and procuring entity has not yet issued any offer to the contractor.
Amount payable as per the scheme on the basis of court award published on 30.05.2023 is Rs. 50 lakh
In such a case, procuring entity will make an offer of only Rs. 50 lakh to contractor.
Case B
Net amount payable to contractor under this scheme based on status of case as on relevant cut-off date mentioned in para 6 is Rs. 1 cr. and procuring entity has issued an offer to contractor of Rs. 1 cr. However, the contractor has not yet accepted the offer.
Amount payable as per the scheme on the basis of court award published on 30.05.2023 is Rs. 50 lakh
In such a case, procuring entity will modify the offer to Rs. 50 lakh to contractor.
Case C
Net amount payable to contractor under this scheme based on status of case as on relevant cut-off date mentioned in para 6 is Rs. 1 cr. and procuring entity has issued an offer to contractor of Rs. 1 cr. The contractor has accepted the offer resulting in automatic issue of the acknowledgement email by the portal.
Amount payable as per the scheme on the basis of court award published on 30.05.2023 is Rs. 50 lakh
In such a case, procuring entity will not make any changes in the settlement amount of Rs. 1 cr., which has been already agreed by the procuring entity as well as the contractor.

17. The date of commencement of the scheme shall be 15.07.2023 and claims can be submitted by 31.10.2023.

18. In all cases where the claim amount is Rs. 500 crore or less, procuring entities will have to accept the claim, if the claim is in compliance with these guidelines.

19. Only in case the claim amount, by the contractor, under this scheme exceeds Rs 500 crore, the procuring entities will have an option not to accept the settlement request of the contractor. Wherever, it is decided by the procuring entities not to accept the claim of contractors, the same should normally be communicated to the contractor within 60 days of receipt of claim on portal (unlike two weeks for evaluation of the settlement amount under Step 3 of para 14 above).

Note: The contractor may, if he so desires, reduce the amount claimed, under this scheme, from the award amount while submitting his dispute for settlement on the portal under this scheme.

Illustration 5:

Net award amount payable to the contractor = Rs. 510 cr.

Claim amount lodged by the contractor under this scheme = Rs. 490 cr.

In such cases procuring entities will have to accept the same, as the claim amount is less than Rs. 500 cr., if the claim is otherwise in compliance with these guidelines and para 19 will not be applicable in such case.

20. However, wherever under paragraph 19, in respect of claims exceeding Rs. 500 crore, it is decided not to accept the request for settlement from the contractor, the reasons for the same shall be recorded on file by the procuring entities and approval of the Secretary concerned in case of Ministries/ Departments or Chief Executive Officer in case of CPSEs etc shall be obtained. The decision not to accept the request for settlement should not be taken in a routine manner but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. The decision should be based on success rate of appealing against court/ arbitration awards in the past. A special committee may be set up to review the case, before it is decided not to accept the request for settlement. The committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and arising through, litigation/ appeal/ further litigation as the case may be, it is satisfied that such litigation/ appeal/ further litigation cost is likely to be financially beneficial compared to accepting the settlement. In this regard para 16 of the General Instructions on Procurement and Project Management, issued by DoE vide OM No. F.1/1/2021-PPD dated 29.10.2021 may be specifically referred.

21. In case settlement could not be achieved for any reason under this scheme, any offer, including reduction of claim amount, by any of the parties during the settlement process under this scheme, shall not be quoted in any further litigation.

22. It may be possible that a Public Authority may have used a procuring entity to make procurement on their behalf. For example, a University (public authority in this case) gets a project executed through Central Public Works Department (procuring entity in this case). In such a case:

i. The procuring entity shall be the competent authority to accept the settlement under the scheme including the cases where the award amount is more than Rs. 500 cr (refer paras18 to 20 above)

ii. Budget for meeting the settlement agreement shall be provided by the public authority which got the project executed through procuring entity.

iii. The public authority and the procuring entity may also be the same in some cases.

23. It is clarified that the scheme does not apply to cases where parties, including the procuring entities, have already reached a settlement through conciliation agreement. However, in case conciliation process is underway even after such award, eligible for settlement under this scheme, either by the Arbitral Tribunal or the court, then such conciliation process should be kept in abeyance and the process provided in this scheme can be followed. In case no settlement is reached under this scheme, the conciliation, as prior to the scheme, can continue.

24. DoE may, from time to time, issue such directions or orders under the scheme, as it may deem fit, which may include giving clarifications or further directions/ instructions for implementation of the scheme and to remove difficulties arising in giving effect to the provisions of this scheme.

29/05/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities under their administrative control.
2. Secretary, Department of Public Enterprises with a request to reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to reiterate these orders in respect to public sector financial institutions.
4. Chief Secretaries/ Administrators of Union Territories without legislature.
5. CEO/ GeM.

Copy to: Chief Secretaries of all State Governments and Union Territories (UTs) with legislature with a request to consider adoption of this scheme in their States/ UTs for which GeM will make necessary arrangements, if requested.

Settlement Agreement between (procuring entity) and Contractor under section 73(2) of the Arbitration and Conciliation Act, 1996. **Annexure**

This agreement is entered into this (date) day of (year) ("**Settlement Agreement**") between **(procuring entity)** (hereinafter referred to as "**PROCURING ENTITY**" which expression shall, unless, repugnant to the context or meaning thereof, include its legal successor, executors, permitted assignees) of the one part and

M/s.....having its registered office at.....hereinafter referred to as the "**CONTRACTOR**" which expression shall unless repugnant to the context or meaning thereof, include its legal successor, executors, permitted assignees) of the other part.

WHEREAS:

PROCURING ENTITY awarded a contract for.....(hereinafter referred as "Contract").

Dispute arose between PROCURING ENTITY and the CONTRACTOR in the above mentioned contract. The dispute has been considered by _____ Court/ Arbitral Tribunal and the award was issued vide _____ dated _____.Theaward directs as follows:

A. Amounts due from PROCURING ENTITY to CONTRACTOR
   i. (amount), (interest rate), (date of interest)
   ii.

B. Amounts due from CONTRACTOR to PROCURING ENTITY
   i. (amount), (interest rate), (date of interest)
   ii.

NOW THIS SETTLEMENT AGREEMENT WITNESSETH AS BELOW:

1. It is agreed between the parties to this Settlement Agreement that PROCURING ENTITY shall pay Rs...../-(Rupees in words.....) inclusive of taxes, if any to the CONTRACTOR as per full and final settlement of all the disputes mentioned hereinabove pertaining to the above mentioned contract.

   Thus total amount of Rs...../- will be payable by PROCURING ENTITY to the CONTRACTOR within one month from the date of execution of this Settlement Agreement by the Parties towards full and final settlement of the claims and disputes set out hereinabove in reference to the said contract.

2. That both parties hereby agree that all differences arisen out of the said dispute mentioned hereinabove now stand resolved and fully settled on payment of the sum stipulated in **para no. 1** above, and no dispute of any nature whatsoever shall survive. Accordingly, subject to aforesaid both PROCURING ENTITY and CONTRACTOR agree that they shall neither raise any dispute nor they shall initiate any proceedings, legal or otherwise against each other with reference to the aforesaid dispute.

3. That this Settlement Agreement shall continue perpetually and shall be binding upon the parties, their successors and assignees.

4. The Settlement Agreement constitutes the entire agreement and supersedes all prior understandings and writings between PROCURING ENTITY and CONTRACTOR hereto concerning the disputes and/or subject matter of this Settlement Agreement.
5. PROCURING ENTITY and CONTRACTOR hereby agree that this Settlement Agreement shall have same status and effect as that of an Arbitral Award on agreed terms upon the substance of the dispute in accordance with Section 74 of the Arbitration and Conciliation Act, 1996 and shall be capable of execution as such.
6. PROCURING ENTITY and CONTRACTOR hereby agree and undertake that in terms of Section 75 of the Arbitration and Conciliation Act, 1996, they shall keep confidential all matters relating to the conciliation proceedings. They also agree that the confidentiality shall extend also to the Settlement Agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
7. The two identical counterparts of the Settlement Agreement are hereby executed by and between PROCURING ENTITY and CONTRACTOR through their authorised signatories and with understanding that each shall be deemed original for all purposes.
8. The parties agree and understand that even though the dispute is finally settled the settlement agreement does not decide on any issue, either of law or of fact, under dispute. This is a settlement agreement under the one time dispute settlement scheme of the Government of India, without consideration of the factual or legal issues at stake.
9. The parties agree and understand that as a process of settlement the parties shall withdraw all litigations/ arbitral proceedings/ conciliation proceedings pending on the matters, willingly, without duress and after fully understanding the consequences.
10. Each of the persons signing this settlement agreement is fully authorized to do so, has fully understood the contents of the same and is signing on the same out of complete free will and consent, without any pressure and undue influence.

IN WITNESS WHEREOF, the parties here to have hereunto set their respective hands the day and year first above written.

(Signed for and behalf of PROCURING ENTITY)

Name: .....

Designation: .....

(Signed for and on behalf of.....)

Name: .....

Designation: .....

आज़ादी का अमृत महोत्सव

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee **New Delhi, Dated: 03.04.2023**

The General Managers,
All Indian Railways

Sub: Payment of fee to the members of Arbitral Tribunal in Arbitration proceedings

A case has come to the notice of Railway Board where fee has been paid to the members of Arbitral Tribunal well beyond the ceiling limit stipulated in Schedule-IV of Arbitration and Conciliation Act, 1996.

2) The fees of court appointed arbitrators are governed by Schedule-IV of Arbitration and Conciliation Act, 1996. As per Section 11 (3A) of Arbitration & Conciliation Act, 1996, "..... the arbitrators appointed by a party shall be entitled to such fee at the rate as specified in the Fourth Schedule". However, vide order dated 17.12.2022, the Hon'ble Supreme Court in the case of ONGC Vs Afcons Gunanusa JV has made it clear that where the parties have fixed the fee by consent, neither the Schedule-IV to the Act nor the model principles of fixation set out in the said decision would apply.

3) In view of the latest judgement of Hon'ble Supreme Court, it is advised that Railways may take conscious decision at the initial stage of Arbitration proceedings itself, whether the fees to be paid to the members of Arbitral Tribunal will be within the ceiling prescribed in Schedule-IV of Arbitration and Conciliation Act, 1996 or otherwise.

4) This issues with the concurrence of Finance Directorate of Ministry of Railways.

03.04.23

(गौरव)
निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Rly No. 030-47598, MTNL No. 011-23047598]
e-mail address: dceg@rb.railnet.gov.in

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee **New Delhi, Dated: 03.04.2023**

Copy forwarded for information to:
(i) The PFAs, All Indian Railways.
(ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

3/4/23
For Member Finance

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No.2022/CE-I/CT/GCC-2022/POLICY New Delhi, Dated 27.04.2022

As per list attached

Sub:- Dispute Adjudication Board (DAB)

1. RB vide Clause-63.2 of GCC, April-2022, has included provision for the settlement of Disputes through **Dispute Adjudication Board (DAB)** in the tender having advertised value more than Rs 50 Crore.

2. Earlier, Railway Board vide letter No. 2009/CE-I/CT/14/Main, dated 02.01.2020 has issued instruction regarding Fee and Emoluments to arbitrators in Standing Arbitral Tribunal for EPC tenders for Railway.

3. Now, Board has decided that Standing Arbitral Tribunal panel of EPC contract shall also be valid for tenders having advertised value more than Rs 50 Crore and instructions issued vide letter dated 02.01.2020 shall also be applicable for clause 63 of GCC, April-2022.

4. This issues with the concurrence of Finance Dte. of Ministry of Railways.

अजीत कुमार झा 27.4.22
(अजीत कुमार झा)
कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No.2022/CE-I/CT/GCC-2022/POLICY New Delhi, Dated 27.04.2022

Copy forwarded for information to:
1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

For Member Finance

AGM
PCE
05-05-2022
OK
CA&C
PFA

N.Rly.

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आज़ादी का अमृत महोत्सव

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

Azadi Ka Amrit Mahotsav

No. 2022/CE-I/CT/SLP/5

New Delhi, Dated 25.04.2022

The General Manager,
All Indian Railways

Sub: To get the opinion of Law Officer-Attorney-General for India/the Soliciter-General of India/the Additional Solicitor-General of India- in consultation with the Department of Legal Affairs ("DOLA") for file SLP before Hon'ble Supreme Court of India –reg.

Zonal Railways send the proposals to Railway Board mentioning the facts of the any case to get the opinion of Law Officer-Attorney-General for India/the Soliciter-General of India/the Additional Solicitor-General of India- in consultation with the Department of Legal Affairs ("DOLA") for file SLP before Hon'ble Supreme Court of India.

Herein in Board's office, the case then examine in consultation with Legal Directorate, Railway Board and forward it to Central Agency Section (CAS), Hon'ble Supreme Court of India for further examination and to get opinion of any Law Officer.

Further, it is noted that the said proposals received from Zonal Railways usually do not found in order with referencing of all RUDs, self-contained note mentioning the facts of case, chronological sequence of events, Rule policy relating to which appeal transferred, legible copies of all relevant documents etc.

It is, therefore, advised to send the proposals for filing SLPs in proper order and on following observations so the appropriate actions may be taken accordingly-

1. Self Contained note mentioning facts of the case.
2. Chronological sequence of events in tabular form duly flagged.
3. Rules/Policy relating to the point on which appeal is being transferred.
4. Certified copies of the various Courts orders/judgments duly flagged.
5. Grounds taken by the petitioner and respondent before various courts.
6. Legible copies of all the relevant documents and correspondences relating to the case duly flagged as A, B, C etc.
7. The details of any pending or decided matter on issue similar to the one which has been referred may also be given.
8. The question of law and the grounds on which appeal is preferred.

A copy of the above proposal may also be sent in word file (.doc format) on padcegrb@gmail.com positively.

25/04/22

(Gaurav)
Director, Civil Engineering (G)
Railway Board
[Phone: 030-47598(Rly) : 011-23307598(MTNL)]
e-mail address: dceg@rb.railnet.gov.in

द.म. रेलवे/S.C. Railway
रेलवे बोर्ड डाक
RAILWAY BOARD DAK
दिनांक: 26 APR 2022
Date:
महा प्रबंधक कार्यालय
Office of the General Manager

5/4/22 19

6-4-22

RBE No- 42/2022

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)
*****

No. E(G)2004/HO 1-2 **New Delhi dated 04 .04.2022**

The General Managers,
All Indian Railways & Production Units,
(Others: As per standard list).

AGM
PCPO, PFA
PCE

164
RB

Sub: Payment of honorarium to the Stenos engaged by the Arbitrators for the work relating to Arbitration/Arbitration award.

Ministry of Railways have considered the revision of payment of honorarium to the Stenos engaged by the Arbitrators for the secretarial work in connection with Arbitration/Arbitration award. It has been decided that the Stenos engaged for the Arbitration work/Arbitration award would be entitled to an honorarium of Rs.1000/- per case. All other conditions on this issue stipulated vide Railway Board's letter No. E(G)2004/HO 1-2 dated 21.05.2004 remain unchanged. The revised rates shall be applicable from the date of issue of this letter.

2. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

(Anita Gautam)
Executive Director/Estt.(General),
Railway Board.

No.E(G)2004/HO 1-2 **New Delhi, dated 04 .04.2022**

Copy forwarded to:
1. PFA, All Indian Railways and Production Units.
2. PED (Finance), RDSO, Lucknow.
3. Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi (copy with 46 spares).

For Member Finance/Railway Board

No.E(G)2004/HO 1-2 **New Delhi, dated 04 .04.2022**

Copy forwarded to:
1. General Secretary, IRCA, New Delhi.
2. Director General, National Academy of Indian Railways, Vadodara.
3. The Directors, IRICEN/Pune, IRIEEN/Nasik, IRIMEE/Jamalpur, IRISET/Secunderabad, IRTM/Lucknow, C-TARA/Secunderabad & JRRPF Academy, Lucknow.

PR. CE	
SECY./Pr. CE	ALL HOD'S
CPD/TMS	CPD/BW
CPD/SD	CBE
CTE	CE/MRTS
CE/G	CE/TMC
CE/P&D	CE/RC
CE/HQ	CE/TMS
CE/TSP	CE/SD
CE/TP	CE/TM
DY/CE	CE/WORKS
OS	CHOS/COORD

CE/G
7/9/22

DY/CE/S
OS/WA
- keep in relevant case file
07-04-22

(Anita Gautam)
Executive Director/Estt.(General),
Railway Board.

6/4/22

08 FEB 2022

164

NORTHERN RAILWAY

Headquarters Office
Baroda House
New Delhi

No. 63-W/0/Pt.X/Policy-WA

Dated: 24.01.2022

CAO/C, CAO/C/Co-ord., CAO/C/USBRL, PFA, PCEE, PCME, PCMD, PCPO, IG/RPF, PCE, PCMM, PCSTE, PCOM, PCSO, PCCM & CPRO.
DRM/NR-DLI, FZR, MB, LKO & UMB.
CCM/PS, CEE/ Mobility, CSTE/Plg., CME/IT, CSC/Security, CE/C/Plg., CSTE/Proj.
CPO/W/T&C, CWM/NR- JUDW, AMV-LKO, CB-LKO & ASR, CWM/Sig. W.Shop/GZB.
Dy.CMD/TA, Dy.GM/G, Dy.CPO/Const., Kashmere Gate, Delhi.
Dy.CMM/SSB, AMV-LKO & JUDW.
Chief Manager (Ptg.Press and Stny.), Punjabi Bagh, Delhi.
Dy.CE/Bridge/CB-LKO & JUC.
Principal/OGS.

Sub: Time frame to accept or challenge arbitral award made by Arbitral Tribunal.

****

It is a practice that a copy of arbitral award, as made by the Arbitral Tribunal, is either directly received by the respondent i.e. concerned officer of executive department or HQ office for sanction and releasing the payment of award well within the stipulated time frame.

Section 34 of the Arbitration and Conciliation Act specifies the time limit of three months to file objections against the arbitral award. However, it is noticed that arbitral award cases finalization are abnormally delayed, resulting in to huge interest amount payment for delay besides making the appeal time barred.

Therefore, award case should be dealt on priority to ensure timely action as per Arbitration and Conciliation Act. The final disposal to accept/challenge the arbitral award should be taken within the stipulated statutory time frame of three months.

To reduce the overall duration, following time frame should be adhered to: -

D- Date of receipt of award by Railway (Division or HQ, whichever is earlier)		
SN	**Time**	**Action to be taken**
1.	D+4 days	SS/JAG/SG/HQ level officer of executive deptt. to process the case at divisional /Workshop/EDU /HQ level and frame the specific legal queries along with the remarks and views of the executive department against each claim of the claimant. The original case file complete in all respect along with opinion of RA/Contesting RA should be forwarded to Law Brach of division/workshop/EDU/HQ level.
2	D+6 days	Legal advice of Divl. LO, CLA or concerned CLA (where LO is not posted or not available). Regarding specific legal queries raised by executive department, provide advice to department in order to augment the decision making in light of the remarks of executive department co-read with the arbitral award and extant legal provisions.

3	D+8 days	Finance concurrence of JAG/SG/HQ level officer of divisional /Workshop/EDU /HQ Finance.
4	D+10 days	Approval of DRM/CWM/HOD
5	D+12 days	Submit to HQ duly complete in all respect
6	D+14 days	To process for Finance Concurrence at HQ Level
7	D+18 days	Finance Concurrence at HQ Level
8	D+22days	To process for approval of Competent Authority according to MSOP at HQ Level
A - In case of approval to accept the Arbitral Award		
9	D+24 days	Acceptance of award to be conveyed to division for releasing the payment
10	D+27 days	Division to release the payment of arbitral award
B - In case of approval to challenge the Arbitral Award		
9	D+24 days	Challenge of award to be sent to Ministry of Law & Justice through Railway Board
10	D+26 days	Railway Board will send proposal to Ministry of Law & Justice
11	D+56 days	Ministry of Law & Justice will advise to Railway Board
12	D+60 days	Railway Board will advise to Northern Railway, Headquarters Office
B1 - In case proposal is accepted by Ministry of Law & Justice to challenge the award		
13	D+62 days	Northern Railway, Headquarters Office concerned executive department will advise to division
14	D+64 days	SS/JAG/SG/HQ level officer of executive deptt. to process the case at divisional /Workshop/EDU/HQ level
15	D+67days	Legal advice of Divl. LO, CLA or Concerned CLA (where LO is not posted or not available)
16	D+69 days	Division to challenge the arbitral award in the court
B-2 - In case proposal is not accepted by Ministry of Law & Justice to challenge the award		
13	D+62 days	Northern Railway, Headquarters Office, concerned executive department will advise to division
14	D+64 days	SS/JAG/SG/HQ level officer of executive deptt. to process the case at divisional /Workshop/EDU/HQ level
15	D+67days	Legal advice of Divl. LO, CLA or Concerned CLA (where LO is not posted or not available)
16	D+69 days	Finance concurrence of JAG/SG /HQ level officers of divisional /Workshop/EDU /HQ finance
17	D+71 days	Approval of DRM/CWM/HOD
18	D+73 days	Submit to HQ duly complete in all respect
19	D+75days	To process for Finance Concurrence at HQ Level
20	D+78 days	Finance Concurrence at HQ Level
21	D+81 days	To process for approval of Competent Authority according to MSOP at HQ Level
22	D+83days	Acceptance of award may convey to division for releasing the payment
23	D+86 days	Division to release the payment of arbitral award

29-01-2022

(Naveen Gulati)
Additional General Manager

Copy to: Secy to GM for kind information of GM

File No.NWR-HQ0ENGG(WKS)/146/2020-O/o AEN/WKS/NWR/ENGG/HQ

NORTH-WESTERN RAILWAY

Head Quarter office, NWR,
Near Jawahar Circle,
Jaipur-302017

No. HQ/w/Arb./Policy/Arbitration procedure

Dated:- 25/05/2021

All PHODs,
DRM All, BKN, JP & JU.
DGM /LAW

Sub: Arbitration – Procedure for processing arbitration cases.
Ref:- This office letter no. HQ/w/Arb./Policy/Arbitration procedure dated 21.05.2020.

Arbitration procedure issued vide above reference is hereby withdrawn. Revised procedure order is issued for implementation over NWR with immediate effect. Details of revised procedure for processing the arbitration cases are given below:-

SN	Description
1.	Contractor/claimant shall submit the demand for arbitration to GM/AGM-NWR in writing as per clause 64(1) of GCC or clause 2900 of IRS condition of contract or other condition of contract, by himself or through the authorized signatory or attorney holder. If the demand of arbitration directly submitted in the Department than a copy will be send to Secy. to AGM for kind perusal of AGM and monitoring purpose. Authorization letter for nomination of claimant representative seeking arbitration should be enclosed with the demand letter. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the railway, shall be referred to arbitration and other matters shall not be included in the reference.
2.	Secy. to AGM/NWR will monitor progress of arbitration cases through nodal/coordinating officer of concerned department. He will examine and put up the demand for arbitration (claimant's letter) to GM/AGM-NWR for his kind perusal. Thereafter, he will send the letter to the concerned PHOD and a copy of demand for arbitration will be kept in his office for record and monitoring purpose. The nodal officer of concerned department will generate ACMS (arbitration Cases Monitoring System) ID of the case and will intimate to Secy. to AGM for tracking and monitoring purpose.

	Arbitration cell of concerned department will maintain all the necessary records and will be responsible for supervising the updation and faster disposal mechanism of arbitration cases on NWR. Improvement in ACMS portal will also be suggested to FA&CAO/IT.
3.	On receipt of reference from PHOD regarding request of contractor for demand of arbitration in the matter of dispute in connection with a contract, Coordinating officer of the department shall scrutinize it at his level for period of limitation, quantification of the claims etc. and then the concerned field unit will by advised for offering their remarks in prescribed format as ***Annexure-I& II***. *If demand for arbitration is not clear then the contractor/claimant will be advised along with the reasons for clarifying the details of claims, contract agreement number, concerned executing unit etc. as the case may be.*
4.	Field units will ensure prompt reply giving Brief history of the case &full details of the contract agreement, claim wise remarks on disputes and claims and details of railways counter claims if any, along with agreement for waiver under section 12(5) and section 31-A (5) of A&C act in prescribed format as ***Annexure-XV of GCC-2019*** and the names of officers who have dealt this case in Account and Executive Department. Clear remarks regarding 'Excepted matter'* or otherwise on each claim/dispute needs to be furnished. In the first instance, detailed remarks on the contractor's disputes and claims is not necessary/desirable and general relevant remarks are adequate but the field Unit has to ensure the prompt reply within *stipulated target date i.e. 15 days of issue of letter from HQ office.* --- *All the claims/disputes for which provision has been made in clause 8, 18, 22 (5), 39, 43(2), 45(i & ii), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62 (1) i to xiii (B) of the GCC or in any clause of the 'Special Conditions' of the contract shall be deemed as Excepted Matters (EMs), which are not arbitrable.
5.	On receipt of detailed remarks from field units, Coordinating officer of the department will examine it with reference to the contractor's representations and terms of reference with claims & counter claims if any, along with Check list (***Annexure-III***) & seek the opinion of the Legal Cell, particularly when issues of law are involved i.e. limitation, no claim certificate, no agreement, request for appointment of arbitrators for second time, change of arbitrators etc.
6.	After satisfying the detailed remarks received from Executive unit, Coordinating officer will prepare comprehensive note & put up to PHOD/CHOD/HAG through concerned HOD. PHOD/CHOD/HAG will forward the above case to Addl. General Manager through Secy. to AGM with clear recommendation requesting for appointment/refusal of arbitrator. Before forwarding the above, concerned arbitration cell of department have to take note of clause ***64(1)(v) of GCC*** i.e. if contractor(s)does/do not prefer his/their Specific & Final claims in writing within a period of 90 days of receiving the intimation from the railways that final bill is ready for payment, he/they will be deemed to have waived off his claims

	&the railways shall be discharged and relieved of all liabilities under the contract in respect of these claims.
7.	If the value of claims, as submitted by contractor, is more than 20% of the value of contract then arbitration will not be a remedy for settlement of such disputes. In other words, if value of claims is less than or equal to 20% of the value of contract then only it can be referred to Arbitration. (***If this is incorporated in the 'Special conditions of contract'***) Also contractor shall not be entitled to ask for reference to arbitration before the completion of the work assigned to him as reference to arbitration to settle the disputes can be made only ONCE.
8.	A model timetable for appointment of Sole Arbitral Tribunal and three members Arbitral Tribunal is enclosed ***Annexure IV*** for guidance.
9.	**Appointment of Arbitrator:** Appointment of arbitrator shall be done in accordance to para 64.3 (a) / 64.3 (b) of GCC on works matter or para 2900 of IRS conditions of contract for supply contracts and item 27(A) of modal SOP /Part A. **GCC clause 64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:** **64.(3)(a)(i):** In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within ***60 days*** from the day when a written and valid demand for arbitration is received by General Manager.

	64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empaneled to work as Railway Arbitrator to the Contractor within ***60 days*** from the day when a written and valid demand for arbitration is received by the General Manager. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator. **64.3.(a).iii:** *The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.*
10.	**64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:** (i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

	(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within ***60 days*** from the day when a written and valid demand for arbitration is received by the General Manager. Contractor will be asked to suggest to General Manager at least ***02*** names out of the panel for appointment as Contractor's nominee within ***30 days*** from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within ***30 days*** from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.
11.	After nomination of the Arbitral Tribunal by GM/AGM, the letter of appointment will be sent to Arbitral Tribunal and Claimant and copy to Respondent & all concerned along with the 'terms of reference' containing qualified CLAIMS and COUNTER CLAIMS to be arbitrated upon. All the draft letters will be prepared by the concerned Department and will be signed by Secy.to AGM on behalf of GM/AGM.
12.	**Action to be taken if an outside arbitrator tribunal is appointed by court of law** In the event of appointment of an outside arbitrator tribunal by court of law, such appointment of arbitrator tribunal has to be challenged by preliminary objections filed within ***15 days*** of receipt of information regarding the constitution of arbitral tribunal, before the Arbitral Tribunal itself, under Sec. 12 (3) (b) of the Arbitration and Conciliation Act that the arbitral tribunal does not possess the qualification agreed to by the parties. The arbitral Tribunal shall decide the challenge, if the challenge is not successful, Railway will participate in arbitral proceedings. SLP shall be filed in higher commercial court also to challenge the appointment of outside private arbitrator on grounds of relevant clauses of GCC and contract agreement regarding appointment of arbitrator by railway itself. In case railway has appointed the arbitration tribunal, meanwhile the claimant has also approached the court for stay over this arbitration tribunal and for appointment of AT by the court, the nominated AT by Railway shall carry on with the arbitral proceedings unless and until specific stay order over proceedings is ordered by court.

13.	**Arbitral Tribunal Proceedings** From Railway's side the case is to be presented before the Arbitral Tribunal by the concerned executive officers (Respondent), if necessary, through Railway's Counsel (nominated by DGM/Law). It should be ensured that nominated Presenting officer should personally attend the hearings before the Arbitral Tribunal even if represented through the Railway Advocate/ Railway counsel. In case of Tribunal appointed by court, the case is to be represented by Railway counsel/advocate along with executive officer(s) (respondent) of the unit concerned.
14.	Railway should file objections under ***Section 16(2) & (3)*** of the Act with regard to jurisdiction whenever the following grounds appear to be there: (i) Excepted matters of GCC. (ii) Claims are barred by limitation. (iii) Claimant earlier submitted no claim certificate. Claims are beyond the terms of the agreement. The petition under ***section 16 (2) & (3)*** of A&C Act has to be filed prior to filing reply statement against claims before the tribunal, whether departmental or outsider, even if it is felt remotely that some/all claims fall under any of the above grounds.
15.	Railway shall submit its defense statement and counter claim(s), if any, within a period of ***60 days*** on receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal. The defense statement and counter claims to be filed before Arbitral Tribunal must have Associate Finance vetting. *No new claim can be added during proceedings by any party. However, a party can amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by the tribunal.*
16.	As the provision of ***Clause 16.3 of GCC***, no interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract but Government Securities deposited in terms ***of sub clause 16. (4) (b)***of this clause will be payable with interest accrued thereon. In case, if the claim of the contractor includes claim of interest, the provision of ***Clause 64.5***, (as per which when the Arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made) has to be submitted before the arbitral tribunal in writing in the defense statement and also to be pleaded with the tribunal while defending the case by Railway. Anything which is felt to be beyond the jurisdiction of arbitration as above, must be stated as objection before arbitral tribunal without any delay otherwise it shall be deemed to have waived off his right to so object under ***section 4 of A& C Act,1996 (Amendment Act, 2019)***.

17.	**Time limit for arbitral award:** (i) As per section 23 (4) of A&C amendment Act 2019, the statement of claim and defense under this section shall be completed within a period of six months from date of arbitrator or all the arbitrators as the case may be, received in writing of their appointment. (ii) If the award is made within a period of six months from the date the Arbitral Tribunal enters upon the reference, the arbitral tribunal shall be entitled to receive such amount of additional fees as the parties may agree (iii) The Parties may, by consent extend the period specified in above (ii) for the making award for a further period not exceeding six months. (iv) If the award is not made within the period specified in above (ii) or the extended period specified under above (iv), the mandate of the arbitrator (s) shall terminate unless the court has extended the period either prior to or after the expiry of the period so specified.
18.	**Re-nomination of the arbitration tribunal:** (i) If one or more arbitrator of the Arbitration Tribunal resign or refuses to act as arbitrator, the case shall be processed for re-nomination in same manner as earlier arbitrator tribunal had been appointed. However, to deal with old cases of arbitration especially those prior to A&C act (amended) 2019.RB letter no. 2016/CE(I)/CT/Arb)/3 (Niti aayog)/Pt II dated 31.01.2017 issued by railway board regarding modus operandi for switching over to the A&C act amended 2019 based on recommendation of the Niti aayog should be followed. (ii) In case the complete panel of AT is being changed due to transfer/retirement or resignation of arbitrator, permission for granting to deal with old cases of arbitration as per new A&C Act clause lies with AGM as per note 2 of item 27 (A) of SOP part A.
19.	**Correspondence with Arbitrator :** (i) Correspondence with the arbitrator shall be made through the Secy. to AGM on behalf of GM/AGM. He will call the files directly from concerned Department Coordinator Officer for giving any instructions or making any correspondence with Arbitrator/Respondent. (ii) Responsibility of monitoring the arbitration cases lies with Arbitration Cell of AGM as well as Department Coordinating Officer. (iii) Secy. to AGM will remain in touch with the Arbitrators for the faster disposal of the arbitration cases and will also ensure to the keep the ACMS system updated especially address, contact no, status of hearing etc.

20.	**Delivery of copy of award to parties:** When a copy of the signed award is not delivered to the party itself, it would not amount to compliance with the provisions of sub-section (5) of section 31 of the Act. Proper compliance with sub-section (5) of section 31 would mean delivery of a signed copy of the arbitral award on the party itself. Which gives the party concerned the right to proceed under sub-section (3) of section 34.
21.	**Arbitral Award** On receipt of the Arbitral award, coordinating officer of the department will send it to concerned field unit (respondent) for para wise remarks on it. Field unit will specifically narrate the reasons para wise for acceptance or rejection of the award. This should be supported by the evidence and arguments put forth during the arbitration proceedings vis-a-vis contract agreement provisions (including GCC) and excepted matters. The arbitral award shall be dealt as per item 27 (B) of SOP part A read with notes. On receipt of award, respondent to check it for any computational errors, typographical or clerical error or any other error of similar nature in that award and apply to the tribunal within ***30 days*** of receipt of award under ***section 33 of Arbitration Act.*** Remarks received from the field units will be scrutinized by the coordinating officer and put up to concerned PHOD/CHOD/HOD for his decision for satisfying the award or to challenge the award. Arbitration award satisfying proposal should contain the details as per Annexure– V. If arbitration award is to be challenged, then the proposal should contain details as Annexure - VI.
22.	Thereafter the award will be processed to legal cell/DGM/Law as per merits of the case, for legal opinion. (a) If the award is to be satisfied in the opinion of PHOD/CHOD/HOD and legal cell/DGM/Law, then award will be processed for finance vetting. After finance vetting, the award is to be put up to competent authority for sanction. Thereafter a memorandum of sanction will be issued by Coordinating officer to the concerned field unit for implementation of the award within the time limit prescribed by the arbitrator(s) or within ***60 days*** from the date of publishing the award whichever is earlier. However, A No claim certificate and acceptance of award without any reservation will be obtained from the contractor.

	(b) If the award is to be challenged partially or fully in the opinion of legal cell/DGM (LAW), coordinating officer & HOD then the award will be put up for administrative approval of PHOD/CHOD to challenge the award. All this process is to be completed within2 months (60 days) of receipt of the Award. Application for setting aside the award shall be filed in the ***"Court"*** within the time limit of 3 months (from the date of receipt of award) stipulated in the A&C Act. 1996 ***(Sub Sec. 3 of Sec. 34 Chapter VII).If*** no such action is taken within prescribed time limit , the award itself will become the decree of the court. Thereafter, the field units will be advised to challenge the award along with nomination of advocate by HQ office. Field unit will file the application for setting aside the arbitral award before Commercial court of district and should monitor the court proceedings closely to get it decided in favor of railways by timely providing the documents evidence/written statements etc.
23.	The standard operating procedure order (SOP) for release of payment towards the arbitral award in case of challenge of the award has been issued Railway Board vide letter no.2016/CE-I/CT/Arb/3 (Niti Aayog)/Pt dated 08.03.2017 & 05.05.2020, regarding the Railways obligation to pay 75% of payment amount as the laid down guideline & SOP.
24.	**Arbitration Fees :** (i) Arbitration fees to the serving / retired railway officer shall be paid as per the railway board letter issued from time to time or as agreed by both parties on commencement of arbitration hearing. (ii) For paying the arbitration fee, respondent shall submit the details as per the Railway Board letter. (iii) Arbitration fee to the outside arbitrator nominated by Hon'ble high court is generally decided by the court itself along with the order of appointment of the arbitrator. In case the fee is not mentioned in the order, the payable fee shall be conveyed to the outside arbitrator in consultation with the legal cell/ DGM LAW, well at initial stage i.e. commencement of arbitral proceedings by the outside arbitrator (s). (iv) Fee shall be processed & got sanctioned for payment as per SOP Para 36. Details in Annexure V, VI is required to be submitted along with the fee proposal.
25.	**Preserving the arbitration Document:** (i) Arbitrator tribunal (appointed by Railway or Court) shall hand over the file with original award, order sheets/minutes of meeting/ orders of all hearings, all letters / correspondences, any other relevant document etc. in sealed cover addressed to GM/AGM (with kind attention to Secy. to AGM) within 45 days of issue of award. Thereafter, Secy. to AGM will hand over the Arbitrator Tribunal's file to nodal/coordinator officer of the department. Concerned department will ask Arbitrator tribunal to submit all relevant documents through Secy. to AGM, if not received within 45 days of date of award.

	(ii) Arbitration cell of concerned department (in HQ) will keep these Arbitrator Tribunal's files and departmental arbitration office files in safe custody as per the GOI circular in this regard. These files are important document and required to be produced in court cases as and when required.
26.	**ACMS updation :** **(i)** The nodal/ coordinator officer of the department is will ensure updation in ACMS. Respondent will also update their part entry in ACMS. **(ii)** ACMS ID will be generated by the AGM Arbitration cell or officer of the department on receipt of arbitration demand from the claimant. After finalization/publication of the award, ACMS ID and details of case should not be deleted from ACMS web application and may be shown as case completed. If award is challenged in the Court, remarks may be entered in ACMS with LIMBS number, Name of Court & Name of Advocate etc. **(iii)** secy. to AGM.ACMS should indicate the date of demand for arbitration, date of appointment of AT, last date of hearing etc. on the front page and it will not be editable except by the IT cell. Provision for re-nomination, change from sole arbitrator to arbitrator tribunal or vice versa should be available on ACMS. **(iv)** FA&CAO/ IT will arrange to improvement in the ACMS web application based on suggestions from users/department through PHODs.

These issues with the approval of AGM/NWR

Signed by Surendra Kumar Bansal
Date: 25-05-2021 15:44:01
Reason: Approved

(Surendra Kumar Bansal)
Chief Project Director/SD
NW Railway, Jaipur

Copy to:- Secy. to AGM/NWR for kind information of AGM please.

Proforma in which information is required from Division/Respondent for appointment of Arbitral Tribunal/Sole Arbitrator.

ANNEXURE – I

1	Name of work	
2	Name of contractor	
3	Contract Agreement No. & Date	
4	Copy of contract agreement of the work.	
5	Contract Signing Authority	
6	Contract accepted on	Date-
7	Cost of work as per contract agreement	Rs.-
8	Date of completion:	
	(i) As per Work Order.	
	(ii) Actual	
9	Contract extended (if any) with or without L.D.	
10	Date of final measurement. If not, advise reason and action taken	
11	Was the contractor intimated that his final bill is ready for signature / payment?	Yes / No
12/i	if yes, mention date of information to the contractor about readiness of final bill ?	Date-
12/ii	if no, what is reason and action taken?	
13	Date of payment of final bill	
14	Date of refund of S. D. , P.G. etc.	
15	Whether the contract is completed / terminated/ in progress ?	
15/i	If contract is rescinded, date of rescinded of contract	Date-
16	Whether the balance work has been carried out at the risk and cost.	Yes / No
16/i	If yes, what is amount of balance work carried out ?	Rs.-
19	Contractor's latest Address.	
20	Mention year of edition of GCC followed in the contract.	
21	Back ground of dispute in brief & point wise-:	
22	Para wise & claim wise detailed remarks on the contractors' representation with clearly indicating " excepted matter "or otherwise.	Annexure no.
23	Total amount of claims demanded by contractor?	Rs. -
24	Railways counter claims (if any) bringing out all direct and indirect losses?	Rs. -
25	Copies of all relevant important correspondence made by the division with contractor.	Annexure no.-

ANNEXURE – II

1.0	Whether Mandatory conciliation process has been completed?	Yes / No
1.1	If yes, submit the outcome report.	Ref-
2.0	Whether any of the claims preferred are beyond scope of the agreement/LOA ?	Yes / No
2.1	If yes, submit details of same	Ref-
3.0	Copy of agreement shall be submitted	Ref-
4.0	Whether arbitration agreement (GCC) was part of Contract agreement	Yes / No
5.0	Whether all claims which were part of initial dispute are itemized or not, and if any omission, reason if any may be given	
6.0	Whether any payment already made in full/part towards any of the claim	Yes / No
6.1	If yes, submit details	Ref-
7.0	Whether total value of claims of contractor is less or equal to 20% of contract value?	Yes / No
7.1	If the total value of claims of contractor is more than 20% of contract value, what is % of the claim amount w.r.t. contract agreement amount?	%
8.0	Whether all items referred in claims for appointment of arbitration were included in his representation submitted earlier to Railway to resolve his disputes/differences?	Yes / No
8.1	If no, mention item/s of contractor's claim which were not included in his initial representation to resolve the disputes.	Item no.-
9.0	Whether agreement towards waiver under section **12(5)** and section **31A (5)** of arbitration and conciliation(amendment) Act enclosed	Yes / No
10.0	Any other information, which you want to add here..	Annexure no.-
11.0	Officers who have dealt this case -	

(a) In administrative office : Sr. DEN / DEN	Name of officer working at that time of contract/agreement.	Name of officer presently working
(b) In field office, ADEN		
(c) Sr. DFM/DFM, All		

Annexure-III

CHECK LIST FOR APPOINTMENT OF ARBITRAL TRIBUNAL

1.	Whether the demand for arbitration is barred by Limitation (i) Whether arbitration claim has been raised after 120 days of letter and before 180 days (Clause 64(1)(i) of GCC.) (ii) Whether the contractor has preferred its specific and final claim in writing within 90 days of receiving the intimation of final bill being ready for payment. (Clause 64(1)(v) of GCC.	 Yes/No Yes/No
2.	Whether the demand for arbitration specifies the amount of claim item wise.	Yes/No
5.	Whether counter claim/ set off given by Railway was obtained against valid demand for arbitration (clause 64(1) (iii) (c) of GCC).	Yes/No
6.	Whether the claims included are a part of 'excepted matters' as detailed in clause 63 of GCC.	Yes/No
7.	Whether the names of the officers who have dealt with the matter, have been mentioned.	Yes/No
8.	Whether only issue specified in the demand for arbitration are included.	Yes/No
9.	Whether all demands for counter claims/set off given by railway are included in the arbitration reference.	Yes/No
10.	Whether total value of claim has been correctly calculated.	Yes/No
11	Whether agreement towards waiver under section **12(5)** and section **31A (5)** of arbitration and conciliation(amendment) Act has been obtained.	Yes/No
12.	Whether the appointment of Arbitral Tribunal is within **60+30+30 days**, if not reason thereof (Clause 64(3)(a)(ii), 64(3)(b)(i & ii) of GCC).	Yes/No
13.	Whether a panel of more than 4 names of Gazetted Railway Officers have been sent to the contractor for suggesting contractor's nominee.	Yes/No
14.	Whether names of officers panel sent for contractor nominee was received back from the contractor within 30 days from the date of dispatch of panel from Railways (Clause 64(3)(a)(ii), 64(3)(b)(i & ii) of GCC).	Yes/No
15.	To see that out of the three members one is from Accounts.	Yes/No.

Annexure-IV

MODEL TIME TABLE FOR APPOINTMENT OF ARBITRAL TRIBUNAL

S.No.	Details	No. of days
01	Contractors Claims letter for arbitration received in AGM arbitration cell.	D
02	Contractors Claim letter for Arbitration from AGM Office to PHOD.(*After making Initial & one-time information in 'REGISTRATION' form of ACMS by Secy. to AGM*).	D+03
03	After Preliminary examination, Coordinating officer of department to advise Field Units to offer remarks on the contractor's claim, counter claim any, waiver under section 12(5) and section 31-A (5) of A&C act.	D+07
04	Field units to offer remarks on contractor's claims along with other relevant information to Coordinating officer of department including counter claims, if any.	D+ 25
05	To examine the information received from field units by Coordinating officer and process for Legal advice as the case may be	D+30
06	Coordinating officer to process the case for appointment of Arbitral Tribunal with PHOD/CHOD recommendations to Secy. to AGM.	D+50
07	**Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off (GCC clause 64. (3) (a) :**	
07(a)	***Sole Arbitral Tribunal (claims are up to 1.0 crore)***	
(i)	Secy. to AGM to arrange to appoint Sole Arbitral Tribunal (not below JAG) with AGM approval	D+55
(ii)	Secy. to AGM will issue Arbitral Tribunal appointment letter containing the claims and counter claims of parties of either side and send the file coordinating officer.	Within 60 days from the date of receipt of written and valid demand for arbitration
7(b)	**3 Members Arbitral Tribunal (claims are more than 1.0 crore)**	
(i)	Secy. to AGM to arrange a panel of more than 04 officers (not below JAG or retired SAG) as approved by AGM and dispatch the letter to contractor to suggest at least 02 names from the panel.	Within 60 days from the date of receipt of written and valid demand for arbitration
(ii)	Contractor to suggest up to 02 names as contractor's nominee to AGM	Within 30 Days from the date of dispatch of the request by Railway
(iii)	AGM shall appoint at least one out of them as contractor's nominee and will, also simultaneously appoint the balance 02 number of arbitrator's either from panel or from outside the panel, duly indicating the 'presiding' arbitrator from amongst the 03 arbitrators, one of them shall be from account department.	Within 30 days from the date of receipt of the names of Contractors' nominee(s).

(iv)	Secy. to AGM will issue Arbitral Tribunal appointment letter containing the claims and counter claims of parties of either side for issue and send the file to coordinating officer.	Within 120 days from the date of receipt of written and valid demand for arbitration
08	**Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has not been waived off (GCC clause 64. (3) (b) :**	
08(a)	***Sole Arbitral Tribunal (claims are up to 50 Lakh)***	
(i)	Secy. to AGM to arrange a panel of atleast 04 number of retired railway officers (not below SAG) as approved by AGM and dispatch the letter to contractor to suggest at least 2 names from the panel.	Within 60 days from the date of receipt of written and valid demand for arbitration
(ii)	Contractor to suggest up to 02 names as contractor's nominee to AGM	Within 30 Days from the date of dispatch of the request by Railway
(iii)	AGM shall appoint at least one out of them as contractor's nominee	Within 30 days from the date of receipt of the names of Contractors' nominee(s).
(iv)	Secy. to AGM will issue Arbitral Tribunal appointment letter containing the claims and counter claims of parties of either side for issue and send the file to coordinating officer.	Within 120 days from the date of receipt of written and valid demand for arbitration
08(b)	**3 Members Arbitral Tribunal (claims are more than 50 lakhs)**	
(i)	Secy. to AGM to arrange a panel of more than 04 number retired railway officers (not below SAG) as approved by AGM and dispatch the letter to contractor to suggest at least 02 names from the panel.	Within 60 days from the date of receipt of written and valid demand for arbitration
(ii)	Contractor to suggest up to 02 names as contractor's nominee to AGM	Within 30 Days from the date of dispatch of the request by Railway
(ii)	AGM shall appoint at least one out of them as contractor's nominee and will, also simultaneously appoint the balance 02 number of arbitrator's either from panel or from outside the panel, duly indicating the 'presiding' arbitrator from amongst the 03 arbitrators, one of them shall be from account department.	Within 30 days from the date of receipt of the names of Contractors' nominee(s).
(iii)	Secy. to AGM will issue Arbitral Tribunal appointment letter containing the claims and counter claims of parties of either side for issue and send the file to coordinating officer.	Within 120 days from the date of receipt of written and valid demand for arbitration

Annexure – V

PAYMENT OF ARBITRATION AWARD OR FEE TO ARBITRATOR(S)

Proposal for payment of arbitration award or fee to arbitrator(s) shall contain the following details:-

SN	Description	SN
i.	Brief history of the case.	
ii.	Date of appointment of arbitrator.	
iii.	Arbitrator appointment by (AGM/Hon'ble court).	
iv.	Numbers and dates of hearings held.	
v.	Copy of minutes of arbitral proceeding.	
vi.	Copy of award or copy of certificate of arbitrator that award has been finalized and signed and ready to publish immediately after payment of arbitration fee by both the parties.	
vii.	SOP under which sanction required.	
viii.	Details calculation of fee and its rules.	
ix.	Administrative remarks/approval (with vetting of associate finance in case of private arbitrator).	

Annexure – VI

CHALLENGE OF AWARD

Proposal for challenge of arbitration award or fee to arbitrator(s) shall contain the following details:-

SN	Description	SN
i.	Brief history of the case.	
ii.	Date of appointment of arbitrator.	
iii.	Arbitrator appointment by (AGM/Hon'ble court).	
iv.	Numbers and dates of hearings held.	
v.	Copy of minutes of arbitral proceeding.	
vi.	Copy of award or copy of certificate of arbitrator that award has been finalized and signed and ready to publish immediately after payment of arbitration fee by both the parties.	
vii.	The report should contain – claim wise reason for rejection supported by evidence/ documentary proof and arguments put forth during the arbitration proceeding viz a viz contract agreement provisions (including GCC), excepted matters, court orders etc.	
viii.	SOP under which sanction required.	
ix.	Details calculation of fee and its rules (in case fee is challenged)	
x.	Administrative remarks/approval (with vetting of associate finance in case of private arbitrator).	

****

भारत सरकार Government Of India

रेल मंत्रालय Ministry Of Railways

(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main New Delhi, dated 09.04.2021

To,

As per list attached.

Sub: Fee and Emoluments to Arbitrators

1. Railway Board vide letter No. 2009/CE-I/CT/14/Main, dated 01.04.2019 has circulated the instruction regarding fee and emoluments payable to arbitrators. Item No. 1 of above letter is reproduced below :

   *"Retired Railway Officer while working as an Arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter claims subject to minimum of Rs 40,000 per case per arbitrator and maximum of Rs 1,50,000 per case per arbitrator. **In cases, when award is made within six months from the date the arbitration tribunal enters into reference, Arbitrator will be entitled for a fee equal to 1.5% of the total claims, including the counter claims subject to minimum of Rs 40,000 per case per arbitrator and maximum of Rs 2,25,000 per case per arbitrator.**"*

2. One of the Zonal Railways has sought clarification whether lock down period from 25.03.2020 to 31.05.2020 shall be excluded or not for working out 50% additional arbitration fee if award is published within six months.

3. The issue has been examined in consultation with Finance & Legal Directorate of Railway Board. It has been decided by Board (MI, MF) that the period from 25.03.2020 to 31.05.2020 would be excluded while working out time limit prescribed for different actions during arbitration proceedings, including working out time taken for publishing of award and corresponding payment of 50% additional fee to Arbitrators.

4. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
09.04.21
(प्रेम सागर गुप्ता)
कार्यपालक निदेशक सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Rly No. 030-44803, MTNL No.-011-23383379]
e-mail address :edceg@rb.railnet.gov.in

No. 2009/CE-I/CT/14/Main New Delhi, dated 09.04.2021

Copy forwarded for information to:

(i) The PFAs, All Indian Railways

(ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

For Member Finance

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee New Delhi, dated 31.12.2020

To,
As per list attached.

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrators
Ref: Railway Board's letter No. 2009/CE-I/CT/14/Main, dated 01.04.2019, 04.09.2019 and 02.01.2020

1. Railway Board vide letter under reference has issued instructions regarding fee and other emoluments payable to retired railway officers working as arbitrators.

2. A clarification has been sought regarding fee and emoluments payable to arbitrators for following conditions:
   a. If contractor does not pay his share of fee.
   b. If arbitration proceedings are terminated or withdrawn by parties.

3. The issue has been examined and in continuation to Railway Board's letters under reference above, following has been decided by Board (MI, MF):
   i. In case contractor does not pay his share of fee and if dues of contractor are available with Railways, Railways shall pay the arbitration fee share of contractor to Arbitrator/s, if requested by the Arbitrator/s in writing, duly deducting the same from the contractor's dues.

   ii. In case arbitration proceedings are terminated or withdrawn by the parties before publication of award, the payment @ Rs 4000 per sitting of 2 hrs or more to each Arbitrator shall be made subject to maximum amount payable as per fee structure issued vide letter No. 2009/CE-I/CT/14/Main, dated 01.04.2019.

4. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
31.12.20
(प्रेम सागर गुप्ता)
कार्यकारी निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803(Rly) : 011-23383379(MTNL)]

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee New Delhi, dated 31.12.2020

Copy forwarded for information to :
1. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi
2. The PFAs, all Indian Railways

For Member Finance

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2020/CE-I/CT/ARB/2E

New Delhi, dated 08.12.2020

To,
As per list attached.

Sub: Arbitration Hearing through Video Conferencing
Ref: EC Railway letter No ECR/ADM/ARB/Policy/001, dated 03.09.2020

1. One of the Zonal Railways has sought clarification regarding conducting Arbitration meeting through Video Conferencing.

2. The issue has been examined in consultation with Legal Directorate of Railway Board.

3. The section 19 & 20 of the Arbitration and Conciliation Act, 1996, are reproduced below:

CHAPTER V Conduct of arbitral proceedings

19. Determination of rules of procedure.—

(1) The arbitral tribunal shall not be bound by the Code of Civil Procedure, 1908 (5 of 1908) or the Indian Evidence Act, 1872 (1 of 1872).

(2) Subject to this Part, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting its proceedings.

(3) Failing any agreement referred to in sub-section (2), the arbitral tribunal may, subject to this Part, conduct the proceedings in the manner it considers appropriate.

(4) The power of the arbitral tribunal under sub-section (3) includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

20. Place of arbitration —

(1) The parties are free to agree on the place of arbitration.

(2) Failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.

(3) Notwithstanding sub-section (1) or sub-section (2), the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.

4. The above clearly indicates that the arbitration tribunal has the liberty to decide about the **procedure, place and manner** in which it has to conduct its proceedings.

Prem Sagar
08.12.2020
(प्रेम सागर गुप्ता)
कार्यकारी निदेशक सिविल इंजी. (जी)/रेलवे बोर्ड
[Phone: 030-44803(Rly) : 011-23383379(MTNL)]

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2016/CE-I/CT/ARB/3(Niti Aayog)/Pt

New Delhi, dated 05.05.2020

To,
As per-list attached.

Sub-Measures to revive the Construction Sector

Ref- (i) Board's letter of even number dated 08.11.2016
(ii) Board's letter of even number dated 08.03.2017–SOP reg.
(iii) NITI Aayog's O.M.No.N-14070/14/2016-PPPAU dated 28.11.2019 (copy enclosed)

1. NITI Aayog vide its Office Memorandum under reference (iii), has conveyed the decision taken by the Cabinet Committee on Economic Affairs (CCEA) regarding the 'Measures to revive the Construction Sector' for effective implementation of CCEA's decision dated 31.08.2016. These measures include provisions related to arbitration and Arbitration Award such as;

(i) With respect to arbitral awards decided in favour of the contractors/ concessionaires, the concerned Government Entity will take the decision to initiate proceedings for setting aside of the arbitral award, and any appeal(s) thereto, with the opinion of a Law Officer-Attorney-General for India / the Solicitor-General for India / the Additional Solicitor-General for India–in consultation with the Department of Legal Affairs ("DOLA") at the Ministry of Law & Justice as per the procedure laid down in this respect. DOLA is to ensure that the aforementioned process of soliciting and communication the opinion of Law Officer to the concerned Government Entity is completed within 30 (thirty) days of the receipt of request.

(ii) In cases where the Government Entity has challenged the arbitral award, and, as a result, the amount of the arbitral award has not been paid, 75% of such award will be paid by the Government Entity to the contractor / concessionaire against a bank guarantee only for the said 75% and not for its interest component. With respect to the interest payable to the Government Entity, should the subsequent court order require refund of the said 75%, payment of the same will be as per the court order, non-compliance of which by the contractor / concessionaire would be a contempt of court. And, the concerned Government Entity

will have the right to recover the said interest by way of legal / judicial remedies. In cases where bank guarantee for the interest component has already been submitted by the contractor / concessionaire, the same will be returned by the concerned Government Entity. Should the court order prescribe a rate of interest, the same will prevail.

2. All concerned are advised to ensure compliance to above decision of CCEA.

3. This issues with the concurrence of Finance Dte. of Ministry of Railways.

DA: as above

05/05/2020
(गौरव)

निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड

[Phone: 030-47598(Rly) : 011-23047598(MTNL)]

No. 2016/CE-I/CT/ARB/3(Niti Aayog)/Pt. New Delhi, dated 5th May, 2020

Copy forwarded for information to :

(i) FA&CAOs, All Indian Railways.

(ii) The Dy. Comptroller and Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi

DCC

For Financial Commissioner / Railways

भारत सरकार (Government of India)
रेल मंत्रालय (Ministry of Railways)
रेलवे बोर्ड (Railway Board)

No. 2009/CE-I/CT/14/Main **New Delhi, dated 02.01.2020**

To,
As per list attached

Sub:Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrators in Standing Arbitral Tribunal

Ref: Railway Board's Letters No. 2009/CE-1/CT/14/Main dated 01.04.2019 and 04.09.2019

1. Railway Board vide letters under reference has issued instructions regarding fee and other emoluments payable to retired railway officers working as arbitrators.

2. In '*Standard Engineering, Procurement and Construction (EPC) Agreement for Railway Projects*', issued by railway Board vide letter No. 2018/CE-I/CT/36-EPC Contract Policy dated 29.10.2019 & 15.11.2019, Standing Arbitral Tribunal' is to be nominated for adjudicating the disputes arising in the contract during execution of work.

3. It has been decided by Board (ME, FC) to pay the following arbitration fee to each arbitrator of 'Standing Arbitral Tribunal':

(i) A lump sum fee of Rs 4,000 per sitting per day of 2 hrs or more is payable to each arbitrator subject to maximum of Rs 24,000 for each half yearly claim. In case lump sum claims are received for period exceeding 6 months & up to 2 years, upper limit will be Rs 32,000 and if claims are received for period of more than 2 years, upper limit will be Rs 40,000.

Prem Sagar
02.01.2020

(ii) Arbitration fee of Rs 25,000 is payable on final award for each arbitrator per half yearly claim or per consolidated claims for period exceeding 6 months & up to 2 years or per consolidated claims for more than 2 years.

(iii) Every member in the Standing Arbitration Tribunal will be entitled to the same fee.

4. Arbitrators shall also be entitled for all other emoluments as per Railway Board's Letter No. 2009/CE-1/CT/14/Main dated 01.04.2019 and 04.09.2019 to the extent applicable.

Prem Sagar
02.01.2020

(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड

[Phone: 030-44803(Rly): 011-23383379(MTNL)]

No. 2009/CE-I/CT/14/Main **New Delhi, dated 02.01.2020**

Copy forwarded for information to:

1. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.
2. The PFAs, All Indian Railways

For Financial Commissioner/Railways

RECEIVED 11/09/19 PR. CE'S OFFICE

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main New Delhi, dated 04.09.2019

As per list attached

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)- reg.

Ref: Railway Board's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019

1. In partial modification to Railway Board's letter under reference, Board (ME & FC) have approved to modify Para 2(iv) & Note (iii) (for items 1 to 3) of the said letter and to introduce Para 2(v). The modified Para 2 and Notes (for items 1 to 3) of the letter under reference shall be read as under:

Item 2 of the Board's letter under reference:

(i) Conveyance Allowance: Arbitrator shall be paid conveyance charges towards their local conveyance within the city, where arbitration meeting has been fixed. It shall be paid @ Rs. 1500/- per day for the days of arbitration meetings only.

(ii) Daily Allowance: Arbitrator shall be paid a daily allowance @ Rs. 1200/- per day for the days of arbitration meetings. However, when Arbitrator undertakes any site visit for inspection etc., Arbitrator shall be entitled for normal TA/DA as per their position prior to retirement. Further, in case after holding the arbitration meeting, Arbitrator proceeds for site visit on the same day or vice-versa, he shall be entitled for daily allowance @ Rs. 1200/- per day only and no other TA/DA for site visit for that day shall be payable.

(iii) Refreshment Allowance: The presiding Arbitrator shall be paid refreshment allowance @ Rs. 200/- per meeting day.

(iv) Miscellaneous Expenses: The Retired Railway officer working as presiding Arbitrator shall be paid Rs. 1000/- per case for expenditure incurred on fax, postage etc.

(v) Stamp Duty Charges: The retired Railway officer working as Presiding Officer shall be paid Stamp Duty Charges as per actual.

Notes (for Item 1 to 3) of the Board's letter under reference:

i. All the payments mentioned above shall be borne equally by both the parties i.e. the claimant and the respondent.

ii. All the payments except arbitration fee shall be paid as and when asked by the arbitrator.

iii. The arbitration fee shall be paid to arbitrator(s) after publishing of award. However, the arbitration fee can be given before publishing the award on the

All HOD	
CTE	
CE/P&D	
CE/G	
CE/HQ	
CE/TSP	
OS/WA	

request of the Presiding Arbitrator, if the presiding arbitrator confirms that Arbitral Award has been finalized and signed by the Arbitral Tribunal, and the Tribunal is in the position to publish the award immediately after payment of arbitration fee by both the parties.

2. **The Changes mentioned in Item 2(iv), 2(v) above and Note (iii) above shall be applicable for all ongoing arbitration cases also.**

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge the receipt.

अनिल कुमार 04/9/19

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 011-23047598; Rly no. 47598]

No. 2009/CE-I/CT/14/Main **New Delhi, dated 04.09.2019**

Copy forwarded for information to:

(i) PFAs, All Indian Railways.
(ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2019/Trans Cell/S&T/Suggestions from GMs Dated: 02.09.2019

The General Manager, All Indian Railways/PUs, NF(Con), CORE
The DG/RDSO/Lucknow, DG/NAIR/Vadodara
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela, CAO/IROAF

Sub: Remuneration to Railway Officers acting as Arbitrators.

Ref:
1. **Railway Board's letter no. E(G) 2010 HO 1/20 dated 11.09.2010.**
2. **Railway Board's letter no. E(G)2004 HO1-2 dated 24.02.2004.**
3. **GM/SR's Letter No. G.203/P/SOP/CRB dated 31.01.2019.**

With reference to GM/SR's letter at (3) above and Board's letter at (1) above, Board (FC & CRB) have approved the following:

1. Enhancing the honorarium paid to Railway Servants appointed to act as Arbitrator from Rs 500/- per day to Rs 1000/- per day and from Rs 250/- per half day to Rs 500/- per half day subject to a maximum of Rs 20,000/- per case.

2. Other extant instructions/guidelines issued from Board on the subject remains unchanged or as modified from time to time.

This issues with the concurrence of Associate Finance of Transformation Cell of Railway Board.

Kindly acknowledge the receipt and ensure compliance.

02.09.19
(Umesh Balonda)
Executive Director/S&T
Transformation Cell

No. 2019/Trans Cell/S&T/Suggestions from GMs Dated: 02.09.2019

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways

(Sanjeeb Kumar)
Executive Director Accounts
Transformation Cell

Copy: As per list attached.

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main **New Delhi, dated 02.08.2019**

General Manager,
East Central Railway,
Hajipur.

Sub:- Payment of Arbitration Fee to Retired Railway Officers

Ref:- (i) ECR letter No. ECR/CAO/CON/WT/Arbn./Policy/63, dt. 01.01.19
(ii) ECR letter No. ECR/ADM/ARB/Policy/001, dated 11.02.2019

ECR vide letters under reference has sought clarification whether the arbitration fee as per 'THE FOURTH SCHEDULE' of 'The Arbitration & Conciliation (Amendment) Act-2015', as sometimes claimed by retired railway officers appointed by Railways as arbitrator(s) is payable or the arbitrator is entitled only for fee fixed by Railway Board from time to time.

The issue has been examined in consultation with Legal Advisor and Finance Directorate of Railway Board. It is reiterated that fixing of fees and emoluments payable to retired railway officers appointed by Railways to act as arbitrator(s) is well within the powers of the Railway Administration. Accordingly, the fees and emoluments payable to arbitrator shall be as fixed vide Railway Board's letter No. 2009/CE-I/CT/14/Main, dated 01.04.2019 and its subsequent amendments.

(अनिल कुमार)
निदेशक सिविल इंजी. (जी)/रेलवे बोर्ड
[Phone: 030-47598(Rly): 011-23047598(MTNL)]

Copy to: As per list attached.

25/6A: For record

रजिस्ट्री सं० डी० एल०—(एन)04/0007/2003—19 REGISTERED NO. DL—(N)04/0007/2003—19

भारत का राजपत्र
The Gazette of India

असाधारण
EXTRAORDINARY
भाग II — खण्ड 1
PART II — Section 1
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 36] नई दिल्ली, शुक्रवार, जुलाई 26, 2019/श्रावण 4, 1941 (शक)
No. 36] NEW DELHI, FRIDAY, JULY 26, 2019/SHRAVANA 4, 1941 (SAKA)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE
(Legislative Department)

New Delhi, the 26th July, 2019/Shravana 4, 1941 (Saka)

The following Act of Parliament received the assent of the President on the 26th July, 2019, and is hereby published for general information:—

THE NEW DELHI INTERNATIONAL ARBITRATION CENTRE ACT, 2019

No. 17 OF 2019

[*26th July, 2019.*]

An Act to provide for the establishment and incorporation of the New Delhi International Arbitration Centre for the purpose of creating an independent and autonomous regime for institutionalised arbitration and for acquisition and transfer of the undertakings of the International Centre for Alternative Dispute Resolution and to vest such undertakings in the New Delhi International Arbitration Centre for the better management of arbitration so as to make it a hub for institutional arbitration and to declare the New Delhi International Arbitration Centre to be an institution of national importance and for matters connected therewith or incidental thereto.

WHEREAS dispute resolution process has a huge impact on the Indian economy and global perception on doing business in our country and it has become necessary to inspire confidence and credibility among the litigants of commercial disputes;

AND WHEREAS rapidly changing economic activity demands expeditious settlement of disputes and creation and establishment of institutional arbitration;

AND WHEREAS the International Centre for Alternative Dispute Resolution was set up in the year 1995, under the aegis of the Central Government and registered under the Societies

Registration Act, 1860, with the objective of promoting alternative dispute resolution mechanism and providing facilities for the same; 21 of 1860.

AND WHEREAS the International Centre for Alternative Dispute Resolution has received land and substantial funding by way of grants and other benefits from the Central Government for constructing infrastructure and making other facilities;

AND WHEREAS the International Centre for Alternative Dispute Resolution has not been able to actively engage and embrace developments in the arbitration ecosystem and to create a reputation par excellence keeping pace with the dynamic nature of arbitration over more than two decades;

AND WHEREAS studies conducted by the High Level Committee appointed by the Central Government indicate that the International Centre for Alternative Dispute Resolution has failed to address the growing needs of the institutional arbitration and also to bear optimum caseload and to become better choice to the parties for arbitration;

AND WHEREAS it has become expedient to take over the undertakings of the International Centre for Alternative Dispute Resolution including its regional offices without interfering with its activities and without adversely affecting its character as a Society but to utilise its existing infrastructure and other facilities which have been set up by using the public funds provided by the Government and to incorporate a robust institution for domestic and international arbitration to be known as the New Delhi International Arbitration Centre;

AND WHEREAS it is considered necessary to declare the New Delhi International Arbitration Centre as an institution of national importance for its overall development as a major arbitration hub by promoting quick and efficient dispute resolution mechanism.

Be it enacted by Parliament in the Seventieth Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

Short title and commencement.

1. (*1*) This Act may be called the New Delhi International Arbitration Centre Act, 2019.

(*2*) It shall be deemed to have come into force on the 2nd March, 2019.

Definitions.

2. (*1*) In this Act, unless the context otherwise requires,—

(*a*) "Centre" means the New Delhi International Arbitration Centre established and incorporated under section 3;

(*b*) "Chairperson" means the Chairperson of the Centre referred to in clause (*a*) of section 5;

(*c*) "Chief Executive Officer" means the Chief Executive Officer appointed under section 21;

(*d*) "Committee" means the relevant Committee of the Centre referred to in section 19;

(*e*) "Custodian" means the person who is appointed as Custodian under sub-section (*2*) of section 11 in respect of the undertakings;

(*f*) "Fund" means the Fund of the Centre to be maintained under section 25;

(*g*) "Member" means Full-time or Part-time Member of the Centre and includes the Chairperson;

(*h*) "notification" means a notification published in the Official Gazette;

(*i*) "prescribed" means prescribed by rules made by the Central Government under this Act;

(*j*) "regulations" means regulations made by the Centre under this Act;

21 of 1860

(k) "Society" means the International Centre for Alternative Dispute Resolution, registered as such under the Societies Registration Act, 1860, and having its registered office at New Delhi;

(l) "specified date" means the date as may be specified by the Central Government by notification;

(m) "undertakings" means the undertakings of the Society which vests with the Central Government under section 7.

26 of 1996

(2) All other words and expressions used herein but not defined and defined in the Arbitration and Conciliation Act, 1996, shall have the same meanings as assigned to them in that Act.

CHAPTER II

ESTABLISHMENT AND INCORPORATION OF NEW DELHI INTERNATIONAL ARBITRATION CENTRE

Establishment and incorporation of New Delhi International Arbitration Centre.

3. (1) The Central Government shall, by notification, establish a body to be called the New Delhi International Arbitration Centre for the purposes of exercising the powers and discharging the functions under this Act.

(2) The Centre shall be a body corporate by the name aforesaid, having perpetual succession and a common seal with power, subject to the provisions of this Act, to acquire, hold and dispose of property, both movable and immovable, and to enter into contract, and shall, by the said name, sue or be sued.

Declaration of New Delhi International Arbitration Centre as an institution of national importance.

4. (1) Whereas, the objects of the New Delhi International Arbitration Centre are such as to make it as an institution of national importance, it is hereby declared that the New Delhi International Arbitration Centre is an institution of national importance.

(2) The head office of the Centre shall be at New Delhi and it may with the previous approval of the Central Government, establish branches at other places in India and abroad.

Composition of Centre.

5. The Centre shall consist of the following Members, namely:—

(a) a person, who has been a Judge of the Supreme Court or a Judge of a High Court or an eminent person, having special knowledge and experience in the conduct or administration of arbitration, law or management, appointed by the Central Government in consultation with the Chief Justice of India—Chairperson;

(b) two eminent persons having substantial knowledge and experience in institutional arbitration, both domestic and international, appointed by the Central Government—Full-time Members or Part-time Members;

(c) one representative of a recognised body of commerce and industry, chosen on rotational basis by the Central Government—Part-time Member;

(d) Secretary, Department of Legal Affairs, Ministry of Law and Justice or his representative, not below the rank of the Joint Secretary—Member, *ex officio*;

(e) one Financial Adviser nominated by the Department of Expenditure, Ministry of Finance—Member, *ex officio*; and

(f) Chief Executive Officer—Member, *ex officio*.

Terms and conditions, etc., of Chairperson and Members.

6. (1) The Chairperson and Members shall hold office for a term of three years from the date on which they enter upon their office and shall be eligible for re-appointment:

Provided that no Chairperson or Member shall hold office as such after he has attained the age of seventy years in the case of Chairperson and sixty-seven years in the case of a Member.

(2) The terms and conditions, salaries and allowances payable to the Chairperson and Full-time Member shall be such as may be prescribed.

(3) The term of office of a Member appointed to fill a casual vacancy shall be for the remainder of the term of the Member in whose place he has been appointed.

(4) The Part-time Member shall be entitled to such travelling and other allowances as may be prescribed.

CHAPTER III

ACQUISITION AND TRANSFER OF UNDERTAKINGS OF SOCIETY

Transfer and vesting.

7. On and from the specified date, so much of the undertakings of the Society as form part of, or are relatable to the Society, and the right, title and interest of the Society in relation to such undertakings, shall, by virtue of this Act, stand transferred to, and vest in, the Central Government.

General effect of vesting.

8. (1) The undertakings vested under section 7 shall be deemed to include all assets, rights, leaseholds, powers, authorities and privileges, and all property (movable and immovable), including lands, buildings, works, projects, instruments, automobiles and other vehicles, cash balances, funds, including reserve funds, investments and book debts of the Society as form part of, or are relatable to, the Society and all other rights and interest arising out of such properties as were immediately before the commencement of the New Delhi International Arbitration Centre Ordinance, 2019 in the ownership, possession, power or control of the Society, and all books of account, registers and all other documents of whatever nature relating thereto. Ord. 10 of 2019.

(2) All properties and assets as aforesaid which have vested in the Central Government under section 7 shall, by force of such vesting, be freed and discharged from any trust, obligation, mortgage, charge, *lien* and all other encumbrances affecting them or of any attachment, injunction, decree or order of any court or other authority restricting the use of such properties or assets in any manner or appointing any receiver in respect of the whole or any part of such properties or assets shall be deemed to have been withdrawn.

(3) Any licence or other instrument granted to the Society in relation to any undertaking which has vested in the Central Government under section 7 at any time before the specified date and in force immediately before the specified date, shall continue to be in force on and after such day in accordance with its tenor in relation to and for the purpose of such undertaking or where the undertaking is directed under section 10, to vest in the Centre, the Centre shall be deemed to be substituted in such licence or other instrument as if such licence or other instrument had been granted to the Centre and the Centre shall hold it for the remainder of the period which the Society would have held it under the terms thereof.

(4) If, on the specified date, any suit, appeal or other proceeding, of whatever nature, in relation to any property or asset which has vested in the Central Government under section 7, instituted or preferred by or against the Society is pending, the same shall not abate, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the undertaking of the Society of anything contained in this Act, but the suit, appeal or other proceeding may be continued, prosecuted or enforced by or against the Central Government or where the undertakings of the Society are directed under section 10, to vest in the Centre, by or against the Centre.

Liability prior to specified date.

9. Every liability in relation to any undertaking in respect of any period prior to the specified date, shall be enforceable against the Society and not against the Central Government.

Power of Central Government to direct vesting of undertaking in Centre.

10. (1) Notwithstanding anything contained in sections 7 and 8, the Central Government shall, as soon as may be after the specified date, direct by notification, that the undertakings and the right, title and interest of the Society in relation to such undertakings which had vested in the Central Government under section 7, shall, vest in the Centre either on the date of publication of the notification or on such earlier or later date as may be specified in the notification.

(2) Where the right, title and interest of the Society in relation to the undertakings vest, under sub-section (1), in the Centre, the Centre shall, on and from the date of such vesting, be deemed to have become the owner in relation to such undertakings and the rights and liabilities of the Central Government in relation to such undertakings shall, on and from the date of such vesting, be deemed to have become, the rights and liabilities, respectively, of the Centre.

Management, etc., of undertakings.

11. (1) The general superintendence, direction, control and management of affairs of the undertakings, the right, the interest in relation to which have vested in the Central Government under section 7, shall—

(a) where a direction has been made by the Central Government under sub-section (1) of section 10, vest in the Centre; or

(b) where no such direction has been made by the Central Government, vest in the Custodian appointed by the Central Government under sub-section (2),

and, thereupon, the Centre or the Custodian so appointed, as the case may be, shall be entitled to exercise all such powers and do all such things as the Society, is authorised to exercise and do in relation to its undertakings.

(2) The Central Government may appoint any person as the Custodian of the undertakings in relation to which no direction has been made by it under sub-section (1) of section 10.

(3) The Custodian so appointed shall receive such remuneration as the Central Government may fix and shall hold office during the pleasure of the Central Government.

Duties of persons in charge of management of undertakings to deliver all assets.

12. (1) On the vesting of the management of the undertakings in the Centre or on the appointment of a Custodian under sub-section (2) of section 11, all persons in charge of management of the undertakings immediately before such vesting or appointment shall be bound to deliver to the Centre or Custodian, as the case may be, all assets, books of account, registers and other documents in their custody relating to the undertakings.

(2) The Central Government may issue such directions as it may deem desirable in the circumstances of the case to the Custodian as to the powers and duties of the Custodian and such Custodian may also, if it is considered necessary so to do, apply to the Central Government at any time for instructions as to the manner in which the management of the undertaking shall be conducted or in relation to any other matter arising in the course of such management.

(3) Any person who on the specified date, has in his possession or under his control, any books, documents or other papers relating to the undertakings shall be liable to account for the said books, documents or other papers to the Central Government or the Custodian or the Centre, as the case may be, and shall deliver them to the Central Government or the Custodian or the Centre or to such person or body of persons as the Central Government or the Centre may specify in this behalf.

(4) The Central Government or the Centre may take or cause to be taken, all necessary steps for securing possession of all undertakings which have vested in the Central Government or the Centre under this Act.

(5) The Society shall, within such period as the Central Government may allow in this behalf, furnish to that Government a complete inventory of all its properties and assets, as on the commencement of the New Delhi International Arbitration Centre Ordinance, 2019 pertaining to the undertaking and for this purpose, the Central Government or Custodian or the Centre shall afford to the Society, or body all reasonable facilities.

Ord. 10 of 2019.

Certain powers of Central Government or Centre.

13. The Central Government or the Custodian or the Centre shall be entitled to receive up to the specified date, to the exclusion of all other persons, any money due to the Society in relation to its undertakings which have vested in the Central Government or Custodian or the Centre, as the case may be, and realised after the commencement of the New Delhi

International Arbitration Centre Ordinance, 2019, notwithstanding that the realisation pertains to a period prior to the commencement of the New Delhi International Arbitration Centre Ordinance, 2019. Ord. 10 of 2019.

Objects of Centre.

14. The objects of the Centre shall be,—

(*a*) to bring targeted reforms to develop itself as a flagship institution for conducting international and domestic arbitration;

(*b*) to promote research and study, providing teaching and training, and organising conferences and seminars in arbitration, conciliation, mediation and other alternative dispute resolution matters;

(*c*) to provide facilities and administrative assistance for conciliation, mediation and arbitral proceedings;

(*d*) to maintain panels of accredited arbitrators, conciliators and mediators both at national and international level or specialists such as surveyors and investigators;

(*e*) to collaborate with other national and international institutions and organisations for ensuring credibility of the Centre as a specialised institution in arbitration and conciliation;

(*f*) to set up facilities in India and abroad to promote the activities of the Centre;

(*g*) to lay down parameters for different modes of alternative dispute resolution mechanisms being adopted by the Centre; and

(*h*) such other objectives as it may deem fit with the approval of the Central Government.

Functions of Centre.

15. Without prejudice to the provisions contained in section 14, the Centre shall strive,—

(*a*) to facilitate for conducting international and domestic arbitration and conciliation in the most professional manner;

(*b*) to provide cost effective and timely services for the conduct of arbitration and conciliation at national and international level;

(*c*) to promote studies in the field of alternative dispute resolution and related matters, and to promote reforms in the system of settlement of disputes;

(*d*) to undertake teaching and to provide for diffusion of knowledge of law and procedures on alternative dispute resolution and related matters and to award certificates and other academic or professional distinction;

(*e*) to impart training in alternative dispute resolution and related matters to those who are handling arbitration, conciliation and mediation;

(*f*) to co-operate with other societies, institutions and organisations, national or international for promoting alternative dispute resolution; and

(*g*) to perform such other functions as may be entrusted to it by the Central Government for promoting alternative dispute resolution.

Vacancies, etc., not to invalidate proceedings of Centre.

16. No act or proceedings of the Centre shall be invalid merely by reason of,—

(*a*) any vacancy or any defect in the constitution of the Centre; or

(*b*) any defect in the appointment of a person acting as a Member of the Centre; or

(*c*) any irregularity in the procedure of the Centre not affecting the merits of the case.

Resignation of Members.

17. The Chairperson or the Full-time Member or Part-time Member may, by notice in writing, under his hand addressed to the Central Government, resign his office:

Provided that the Chairperson or the Full-time Member shall, unless he is permitted by the Central Government to relinquish his office sooner, continue to hold office until the expiry of three months from the date of receipt of such notice or until a person duly appointed as his successor enters upon his office or until the expiry of his term of office, whichever is the earlier.

Removal of Members.

18. (*1*) The Central Government may, remove a Member from his office if he,—

(*a*) is an undischarged insolvent, or

(*b*) has engaged at any time (except Part-time Member), during his term of office, in any paid employment; or

(*c*) has been convicted of an offence which, in the opinion of the Central Government, involves moral turpitude; or

(*d*) has acquired such financial or other interest as is likely to affect prejudicially his functions as a Member; or

(*e*) has so abused his position as to render his continuance in office prejudicial to the public interest; or

(*f*) has become physically or mentally incapable of acting as a Member.

(*2*) Notwithstanding anything contained in sub-section (*1*), no Member shall be removed from his office on the grounds specified in clauses (*d*) and (*e*) of that sub-section unless the Supreme Court, on a reference being made to it in this behalf by the Central Government, has, on an inquiry, held by it in accordance with such procedure as may be prescribed in this behalf by the Supreme Court, reported that the Member, ought on such ground or grounds to be removed.

Committees of Centre.

19. (*1*) The Centre may constitute such Committees as may be considered necessary to administer various aspects of its functions.

(*2*) The composition and functions of the Committees referred to in sub-section (*1*) shall be such as may be prescribed.

(*3*) The Committee shall meet at such time and at such places and shall observe such rules of procedure in regard to the transaction of business at its meetings including the quorum as may be specified by the regulations.

Meetings of Centre.

20. (*1*) The Chairperson shall ordinarily preside at the meetings of the Centre:

Provided that, in his absence, the Member chosen by the other Members present amongst themselves shall preside at the meetings.

(*2*) It shall be the duty of the Chairperson to ensure that the decisions taken by the Centre are implemented.

(*3*) The Chairperson shall exercise such other powers and perform such other duties as are assigned to him under this Act.

(*4*) The Centre shall meet at least four times a year and follow such procedure in its meetings including quorum at such meetings in such manner as may be specified by the regulations.

(*5*) All questions which come up before any meeting of the Centre shall be—

(*a*) decided by a majority of votes by the Members present and voting, and in the event of an equality of votes, the Chairperson or in his absence, the person presiding, shall have a casting vote;

(*b*) dealt with as expeditiously as possible and the Centre shall dispose of the same within a period of sixty days from the date of receipt of the application:

Provided that where any such application could not be disposed of within the said period of sixty days, the Centre shall record its reasons in writing for not disposing of the application within that period.

(*6*) The Chairperson may invite any expert, not being a Member, to attend the meetings of the Centre, but such invitee shall not be entitled to vote at the meeting.

Chief Executive Officer.

21. (*1*) There shall be a Chief Executive Officer of the Centre who shall be responsible for day-to-day administration of the Centre and for this purpose, he shall maintain liaison with the Centre and the Secretariat.

(*2*) The appointment, qualifications and the terms and conditions of services of the Chief Executive Officer shall be such as may be specified by the regulations.

(*3*) The Chief Executive Officer shall exercise such powers and discharge such functions as may be specified by the regulations or as may be delegated to him by the Centre.

Delegation of powers.

22. The Centre may, for the purpose of discharging of its powers, functions and duties, by general or special order in writing, specify the powers and duties conferred or imposed upon the Centre by or under this Act (except the power to make regulation) which may also be exercised or performed by the Chief Executive Officer or any officer or officers of the Centre and the conditions and restrictions, if any, subject to which the powers and duties may be exercised and performed.

Secretariat.

23. (*1*) There shall be a Secretariat to the Centre consisting of—

(*a*) Registrar, who shall supervise the activities of the Centre;

(*b*) Counsel, dealing with the matters relating to domestic and international arbitration; and

(*c*) such number of other officers and employees as may be prescribed.

(*2*) The qualifications, experience, method of selection and the functions of the Registrar, Counsel and other officers and employees shall be such as may be prescribed.

CHAPTER IV

FINANCE, ACCOUNTS AND AUDIT

Grants by Central Government.

24. The Central Government may, after due appropriation made by Parliament by law in this behalf, pay to the Centre in each financial year such sums of money and in such manner as it may think fit for being utilised for the purposes of this Act.

Fund of Centre.

25. (*1*) The Centre shall maintain a Fund to which shall be credited,—

(*a*) all monies provided by the Central Government;

(*b*) all fees and other charges received during or in connection with the arbitration, conciliation, mediation or other proceedings;

(*c*) all monies received by the Centre for the facilities provided by it to the parties;

(*d*) all monies received by the Centre in the form of donations, grants, contributions and income from other sources; and

(*e*) the amount received from the investment income.

(*2*) All monies credited to the Fund shall be deposited in such banks or invested in such manner as may be decided by the Centre.

(3) The Fund shall be applied towards meeting the salaries and other allowances of Members and the expenses of the Centre including expenses incurred in the exercise of its powers and discharge of its duties under this Act.

Accounts and audit.

26. (1) The Centre shall maintain proper accounts and other relevant records and prepare an annual statement of accounts, including the balance sheet, in such form and manner as may be prescribed in consultation with the Comptroller and Auditor-General of India.

(2) The accounts of the Centre shall be audited by the Comptroller and Auditor-General of India and any expenditure incurred by him in connection with such audit shall be payable by the Centre to the Comptroller and Auditor-General of India.

(3) The Comptroller and Auditor-General of India and any person appointed by him in connection with the audit of the accounts of the Centre shall have the same rights, privileges and authority in connection with such audit as the Comptroller and Auditor-General of India has in connection with the audit of the Government accounts, and, in particular, shall have the right to demand the production of books, accounts, connected vouchers and other documents and papers and to inspect the offices of the Centre.

(4) The accounts of the Centre as certified by the Comptroller and Auditor-General of India or any other person appointed by him in this behalf together with the audit report thereon shall be forwarded annually to the Central Government and the Central Government shall cause the same to be laid before each House of Parliament.

Assessment of assets and liabilities of undertaking.

27. The assets and liabilities in relation to any undertaking under this Act shall be caused to be assessed by any agency authorised by the Comptroller and Auditor-General of India in such manner as may be specified by him and any payment on a claim to be made in relation thereto shall be settled by him between the Society and the Central Government and shall be paid by the Society or the Central Government, as the case may be, in the manner as may be specified by the Comptroller and Auditor-General of India.

CHAPTER V

CHAMBER OF ARBITRATION AND ARBITRATION ACADEMY

Chamber of Arbitration.

28. (1) The Centre shall, establish a Chamber of Arbitration which shall empanel the Arbitrators and also scrutinise the applications for admission in the panel of reputed arbitrators to maintain a permanent panel of arbitrators.

(2) The Chamber of Arbitration shall consist of experienced arbitration practitioners of repute, at national and international level and persons having wide experience in the area of alternative dispute resolution and conciliation.

(3) The Centre shall by regulations lay down the criteria for admission to the panel of the cadre so as to maintain a pool of reputed arbitrators having expertise in international commercial arbitration and arbitration other than international commercial arbitration.

(4) The Registrar to the Secretariat of the Centre shall act as the Member-Secretary to the Chamber of Arbitration.

Arbitration Academy.

29. (1) The Centre may establish an Arbitration Academy—

(a) to train the arbitrators, particularly in the area of international commercial arbitration to compete on par with the reputed international arbitral institutions;

(b) to conduct research in the area of alternative dispute resolution and allied areas; and

(c) to give suggestions for achieving the objectives of the Act.

(2) For the purposes of sub-section (1), there may be constituted a permanent three member committee in order to suggest and to submit a report to the Centre with respect to the amendments, if any, necessary to the rules and regulations made under this Act.

CHAPTER VI

MISCELLANEOUS

Power to make rules.

30. (*1*) The Central Government may, by notification, make rules to carry out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may make provision for—

(*a*) the terms and conditions and the salaries and allowances payable to the Chairperson and Full-time Members under sub-section (*2*) of section 6;

(*b*) the travelling and other allowances payable to the Part-time Members under sub-section (*4*) of section 6;

(*c*) the composition and functions of the Committees referred to in sub-section (*2*) of section 19;

(*d*) the number of officers and employees of the Secretariat of the Centre under clause (*c*) of sub-section (*1*) of section 23;

(*e*) the qualifications, experience, method of selection and the functions of the Registrar, Counsel and other officers and employees of the Centre under sub-section (*2*) of section 23;

(*f*) annual statement of accounts, including the balance sheet under sub-section (*1*) of section 26; and

(*g*) any other matter in respect of which provision is to be made or may be made under this Act.

Power to make regulations.

31. (*1*) The Centre may, with the previous approval of the Central Government, by notification, make regulations consistent with this Act and the rules made thereunder to provide for all matters for which provision is necessary or expedient for the purposes of giving effect to the purposes of this Act.

(*2*) In particular, and without prejudice to the generality of the foregoing power, such regulations may make provision for—

(*a*) the time and place and the rules of procedure to be observed in regard to the transaction of business of the Committee at the meetings including the quorum under sub-section (*3*) of section 19;

(*b*) the time and place and rules of procedure in regard to the transaction of business of the Centre or any Committee including the quorum at the meeting under sub-section (*4*) of section 20;

(*c*) the appointment, qualifications and the terms and conditions of service of the Chief Executive Officer under sub-section (2) of section 21;

(*d*) the powers and functions of the Chief Executive Officer under sub-section (*3*) of section 21;

(*e*) the criteria for admission to the panel of reputed arbitrators under sub-section (*3*) of section 28; and

(*f*) any other matter in respect of which provision, in the opinion of the Centre, is necessary for the performance of its functions under this Act.

Laying of rules and regulations.

32. Every rule and regulation made under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or regulation or both

Houses agree that the rule or regulation should not be made, the rule or regulation shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or regulation.

Protection of action taken in good faith.

33. No suit, prosecution or other legal proceedings shall lie against the Centre, the Chairperson or Members or its employees and arbitrators for anything which is in good faith done or intended to be done under this Act or the rules or regulations made thereunder.

Power to remove difficulty.

34. (*1*) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order published in the Official Gazette, make such provisions, not inconsistent with the provisions of this Act, as may appear to it to be necessary for removing the difficulty:

Provided that no such order shall be made under this section after the expiry of a period of two years from the date of commencement of this Act.

(*2*) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament.

Repeal and savings.

Ord. 10 of 2019.

35. (*1*) The New Delhi International Arbitration Centre Ordinance, 2019 is hereby repealed.

Ord. 10 of 2019.

(*2*) Notwithstanding such repeal, anything done or any action taken under the New Delhi International Arbitration Centre Ordinance, 2019, shall be deemed to have been done or taken under the provisions of this Act.

DR. REETA VASISHTA,
Additional Secretary to the Govt. of India.

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भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main **New Delhi, dated 04.09.2019**

As per list attached

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)- reg.

Ref: Railway Board's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019

1. In partial modification to Railway Board's letter under reference, Board (ME & FC) have approved to modify Para 2(iv) & Note (iii) (for items 1 to 3) of the said letter and to introduce Para 2(v). The modified Para 2 and Notes (for items 1 to 3) of the letter under reference shall be read as under:

Item 2 of the Board's letter under reference:

(i) Conveyance Allowance: Arbitrator shall be paid conveyance charges towards their local conveyance within the city, where arbitration meeting has been fixed. It shall be paid @ Rs. 1500/- per day for the days of arbitration meetings only.

(ii) Daily Allowance: Arbitrator shall be paid a daily allowance @ Rs. 1200/- per day for the days of arbitration meetings. However, when Arbitrator undertakes any site visit for inspection etc., Arbitrator shall be entitled for normal TA/DA as per their position prior to retirement. Further, in case after holding the arbitration meeting, Arbitrator proceeds for site visit on the same day or vice-versa, he shall be entitled for daily allowance @ Rs. 1200/- per day only and no other TA/DA for site visit for that day shall be payable.

(iii) Refreshment Allowance: The presiding Arbitrator shall be paid refreshment allowance @ Rs. 200/- per meeting day.

(iv) Miscellaneous Expenses: The Retired Railway officer working as presiding Arbitrator shall be paid Rs. 1000/- per case for expenditure incurred on fax, postage etc.

(v) Stamp Duty Charges: The retired Railway officer working as Presiding Officer shall be paid Stamp Duty Charges as per actual.

Notes (for item 1 to 3) of the Board's letter under reference:

i. All the payments mentioned above shall be borne equally by both the parties i.e. the claimant and the respondent.

ii. All the payments except arbitration fee shall be paid as and when asked by the arbitrator.

iii. The arbitration fee shall be paid to arbitrator(s) after publishing of award. However, the arbitration fee can be given before publishing the award on the

request of the Presiding Arbitrator, if the presiding arbitrator confirms that Arbitral Award has been finalized and signed by the Arbitral Tribunal, and the Tribunal is in the position to publish the award immediately after payment of arbitration fee by both the parties.

2. The Changes mentioned in Item 2(iv), 2(v) above and Note (iii) above shall be applicable for all ongoing arbitration cases also.

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge the receipt.

अनिल कुमार 04/9/19

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 011-23047598; Rly no. 47598]

No. 2009/CE-I/CT/14/Main **New Delhi, dated 04.09.2019**

Copy forwarded for information to:

(i) PFAs, All Indian Railways.
(ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड) **(Railway Board)**

No. 2009/CE-I/CT/14/Main **New Delhi, dated 01.04.2019**

As per list attached

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)-reg.

Ref: (i) Board's letter No. 95/CE-I/CT/24 dated 14.11.1996
(ii) Board's letter No. 95/CE-I/CT/24 dated 12.01.2004
(iii) Board's letter No. 20 09/CE-I/CT/14 dated 24.06.2009
(iv) Board's letter No. 2015/CE-I/CT/ARB/18 dated 11.11.2016
(v) Board's letter No. 2009/CE-I/CT/14/Main dated 17.01.2018
(vi) Board's letter No. 2009/CE-I/CT/14/Main dated 16.05.2018

The instructions on fee and emoluments to Retired Railway Officers working as Arbitrator were issued from Board's office time to time through ref (i) to (vi) above. Further, it has been decided by Board (ME, FC) that arbitrators shall be entitled to a few other allowances also as mentioned in para 2 below.

To summarize, now, retired railway officer working as an Arbitrator shall be entitled for the following:

1. Retired Railway Officer while working as an Arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter claims subject to minimum of Rs. 40,000/- per case per arbitrator and maximum of Rs. 1,50,000/- per case per arbitrator. In cases, when award is made within six months from the date the arbitration tribunal enters into reference, Arbitrator will be entitled for a fee equal to 1.5% of the total claims, including the counter claims subject to minimum of Rs. 40,000/- per case per arbitrator and maximum of Rs. 2,25,000/- per case per arbitrator. ***[ref. (vi)]***

Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed above. ***[ref. (iv)]***

2. (i) Conveyance Allowance: Arbitrator shall be paid conveyance charges towards their local conveyance within the city, where arbitration meeting has been fixed. It shall be paid @ Rs. 1500/- per day for the days of arbitration meetings only.

(ii) Daily Allowance: Arbitrator shall be paid a daily allowance @ Rs. 1200/- per day for the days of arbitration meetings. However, when Arbitrator undertakes any site visit for inspection etc., Arbitrator shall be entitled for normal TA/DA as per their position prior to retirement. Further, in case after holding the arbitration meeting, Arbitrator proceeds for site visit on the same day or vice-versa, he shall be entitled for daily allowance @ Rs. 1200/- per day only and no other TA/DA for site visit for that day shall be payable.

(iii) Refreshment Allowance: The presiding Arbitrator shall be paid refreshment allowance @ Rs. 200/- per meeting day.

(iv) Miscellaneous Expenses: The Retired Railway officer working as presiding Arbitrator shall be paid Rs. 1000/- per case for expenditure incurred on fax, stamp paper, postage etc.

अनिल कुमार
01/4/19

3. For arbitration proceedings by arbitration tribunal consisting of retired arbitrators, necessary stenographic assistance, including stationary shall also be provided by the Railway. If the arbitrator brings his own Steno, he/she shall be paid an honorarium @ Rs. 1000/- per hearing. ***[ref. (v)]***

Note for 1 to 3:

i. All the payments mentioned above shall be borne equally by both the parties i.e. the claimant and the respondent. ***[ref. (ii)]***

ii. All the payments except arbitration fee shall be paid as and when asked by the arbitrator.

iii. The payment of arbitration fee can be made only after the arbitration award is published by the arbitration tribunal. However, Railway shall ensure payment of arbitration fee to arbitrator within 30 days of submission of arbitration award. ***[ref. (vi)]***

4. In case the serving Railway Officer working as Arbitrator is retired during the arbitration proceedings, he can continue to work as Arbitrator in such ongoing arbitration cases after his retirement. However, he shall be paid arbitration fee as per the rate of honorarium payable to serving railway officers. ***[ref. (v)]***

5. The Arbitrator shall also be entitled to officer's rest house when visiting outstation on duty. The Railway shall provide the class of 'Railway Pass' for which the Officer was entitled 'on duty' before retirement. ***[ref. (i)]***

6. For arbitration proceedings, Railway shall make available necessary accommodation along with furniture for holding arbitration meetings. ***[ref. (i)]***

7. The items except item 2 & note (ii) above shall be applicable as per instructions available in concerned reference. However, Allowances mentioned in Item 2 above & provisions of note (ii) above shall be applicable for all ongoing arbitration cases and future cases of arbitration.

8. The fee and emoluments of arbitrators shall be reviewed after every three years.

9. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge the receipt.

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 011-23047598; Rly no. 47598]

No. 2007/CE-I/CT/18/Pt.-I (Vol.II) **New Delhi, dated 01.04.2019**

Copy forwarded for information to:

(i) PFAs, All Indian Railways.
(ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

भारतसरकार GOVERNMENT OF INDIA
रेलमंत्रालय MINISTRY OF RAILWAYS
रेलवेबोर्ड RAILWAY BOARD

No. 2018/TF/Civil/Arbitration Policy **New Delhi, dated: 12-12- 2018**

The General Manager, All Indian Railways/PUs, NF(Con), CORE
The DG/RDSO & NAIR,
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela, IROAF

Sub: Arbitration in Works & Stores Contracts

In supersession of all the previous instructions on the subject of Arbitration in Works & Stores Contracts, following policy is issued with the approval of Board (ME, FC and CRB).

1.0 Works Contracts- Detailed procedure has been enshrined in Indian Railways Standard General Conditions of Contract (GCC) issued in November 2018

1.1 **Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:**

In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, not below the rank of Senior Administrative Grade, as the arbitrator. Detailed procedure provided for in GCC-Nov 2018 will be followed.

1.2 **Fee and Emoluments to Retired Railway Officer(s) working as Arbitrator(s)** – This shall continue to be governed in accordance with the latest instructions of the Board (currently as per Railway Board's letter no. 2009/CE-I/CT/14/Main dated 16.05.2018 & 17.01.2018). **However** as prescribed vide the Fourth Schedule of the Arbitration and Conciliation Act 1996, In the event, the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five per cent over and above the fee calculated as per the instructions mentioned above.

2.0 Stores Contracts- Amendment to IRS Conditions of Contract **–Para 2900**

Clause 2900 of the Indian Railways Standard Conditions of Contract (Supply Contract) may be revised as per the Annexure-A, enclosed.

This issues in consultation with Stores Directorate and concurrence of Associate Finance of Transformation Cell, Railway Board.

Kindly acknowledge the receipt and ensure compliance.

12/12/18
(T. K. Pandey)
Executive Director, Transformation

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways

Sanjeeb Kumar
(Sanjeeb Kumar)
Executive Director (Accounts), Transformation

Copy to

1. The Director, Indian Railway Institute of Civil Engineering, Pune.
2. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
3. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
4. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
5. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
6. The Director, Indian Railway Institute of Transport Management, Lucknow.
7. The Registrar, Railway Claims Tribunal, Delhi.
8. The General Secretary, IRCA, New Delhi.
9. The Chief Commissioner of Railway Safety, Lucknow.
10. The Secretary, Railway Rates Tribunal, Chennai.
11. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneshwar, Chandigarh, Chennai, Gorakhpur, Guwahati, jammu& Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.
12. CMD/MD of all Railway PSUs

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG (RHS), DG (RPF), DG (Stores), DG(Pers), DG(S&T)
3. All AMs, Principal Executive Director & Executive Directors of Railway Board

12/12/18

(T. K. Pandey)
Executive Director, Transformation

2900: SETTLEMENT OF DISPUTES

2901. Conciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by any of the parties to the concerned "Chief Materials Manager (CMM) " or "Divisional Railway Manager" or "Executive Director" through "Notice of Dispute". CMM or Divisional Railway Manager or Executive Director shall, within 30 days after receipt of "Notice of Dispute", notify the name of sole conciliator to the parties.

The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on settlement of the dispute, they shall draw up a written settlement agreement duly signed by parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated:

1. By the signing of the settlement agreement, on the date of agreement; or
2. By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or
3. By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration;

2902 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the General Manager (for the purpose of para 2900 the term General Manager shall imply Additional General Managers of Zonal Railways , General Managers for Production Units, Director General (Railway Stores), Member of the Railway Board, Head of the Organisation in case of contracts entered into by other organizations under the Ministry of Railways) and the General manager shall, within 120 days after receipt of the representation, make and notify decisions on all matters referred to by the Contractor in writing. Provided that matters for which provision has been made in any

Sanjeev Kumar 12/12/18

Clause of the Special or General Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause. **Provided further that where Railways has raised the dispute, para 2902 shall not apply.**

2903 : Demand for Arbitration:

2903(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the Railway fails to make a decision within 120 days (as referred in 2902), then and in any such case, but except in any of the "excepted matters" referred to in Clause 2902 of these Conditions, parties to the contract, after 120 days but within 180 days of their presenting their final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration. Provided that where the claim is raised by Railways para 2903(i) shall not apply.

2903(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.

2903(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation Act 1996 (as amended), if they agree for such waiver in writing, after dispute having arisen between them.

2903(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

2903(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

2903(iii)(c): Respondent shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Arbitral Tribunal.

2903(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

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2903 (iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

2904: Obligation During Pendency of Arbitration: Supplies under the contract shall, unless otherwise directed by the Purchase Officer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not supplies should continue during arbitration proceedings.

2905 : Appointment of Arbitrator:

2905(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

(ii): In cases where the total value of all claims in question added together exceeds ₹1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While

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nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department may be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 2905(a)(i) and clause 2905(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

2905(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together **does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh only)**, the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added **together exceeds ₹ 50,00,000/- (Rupees Fifty Lakh only)**, the Arbitral Tribunal shall consist of three (3) retired Railway Officers, retired not below the rank of Senior Administrative Grade Officer,. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrators duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

Sanjeeb Kumar 12/12/18

2905(c)(i): If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, the General manager shall proceed for appointment of arbitral tribunal within 30 days of the expiry of such time provided to contractor.

2905(c)(ii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

2905(c)(ii)(a) Fast Track procedure: Parties to the arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Section 29B of the Arbitration & Conciliation Act, 1996, as amended.

2905(c)(ii) (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

2905(c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 2905(a)(i), 2905(a)(ii), 2905(b)(i) & 2905(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views

Sanjeev Kumar 17/12/18

on all or any of the matters under dispute or differences. A certification to this effect as per annexure shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

2905(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

2905(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

2905(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

2906: In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2907: Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

2908(a): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.

2908(b): Sole arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.

2909: The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to make a reference to Micro and Small Enterprises Facilitation Council, if the dispute is in regard to any amount due under Section 17 of the MSMED Act, 2006. In case a Micro or Small Enterprise, being a party to dispute, makes a reference under the

Rajesh Kumar 12/12/18

provisions in MSMED Act 2006, the provisions of the MSMED Act 2006, shall prevail over conciliation and arbitration agreement as contained in the contract.

2910: Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of IRS Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

12/12/18 12/12/18

Annexure

Certification by persons under consideration to be nominated as Arbitrator.

1. Name

2. Contact Details:

3. I hereby certify that I have retired from Railways w.e.f. _____ in _____ grade.

Or

I hereby certify that I am serving Railway Officer and am presently posted as _____ in _____ grade.

4. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

5. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996. The details of such relationship or interest are as under:

6. There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Sanjeev Kumar

12/12/18

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2016/CE-I/CT/ARB/3 (NITI Aayog)/Pt. New Delhi, dated 11.09.2018

मुख्य रेलवे प्रधान कार्यालय
प्राप्ति
12 SEP 2018
अपराह्न
बड़ौदा हाऊस, नई दिल्ली

The General Manager,
East Central Railway,
Hajipur.

Sub: Clarification sought by East Central Railway (Construction Organization) regarding release and transfer of 75% amount of arbitration award to contractor (M/s AFCONS)

Ref: (i) NITI Aayog's OM No. N-14070/14/2016-PPPAU dated 05.09.2016
(ii) Railway Board's letter no. 2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. dated 08.11.2016
(iii) Railway Board's letter no. 2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. dated 08.03.2017
(iv) E. C. Railway's letter no. ECR/CAO/CON/6340/AFCON/ESCROW/3129 dated 31.05.2018

Please refer to the letter from your office under reference (iv) above, seeking clarification regarding release and transfer of 75% amount of Arbitral Award to M/s AFCONS.

2. The issue has been examined and the remarks vis-à-vis points raised by Railway are as under.

Item No.	Query	Remarks
(a)	Board's guidelines have been issued on 08.03.2017 vide letter under reference (iii) above, whereas the contract relates to the year 2003. Hence, the instant guidelines are applicable retrospectively or not?	The guidelines are based on Railway Board's letter dated 08.11.16 under reference (ii) above and are applicable to all cases, where Arbitral Award has been challenged by Railway irrespective of Contract/ Arbitration period and its conditions.
(b)	The said guidelines have neither been incorporated in GCC, nor it is a part of agreement and hence its applicability is not clear.	
(c)	It transpires that four parties have to open Escrow account but who will be the signatory on behalf of Railway is not specified. This also warrants clarification.	Zonal Railway/PU may decide the signatory in escrow account on behalf of Railway within broad guidelines of Railway Board letter under reference (iii) above.

Pr. CE	
Secy./Pr. CE	All HOD's
CBE	CTE
CE/MRTS	CT P&D
CE/TMC	CE/B
CE/RC	CE/HQ
CE/TMS	CE/TSP
Dy.JCE	OSI W A
Cn. OS/Confd.	

(d)	The arbitration concluded on 07.11.2017, i.e. after coming into force of amended Arbitration Act but process of switching over to new Arbitration Act has not been complied by either parties, as per guidelines issued vide Board's letter dated 08.11.2016 under reference (ii) above. Therefore, it may be clarified whether above guidelines are applicable in this particular case.	The Railway Board's instruction regarding release of Arbitral Award through Escrow Account is independent of the instruction to switch over to the amended Arbitration Act.
(e)	If releasing of 75% amount of the arbitral award is admitted, then fund of ₹175,67,25,360.00 will be required because only ₹1 Cr. has been allocated against this work under PB item No. 643 of 2018-19.	This issue may be referred separately by concerned department of Zonal Railway to nodal officer of Railway Board.

3. Further, any query on policy matter shall be sent to Railway Board only after approval of GM along with views of Legal/ Finance department as per requirement.

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(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
|Phone: Rly: 030-47598, MTNL: 011-23047598|

Copy to (with copy of E. C. Rly's letter No. ECR/CAO/CON/6340/AFCON/ESCROW/3129 dated 31.05.2018):

1. General Manager,
   All Zonal Railways/PUs
2. EDF(X)-I, Railway Board.

07-06-18

05 JUN 2018

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2018/F(X) II/10/12 New Delhi, dated 05.06.2018

The General Managers,
All Indian Railways,
Including CLW, DLW, ICF, RCF & Rail Wheel Factory.
Metro Railway, Kolkata.
The General Manager (Const.),
N.F. Railway, Guwahati.
CAOs (Constn), All Indian Railways (except NF Railway)
The Director General and Ex-Officio General manager, RDSO, Lucknow.
The General Manager,
Central Organisation for Rly. Electrification, Allahabad.
CAO, MTP/Mumbai.
CAO/DLMW, Patiala and COFMOW, New Delhi.

Sub: Delegation of Powers to General Managers- item no. 33(b)

In partial modification to Board's letter No. F(X)II-2015/PW/7 dated 12.06.2017, item no.33(b) of Schedule of Powers to General Managers has been modified to read as under:

Item no. 33(b):- To the payment of arbitration fees to Retired Railway Officers in excess of Rs.2,25,000/- per case.

(Authority:- Board's letter no. 2009/CE-I/CT/14/main dated 16.05.2018)

2. Other instructions given in item no.33 will remain unchanged.
3. Please acknowledge receipt.

Rohit Parihar
Director/Finance(Exp)-I
Railway Board.

No. 2018/F(X) II/10/12 New Delhi, dated 05.06.2018

Copy to:

Dy. Comptroller & Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi with 45 spares.
PFAs, All Indian Railways including Production units.
FA & CAO(C)s, All Indian Railways.

5/6/18
Rohit Parmar
Director/Finance(Exp)-I
Railway Board.

No. 2018/F(X) II/10/12 New Delhi, dated 05.06.2018

Copy for information to:

CAO, Rail Coach Factory, Rae Bareli Project, Kishan Ganj, Delhi.
The Director General, National Academy of Indian Railway, Vadodara.
The Director, Indian Railway Institute of Civil Engineering, Pune.
The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
The Director, Indian Railway Institute of Electrical Engineering, Nasik.
The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
The Director, Indian Railway Institute of Transport Management, Lucknow.
CAO/RWP, Bela, Saran (Bihar).
The General Secretary, IRCA, New Delhi.
The Chief Commissioner of Railway Safety, Lucknow.
The Chairman, Railway Recruitment Board, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneshwar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Mumbai, Muzaffarpur Patna, Ranchi, Secunderabad and Trivandrum.

5/6/18
Rohit Parmar
Director/Finance(Exp)-I
Railway Board.

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main **New Delhi, dated 16.05.2018**

As per list attached.

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)-reg.

Ref: Railway Board's letter No. 2009/CE-I/CT/14/Main dated 17.01.2018

The issue of minimum fee of Retired Railway Officers working as Arbitrators has been considered in Board's office. Board (ME & FC) have approved to modify Para 1(i) of Railway Board's letter under reference. The modified para 1(i) should be read as under :

"Retired Railway officer while working as an Arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter claims subject to minimum of Rs. 40,000/- per case per arbitrator and maximum of Rs. 1,50,000/- per case per Arbitrator. In cases, when award is made within six months from the date the arbitration tribunal enters into reference, Arbitrator will be entitled for a fee equal to 1.5% of the total claims, including the counter claims subject to minimum of Rs. 40,000/- per case per Arbitrator and maximum of Rs. 2,25,000/- per case per Arbitrator.

The payment towards arbitration fee shall not be paid in advance. However, Railway shall ensure payment of arbitration fee to arbitrators within 30 days of the arbitration award."

2. This shall be applicable prospectively for future cases of appointment of arbitrators.

3. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

4. Please acknowledge receipt.

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(वी)/रेलवे बोर्ड
[Phone : 011-23047598; Rly no. 47598]

No. 2009/CE-I/CT/14/Main **New Delhi, dated 16.05.2018**

Copy forwarded for information to:

1. The PFAs, all Indian Railways.
2. The Deputy Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main **New Delhi, dated 17.01.2018**

To,

As per list attached

Sub: Modification to clause 64 of General Conditions of Contract - 2014 for implementation of Arbitration and Conciliation (Amendment) Act 2015.

Ref: Rly. Bd's letter No. 2015/CE-I/CT/ARB/18, dated 16.11.2016.

In continuation to Railway Board's letter under reference, Board (ME & FC) has approved to modify para 64.3(c) of General Condition of Contract (GCC) -2014 Part-II & Annexure II of above referred letter.

2. The modified para 64.3(c)(iii) is as under:-

Clause	Existing	Modified
64.3(c) (iii)	(i) Qualification of Arbitrator (s) (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, three years after his date of retirement. (c) Age of arbitrator at the time of appointment shall be below 70 years. (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) (i), 64.(3)(a) (ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral tribunal	(i) Qualification of Arbitrator (s) (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, ~~three~~ one year after his date of retirement. (c) Age of arbitrator at the time of appointment shall be below 70 years. (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. ~~(ii)~~(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) (i), 64.(3)(a) (ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral tribunal

	or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.	or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

3. In supersession to Annexure II to letter under reference, revised Annexure-II is enclosed herewith.

4. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

5. Please acknowledge receipt.

Enclosures:
(i) Revised Annexure-II regarding Format of Certification by Arbitrators

अनिल कुमार 17/1/18
(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Tele: 030-47598(Rly), 9717647611(CUG)]
Email-padcegrb@gmail.com

No. 2009/CE-I/CT/14/Main

New Delhi, dated 17.01.2018

Copy forwarded for information to :

(i) FA&CAOs, All Indian Railways.
(ii) The Dy. Comptroller and Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi

For Financial Commissioner / Railways

Revised Annexure-II

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name :

2. Contact Details :

3. Prior experience (Including Experience with Arbitrations) :

4. **I do not have more than five ten on-going Arbitration cases with me.**

5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.

6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

   Or

   I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under ;

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

   Or

   I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under ;

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

   Or

   There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under ;

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main **New Delhi, dated 17.01.2018**

As per list attached.

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)-reg.

Ref: (i) Railway Board's letter No. 95/CE-I/CT/24, dated 14.11.1996;
(ii) Railway Board's letter No. 95/CE.I/CT/24, dated 12.01.2004;
(iii) Railway Board's letter No. 2009/CE-I/CT/14, dated 24.06.2009;
(iv) Arbitration and Conciliation (Amendment) Act, 2015)
(v) Railway Board's letter No. 2015/CE-I/CT/ARB/18, dated 16.11.16.

1. In partial modification to Railway Board's letter under reference (i) to (iii) , the matter of fee and emoluments payable to retired railway officer(s) working as Arbitrator, has been reviewed and the competent authority has now revised the fee and emoluments payable to them as under :

(i) Retired Railway officer while working as an arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter claims subject to maximum of ₹ 1,50,000/- per case. In cases, when award is made within six months from the date the arbitration tribunal enters into reference, arbitrator will be entitled for 50% extra fee subject to the maximum of ₹ 2,25,000/- per case. The extra fee is in consonance with Board's letter dated 16.11.16, under reference (v) above.

(ii) For arbitration proceedings by arbitration tribunal consisting of retired arbitrator's, Railway shall make available necessary stenographic assistance, including stationery shall also be provided by the Railway. If the arbitrator brings his own steno, he/she can be paid an honorarium @ ₹ 1000/- per hearing.

(iii) In case the serving Railway officer working as arbitrator is retired during the arbitration proceedings, he can continue to work as arbitrator in such ongoing arbitration cases after his retirement. However, he shall be paid arbitration fee as per the rate of honorarium payable to serving railway officers.

2. This shall be applicable prospectively for future cases of appointment of arbitrators.

3. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

4. Please acknowledge receipt.

अनिल 17/1/18
(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 011-23047596, Rly no. 47596]

No. 2009/CE-I/CT/14/Main **New Delhi, dated 17.01.2018**

Copy forwarded for information to:

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2. The Deputy Comptroller and Auditor General of Indian (Railways), New Delhi.

M. Anand
For Financial Commissioner/Railways

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड RAILWAY BOARD

No. 2017/Trans/01/Policy

New Delhi, dated: 18-10-2017

The General Manager, All Indian Railways/PUs, NF(C), CORE
The DG/RDSO/Lucknow
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela

Sub: Delegation of Powers to GMs and DRMs
Ref : 1) Minutes of the Meeting of the Board with General Managers (open line) through Video Conference held on 16-09-2017, circulated vide No. 2017/E&R/8(1)/3, New Delhi, Dated 21-09-2017.
2) PED/Transformation's D.O. letter no 2017/Transf.Cell/CRB Review dated 16.09.17 written to General Managers

As directed by Board (CRB), a review of the Schedule of Powers (SOP) delegated by Railway Board to the General Managers and by the General Managers to their subordinate units has been carried out by Transformation Cell.

2. Vide letter under reference 2 above, suggestions were invited from GMs for making changes in SOP of GM with regard to financial and administrative powers with a view to improve efficiency in train operations and overall service delivery.

3. Full Board in its meeting held on October 13, 2017 has approved the enhanced delegation of powers on different subjects including Medical matters as detailed in paras A to G below. This revised delegation will supersede earlier instructions on the subjects to the extent indicated below.

A. Delegation of Powers to General Managers

SN	Item & Reference	Existing delegation	Revised delegation
1	**Sanctioning of works under PH-17 (Computerization)** **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 39-a-iv-a	GM can sanction new works up to Rs 1 Crore per case for replacement of the over aged IT System. These powers shall be exercised with personal concurrence of FA&CAO and personal approval of GM.	(a) GM can sanction new works and replacement related works of over aged IT assets up to Rs 1 crore per case with finance concurrence. These powers are also delegated to PHOD/CHOD/DRM/CWM as under: PHOD/CHOD - Full Powers DRM/CWM - Rs 25 Lakh per case (b) Zonal Railway are permitted to procure equipment like computer, printer etc for new UTS/PRS as under: GM – Full Powers upto Rs 1 Crore per case with finance concurrence DRM – Full Powers upto Rs 50 Lakh per case with finance concurrence
2	**Work for strengthening of LAN under PH-17**	GM can sanction Extension/ Up gradation/ Strengthening works up to Rs. 20 Lakh per case.	GM can sanction Extension/ Up gradation/ Strengthening works up to Rs. 20 Lakh per case.

Sanjeev Kumar

SN	Item & Reference	Existing delegation	Revised delegation
	(Computerization) **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 39-a-iv-c		PHOD/CHOD/DRM/ CWMs can also sanction Extension/ Up gradation/ Strengthening works up to Rs. 20 Lakh per case.
3	**Consultancy contracts** **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 30(a) & (b) CRB's Inspection of Delhi main Station on 15.09.2017 circulated vide No.2017/CRB/TN/4 NR/SOP/Misc/General/ 2017 Dated: 27/09/17	GM Rs 1 Crore in each case For PPP Projects other than property development Rs 2 Crore per case with an annual ceiling of Rs 6 Crore Further delegation as under: (a) CAO – Rs 50 lakhs in each case with annual ceiling of Rs 3 Crore (b) PHOD – Upto Rs 10 lakhs in each case with annual ceiling of Rs 20 lakhs (c) DRM - Upto Rs 5 lakhs in each case with annual ceiling of Rs 10 lakhs Property development works Rs 2.5 Crore per case, with an annual ceiling of Rs 12.5 Crore	GM - Full powers in all Consultancy Contracts with concurrence of PFA. Further delegation as under: (a) CAO/C - Rs 50 Lakh per case, annual ceiling of Rs 5 Crore (b) PHOD/CHOD - Rs 20 lakh per case, Annual Ceiling of Rs 1.5 Crore (c) DRM/CHOD/CWM (in SAG) - Rs 10 lakh per case, Annual Ceiling of Rs 1.5 Crore Minimum level of tender acceptance shall be at SAG level.
4	**Tender Committee for Consultancy Works** Ref: Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 30-B-IV	Minimum level of TC is of SAG in HQ. For single tender, one level higher TC (PHOD) is constituted. Hence acceptance is with GM.	For consultancy tenders in HQ the minimum level of TC shall be of JAG/SG level. For consultancy tenders in divisions TC shall be of JAG/SG level and acceptance by DRM For all single tenders for consultancy, TC shall be of SAG level.
5	**Powers to sanction Out Of Turn Works** Ref: RB letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 39-B	GM- Rs 2.5 Crore per case with annual ceiling of Rs 12 Crore of which not more than Rs 5 Crore can be on other than safety works DRMs may sanction works under the plan head 'Passengers and Other Users' Amenities' upto Rs 1 crore in each case	GM - Rs 2.5 Crore per case with annual ceiling of Rs 50 Crore out of which not more than Rs 25 Crore can be on other than safety works DRMs may sanction works under the plan head 'Passengers and Other Users' Amenities' upto Rs 2.5 crore in each case
6	**Powers to sanction work in PH-52 Staff Amenities, Schools, Dispensary, Institute, Officers**	GM - Rs 20 Lakh per case	GM - Full powers up to Rs 1 Crore per case

Sanjeev Kumar

SN	Item & Reference	Existing delegation	Revised delegation
	Club, ORH, Holiday Home **Ref:** RB letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 39-a (ii)		
7	**Sanctioning of proposal for AMC on Single tender basis with OEM / authorized agencies for service** **Ref:** Rly Bd letter no. 2011/F(X) II/5/11 DTD 15-06-2016	Full powers are delegated to PHOD/DRM/SAG.	Powers are further delegated to ADRMs and SG & JAG upto Rs 2 lakh per case with annual ceiling of Rs 30 lakh
8	**Hiring of Vehicle** ***Ref:** Rly Bd letter no* F(X)II-2015/PW/7 dtd 12-06-2017 item no. 17	Powers can be delegated up to PHOD only.	Full powers delegated to PHOD/CHOD/DRM and SAG officers heading independent field units for hiring vehicles upto JS officers in field. Multi Utility Vehicles (MUV) may be hired for supervisor in charges in field to carry man/material to work/breakdown sites.
9	**Empowerment of Supervisors to hire a vehicle in case of emergencies like breakdowns on reimbursable basis.**	No delegation	In case of emergencies other than train accidents like OHE Breakdown, S&T failures, rail/weld failures, hot axle etc., when supervisors have to rush to the spot along with men and material, Supervisors are allowed to hire vehicles up to Rs 5,000/- per occasion on reimbursable basis. This provision would be applicable only when the breakdown vehicle is not available/under repair for transport of men and material. Concerned Branch Officer to accord post facto sanction.
10 (a)	**Ceremonial Functions** **Ref:** RB letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 29-a	GM can sanction upto Rs 2 lakh for each ceremonial occassion	GM can sanction upto Rs 5 Lakh for each ceremonial occasion
10 (b)	**MR/MOSR functions** **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 29-b-I	GM can sanction upto Rs 10 lakh in each case	GM can Sanction upto Rs 15 lakh in each case
10 (c)	**PM/PRESIDENT Functions** **Ref:** Rly Bd letter no	GM can Sanction upto Rs 15 lakh in each case	GM can Sanction upto Rs 20 lakh in each case

SN	Item & Reference	Existing delegation	Revised delegation
	F(X)II-2015/PW/7 dtd 12-06-2017 item no. 29-b-ii		
11	**Sanction of Detailed Estimates/ revised Estimates** **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 Para 40 (1)	Sanction of Detailed Estimate/Revised Estimate for works where the excess over original sanctioned cost (abstract cost) due to reasons other than price escalation is upto 20% of the original cost estimate;	Existing provision is retained. However the Detailed Estimate may be prepared in the initial stage by taking services of a Consultant wherever required. Change in scope may be done only on account of change of technology or change in local conditions, but not due to change in planning/layout.
12	**Air Travel on Duty** **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 Para 22	General Manager may permit Air Travel on duty to not below JAG level officers.	General Manager may permit Air Travel on duty to not below Junior Scale level officers.
13	**Software development** **Ref:** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 Para 39 (b)	No powers to GM	GM - Full Powers up to Rs 2.5 Crore per case PHOD/CHOD - Rs.50 Lakh per case with Annual Ceiling of Rs 2 Crore DRM – Rs 10 Lakh per case with annual ceiling of Rs 50 Lakh JAG/SG- Rs 5 lakhs with Annual Ceiling of Rs 10 Lakh

B. Delegation of Powers to General Managers – Other than Finance Matters

Sr	Item & Reference	Existing delegation	Revised delegation
1	**Introduction of NS items** **Ref:** Rly Bd letter no 2007/CE-I/CT/I DTD 31-08-2007	SAG:10% of contract value or Rs 5 Lakh whichever is less SG/JAG - Rs 50,000 without finance concurrence	Tender Accepting Authority not below JAG: 10% of contract value or Rs 5 Lakh whichever is less, without finance concurrence
2	**Lease of usufruct of trees etc** **Ref:** RB letter no. 74-EB/3000 dt.14-01-1975.	DRM-Full Powers	Full Power delegated to SG/JAG of Civil Engineering Department
3	**Preparation of estimates** **Ref:** Para 701 of Engineering Code	In accordance with Para 701 of the Engineering code, estimates are required to be prepared in case of new work costing more than Rs 50,000/- and revenue work costing more than Rs 2 lakhs.	The limit is enhanced to Rs 5 lakh in both the cases.

Sanjeeb Kumar

Sr	Item & Reference	Existing delegation	Revised delegation
4	**Zonal Contract** **Ref:** Railway Board letter No 2001/CE-I/CT/17 dated 22.11.2001	Work Orders for Rs 2 lakh can be issued against zonal contract.	Work Orders upto Rs 5 lakh can be issued against zonal contract.
5	**Outsourcing of Permanent Way activities** **Ref:** RB letter no 2011/CEDO/SR/15/O/VOL III dated 6.12.2013	GMs are empowered to outsource Permanent Way activities in case of vacancies in the Trackman Cadre.	GMs are empowered to outsource Permanent Way activities in case of vacancies in the Trackman Cadre. This Power is delegated to DRM also
6	**i) Appointment of Arbitrator**	GM	Delegated to AGM
	ii) To deal old cases of arbitration as per new GCC	No clear directions	If the complete panel is being changed due to transfer, retirement or resignation of arbitrator, permission is granted to deal with the cases as per new clauses of GCC.
	iii) Limitation of cases per member for retired officers.	Presently maximum 05 cases can be allotted to retired officers for arbitration.	This limit is increased to 10.
7	**Monetary limit for procurement of Desktop PC for office use** **Ref:** 2006/C&IS/ Oth./Delegation of Powers/36 DTD 10-12-2008, Item -3	Up to a limit of Rs 40,000 per Desktop PC	Limit enhanced to Rs 75,000 per Desktop PC and Desktop PC to include UPS, Printers & other Accessories including AMC for 03 years.
8	**Monetary Limit for Procurement of LAPTOP** **Ref:** 2011/C&IS/COMMITTEE/ LAPTOPS/PtII dtd 23-01-2012	(i) Laptop for JAG and above- Rs 55,000/- with maintenance charges Rs 30,000, Codal Life 04 years (ii) Laptop for SS/JS - Rs 25,000 with maintenance charges Rs 20,000	(i) Limit on Laptop for JAG (including Ad-Hoc JAG) and above enhanced to Rs 1 Lakh including AMC/ Warranty/ Service. Codal life 03 years (ii) Laptop for SS/JS - Rs 50,000 including AMC/Warranty/ Service with 03 year codal life
9	**Printing publicity material such as leaflets, folders, stickers & posters, invitation cards, brochures handout etc.**	No powers to DRMs	Rs 1 lakh per case to DRMs
10	**Emergency repairs of Track machines** **Ref:** No. 2017/EDTK	**Existing – No powers** **Revised:** 1-Emergency repairs and purchases of spares incidental to such repairs of all Track Machines. (Including PAC items), without	

112 Sanjeeb Kumar

Sr	Item & Reference	Existing delegation	Revised delegation
	(MC)/Misc Dt: 27.09.2017	finance concurrence. • DyCE/TMC/TM dealing with Track Machine - Rs 4 Lakh per case with Annual ceiling of Rs 1 Crore • Senior Scale Rs 2 lakhs (Annual ceiling limit Rs 50 lakhs) • CE/TM/CTE dealing with Track Machines- More than Rs 4 Lakh upto Rs 10 lakh per case with finance concurrence with annual ceiling limit of Rs 1 Crore. • Full powers to PHOD/CHOD 2-Emergent Hiring of Road crane, Vehicle/Truck for break down maintenance of Track Machines without finance concurrence • JAG/SG upto Rs 50,000/- per case with annual ceiling limit of Rs 6 lakh per annum 3- Scheduled overhauling/repairs to Machines and for purchase of spare parts incidental to such repairs with Finance Concurrence as per the Works Contracts.	
11	**Licensing of Railway Land for Sidings and giving connectivity to sidings to increase Railway earnings** **Ref:** Railway Board's letter No. 2005/LML/18/8 dated 10.02.2005 (Master Circular)	**Existing - No powers**	**Revised:** Full powers to DRM with recommendation of three member standing committee on land Matters comprising Sr DEN (Co), Sr DCM & Sr DFM

C. COMMERCIAL MATTERS

Sr	Item & Reference	Existing Delegation	Revised Delegation
1	**Powers to waive Demurrage or Wharfage charges** **Ref:** Rly bd letter TC-I/2004/201/9 dtd 11.10.2004	GM - Full Powers but cannot be delegated further as per clause 1.3	AGM Full Powers
2	**Guidelines for provision of Passenger Amenities at Railway stations through Individuals/ NGOs/ Trusts/ Charitable Institutions /Corporate etc. has been circulated.** **Ref:** RB letter No: 2012/LM(PA)/03/08/Policy dated 26.09.2014 & amended instructions issued vide letter dated 21.10.2015	Permission to execute the works by sponsoring party itself. GM can sanction with PFA's concurrence	DRM – Full Power with Finance Concurrence

Sr	Item & Reference	Existing Delegation	Revised Delegation
3	**Guidelines have been received for execution of identified Railway Works through Corporate Social responsibility (CSR) of Corporate and PSU.** (Ref: RB letter No: 2015/EnHM/06/05 dated 3.2.2016)	Sponsoring party is to execute the work.	Sponsoring agency to include NGOs Deposit work permitted from CSR funding in case party is unwilling to execute the work
		Master plan should be approved by GM for A-1 and A category stations and by DRM for other stations.	DRM- Full Power.
		Investment by the Sponsoring Entity up to Rs 2 Cr. per case - with the approval of DRM and beyond Rs 2 Cr. With the approval of GM.	DRM- Full Power.
4	**Renting of space for opening of PRS at Non Rail Head Locations** Board's letter No. C&IS/PH-17/PRS-1000/Non Rail Head Location/06/10 dated 14.06.2010.	Presently, GM's sanction is required for renting premises for operating PRS at places where local authorities are unable to provide space for housing PRS free of cost in terms of letter under reference.	DRM- Full power with Finance concurrence.
5	**Providing new UTS cum PRS (Or Converting UTS/PRS TO UTS CUM PRS)** Railway Board letter No.2014/CIS/UTS-cum-PRS/Deleg./3 dated 18.09.2014	Criteria for providing UTS-cum-PRS (UCP) laid down by Railway Board vide letter No.2014/CIS/UTS-cum-PRS/Deleg./3 dated 18.09.2014, but this requires GM's sanction.	DRM- Full Power.
6	**Earning Contract: Acceptance of tender for leasing of parcel space, brake van, VP etc** Authority: Rly. Board's letter No. 2013/TC(FM)/10/02 dated 15.04.2014 circulated under FM circular No. 6 of 2014	PHOD above Rs 15 crores, DRM upto Rs15 crores, ADRM upto Rs 10 crores & SG/JAG upto Rs 5 crores.	PHOD/CHOD/DRM – Full Powers Note: Further delegation to HQrs and Divisional Officers may be done with approval of GM.

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Sr	Item & Reference	Existing Delegation	Revised Delegation
7	**Earning Contracts: Acceptance of Contracts for commercial matters viz. Parking, publicity, pay & use toilets, labour licence, Miscellaneous matters (except parcel leasing and catering)** Ref: Rly. Board's letter No.2007/TG-IV/39/22/SOP dated 14.08.2007 – Commercial Circular 74 of 2007	PHOD- Above Rs 15 crores upto Rs 40 crores (subject to SAG level committee at HQ), HOD-Above Rs 10 Crores upto Rs 15 crores (subject to JAG level committee at HQ level) DRM- Above Rs 5 crores upto Rs 10 crores	PHOD/CHOD/DRM – Full Powers Note: 1. Further delegation to HQrs and Divisional Officers may be done with approval of GM. 2. It may be ensured that there is no time gap in commercial earning contracts, as far as possible.
8	**Refund of fares in cases covered by Tariff Rules** TC/II/2003/89 Rules dated 04.02.94 and 22.07.94 Item No 26 of GMs Delegation	Existing: PHOD/HOD/DRM/ADRM – Rs 20000	PHOD/CHOD/DRM – Full Powers Note: Further delegation to HQrs and Divisional Officers may be done with approval of GM.

D. MECHANICAL MATTERS

Sr	Item & Reference	Existing Delegation	Revised Delegation
1	**Sanctioning of M&P proposals** Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 39-a-iii	GM can sanction upto Rs 50 lakh in each case, can be delegated to DRMs/CWMs upto Rs 10 lakh only.	GM - Rs 50 Lakh PHOD/CHOD - Rs 50 Lakh DRM/CWMs - Rs 20 lakh SG/JAG - Rs 10 Lakh (in each case)
2	**Sanctioning of Procurement of Two/Four wheelers under M&P**	GM- NIL power	GM – Full Powers to sanction two wheelers for RPF Post In-Charge
3	***Definition of M&P for Tools and Plants***	Present limit is Rs 1 lakh. Tools and measuring equipments costing above Rs 1 lakh are procured as M&P	Limit for tools & plants enhanced to Rs 10 lakh No finance vetting up to Rs 3 lakh

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Sr	Item & Reference	Existing Delegation	Revised Delegation
4	**Delegation of power in case of Service Contracts** Ref: GM/WR DO No. M 324/9/1/SOP Dt: 26.09.2017	DRM – Rs 20 crore in each case	DRM - Rs100 crore in each case DRMs can enter into service contract for a period of 3 months irrespective of value of contract only in case of termination of existing service contract with finance concurrence by calling quotations from approved list of vendors.
4a	**Sanction of Estimate for Environment Related Works using 1% provision of *Sanctioned Estimates*** Ref: Rly Board No. 2016/EnHM/13/02 dated 13.05.2016	GM's can sanction works up to Rs 1 Crore No powers to DRMs	GM - full powers up to Rs 2.5 Crore DRM/CEnHM *Full Powers up to Rs 2.5 Crore*
5	**Powers to DRM and /CWM for projects to be undertaken on BOOT basis.**	GM- Full Powers	DRM/CWM- Full Powers With finance concurrence Subject to technical approval of PHOD/CHOD and following the extant guidelines of Board.
6	**Miscellaneous**		
(i)	Purchase of technical books, periodicals	Rs1 lakh per annum for SAG officers in-charge of the workshop and Rs 50000 to DRMs & CMSs	
(ii)	Statutory testing/ certification as per Pollution Control Act, Factories Act etc.	Full powers delegated without finance concurrence to the Unit In-charges (CWMs/SrDMEs/ SrDEEs/ SrDENs/ DyCEs/CDOs)	
(iii)	Condemnation of M&P	Powers delegated to CWMs for condemnation of M&P • No finance concurrence for over-aged M&P • Condemnation of M&P with more than 75% life achieved – full powers of condemnation to CWM with finance concurrence. • Full powers of condemnation of under-aged M&P with concurrence of workshop finance and approval of CWE	
(iv)	Repair of equipment, plant and machinery	• For diagnosis including Track Machines - Up to Rs 2 lakhs • For repairs - Limit up to Rs 5 lakhs (with finance concurrence)	
(v)	Annual Maintenance Contract	Unit in-charges (JAG & above) - Rs 20 lakhs with OEM and finance concurrence	
(vi)	Replacement / addition of T&P chargeable to revenue	• DRM/CWM– Up to Rs 5 Lakh per item • PHOD/CHOD – Up to Rs 8 lakhs per item	

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Sr	Item & Reference	Existing Delegation	Revised Delegation
		(with finance concurrence)	
(vii)	Condemnation of under-aged coaches	CWM – Full powers without finance concurrence for under-aged coaches up to one POH cycle. Approval of GM with finance concurrence where age of coach is less by more than one POH cycle	

E. ESTABLISHMENT MATTERS

Sr	Item & Reference	Existing Delegation	Revised Delegation
1	**Training to Railway employee by outside institutions** Ref: Rly Bd letter no F(X)II-2015/PW/7 dtd 12-06-2017 item no. 25	GM annual limit is Rs 20 lakh Limit is Rs 4000 per day per person or maximum Rs 25,000 per course per person DRM empowered for Non Gazetted staff Limit is Rs 2000 per day per person for maximum of Rs 10,000 per course per person.	GM annual limit - Rs 1 Crore Limit is Rs 10,000/- per day per person subject to maximum of Rs 50,000/- per course per person. (above limits are for Gazetted and non Gazetted employees) DRM empowered for Non Gazetted staff only Limit is Rs 8000/- per day per person subject to maximum of Rs 40,000/- per course per person.
2	**Ex. Gratia payment to railway servants who die In performance of their bona fide official duties** (RBE No. 285/99)	Presently concurrence of PFA and personal approval of GM required.	Power is delegated to DRM with Finance concurrence
3	**Sanction of National Holiday Allowance to Essential Staff in HQ offices.**	Full power with GM	Full power delegated to PHOD/CHOD
4	**Re-engagement of retired employees In exigencies of service** (Ref: Rly Bd Letter No E(NG)-II/2007/RC-4/CORE/1 dated 16/10/2017)	Full power with GM/DRM	This Power is also delegated to CWMs in SAG. The provision will be utilized only against existing vacancies following a due process involving personnel and finance.
5	**Approval of Tour Programmes of General Managers and DRMs**	No approval is required for Tour Programmes of General Managers and DRMs, for tours within India. Only information may be sent to the controlling officers.	
6	**Inter Railway/ Inter division transfer on own request basis and mutual transfer of**	Full powers to DRMs	

Sr	Item & Reference	Existing Delegation	Revised Delegation
	divisional controlled cadres		

F. STORES MATTERS

1. Constitution of Tender Committees

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017, Item no. 1.0 (B) (i))

	TC and accepting authority level	Existing Value Limit	Revised value limit
1.	**TC of Sr. Scale (Two Members)** SMM/DMM as convener and Sr. Scale of Finance dept. as member. Technical scrutiny of offers to be done by executive department for non stock cases. Accepting Authority: Dy CMM	Nil	Above Rs 45 lakhs and upto Rs 1 Crore
2.	**TC of JAG/SG (Three Members)** *Dy CMM/Sr DMM as convener and Dy* Level of Finance and Dy Level of user departments as members. Accepting Authority: CMM	*Above Rs 45 lakhs* and upto Rs 5 Crore	*Above Rs 1 Crore and upto* Rs 5 Crore

Other powers for acceptance of Tenders to remain unchanged

2. Sanctioning /Signing of non-stock demands

(Ref: Bd.'s letter no. 2005/RS(G)/779/7 dated 06-05-2015)

Officer	Power of Approving NS indents	
	Existing	Proposed
JS	Upto Rs 15000	Upto Rs 25000
SS	Rs 15000 to Rs 75000	Rs 25000 to Rs 2 lakh
JAG	Rs 75000 to Rs 3 lakh	Rs 2 lakh to Rs 15 lakh
SAG	Rs 3 lakh to Rs 15 lakh	Rs 15 lakh to Rs 45 lakh
PHOD/CHOD	Above Rs 15 lakh	Above Rs 45 lakh

Note- Zonal Railways may attempt computerization of non-stock procurement right from the stage of indenting to the receipt of material and its payment similar to the procurement of stock item presently through iMMS.

3. Signing of PAC

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017)

Officer	Power of signing PAC	
	Present	Proposed
JS	Upto Rs 75000	Upto Rs 75000
SS	Upto Rs 75000	upto Rs 2 lakh
JAG	up to Rs 3 lakh	upto Rs 15 lakh
SAG	upto Rs 15 lakh	upto Rs 25 lakh
PHOD/CHOD	Above Rs 15 lakh	Above Rs 25 lakh

4. Vetting of non stock demands

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017)

	Existing Limit	Revised Limit
Vetting of Non Stock Demands	Safety Items – Above Rs 5 lakh	Safety Items – Above Rs 10 lakh
	Other than Safety Items – Above Rs 2.5 lakh	Other than Safety Items – Above Rs 2.5 lakh

5. Vetting of AAC/EAC

(Ref: Bd.'s letter no. 88/RS(G)/779/43 dated 11-12-89 and 21-10-02)

(a) Vetting of AAC/EAC of only A category items by HQ finance. (no finance vetting for AAC/EAC approval of B and C category items)
(b) No requirement of quantity/demand vetting by finance for stock items.

6. Power to invite single tender

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017)

SN	Item	Existing	Revised
2	Invitation of Single Tender for non-proprietary articles without finance concurrence in:		
	(a) Normal Circumstances	PCMM/CMM – upto Rs 8 lakh DyCMM/SMM/AMM – upto Rs 15000	PCMM/CMM – upto Rs 8 lakh Dy CMM – upto Rs 50000, SMM/AMM – upto Rs 25000
	(b) Emergencies affecting maintenance, outturn, operation etc.	PCMM/CMM – upto Rs 25 lakh	PCMM/CMM – upto Rs 45 lakh
	(c) Safety items below two months stock	No separate delegation	PCMM/CMM – Upto Rs 1 Crore
	(d) Existence of single approved source on list issued by RDSO/PUs	No separate delegation	PCMM/CMM/DyCMM upto their purchase powers(Preference should be given to invite ADVT.)

7. Invitation of Global Tenders (GT)

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017)

PCMM – Full powers upto his power of acceptance without finance concurrence and without the essentiality of import being certified by user department.

8. Operation of Option Clause

(Ref: Bd.'s letter no. 88/RS(G)/779/5 dated 15-04-2015)

Operation of 30% option clause in TC cases to be done without finance concurrence. Only M.A. to be vetted by finance.

9. Security Deposit for PAC items

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017, Item 3.0)
Security Deposit not required to be submitted by sources in whose favour PAC has been signed by user department.

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10. Post Contract Variation

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 06-01-2017)

SN	Item	Existing	Revised
25	Variation of IRS conditions of contract. (Bd.'s letter no. 88/RS(G)/779/14 pt. dt. 12-3-15 Para 2.0 SN 25) and Rly. Bd.'s letter no. 2001/RS(G)/779/14 dt. 14-01-16)	1. PCMM may waive operation of clauses relating to 'Liquidated Damages', 'Risk Purchases' and 'Arbitration' appearing in the contract (value of contract upto Rs 15 lakh) at the post contract stage in order to avoid disproportionate administrative expenditure in small recoveries. 2(a). For contracts upto Rs 15 lakh, RP may be waived by PCMM/CMM in individual cases by imposing GD @ 10% of outstanding value of contract without finance concurrence. 2(b) For contracts above Rs 15 lakh, RP may be waived by PCMM/CMM in individual cases by imposing GD @ 10% of outstanding value of contract. Note1: The above decision mentioned at 2(a) and 2(b) should be taken before floating of fresh tender. Further to the extent SD has been taken (say of value 'A' (which is less than 10% of the value of contract)), in such cases, the GD will be leviable for the difference amount i.e., GD leviable (say 'B') will be equal to 10% of outstanding value of contract minus the value of SD submitted (A). In such cases, SD amount 'A' shall be forfeited and the GD amount 'B' shall be recovered from the firm. Note2: For contract more than Rs 15 lakh, whenever RP is being waived without levying GD, PCMM/CMM will take finance concurrence.	1. PCMM may waive without finance concurrence operation of clauses relating to 'Liquidated Damages', 'Risk Purchases' (including waival of RP without imposing GD) and 'Arbitration' appearing in the contract (value of contract upto Rs 15 lakh) at the post contract stage in order to avoid disproportionate administrative expenditure in small recoveries. 2(a). For contracts above Rs 15 lakh, RP may be waived by PCMM/CMM in individual cases by imposing GD @ 10% of outstanding value of contract without finance concurrence. 2(b): For contracts above Rs 15 lakh, RP may be waived by PCMM/CMM in individual cases without imposing GD with finance concurrence. Note1: The decision to waive RP should be taken before floating of fresh tender. Further to the extent SD has been taken (say of value 'A' (which is less than 10% of the value of contract)), in such cases, the GD will be leviable for the difference amount i.e., GD leviable (say 'B') will be equal to 10% of outstanding value of contract minus the value of SD submitted (A). In such cases, SD amount 'A' shall be forfeited and the GD amount 'B' shall be recovered from the firm.

11. Procurement through GeM

(Ref: Bd.'s letter no. 88/RS(G)/779/14 Pt. dated 22-09-2017 and 06-01-2017)

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SN	Item	Existing	Recommended
6	Placement of supply order for items appearing on GeM	PCMM – full powers CMM/DyCMM/SMM - as per their level of acceptance	PCMM – full powers CMM/DyCMM/SMM/AMM - as per their level of acceptance

12. Procurement through GeM by user departments

(Ref: Stores Code Para 711-A)

Officers authorised by PHODs of user departments may be permitted to buy goods (Non stock items) available on GeM by placing direct on-line orders upto Rs 25000 in each case. This may be subject to annual ceiling of Rs 10 lakh per department per annum. The officers will have to certify as follows:

"I,...., am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."

Note - A demand for goods shall not be divided into small quantities to make piecemeal purchases to avoid procurement through L-1 Buying / bidding / reverse auction on GeM or the necessity of obtaining the sanction of higher authorities required with reference to the estimated value of the total demand.

13. Procurement through Spot Purchase

(Ref: Bd.'s letter no. 2002/RS(G)/779/12 dated 14-12-2011)
Model guidelines/ powers are recommended as below:

13.1 There are occasions to purchase materials on the spot without following the formal tendering system but by calling offers through physical visit of the premises of the firm by the nominated officers. This mode of purchase is commonly known as '**Spot Purchase**'.

13.2 Keeping the instructions contained in Rly. Bd's L.No.2002/RS(G)/779/12 dtd. 14/12/2011 in view, the following instructions / guidelines are issued in supersession of all earlier orders issued on this subject.

13.3 **Conditions for resorting to Spot Purchase:**

13.3.1 The concept of Spot Purchase, for the purpose of purchase, will be followed in very exceptional circumstances and should be supported by proper justification. Invariably the need to resort to spot purchase shall fulfill conditions as laid down under para (a) or (b) below:

(a) **Stock Item:**

The stock item should be purchased only when the material is out of stock which is affecting train operations/earning of railways and supply against the existing covered dues if any, is likely to take more time and requirement is very urgent which cannot wait for the supplies to be received against the pending orders.

"The certificate to this effect to be recorded by at least the concerned SAG officer of the concerned user department."

(b) **Non-stock item:**

(i) For purchase of non-stock items where demand could not be foreseen in advance and material is required urgently for safe operation and where cash purchase powers are considered inadequate and emergency purchase through formal invitation of tenders etc., is likely to take considerable time.

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(ii) For purchasing of non-stock items which are required occasionally and making the detailed specification for the same is not considered practicable/economical or items of consumable nature where the quality available in the market is rapidly changing hence, it is not possible to finalize the specification and materials can be obtained by personal examination of feel, finish and appearance etc., like furniture, cutleries, linens, carpets and other furnishing items etc.

13.3.2 However, Spot purchase shall not be resorted to, for purchasing such items which have got detailed specifications and drawings and are required to be purchased only from approved sources.

13.4 **Procedure for Spot Purchase**

13.4.1 Since Spot Purchase is one of the modes of purchase, therefore, there should be a proper requisition for non-stock items and Emergency Recoupment Memo (ERM)/Red Slip for stock items. The quantity is to be restricted to bare minimum. For stock items, demand may not exceed three months requirement and the same to be adjusted against the immediate ensuing demand.

13.4.2 The proposal for Spot Purchase of 'Non-stock' items shall be submitted for the specific approvals of the authorities detailed in para 13.4.3 below, by the concerned consuming department after obtaining the concurrence of Associate finance.

The proposal for Spot Purchase of 'Stock' items shall be submitted for the specific approvals of the authorities detailed in para 13.4.3 below, by the concerned Purchase officer of Stores department after obtaining the concurrence of Associate finance.

13.4.3 **Authorities competent to approve Spot Purchase:**

(a) **For Field units i.e, Divisions & Workshops:**

(i) Items valuing upto Rs 15 lakh (for both Stock & Non-stock) will require the approval of the DRM/CWM.

(ii) Items valuing above Rs 15 lakh and upto Rs 25 lakh (for both Stock & Non-stock) will require the approval of the PCMM. The proposal shall be submitted through concerned PHOD.

(iii) Items valuing above Rs 25 lakh (for both Stock & Non-stock) will require the approval of the AGM (for Open line) and of the CAO(C) for Construction Organization.

(b) **For HQRS & Construction Organization:**

(i) Items valuing upto Rs 25 lakh:

For Non-stock items : will require the approval of the PHOD of the consuming department.

For Stock items : will require the approval of the PCMM.

(ii) Items valuing above Rs 25 lakh (for both Stock & Non-stock) will require the approval of the AGM (for Open line) and of the CAO(C) for Construction Organization.

13.4.4 After the proposal has been approved by competent authority as mentioned above, proper file will be opened in convener's office against the requisition for Non-stock items and Emergency Recoupment Memo (ERM)/Red Slip for Stock items.

13.4.5 The Spot Purchase would invariably be made by a Spot Purchase Committee (as detailed in para 13.5.1 below) consisting of 03 officers, one from Stores Department (to be nominated by DRM/CWM/PCMM), one from Accounts deptt. (to be nominated by DRM/CWM/FA&CAO) and one from indenting department (to be nominated by concerned co-ordinating HOD/DRM/CWM). The Stores officer will act as the Convenor to the committee for Stock & Non-stock items.

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13.5 **Level of Committee:**

13.5.1 The level of **Spot Purchase Committee** (SPC) will be as under:

S N	Value of Purchase	Stores Deptt.	Indenting/Cons u-ming Deptt.	Account Deptt.
1	Upto Rs 5 lakh	Sr. Scale officer *	Sr.Scale officer *	Sr.Scale officer *
2	Above Rs 5 lakh & upto Rs 40 lakh	JAG /SG officer	JAG/SG officer	JAG/ SG officer
3	Above Rs 40 lakh	SAG officer	SAG officer	SAG officer

* If Sr. Scale officer is not available, then JAG/SG officer will associate the SPC.

Note:

(i) If there is more than one item to be purchased at one time, the total value of all the items will be the guiding criteria for deciding the level of the committee and the competent authority to sanction.

(ii) The above composition of SPC will also be applicable for ZTCs and CTIs located within the jurisdiction of the Zone (e.g. for Central Railway, the procedure will be applicable to ZTS/BSL, IRICEN/PUNE & IREEN/NKRD).

In case of CTIs, the nomination will be done by respective directors & in case of other units, by concerned PHOD/CHOD officer of HQ.

13.5.2 The Spot Purchase Committee will first make a market survey and then duly considering the sources indicated by the indenters, shall obtain quotations from suitable sources and while obtaining the quotations for items to their specification, normal rules laid down for obtaining the quotations (as in the case of cash purchase) will be followed. In conducting their business, the Committee shall give due regard to the Canons of Financial Propriety, while doing Spot Purchase.

13.5.3 Inspection of materials, if required/called for, shall be done by Member of Indenting department or his authorized representative.

13.5.4 The committee will draw proceedings duly covering all the aspects listed below:

i. Authority for constitution of the Spot Purchase Committee.
ii. Description of the item
iii. Tabulation statement
iv. Brief discussion of the offers obtained.
v. Recommendations/Acceptance with certification on reasonability of recommended rates.
vi. Unusual terms & conditions and deviations, if any, accepted.
vii. Consignee.
viii. Delivery terms & delivery period.
ix. Paying authority and bill Passing Officer.

13.5.5 The proceedings of the purchase finalized shall not require any further approval but this will be made available for internal check/audit and the minutes of the committee shall be kept on the file.

13.5.6 All decision in the matter of purchase will be taken by the committee and the decision taken by the committee in regard to purchase will be final. However in case of dissent by any one of the members, the case should be put up to the officer nominating the SPC in case of Division/Workshop and to the concerned CMM (dealing the item) in Stores HQ for SPC of JAG/SG level and to PCMM for SPC comprising of SAG level, for final decision.

13.5.7 Formal communication (in the form of PO or letter) detailing the description/specification of the item, terms & conditions, inspection clause, delivery period, payment terms & paying authority etc shall be issued, duly signed by the convener of SPC for placing order on the firm.

13.5.8 Field Units i.e., Division/Workshops as well as HQRS & Construction organization shall maintain proper record of such Spot Purchase nominated by them.

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13.6 **Payments:**

13.6.1 Cash payment should be avoided, unless payment is made through cash imprest.

13.6.2 **Stock Items:** Payment to the suppliers may either be made in cash on the spot from cash imprest or through cheque to be issued by Accounts officer. In case of stock items, the cheque/cash payment may be made against a Pay order prepared by the Stores member of the Spot Purchase committee against a proforma invoice. Alternatively, normal payment terms through FA&CAO(S) may be followed depending upon the agreed terms & conditions.

13.6.3 **Non-stock items:** Payment to the suppliers may either be made in cash on the spot or through cheque to be issued by Accounts officer. In case of cheque/cash payment, the Pay order against a proforma invoice will be prepared by the Indenting deparment's representative in the Spot Purchase committee. Alternatively, payment through FA&CAO may also be followed depending upon the agreed terms & conditions.

13.6.4 *The material purchased will be accounted for as is being done for material received against* regular purchase orders. In case of stock items, formal R/Note should be granted. The R/Note should invariably bear respective Pay Order no. & date if paid through Pay order. The POs for Stock items will be fed in iMMS so that R/Note can be generated by iMMS system.

13.6.5 A report of Spot purchase may be put up to the PHOD/CHOD of concerned department by the convenor of the committee for information, after completion of Spot Purchase i.e., after the receipt of supplies.

13.6.6 The Spot purchase Committee shall ensure that the purchase is completed within 45 days of appointment of the committee, failing which fresh approval of AGM/PCMM/ CAO(C)/DRM/CWM (as the case may be) should be obtained for purchase of the items through Spot Purchase.

G. MEDICAL MATTERS

1. Sanctioning of advance/reimbursement in case of medical emergency

Authority		To sanction medical advance in emergency		To sanction reimbursement in emergency	
		In Non-referred Govt. Hospital/ Autonomous Body Hospital	In Non-referred, non-recognized private hospital	In Non-referred Govt. Hospital/ Autonomous Body Hospital	In Non-referred recognized private hospital
CMS/MD/CMO	Existing Power	NIL	NIL	NIL	NIL
	Revised Power	Rs 1 Lakh per case without annual ceiling	Rs 1 Lakh per case without annual ceiling	Rs 1 Lakh per case without annual ceiling	Rs 1 Lakh per case without annual ceiling
DRM & CWM	Existing Power	Rs 50,000	NIL	Rs.50,000	Rs.25,000

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Authority		To sanction medical advance in emergency		To sanction reimbursement in emergency	
	Revised Power	Rs 5 Lakh in each case	Rs 2 lakh in each case	Rs.5 Lakh in each case	Rs2 lakh in each case
CMD	Existing Power	NIL	NIL	NIL	NIL
	Revised Power	Full power	Rs 5 lakh in each case	Full power	Rs 5 lakh in each case
AGM	Existing Power	Full power	Rs 4 lakh in each case	Full power	Rs 5 lakh in each case
	Revised Power	Full power	Rs 10 lakh in each case	Full power	Rs.10 lakh in each case
GM	Existing Power	Full power	Rs 10 lakh in each case	Full power	Rs 10 lakh in each case
	Revised Power	Full power	Full power	Full power	Full power

2. **Sanction of Purchase/Work Order of medical items**

For Sanction of Purchase/Work Order			
Authority	**Subject**	**Existing Power**	**Revised Power**
CMS/MD /CMO	Power to sanction work contract and Purchase Order for procurement of medical implants such as hearing aid, Bi-Pap/C-Pap and other implants to be purchased for supply/implant to the patients & other hospital related items.	NIL	Rs 5 lakh each item through quotation/ tender subject to annual ceiling of Rs 60 lakh
Sanction of Pathological Radiology Investigations and PET Scans			
Health Unit with one doctor	Pathological & Radiological investigations	An imprest of Rs 5000	An imprest of Rs 30,000/- subject to maximum of Rs 1500/- per investigation.
Health Unit with more than one doctor		An imprest of Rs 10,000	An imprest of Rs 60,000 subject to maximum of Rs 1500 per investigation.
CMS/MD /CMO	Pathological & Radiological investigations	Rs 10,000	Up to Rs15,000 per investigation including CT/MRI.
Engagement of Doctors & Para-medical Staff			
Authority	**Subject**	**Existing Power**	**Revised Power**
DRM /CWM (CAO in PU)	Engagement of doctors as	NIL	DRM – Full Power based on recommendations of the

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	Contract Medical Practitioners (including part-time dental surgeons).		committee headed by CMS, Sr. DPO, Sr DFM. (one member (not below JA Grade) of SC/ST may be co opted if not already on the committee to be nominated DRM/CWM
CMS/MD/ CMO	Payment of fee of doctors engaged on case-to-case basis.	Rs 500 fee for first patient and Rs 100/- for each subsequent patient	Rs 1000 fee for first patient and Rs 200 for each subsequent patient
First engagement-with approval of GM. Subsequent extensions of engagement by DRM/CWM	Engagement of doctors as Honorary visiting Specialist (HVS).	No power to DRMs	Extension by DRM
CMS/MD/ CMO	Engagement of Para-medical Staff on contract basis.	NIL	As per procedure laid down from time to time.
Procedure for recommending/sanction of pathological & CT/MRI investigations and PET Scans: • Treating doctor to recommend. • MD/CMO/CMS or any other doctor nominated by MD/CMO/CMS to accord approval.			
CMD will have full power without any limitation in respect of pathological investigations & CT/MRI and PET Scan. In respect of PU hospitals the power of CMD powers will be exercised by CMO.			

Note: Reimbursement in each case will be governed by the CGHS policy issued from time to time

3. Other medical matters

	MEDICAL MATTERS		
	Items	Existing Power	Revised Power
1	Sanctioning Limit for Transplant of Liver	Railway Board Live - Rs 14 Lakh Cadaver - Rs11 Lakh	GM-Full Powers (Subject to CGHS Policy)
2	Sanctioning Of Advance Payment for Transplant of Kidney (CGHS Circular 18-02-2015)	GM- 6.45 Lakh	GM - Full Powers, (Subject to CGHS policy)
3	Powers to CWMs (SAG In charge of major workshops with major Hospitals) for • Hiring of ambulances • Medical Reimbursement	CWM – Nil Power	Powers of CWMs are same as that of DRMs for • Hiring of ambulances • Medical Reimbursement
4	Empanelment of Private Hospitals for referral	Power only with Railway Board	GM – Full Powers with finance concurrence
5	Hiring of ambulance / vehicle to transport patient to the hospital in emergency	Nil	ADMO/CMP & above – Full powers to be paid from the cash imprest

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4. Board has also approved that the powers delegated to Branch Officers in the divisions are also delegated to Station Directors in JA/SG grade. The Administrative Officers deployed in Railway Hospitals in JA/SG will also be considered equivalent to Branch Officers and delegated powers, as applicable to Branch Officers.

5. This issues with the concurrence of Associate Finance of Transformation Cell, Railway Board.

18/10/17

(Jeetendra Singh)
Executive Director (Elect)
Transformation Cell
Railway Board

No. 2017/Trans/01/Policy **New Delhi, dated: 18-10-2017**

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways

Sanjeeb Kumar 18/10/2017

(Sanjeeb Kumar)
Executive Director Accounts
Transformation Cell

Copy – As per list enclosed

Copy for information to

1. The Director General, Railway Staff College, Vadodara.
2. The Director, Indian Railway Institute of Civil Engineering, Pune.
3. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
4. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
5. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
6. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
7. The Director, Indian Railway Institute of Transport Management, Lucknow.
8. The Registrar, Railway Claims Tribunal, Delhi.
9. The General Secretary, IRCA, New Delhi.
10. The Chief Commissioner of Railway Safety, Lucknow.
11. The Secretary, Railway Rates Tribunal, Chennai.
12. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneshwar, Chandigarh, Chennai, Gorakhpur, Guwahati, jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG (RHS), DG (RPF), DG (Stores), DG (Pers), DG(S&T)
3. All AMs, PEDs & EDs of Railway Board

(Jeetendra Singh)
Executive Director (Elect)
Transformation Cell
Railway Board

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2016/CE-I/CT/ARB/3 (NITI Aayog) **Dated: 04.08.2017**

As per list attached.

Sub: Monitoring of Arbitration cases for implementation of instructions related to 'Measure to revive Construction Sector' issued by NITI Aayog.

Ref: (i) RB's letter no. 2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. dt. 08.11.2016.
(ii) RB's letter no. 2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. dt. 01.05.2017.
(iii) RB's letter no. 2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. dt. 08.03.2017.

Vide Board's letter referred at (i) above, it was advised to implement the decisions to 'switch over the on-going Arbitration cases to new arbitration act & payment of 75% of the arbitral amount against a bank guarantee' and to send a weekly report to Board's office. The implementation of these items was being monitored on weekly basis by NITI Aayog.

2. Now, NITI Aayog has decided to discontinue the practice of sending the weekly Action Taken Report and advised to send monthly Action Taken Report in the prescribed Proforma. The required information should be submitted with details as under:-

Action Taken Report on NITI Aayog's direction in arbitration cases for the Month of _____			
1.	**Switching over to the provisions of amended Arbitration** *Applicable to - Construction contracts related to big projects like new lines, doubling, Gauge conversion, workshop, etc. and Construction contracts related to creation of assets related to operation of existing Railway infrastructure. (Ref. - ii)*		
i	Number of on-going Arbitration cases.		
ii	Number of cases in which communications have been sent to the contractors/ concessionaires to seek their consents.		
iii	Number of cases in which consent has been received from the contractors/ concessionaires.		
2.	**Release of 75% of the Arbitral Amount against a Bank Guarantee** *Applicable to - All Railway projects, where the Concessionaire Contractor and the Railway have entered into a Concession Agreement/ Construction Contract/ Engineering Procurement Commissioning Contract for a PPP/Construction Projects/EPC project.* (Ref.- iii)		
i	Summary of cases, in which the arbitral award has been challenged in the court by the Railway.	No. of cases	Amount in cases
ii	Summary of cases, in which communications have been sent to the contractors/ concessionaires for opening of the Escrow Accounts and submission of the Bank Guarantee.		
iii	Summary of cases, in which the contractors/ concessionaires have opened the Escrow Account and furnished the Bank Guarantee		
iv	Summary of cases, in which 75% of the Arbitral Award has been released.		

3. In view of above, Railways are requested to submit their consolidated position of Action Taken Report through DGM/G (Nodal officer for arbitration cases) **on or before every 2nd day of the following month.** The replies may be send through email at **aavaadey@gmail.com or padcegrb@gmail.com** with subject mentioned as **'Summarized position on Arbitration Cases for the month of _____'.**

(अनिल कुमार)
निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-47598(Rly) : 011-23047598(MTNL)]
e-mail address: padcegrb@gmail.com

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2016/CE-I/CT/ARB/3 (NITI Aayog)/pt. **New Delhi dated 01.05.2017**

As per list attached.

Sub:- Monitoring of arbitration cases for implementation of instructions related to 'Measures to revive Construction Sector' issued by NITI Aayog.

Ref.: (i) NITI Aayog's OM dated 05.09.2016.
(ii) Railway Board's letter of even no. dated 08.11.2016.

NITI Aayog, vide their OM dated 05.09.2016 quoted at (i) above had conveyed the decisions taken by Cabinet Committee on Economic Affairs (CCEA) regarding the measures to revive the construction sector.

Accordingly, vide Board's letter quoted above at (ii), railways were advised to implement the above measures. Detailed Procedure Orders for implementation of above measures have also been issued vide Board's letters dated 31.01.2017 & 08.03.2017.

In regard to item related to "Switching over to the provisions of amended Arbitration Act in ongoing arbitration cases under the pre-amended Act with the consent of the parties", NITI Aayog has clarified that following types of contracts shall be eligible for implementing instructions related to "Switching to Amended Arbitration Act":

(i) Construction contracts related to big projects like new lines, doubling, gauge conversion, workshop, etc.
(ii) Construction contracts related to creation of assets related to operation of existing railway infrastructure.

NITI Aayog is closely monitoring the implementation of above measures for which Railway is required to send weekly status report in the format already sent. Railways are advised to implement the instructions conveyed vide Board's letter under reference (ii) in the light of above clarification.

अनिल कुमार 01/5/17

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone:+91-9717647611, e-mail address: doegrb@gmail.com]

भारत सरकार **Government Of India**
रेल मंत्रालय **Ministry Of Railways**
(रेलवे बोर्ड) **(Railway Board)**

No.2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. New Delhi, dated 08 March, 2017

To,

As per list attached

Sub: Standard Operating Procedure (SOP) for release of payments towards the Arbitration award in case of challenge of Arbitration award.

Ref: i) RB's letter no. 2016/CE-I/CT/ARB/3(NITI Ayog)/Pt. dt. 08.11.16.
ii) NITI Aayog's O.M. No. 14070/14/2016-PPPAU dated 05.09.16

1. The decisions regarding Railway's obligation to pay 75% of Payout amount in the designated Arbitral Award Escrow Account on the strength of Bank Guarantee bond, was communicated to Railways vide Railway Board' letter under reference (i) in terms of NITI Aayog's OM under reference (ii) containing the decisions of CCEA regarding Challenge of Arbitration award.

2. The Standard Operating Procedure for implementation of the above decision is as under :

(i) These provisions shall be applicable to all Railway projects, where the Concessionaire / Contractor and the Railway have entered into a Concession Agreement/Construction Contract/Engineering Procurement Commissioning Contract for a **PPP/ Construction Projects/EPC project** (hereinafter referred to as **"the Project"**), in which the Arbitral Tribunal has passed the Arbitral Award in favour of the Concessionaire/ Contractor and the railway has challenged the Arbitral Award.

(ii) The Arbitral Award amount is the amount for which the Award has been announced by the Arbitral Tribunal. Payout amount is the sum of Arbitral Award together with interest amount till the date of payment, if the Tribunal has awarded payment of interest on such amount.

(iii) Railway may challenge any Arbitral Award in full or parts with the approval of competent authority duly deliberating the portion and amount of award under challenge.

(iv) Railway shall send a communication (under acknowledgement) to the eligible Contractor/Concessionaire regarding challenge of Arbitration award duly indicating the amount of award under challenge within 30 days of issue of Arbitral award.

(v) Contractor/Concessionaire may ask for payment of 75% Payout obligation in terms of the CCEA decision after opening an Escrow account with Lead Banker and furnish a Bank Guarantee in the approved format for the purpose

within a period of 30 days of receipt of Railway's communication, which can be extended based on request/merit of each case.

(vi) Railway is liable to pay 75% of such 'Payout amount' against the Bank Guarantee of the equivalent amount within a period of not more than 15 working days.

(vii) The custody, refund and encashment of Bank Guarantee bond shall be in accordance with Arbitral Award Escrow Account Agreement.

(viii) The Arbitral award escrow account shall be operated and closed in accordance with Arbitral Award Escrow Account Agreement.

3. **Arbitral Award Escrow Account**

(a) A separate designated Escrow Account (hereinafter referred to as the Arbitral Award Escrow Account), shall be opened and established by the Concessionaire/ Contractor in accordance with Arbitral Award Escrow Account Agreement.

(b) Arbitral Award Escrow Account Agreement shall be opened with Lead Banker (Bank with highest lending in project). It will include 4 (four) parties viz. (a) Lead Banker, (b) the Concessionaire/Contractor (c) Railway and (d) Lenders' Representative (If any).

(c) The Concessionaire / Contractor shall bear all expenses on establishment of the Arbitral Award Escrow Account with respect to opening and operation of the said Account.

4. **Bank Guarantee**

(i) This Bank Guarantee shall be valid for one year and renewed on annual basis till settlement of the legal challenge to the Arbitral Award.

(ii) The Railway shall release and credit an amount equivalent to 75% of the Payout amount to the designated Arbitral Award Escrow Account opened by the Contractor/Concessionaire against the Bank Guarantee furnished by the Concessionaire/ Contractor for the amount mentioned under 2(vi) above;

(iii) The Bank Guarantee shall be revalidated by the Contractor/ Concessionaire 60 days prior to the expiry of validit/ of the Bank Guarantee. In case settlement of the legal challenge to the Arbitral Award before the Court is not resolved within the validity period of the Bank Guarantee, such Guarantee shall be renewed for a further period of one year and so on and so forth. While renewing the Bank Guarantee for the Second Year, the amount of Guarantee shall be calculated based on: (a) 75% amount paid out plus the appropriate interest on such amount for one year, and (b) appropriate interest on (a) for the second year and so on and so forth.

(iv) In cases where Railway wins the appeal in the court, Railway would be entitled to recover such amount together with appropriate interest on the amount paid to the Concessionaire/ Contractor. The Concessionaire/ Contractor will have to confirm it's unqualified acceptance of this condition

obtained at the time release of the amount. This would be in addition to any order of the Hon'ble Court in the appeal proceedings.

(v) Failure of the Concessionaire/ Contractor to extend the validity of the Bank Guarantee 60 days prior to the expiry of the Guarantee shall lead to encashment and appropriation of the Guarantee.

5. **Interest Calculation**

The interest rate for calculation of Payment amount shall be as under:

(i) The rate of interest may be decided by the Railway keeping in view their cost of capital or the rate of interest provided for in the contract agreement or the rate of interest awarded under the Arbitral Award.

(ii) The cost of capital for Railway shall be the higher of the Weighted Average Coupon Rate of outstanding stock of Central Govt. securities for the period ending in the preceding quarter, or the Weighted Average Coupon rate of Central Govt. securities issued during the preceding quarter.

(iii) Railway shall either calculate their own cost of capital or take State Bank of India's One Year Marginal cost of funds-based Lending Rate plus 2%.

Note- Simple interest shall be charged on refund of Escrowed amount to Railway.
A sample calculation of Payout and BG amount is enclosed at Annexure- A.

6. **Withdrawal of funds from Escrow Account**

The Arbitral Award Escrow Banker shall withdraw and appropriate the amounts from the Arbitral Award Escrow Account strictly in accordance with the instructions issued by Railway to the Concessionaire/Contractor, as mutually agreed/decided by Railway, Lenders' Representative and the Concessionaire/ Contractor; provided that such amounts shall be appropriated in the following order:

A. Debt Service Payments

(i) The Concessionaire/Contractor shall provide the Railway with the details of Lender/s and their dues specific to the Project.

(ii) The Chief Engineer or equivalent officer of the project/contract shall verify the genuineness in respect of the due payments of Lenders.

(iii) The Arbitral Award Escrow Banker shall withdraw requisite amount for Debt Service Payments based on Railway's certification regarding Lender's dues. After withdrawal and payment of Lender's dues, the Concessionaire/ Contractor shall provide the Railway, with a copy to the escrow banker, the acknowledgement receipts of payment of dues from all the applicable lenders.

B. Payment towards Construction/Completion of the Project

1. The Concessionaire / Contractor shall provide the Railway with the following details:

(a) *The amounts due for payment to the suppliers / sub-contractors in respect of the work already completed;*

(b) *The remaining works in the Project along with the estimated costs of the respective works and the schedule for completion of such remaining works.*

(c) *The monthly / bi-annual / annual or any other periodic schedule of funds, required to complete the remaining works.*

2. *The Chief Engineer/ Engineer of the project/contract shall verify the genuineness in respect of the above overdue payments/remaining works, the associated costs, the schedule and the periodic requirement of funds.*

3. *On approval of Railway and subject to availability of funds in the designated Escrow Account, the total requirement of funds shall be earmarked for payment of the outstanding dues and Completion of the remaining works of the Projects.*

4. *The Concessionaire/Contractor shall then be allowed to withdraw the funds required to meet his obligations in the order mentioned under (1) above for completion of the project.*

C. Payment towards Construction of other projects of the Railway under execution by the Concessionaire/Contractor

Balance amounts in the Arbitral Award Escrow Account, if available after payments towards A & B above, shall be earmarked and concurrently used for the completion of other projects of Railway being executed by the Concessionaire/ Contractor, keeping the physical progress work in the order as mentioned at B.1.

D. Payment of Balance amount in Arbitral Award Escrow Account

Balance amounts in the Arbitral Award Escrow Account, if available after payments towards A, B & C above shall be appropriated in accordance with the instructions of the Concessionaire/ Contractor in terms of the Agreement executed among the parties in terms of para above.

7. <u>Events of Arbitral Award Escrow Default</u>

(i) Following events shall constitute an 'event of default' by the Concessionaire /Contractor unless such event of default has occurred as a result of Force Majeure or any act or omission of the Railway or the Lender's representative:

(a) The Concessionaire/Contractor causes the Arbitral Award Escrow Bank to transfer funds to any account of the Concessionaire/ Contractor in breach of the terms of Arbitral Award Escrow Account Agreement;

(b) The Concessionaire/Contractor fails to make any refund due to the Authority in breach of the terms of Arbitral Award Escrow Account Agreement within 5 (five) business days of such refund becoming due;

(c) The Concessionaire/Contractor commits or causes any other breach of the provisions of Arbitral Award Escrow Account Agreement and fails to cure the same within a Cure Period of 5 (five) business days; or

(d) The Concessionaire/ Contractor doesn't extend the validity of Bank Guarantee submitted to the Railway as security for the principal as well as for interest thereon, in cases where such extension is required.

(ii) Upon occurrence of an Arbitral Award Escrow Default, Railway shall be entitled to encash and appropriate the Bank Guarantee as Damages for such Arbitral Award Escrow Default.

8. **Termination of Arbitral Award Escrow Account Agreement**

(i) The Arbitral Award Escrow Agreement will be in effect till the closure of Escrow Account.

(ii) Arbitral Award Escrow Agreement shall remain in full force and effect so long as the Court decides the Appeal and a certified copy of the decision of the Court has been submitted to the Arbitral Award Escrow Bank.

(iii) In case the Court's decision is in favour of Railway, the Railway shall suo motu encash the Bank Guarantee against refunds due from the Concessionaire/ Contractor of an amount equivalent to 75% of the Arbitral Award amount along with appropriate interest till the date of such decision of the Court.

9. **Closure of Arbitral Award Escrow Account**

The Arbitral Award Escrow Banker shall close the Arbitral Award Escrow Account at the request made by the Concessionaire/ Contractor and the Railway after the decision of the Appeal by the Court and pay any amount standing to the credit thereof to the Concessionaire/ Contractor.

10. **Monitoring mechanism for arbitration cases under challenge and related Ad-hoc payments:**

(i) Pre-payment stage

(a) GM is competent authority to approve the challenge of arbitration award in full or part duly mentioning the Arbitral award amount under challenge.

(b) Chief Engineer (Construction) of the Contract shall be Nodal officer for such cases of arbitration, where award is being or has been challenged. He will co-ordinate -

i) Decision regarding challenge of arbitration award by Railway.

ii) Notice regarding opening of Escrow Account for disbursement of payout amount with requisite inputs from all concerned.

iii) Disbursement of funds into Escrow Account.

(c) Associate Finance of the Chief Engineer (Construction) shall arrange to release of payments.

(ii) **Post-payment Stage**

(a) Chief Engineer (Construction) of the Contract shall be Nodal officer for such cases of arbitration, where award has been challenged and Payout Amount has been released in Escrow account.

(b) Since release of funds may be across various projects, hence, a Programme Management Unit (PMU) under an officer (not less than a SAG level) may be set up by GM of the Railway to co-ordinate release of funds for utilization in accordance with the Arbitral Award Escrow Agreement. PMU will release funds in consultation with the nodal Chief Engineer for the project in which arbitration award has been challenged and project in which fund is required to be diverted.

(c) Chief Engineer (Construction) of the Railway shall keep accountal of Payout Amount made in Escrow Account and prepare a monthly statement for monitoring, disbursement from Payout Amount deposited in Escrow Account with a copy to all concerned.

(d) FA&CAO of the railway shall be custodian of bank guarantee and responsible for its timely extension or encashment with required input from Chief Engineer (Construction).

(e) Chief Engineer (Construction) of the Railway shall ensure 'Closure' of Escrow Account based on the outcome of challenge appeal against arbitration award based on the feedback of executive handling the arbitration, award and their challenge.

(iii) DGM (G) shall be informed of all such cases where Arbitration award has been/ is being challenged and 75% of Payout Amount has been/ is being released through Escrow Account by Monthly Report till closure of Escrow Account, who in turn shall maintain the consolidated data of all Arbitration award under challenge & Escrow Accounts being operated on their Railway.

11. Sample template of Bank Guarantee Bond (Annexure -B) and Escrow agreement is enclosed (Annexure – 'C'). Zonal Railways/PUs may develop their standard format of BG Bond & Escrow agreement accordingly.

Enclosures:
(i) Annexure –'A', 'B', & 'C'.

अनिल कुमार 06/3/17

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
Email-padcegrb@gmail.com

No.2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. New Delhi, dated March, 2017

Copy forwarded for information to :

(i) FA&CAOs, All Indian Railways.
(ii) The Dy. Comptroller and Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi

For Financial Commissioner / Railways

Annexure- A

Illustration on realisation of appropriate interest

Suppose the Award amount given by the Arbitral Tribunal as on 01.01.2015 is Rs. 100 crore. It is also awarded that if the Award amount is not paid within 60 days, it shall be payable along with 15% interest from the date of Award.

Now, assuming the cost of Capital for the PSU is 12%
Rate of interest awarded by the arbitrator: 15%
Hence, the appropriate interest will be calculated@ 15%

The total payout in terms of above Award as on 01.09.2016 is: Rs. 100 cr. + Rs. 26.25 crore (on account of interest) = **Rs. 126.25 crore.**

Bank Guarantee for Year 1:

Bank Guarantee to be taken for the amounts 75% of126.25 crore= Rs. 94.69 cr.(P) + Interest@ 15% on this amount for a period of one year = 14.20 cr(P^1). Total amount of bank Guarantee for **Year 1= Rs. 108.89 crore (P^1)**

Bank Guarantee for Year 2:

P^1+P^2 becomes 'P ' now i.e. Rs. 108.89 cr;
Interest @ 15% on **P** for one year = Rs. 16.33 cr
Total amount for which bank Guarantee is to be taken for year 2 = Rs. 108.89+ 16.33 = **Rs. 125.22 cr.** (P^3)

Bank Guarantee for Year 3:

P^3 becomes **P** here = Rs. 125.22 cr.
Add Interest@ 15% for one year = Rs. 18.78 cr.
Total amount of Bank Guarantee for Year 3 = Rs. 125.22+Rs.18.78 = **Rs. 144.00 cr.**

Annexure 'B'

Standard Template for Bank Guarantee for Payment of Arbitral Award Amount

The Chairman,
.....
.....

WHEREAS:

(A) .....[name and address of contractor] (hereinafter called the Contractor") has executed a contract (hereinafter called the "Contract") with the .....Railway [name and address of the Govt. Department/PSU], (hereinafter called the "Employer") for the execution of the ..... project/ work, subject to and in accordance with the provisions of the Contract.

(B) In accordance with Clause..... of the Contract, the Contractor/ Employer referred a dispute with the Employer/ Contractor to the arbitration and the arbitration have made and arbitral award dated ..... for an amount of Rs. ..... in favour of the Contractor.

(C) The Employer has challenged the aforesaid arbitral award in full or part in a court of law. However, the Employer has to pay 75% of this arbitral award amount, along with the interest amount, to the Contractor against a Bank Guarantee without prejudice to the final order of the court in the matter under challenge in terms of NITI Aayog O.M No. N-14070/14/2016-PPPAU dated Sept 5, 2016 and Railway Board's letter No.....dated.....issued in this regard.

(D) In consideration of the above, the Contractor has approached the Bank with a request to issue a guarantee in favour of the employer and We, through our branch at (the "Bank ") have agreed to furnish this bank guarantee (herein after called the "Guarantee") for an amount of Rs. (the "Guarantee Amount"), which is 75% of the arbitral award along with the interest amount.

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Employer, upon its first written demands, and without any

demur, reservation, recourse, contest or protest or any dispute/ litigation between the Contractor and the employer, and without any reference to the Contractor, such sum or sums up to an aggregate sum not exceeding Guarantee Amount as the Employer shall claim.

2. A written demand shall be a letter from the Authority, under the hand of an officer not below the rank of ....., stating that the arbitral award dated ..... has been set aside/modified by the court or has been decided at an amount less than 75% of the challenged arbitral award inclusive of interest shall be conclusive, final and binding on the Bank.

3. Any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under the Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 6 below and unless a demand or claim in writing is made by the Employer on the Bank and received by the Bank within the validity of this Guarantee, all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

6. The Guarantee shall cease to be in force and eject after irrespective of the fact whether the Bank Guarantee is returned or not by the Employer.

7. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

8. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up the end month in the year or until it is released earlier by the Employer pursuant to the provisions of the Contract.

9. Not withstanding anything contained herein,

   i. Bank's liability under the Bank Guarantee shall not exceed

ii. Rs.....(Rupees.....only).

iii. The Bank Guarantee shall be valid upto.

The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only on compliance of Para no. 2 above and also if a written claim or demand from the Employer is served upon and received by the Bank on or before..... (Expiry date of Bank Guarantee).

Signed and sealed this..... day..... of, 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

ii. The address, telephone number and other details of the head office of the Bank as well as of the issuing branch should be mentioned on the covering letter of issuing branch.

iii. In case of a Concession Agreement for a Public Private Partnership (PPP) project, the words "Contract", "Contractor" and "Employer" may be substituted by "Agreement", "Concessionaire" and "Authority respectively.

Annexure 'C'

ARBITRAL AWARD ESCROW ACCOUNT AGREEMENT

THIS ARBITRAL AWARD ESCROW AGREEMENT is entered into on this the .....day of 20..... AMONGST

1 [_____][1], a company incorporated under the provisions of the Companies Act, [1956/2013] and having its registered office at _____ (hereinafter referred to as the "**[Concessionaire/ Contractor]**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 THE NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

3 (insert name and particulars of the Arbitral Award Escrow Bank) and having its registered office at _____ (hereinafter referred to as the **"Arbitral Award Escrow Bank"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

[4[2] _____(insert name and particulars of Lenders' Representative) and having its registered office at _____ acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the **"Lenders' Representative"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);]

WHEREAS:

(A) The [**"Concessionaire / Contractor"**] and the Authority have entered into a [Concession Agreement /Construction Contract / Engineering Procurement Commissioning Contract] dated ..... (the "**Agreement**") whereby the Authority agreed to the [Concessionaire / Contractor] undertaking [Two / Four/ Six -Laning of the _____ section of National Highway No. ____from Km _____to Km _____under NHDP in the State of _____ on [build, operate and transfer/design, build, finance, operate and transfer][3] [("**DBFOT**")][4] basis (the "**Project**"), subject to and in accordance with the provisions of the

---

[1] Name of the concessionaire / contractor to be inserted

[2] To be inserted, in case applicable. In cases where reference to Lenders' Representative is not applicable, all references of Lenders' Representative to be deleted from the Agreement

[3] Name of the Project to be included

[4] Type of project development model to be included

Agreement;

(B) During the course of implementation of the Project, disputes/claims arose in respect of the Agreement. As the disputes could not be resolved amicably, the same were referred to Arbitration and accordingly a three member Arbitral Tribunal, as per the terms of the Agreement, was constituted to resolve the disputes between Authority and the [Concessionaire/ Contractor] under the Agreement;

(C) The Arbitration Tribunal on [Date] passed the Award in favour of the [Concessionaire / Contractor] (hereinafter referred to as the "**Arbitral Award**") allowing [claims][5] of the [Concessionaire / Contractor] amounting to [Rs. _____][6] as on [Date][7] [along with interest @___% per annum till the date of Award][8] and the [total amount along with interest @ ___% as on _____is Rs. _____lakhs][9];

(D) The Authority have preferred appeal against the Award under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "**Appeal**") before the [_____][10] (hereinafter referred to as the Court), challenging the Arbitral Award;

(E) Pursuant to NITI Aayog's OM No. 14070/14/2016- PPPAU dated 5th September 2016, Ministry of Road Transport and Highways, vide its Office Order No. NH-35014/10/2016-H dated 16.09.2016 (the "**Office Order**") has directed the Authority that, in case of claims where the Arbitration Tribunal has passed the Arbitral Award and the Authority has challenged the Arbitral Award, the Authority may pay an amount equal to 75% (seventy five percent) of the Arbitral Award as awarded in favour of the [Concessionaire /Contractor] to the [Concessionaire /Contractor] against Bank Guarantee, without prejudice to the final order of the Court in the matter under challenge;

(F) The Office Order requires the payment to be made by the Authority into a designated Escrow Account to be opened for this purpose and the amount so released shall be used, *inter alia*, on the terms and conditions stated herein;

(G) The Concessionaire has approached the Authority and vide letter no. _____ dated _____ has requested the Authority to release the amount equivalent to 75% of the Arbitral Award and has confirmed its acceptance to the terms and conditions as provided in the Office Order, including but

---

[5] Details of the claims to be inserted
[6] Amount in Figures and words to be inserted
[7] Date of Arbitral award to be inserted
[8] To be inserted, in case applicable
[9] Interest rate, date of calculation of amount and total amount to be inserted
[10] Details of the court, where the appeal has been filed to be provided

not limited to its obligation of submission of the Bank Guarantee(s) and payment of interest on the said amount;

(H) That Authority has favorably considered the above request of the Concessionaire and vide its letter dated __ has agreed to deposit the said amount in the Arbitral Award Escrow Account subject to the Concessionaire paying interest at the rate of interest awarded under the Arbitral Award under challenge (i.e. __ %), in case the Authority is successful in the Appeal;

(I) The Concessionaire has conveyed its acceptance to the above terms vide its letter No. __ dated ___.

NOW, THEREFORE, in consideration of the foregoing and as per the general directions of the aforementioned Office Order and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Arbitral Award Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Arbitral Award" shall have the meaning ascribed thereto in Recital C;

"Arbitral Award Escrow Account" means an escrow account established in terms of and under this Agreement;

"Arbitral Award Escrow Default" shall have the meaning ascribed thereto in Clause 7.1;

"Bank Guarantee(s)" shall have the meaning ascribed thereto in Clause 4.1;

"[Concession Agreement /Construction Contract / Engineering Procurement Commissioning Contract]" means the [Concession Agreemen' /Construction Contract / Engineering Procurement Commissioning Contract] referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the [Concessionaire / Contractor], and shall commence from the date on which a notice is delivered by the Authority [or the Lenders' Representative], as the

case may be, to the [Concessionaire / Contractor] asking the latter to cure the breach or default specified in such notice;

["Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Title Clause;]

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"**Permitted Investments**" shall mean:

the investments (including encashment, re-investment and change in investment) in:

(i) treasury bills or debt instruments or other securities issued by the Government of India or backed by full Government of India guarantee;

(ii) deposits with or certificates of deposits issued by scheduled commercial banks;

1.2 Interpretation

[1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.]

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the [Concession Agreement/Construction Contract / Engineering Procurement Commissioning Contract] shall, unless repugnant to the context, have the meaning ascribed thereto in the [Concession Agreement/Construction Contract / Engineering Procurement Commissioning Contract].

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4[11] [The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.]

2 ARBITRAL AWARD ESCROW ACCOUNT

2.1 Arbitral Award Escrow Bank to act as trustee

2.1.1 The [Concessionaire / Contractor] hereby appoints the Arbitral Award Escrow Bank to act as trustee for the Authority, [the Lenders' Representative] and the [Concessionaire / Contractor] in connection herewith and authorizes the Arbitral Award Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Arbitral Award Escrow Bank by the terms hereof, together with all such rights, powers, authorities and discretion as are

[11] To be updated with respect to the Concession Agreement / Contract

reasonably incidental hereto, and the Arbitral Award Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The [Concessionaire / Contractor] hereby declares that all rights, title and interest in and to the Arbitral Award Escrow Account shall be vested in the Arbitral Award Escrow Bank and held in trust for the Authority, [the Lenders' Representative] and the [Concessionaire / Contractor], and applied in accordance with the terms of this Agreement. No person other than the Authority, [the Lenders' Representative] and the [Concessionaire / Contractor] shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.

2.2 Acceptance of Arbitral Award Escrow Bank

The Arbitral Award Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Arbitral Award Escrow Bank pursuant to the provisions of this Agreement. The Arbitral Award Escrow Bank shall hold and safeguard the Arbitral Award Escrow Account during the term of this Agreement and shall treat the amount in the Arbitral Award Escrow Account as monies deposited by the Authority with the Arbitral Award Escrow Bank or any interest thereon. In performing its functions and duties under this Agreement, the Arbitral Award Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, [the Lenders' Representative] and the [Concessionaire / Contractor]. For the avoidance of doubt, in case there is a conflict between the interests of Authority, [the Lenders' Representative] and the [Concessionaire / Contractor] or their nominees, successors or assigns, the Arbitral Award Escrow Bank shall keep the interest of the Authority as paramount.

2.3 Establishment and operation of Arbitral Award Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, the [Concessionaire / Contractor] shall open and establish the Arbitral Award Escrow Account with the (name of Branch) Branch of the Arbitral Award Escrow Bank. The Arbitral Award Escrow Account shall be denominated in Indian Rupees.

2.3.2 The Arbitral Award Escrow Bank shall maintain the Arbitral Award Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Arbitral Award Escrow Bank and the [Concessionaire / Contractor] shall, [after consultation with the Lenders' Representative,] agree on the detailed mandates, terms and conditions, and operating procedures for the Arbitral Award Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Arbitral Award Escrow Bank's fee

The Arbitral Award Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Arbitral Award Escrow Bank and the [Concessionaire / Contractor]. For the avoidance of doubt, such fee and expenses shall be paid by the [Concessionaire / Contractor] directly to the Arbitral Award Escrow Bank and shall not seek any reimbursement for the same from the Authority.

2.5 Rights of the Parties

The rights of the Authority, [the Lenders' Representative] and the [Concessionaire / Contractor] in the monies held in the Arbitral Award Escrow Account are set forth in their entirety in this Agreement and the Authority, [the Lenders' Representative] and the [Concessionaire / Contractor] shall have no other rights against or to the monies in the Arbitral Award Escrow Account.

[2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.]

3 DEPOSITS INTO ARBITRAL AWARD ESCROW ACCOUNT

3.1 Deposits by the Authority

The Authority agrees and undertakes that it shall deposit into and/or credit the Arbitral Award Escrow Account with an amount equivalent to 75 % of the amount equivalent to the Arbitral Award. A detailed statement of account on the amount to be deposited and breakup thereof is attached hereto as [Annex – B].

3.2 Interest on deposits

The Arbitral Award Escrow Bank agrees and undertakes that all interest accruing on the balances of the Arbitral Award Escrow Account from the Permitted Investments shall be credited to the Arbitral Award Escrow Account.

4 BANK GUARANTEE(S)

4.1 The [Concessionaire / Contractor] in consideration of the Authority depositing the amount as stated in Clause 3, has provided the following bank guarantee(s)[12]

S. No.	Bank Guarantee issued by	Bank Guarantee Number	Amount (in figures)	Amount (in words)
1.	*********	*********	*********	*********

[12] Add details of all the Bank Guarantee(s) to be submitted

2.	*********	*********	*********	*********
3.	*********	*********	*********	*********
....	....	....	....	....

drawn in favour of the Authority, as security against 75% of the Arbitral Award and appropriate interest on such amount, for a total sum of Rs _____ (Rupees *****) (the "Bank Guarantee(s)"). A certified copy of the Bank Guarantee(s) is annexed hereto as [Annex-C].

5 WITHDRAWALS FROM ARBITRAL AWARD ESCROW ACCOUNT

5.1 Withdrawals during the Agreement

The Arbitral Award Escrow Bank shall withdraw and appropriate the amounts from the Arbitral Award Escrow Account strictly in accordance with the instructions issued by the Authority to the [Concessionaire / Contractor], as mutually agreed / decided by the Authority, [Lenders' Representative] and the [Concessionaire / Contractor]; provided that such amounts shall be appropriated in the following order:

(a) Debt service payments
(b) All payments relating to construction/completion of the Project;
(c) All payments relating to construction/completion of other projects of the Authority under execution by the [Concessionaire / Contractor]; and
(d) Balance, if any, in accordance with the instructions of the [Concessionaire / Contractor] after receiving the prior written approval of [the Lenders' Representative and] the Authority.

5.2 Application of insufficient funds:

Funds in the Arbitral Award Escrow Account shall be applied in the serial order of priority set forth in Clause 5.1. If the funds available are not sufficient to meet all the requirements, the Arbitral Award Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

[5.3 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 30[13] of the Concession Agreement. Any instructions given by the Authority to the Arbitral Award Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.]

6 OBLIGATIONS OF THE ARBITRAL AWARD ESCROW BANK

6.1 Segregation of funds

[13] To be updated with respect to the Concession Agreement / Contract

Monies and other property received by the Arbitral Award Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Arbitral Award Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Arbitral Award Escrow Bank.

6.2 Communications and notices

In discharge of its duties and obligations hereunder, the Arbitral Award Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the [Concessionaire / Contractor] upon a certificate signed by or on behalf of the [Concessionaire / Contractor];

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative[14] of any notice or document received by it in its capacity as the Arbitral Award Escrow Bank from the [Concessionaire / Contractor] or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the [Concessionaire / Contractor] of any notice or document received by it from the Lenders' Representative[15] in connection herewith.

6.3 No set off

The Arbitral Award Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Arbitral Award Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Arbitral Award Escrow Bank that the monies and properties held by the Arbitral Award Escrow Bank in the Arbitral Award Escrow Account shall not be considered as part of the assets of the Arbitral Award Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Arbitral Award Escrow Bank, be wholly excluded from the assets of the Arbitral Award Escrow Bank in such bankruptcy or liquidation.

6.4 Regulatory approvals

The Arbitral Award Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Arbitral Award Escrow Account.

7 ARBITRAL AWARD ESCROW DEFAULT

7.1 Arbitral Award Escrow Default

7.1.1 Following events shall constitute an event of default by the [Concessionaire / Contractor] (an "Arbitral Award Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority [or the Lenders' Representative]:

[14] To be replaced by "the Authority", in cases where reference to Lenders' Representative is not applicable
[15] To be replaced by "the Authority", in cases where reference to Lenders' Representative is not applicable

(a) the [Concessionaire / Contractor] causes the Arbitral Award Escrow Bank to transfer funds to any account of the [Concessionaire / Contractor] in breach of the terms of this Agreement;

(b) the [Concessionaire / Contractor] fails to make any refund due to the Authority in breach of the terms of this Agreement within 5 (five) business days from the date such refund becomes due; or

(c) the [Concessionaire / Contractor] commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

(d) the [Concessionaire / Contractor] fails to extend the validity of Bank Guarantee(s), referred to in Clause 4.1of this Agreement, submitted to the Authority as security for principal as well as for interest thereon, in cases where such extension is required.

7.1.2 Upon occurrence of an Arbitral Award Escrow Default, the Authority shall be entitled to encash and appropriate the relevant amounts from the Bank Guarantee(s) provided under Clause 4.1 as Damages for such Arbitral Award Escrow Default.

8 TERMINATION OF ARBITRAL AWARD ESCROW AGREEMENT

8.1 Duration of the Arbitral Award Escrow Agreement and Arbitral Award Escrow Account

The Arbitral Award Escrow Bank shall, at the request of the [Concessionaire / Contractor] and the Authority, made after decision on the Appeal by the Hon'ble Court, pay any amount standing to the credit thereof to the [Concessionaire / Contractor] and close the Arbitral Award Escrow Account. Upon closure of the Arbitral Award Escrow Account hereunder, this Arbitral Award Escrow Agreement shall be deemed to be terminated.

8.2 Substitution of Arbitral Award Escrow Bank

The [Concessionaire / Contractor] may, by not less than 45 (forty five) days prior notice to the Arbitral Award Escrow Bank, the Authority [and the Lenders' Representative], terminate this Agreement and appoint a new Arbitral Award Escrow Bank, provided that the new Arbitral Award Escrow Bank is acceptable to [the Lenders' Representative][16] and arrangements are made satisfactory to [the Lenders' Representative][17] for transfer of amounts deposited in the Arbitral Award Escrow Account to a new Arbitral Award Escrow Account established with the successor Arbitral Award Escrow Bank pursuant to another Arbitral Award Escrow Agreement entered

[16] To be replaced by "the Authority", in cases where reference to Lenders' Representative is not applicable
[17] To be replaced by "the Authority", in cases where reference to Lenders' Representative is not applicable

between such successor Arbitral Award Escrow Bank, the Authority, the [Concessionaire / Contractor] [and the Lenders Representative] in the same form as this Agreement.

The termination of this Agreement shall take effect only upon coming into force of an Arbitral Award Escrow Agreement with the substitute Arbitral Award Escrow Bank.

9 SUPPLEMENTARY ARBITRAL AWARD ESCROW AGREEMENT

9.1 Supplementary arbitral award escrow agreement

There shall be no supplementary Arbitral Award Escrow Agreement.

10 INDEMNITIES

10.1 General indemnity

10.1.1 The [Concessionaire / Contractor] will indemnify, defend and hold the Authority, Arbitral Award Escrow Bank [and the Senior Lenders, acting through the Lenders' Representative], harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the [Concessionaire / Contractor] of any of its obligations under this Agreement or on account of failure of the [Concessionaire / Contractor] to comply with Applicable Laws and Applicable Permits.

10.1.2 The Authority will indemnify, defend and hold the [Concessionaire / Contractor] harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the [Concessionaire's / Contractor's] obligations under the [Concession Agreement / Construction Contract / Engineering Procurement Commissioning Contract] or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

10.1.3 The Arbitral Award Escrow Bank will indemnify, defend and hold the [Concessionaire / Contractor] harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Arbitral Award Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the [Concessionaire's / Contractor's] obligations under the [Concession Agreement /Construction Contract / Engineering Procurement Commissioning Contract] other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Arbitral Award Escrow Bank, its officers, servants and agents.

10.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 10.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

11 DISPUTE RESOLUTION

11.1 Dispute resolution

11.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

11.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be Delhi and the language of the arbitration proceedings shall be English.

12. MISCELLANEOUS PROVISIONS

12.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

12.3 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

12.4 Waiver

12.4.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

12.4.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

12.5 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

12.6 Survival

12.6.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

12.6.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

12.7 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 11.1 of this Agreement or otherwise.

12.8 Successors and assigns

This Agreement shall be binding on and shall enure to the benefit of the Parties and their respective successors and permitted assigns.

12.9 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a

day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

12.10 **Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

12.11 **Authorized representatives**

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

12.12 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF [CONCESSIONAIRE / CONTRACTOR] has been affixed pursuant to the resolution passed by the Board of Directors of the [Concessionaire / Contractor] at its meeting held on the day of 20 hereunto, in the presence of....., Director, who has signed these presents in token thereof and Company Secretary / Authorized Officer who has countersigned the same in token thereof[4].

[AND DELIVERED

For and on behalf of

SENIOR LENDERS by the

Lender's representative:]

[4]To be affixed in accordance with the articles of association of the Concessionaire / Contractor and the resolution passed by its Board of Directors.

For and on behalf of [Concessionaire / Contractor]
pursuant to the resolution passed by the Board of
Directors of the [Concessionaire / Contractor]

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(E-mail address)
SIGNED, SEALED AND
DELIVERED
For and on behalf of
THE ARBITRAL AWARD ESCROW BANK by
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(E-mail address)
SIGNED, SEALED
In the presence of:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(E-mail address)
SIGNED, SEALED AND
DELIVERED
for and on behalf of
THE AUTHORITY by:
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(E-mail address)

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2016/CE-I/CT/ARB/3 (NITI Aayog)/Pt.2 31.01.2017

As per list attached.

Sub- Modus Operandi for switching over to the Arbitration and Conciliation (Amendment) Act 2015, based on recommendation of NITI Aayog.

Ref.- RB's letter no. 2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. dated 08.11.16.

Vide Board's letter referred above, on the recommendation of NITI Aayog, Railways were advised to shift existing ongoing Arbitration cases duly examining the feasibility with a vision to expedite finalization of arbitration cases under Arbitration and Conciliation (Amendment) Act 2015.

2. Board (ME & FC) has approved the procedure order to switch over existing ongoing Arbitration cases to the Arbitration and Conciliation (Amendment) Act 2015 is as under:

"In cases where the Arbitration proceedings are still under process (unless the same are at final stages) under the provisions of the pre-amended Arbitration Act, Railway would send a communication (under acknowledgement) to the Contractor/ Concessionaire to give their consent within the period of thirty (30) days (*If office of the concerned Railway Authority remains off on 30th day, then upto next working day after 30th day*) of receipt of such communication letter to switch over to the provisions of the Arbitration and Conciliation (Amendment) Act 2015. Such consent should be obtained in the enclosed standard format."

Where the Contractor/ Concessionaire gives their consent to such a communication within specified period, Railways shall arrange to take up the matter with the existing Arbitration Tribunal for switching over to the conduct of proceedings under the Arbitration and Conciliation (Amendment) Act 2015.

Such communication will be termed as valid communication for shifting of Arbitration cases, only if it is received in the enclosed format in the office of letter issuing authority within the specified period. Any other communication for whatsoever reasons will be termed as invalid and be not taken into cognizance.

The ongoing arbitration procedure shall be continued as per their terms & conditions till final decision on switching over Arbitration case to Arbitration and Conciliation (Amendment) Act 2015 is communicated to Tribunal and Parties.

All cases where the Contractor/ Concessionaire does not respond or respond after specified period to such communication letter to switch over to the amended provisions of the Arbitration Act or decline to give their consent shall be summarized by Railway. A list of all such parties shall be maintained for reporting to Railway Board under the Action taken report (ATR)."

अधिक सचिव 31/1/17

(DFM-I)

3. This issues with the concurrence of Finance Dte. of Ministry of Railways.

4. Please acknowledge receipt.

Encl.- Annexure-I.

अनिल कुमार 31/01/17

(अनिल कुमार)

निदेशक/वित्त इंजीनियरिंग (जी)/रेलवे बोर्ड

(Phone:+91-9717647611, e-mail address: dcegrb@gmail.com)

No. 2016/CE-I/CT/ARB/3 (NITI Aayog)/Pt.2 31.01.2017

Copy forwarded for information to :

(i) FA&CAOs, All Indian Railways,

(ii) The Dy. Comptroller and Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi

31/1/17

For Financial Commissioner / Railways

Annexure – I

Undertaking

Ref- _____Railway's letter No. _____ dated ____

Sub- Shifting of Arbitration case no. _____ to provisions of Arbitration Act (Amendment)' 2015 under CA No. _____ in connection with the work of _____ _____ _____.

1. I/We _____ am/are willing to shift my arbitration case no. _____ with GM/_____Railway for a claim of Rs._____ under agreement no _____ for the work named _____ _____ _____.
2. I/We do hereby waive off the applicability of section 12(5) of Arbitration act (Amendment)'2015 in order to continue Arbitration case under Existing Arbitration Tribunal.
3. I/We hereby confirm that I will abide by the proceedings / decisions /awards of ongoing Arbitration procedure in entirety till communication to switch over existing arbitration case is communicated to me/us by the Tribunal
4. I/We hereby undertake to abide by the Railway's decision in regard to switch over the proceedings of Arbitration case to the provisions of the Arbitration Act (Amendment)'2015.

Signature of Contractor

Countersigned by Competent Authority of Railways

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2016/CE-I/CT/ARB/3 (NITI Aayog) **Dated: 02.01.2017**

As per list attached.

Sub:- Monitoring of Arbitration cases for implementation of instructions related to "Measure to revive Construction Section" issued by NITI Aayog.

Ref.:- Railway Board's letter no. 2016/CE-I/CT/ARB/3 (NITI Aayog) dated 08.11.2016.

Vide Board's letter referred above, it has been advised to implement the decisions taken to switch over the on-going Arbitration cases to the provisions of amended Arbitration Act 2015 and release of 75% of arbitration award immediately after declaration of arbitration award, as a measure to revive the Construction Sector. The implementation of these items is being monitored on weekly basis by NITI Aayog.

In view of above, Railways are requested to submit their weekly consolidated position through DGM/G (Nodal officer for arbitration cases) in following format:

1.	**Switching over to the provisions of amended Arbitration Act AS ON.....**		
(i)	Number of on-going Arbitration cases.		
(ii)	Number of cases in which consent of the contractors/ concessionaires has been received for switching over.		
(iii)	Number of cases in which consent has been received from the contractors/ concessionaires.		
2.	**Release of 75% of the Arbitral Amount against a Bank Guarantee**		
(i)	Summary of cases, in which the arbitral award has been challenged in the court by the Railway.	No. of cases	Amount in cases
(ii)	Summary of cases, in which communications have been sent to the contractors/ concessionaires for opening of the Escrow Accounts and submission of the Bank Guarantee.		
(iii)	Summary of cases, in which the contractors/ concessionaires have opened the Escrow Account and furnished the Bank Guarantee		
(iv)	Summary of cases, in which 75% of the Arbitral Award has been released.		

The replies may be sent through e-mail at mksinha75@gmail.com or padcegrb@gmail.com with subject mentioned as –**"Summarized position of Arbitration cases for the week ending....."**

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone:030-47598 e-mail address: padcegrb@gmail.com]

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No: 2015/CE-I/CT/ARB/18 New Delhi, dated 16.11.2016

To,
As per list attached

Sub: Amendment to Annexure of Board's letter of even no. dated 11th November 2016 regarding "modification to Clause 64 of General Conditions of Contract - 2014 for implementation of Arbitration and Conciliation (Amendment) Act 2015".

Ref.-Board's letter no. 2015/CE-I/CT/ARB/18 dated 11th November, 2016.

Subsequent to the promulgation of Arbitration and Conciliation (Amendment) Act, 2015, Clause 64 of the General Conditions of Contract (GCC-2014) has been modified vide Railway Board's letter referred above. However, during issue of letter, the draft copy of annexure regarding "format of certification by Arbitrators" was inadvertently enclosed.

2. Item No. 8 of the said annexure stipulates regarding certification by Arbitrator to conclude the arbitration process within twenty seven months (i.e arbitration process-twenty four months and rendering of award - three months) as against twelve months.

3. In view of above, the said annexure is cancelled and modified annexure is enclosed alongwith approved letter.

4. Please acknowledge receipt.

DA: As above

अनिल कुमार 16/11/16
(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone:+91-9717647611, e-mail address: dcegrb@gmail.com]

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2015/CE-I/CT/ARB/18

New Delhi, dated 11th November, 2016

To,

As per list attached

Sub: Modification to clause 64 of General Conditions of Contract - 2014 for implementation of Arbitration and Conciliation (Amendment) Act 2015.

In view of the promulgation of the Arbitration and Conciliation (Amendment) Act 2015, it has been decided by Board to modify Clause 64 of Indian Railways General Conditions of Contract (GCC-2014) as under:-

64.(1) : Demand For Arbitration :

64.(1) (i) : In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63 of these Conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1) (ii) (a)

The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1) (ii) (b)

The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given under Annexure XII of these conditions.

64.(1) (iii) (a)

The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1) (iii) (b)

The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1) (iii)(c)

The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

64.(1) (iii) (d)

Place of Arbitration : The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1) (iv)

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1) (v)

If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2).

Obligation During Pendency Of Arbitration : Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator :

64.(3) (a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off :

64.(3) (a) (i) : In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

64.(3) (a) (ii) : In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of

dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.(3) (b) : Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off :

The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid dumand for arbitration is received by the GM.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3) (c) (i) : If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii) :

(a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the

parties.

64.(3) (c) (iii) (i) Qualification of Arbitrator (s)

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, three years after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(ii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) (i), 64.(3)(a) (ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3) (d) (i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3) (d) (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3) (d) (iii) A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64.(6)

(a) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure II to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(b) (i) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.

(ii) Arbitrator tribunal shall be entitled to 50% extra fee if Award is decided within six months.

64.(7)

Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

3. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

4. Please acknowledge receipt.

Enclosures:
(i) Annexure –XII to GCC,
(ii) Format of Certification by Arbitrators.

(अनिल कुमार)
निदेशक/वित्त इंजीनियरिंग (जी)/रेलवे बोर्ड
[Tele: 030-47598(Rly), 9717647611(CUG)]
Email-padcegrb@gmail.com

No. 2015/CE-I/CT/ARB/18 **New Delhi, dated 18th November, 2016**

Copy forwarded for information to :
(i) FA&CAOs, All Indian Railways.
(ii) The Dy. Comptrolier and Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi

For Financial Commissioner / Railways

Annexure- XII

Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act

I/we.....(Name of agency/contractor) with reference to agreement no.....raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

(i) Claim 1 - Detailed at Annexure-
(ii) Claim 2 -
(iii) Claim 3-

I/we.....(post of Engineer) with reference to agreement no.....hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (name of claimant) with reference to agreement no.....hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

31/10/18

N.Rly.

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name :

2. Details :

3. Prior experience (Including Experience with Arbitrations) :

4. **I do not have more than five on-going Arbitration cases with me.**

5. I hereby certify that I have retired from Railways w.e.f. and empanelled as Railway Arbitrator as per The Arbitration and Conciliation Act- 1996.

6. I have no any past or present interest in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present interest in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests are as under ;

7. I have no past or present interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of clause 12 (5) and Seventh schedule of The Arbitration and Conciliation Act- 1996.

Or

I have past or present interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of clause 12 (5) and Seventh schedule of The Arbitration and Conciliation Act- 1996. The details of such interests are as under ;

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twenty-four months and render an award within three months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twenty-four months and render an award within three months. The list of such circumstances are as under ;

31/10/17

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No.2016/CE-I/CT/ARB/3(NITI Aayog)/Pt. New Delhi, Dt. 08.11.16

To,
As per list attached.

Sub:- Measures to revive the Construction Sector.

Ref.:- NITI Aayog's OM No. N-14070/14/2016-PPPAU dt. 05.0916

Vide their above referred Office Memorandum, NITI Aayog has conveyed the decision taken by the Cabinet Committee on Economic Affairs (CCEA) regarding the 'Measures to revive the Construction Sector'. These measures include provisions related to arbitration and arbitration award such as :

(a) Switching over to the provisions of amended Arbitration Act in old arbitration cases processed under the pre-amended Act and yet to conclude, with the consent of the parties;

(b) Release of 75% of the Arbitral Amount immediately after declaration of Arbitration award against a suitable Bank Guarantee bond.

The matter has been examined in Board's office and Board has approved for implementing the same over Indian Railways. A copy of the above mentioned OM is enclosed for necessary action please.

DA: As above

अनिल 08/11/16

(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone:+91-9717647611, e-mail address: dcearb@gmail.com]

LIST FOR DISTRIBUTION

1. General Managers, All Indian Railways & Production Units.
1a. General Manager (Con), N.F. Railway, Guwahati.
1b. General Manager /CORE, Allahabad.
2. Principal Chief Engineers, All Indian Railways.
3. Chief Administrative Officers (Con), All Indian Railways.(Except N.F. Railway)
4. FA&CAOs/ All Indian Railways.
5. Chief Vigilance Officers, All Indian Railways.

Copy to:

(A)

1. CAO/CAO(R), COFMOW, Tilak Bridge, New Delhi.
2. CAO/CAO(R), Diesel Locomotive Works, Patiala(Punjab).
3. CAO, Rail Coach Factory/Rae Bareli Project, Kishanganj, Delhi -110007.

(B)

1. Director General, RDSO, Manak Nagar, Lucknow.
2. Director General, Railway Staff College, Vadodara
3. Director, IRICEN, Rail Path, Pune - 411 001 (Maharashtra).
4. Chief Commissioner of Railway Safety, Ashoka Road, Lucknow.

(C)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi- 110 001.
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
4. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
5. MD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
7. MD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
8. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
10. MD, CRIS, Chanakyapur, New Delhi.
11. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003.
12. RCF, Rae Bareilly, Kishan Ganj, Delhi-110007.
13. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
14. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar.

Copy to:

ME, M(Tr.), M(RS), FC, DG(S&T), DG(RS), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), Adv(Projects), Adv.(L&A), Adv(Bridges), EDCE(G), EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S)-I, EDCE(B&S)-II, EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A)-I, ED(L&A)-II, ED(L&A)-III, ED(PSU).

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

NITI Bhawan, New Delhi
September 05, 2016

Office Memorandum

Subject: Measures to revive the Construction Sector – reg.

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

2. Accordingly, following instructions are hereby issued for compliance and necessary action by all concerned i.e. the Government Departments/ Ministries/ Public Sector Undertakings awarding the public contracts/ implementing various projects involving construction activities:

2.1 In case of contracts/ concessions where the process of arbitration was initiated under the pre-amended Arbitration Act, the PSUs/ Departments may seek the consent of the contractors/ concessionaires to transfer the pending cases under the amended Arbitration Act, wherever possible. The shift to amended Arbitration Act is expected to make the arbitration process more cost effective and help in settlement of the disputes in a timely manner;

2.2 In case of claims where the PSU/ Department has challenged the Arbitral Award already announced, 75% of the award may be paid by the PSU/ Department to the contractor/ concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of the same PSU/ Department, as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of the PSU/ Department may be allowed to be used by the contractor/ concessionaire with the prior approval of

2.3 In case the subsequent court order requires refund of the money paid by a PSU/ Department against a Bank Guarantee, the amount shall be refunded by the contractor/ concessionaire along with appropriate interest. The rate of interest on such refund amount may be decided by the PSU/ Department keeping in view the cost of capital to the PSU/ Department or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

Notes:

(i) For Departments, cost of capital shall be taken as Weighted Average Coupon rate of outstanding stock of Central Government securities for the period ending in the preceding quarter, or Weighted Average Coupon rate of Central Government securities issued during the preceding quarter (whichever is higher);

(ii) PSUs shall either calculate their own cost of capital or take State Bank of India's One Year Marginal Cost of fund-based Lending Rate plus 2%;

(iii) The appropriate interest rate on such refund shall be decided at the time of releasing funds to the Escrow Account;

(iv) If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against bank guarantee as per the laid down criteria.

3. All the concerned Ministries/ Departments shall also issue instructions to their respective PSUs for taking necessary action accordingly.

(A. Muthuvezhappan)
Director (PPPAU)

To

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

Copy for information to:

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

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 95/CE-I/CT/24 Pt. (Duplicate) New Delhi, dated 06.12.2013

The General Manager,
Eastern Railway, Kolkata.

विषय: Provision of Pass facility to the Arbitrator/Co-arbitrators (Retired Railway Officers).

संदर्भ: i) Eastern Railway's letter No G.470/78/IX/P dated 27.11.2013.
ii) Board's letters No. 95/CE-I/CT/24 dated 14.11.96 and 12.01.2004.

Kindly refer to your letter under reference on the subject mentioned above requesting to issue suitable guidelines in this matter.

The matter has been reviewed in Board's office and it is clarified that retired Railway Officers while working as an arbitrator are entitled for Duty Pass (the class for which the officer was entitled before retirement) for their journey to attend the arbitration proceedings from/to their normal place of residence (outstation) and also for site inspection. The claimant and the respondent would share the cost of the same equally.

6.12.13

(आलोक कुमार)
कार्यकारी निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड

Copy to: General Manager/All Indian Railways (except Eastern Railway) for information and necessary action please.

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
रेलवे बोर्ड Railway Board

No.2012/CE-I/CT/ARB/24 New Delhi, dated 22.10.2013
05.11.2013

To,
As per list attached.

विषय : Amendment to Clause 64(3)(a)(i) of the General Conditions of Contract - raising the limit for Sole Arbitrator from Rs. 10,00,000 (Rupees ten lakh) to Rs. 25,00,000 (Rupees twenty five lakh).

संदर्भ : Railway Board's letters no. 96/CE-I/CT/29, dated 06.08.97, no. 2003/CE-I/CT/4, dated 09.10.03 & no. 96/CE.I/CT/29 (Vol.I), dated 05.01.05.

****

The question of raising the limit for Sole Arbitrator from Rs. 10,00,000 has been under consideration of the Board and it has now been decided, in supersession to earlier letters to raise this limit to Rs. 25,00,000. Accordingly, Clause 64(3)(a)(i) of the General Conditions of Contract is hereby modified as under :

Clause 64(3)(a)(i) –

*"In cases where the total value of all claims in question added together does not exceed **Rs.25,00,000 (Rupees twenty five lakh only)**, the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a gazetted officer of Railway not below JA grade, nominated by the General Manager. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM."*

2. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

3. Please acknowledge receipt.

(आलोक कुमार)
कार्यकारी निदेशक/वित्त इंजीनियरिंग(जी)/रेलवे बोर्ड

No.2012/CE-I/CT/ARB/24 New Delhi, dated 22.10.2013
05.11.2013

Copy forwarded for information to :

1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Audit General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/ Railways

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2010/CE-I(Spl)/CT/9 New Delhi, dated 18.08.2011

The General Managers,
Northern Railway, New Delhi.
West Central Railway, Jabalpur.

विषय : Arbitration Fee of retired Railway Officers/Outsider working as Arbitrators appointed by the Hon'ble High Court.

संदर्भ : i) Northern Railway's letter no. 11-PUB/29/PPC/Arb/Loose, dated 07.07.11.
ii) WC Railway's letter no. WCR/HQ/C/W.P. No-9266/07, dated 17.06.11.
iii) Board's letter no. 2009/CE-I/CT/14, dated 24.06.09.

Kindly refer to your letter under reference on the subject mentioned above, requesting to issue guidelines for the arbitration fee of a retired Railway Officer or outsider working as Arbitrator appointed by Hon'ble High Court.

In terms of Board's letter referred above, the maximum fee prescribed for the retired Railway Officer working as Arbitrator has been raised from Rs.50,000 to Rs.75,000 per case. This circular is applicable to retired Railway Officers who work as an Arbitrator appointed by Railways.

The matter has been reviewed in Board's office and it is clarified that Arbitrators, appointed by the Hon'ble High Court either retired Railway Officers or outsiders, i.e. retired Judges etc., are at liberty to fix their remuneration unless otherwise agreed by the parties under Section 31(8) of Arbitration & Conciliation Act, 1996.

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

18-8-11
(आलोक कुमार)
कार्यकारी निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड

Copy to : The General Manager/All Indian Railways (except Northern Railway and West Central Railway) for information and necessary action please.

RBE No. 129/10

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

New Delhi, dated : 11-09-2010

No. E(G) 2010 HO 1/20

The General Managers
All Indian Railways & Production Units etc.
(As per standard mailing list)

Sub : Remuneration to Railway Officers acting as Arbitrators.

Ministry of Railways have reviewed the rate of honorarium payable to railway servants appointed to act as Arbitrators in disputes between the Govt. of India and private parties as laid down in Board's letter No. E(G)2004 HO1-2 dated 24-02-2004 in the light of the instructions issued by the Ministry of Personnel, Public Grievances and Pension, Department of Personnel & Training.

2. In partial modification of the instructions contained in Board's letter dated 24-02-2004 referred to above, it has been decided that honorarium shall be paid to Railway servants appointed to act as Arbitrator @ ₹ 500 per day or ₹ 250 per half day subject to a maximum of ₹10,000/- per case. The condition for grant of such honorarium to the arbitrators laid down in Board's letter dated 24-02-2004 would continue. The enhanced rates would be effective retrospectively w.e.f. 27-10-2008.

3. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

(Madan Lal)
Jt. Director, Estt. (Genl.)
Railway Board

No. E(G) 2010 HO 1-20 New Delhi, dated 11-09-2010

Copy (with 40 spares) forwarded to the Deputy Comptroller and Auditor General of India (Railways),Room No. 224, Rail Bhawan, New Delhi.

for FINANCIAL COMMISSIONER/RAILWAYS.

No. E(G) 2010 HO 1-20 New Delhi, dated 11.09.2010

Copy forwarded to:-

1. The General Secretary, NFIR (with 35 spares)
2. The General Secretary, AIRF (with 35 spares)

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD

No. 2009/CE-I/CT/40 New Delhi, dated 23.4.2010.

The Principal Chief Engineers & FA & CAOs
All Indian Railways.

The CAO/Cs & FA & CAO/Cs
All Indian Railways.

Sub:- Out- of - Court settlement of Arbitration awards related to contract matters.

In a case investigated by Vigilance, in one of the Railways, it was found that the Railway concerned had gone for out-of-court settlement of arbitration awards related to contractual matters. The existing rules/instructions and the GCC do not empower the Zonal Railways for any such out of court settlements and hence Zonal Railways are advised not to resort to any such out - of -court settlement of arbitration awards related to contractual matters.

These instructions, however, do not preclude constitution of departmental committees (before the case is referred to arbitration) to discuss the problems in a contract with a view to resolving the issues to the extent possible which result not only in expeditious resolution of disputes in contracts, but may also result in reduction in the number of cases being referred to arbitration.

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T. Gupta)
Exe. Director Civil Engineering (G),
Railway Board.

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD

No.2009/CE-I /CT/50

New Delhi, dated 12.02.2010

The Pr. CEs/CAO/Cs,
All Indian Railways

Sub: Application for setting aside Arbitral Award

A case has been brought to the notice of Railway Board where one of the Zonal Railways had filed objections in the Court of Law against an award published by the Arbitral Tribunal consisting of SAG Officers. The Hon'ble High Court has observed in this case that each and every finding including the factual findings reached by the Arbitral Tribunal had been challenged and deemed it appropriate to bring that case to the notice of Railway Board and further directed that a policy decision with regard to streamlining of filing of objections be framed by Railway Board.

The matter has been examined in Board and it is observed that the concerned Railway had failed to put up correct facts before the Hon'ble High Court. In terms of Section 34 of the "Arbitration and Conciliation Act 1996", there is a provision for making the Application to the Court for setting aside the arbitral award. The grounds for which the arbitral award can be turned down by the Court of law have also been elaborated therein.

It is also noted that the Railways are challenging the arbitral award on flimsy grounds in routine manner. Needless to say that the Arbitral Tribunals are appointed/constituted by the Railways themselves.

It is, therefore, advised that all concerned may go through the provisions of Section 34 carefully and recourse for striking down the arbitrel awards may be undertaken only in terms of this section. Approaching the Court of Law for striking the arbitral award due to reasons not covered under the provisions of the Act should be avoided. Such action on the part of the administration not only defeats the very purpose of arbitration, but also results in unnecessary and protracted correspondence with the contractor.

It is further mentioned that Railway Board have not issued any other direction for filing of objections in the Court of Law against Arbitral Awards.

This disposes off Northern Railway's letter No. 74-W/1/1/365/WA/JAT/Doubling/Arb dated 11.12.2009, who may take suitable action to inform the Hon'ble High Court.

This issues in consultation with the Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T.GUPTA)
Exec. Director, Civil Engg.(G)
Railway Board

247

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भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2009/CE-I/CT/14 **New Delhi, dated 24.6.2009**

As per list attached

Sub:- Appointment of Retired Railway Officers as Arbitrators

Ref:- Board's letter No. 95/CE-I/CT/24 dated 12.1.2004.

Vide Para 3 of the Annexure 'A' to the above referred letter, the maximum fee prescribed for the Retired Railway Officers for working as Arbitrators was fixed at Rs. 50,000/-(Rupees fifty thousand only). Board have now decided to raise this limit to Rs. 75,000/-(Rupees seventy five thousand only).

This will be applicable with prospective effect for future cases of appointment of Arbitrators.

Please acknowledge receipt.

(T.GUPTA)
Exe. Director Civil Engg (G)
Railway Board

No. 2009/CE-I/CT/14 **New Delhi, dated 24.6.2009**

Copy forwarded for information to

(i)FA & CAOs – All Indian Railways.
(ii)Dy. Comptroller & Auditor General of India(Railways), Room No. 224, Rail Bhavan, New Delhi (with 46 spares)

For Financial Commissioner/Railways.

RBE No. 35/04

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

150 गौरवपूर्ण वर्ष
No. E(G)2004 HO1-2.

रेल भवन, नई दिल्ली-110001, दिनांक 24-2-04
Rail Bhavan, New Delhi-110 001, dated

The General Managers,
All Indian Railways and
Production Units, etc.

Sub: Remuneration to Railway officers acting as Arbitrators.

Ministry of Railways have reviewed the rate of honorarium payable to Railway servants appointed to act as Arbitrators in disputes between the Govt. of India and private parties as laid down in letter No. E(G)90 HO1-18 dated 17/10/91. The matter was discussed in full Board Meeting held on 27/11/2003 wherein a decision has been taken to enhance the honorarium payable to Railway servants acting as Arbitrators in supercession of Board's letter dated 17/10/91. It has been decided that honorarium shall be paid to Railway servants appointed to act as an Arbitrator to settle the disputes @ Rs.300/- per day or Rs.150/- per half day subject to a maximum of Rs.10,000/- per case. For this purpose a day means more than two hours continuous work on any date and half day means work for 2 hours or less. The officer working as Arbitrator shall record a certificate in writing indicating whether he has worked for a half day or for full day on a particular day. The above honorarium to a serving Railway officer acting as an Arbitrator shall be payable irrespective of the Deptt. to which the case pertains. However, while nominating Arbitrator, it should be ensured that the officer should not have dealt with that particular case previously.

This has the sanction of the President and issues with the concurrence of Finance Directorate of the Ministry of Railways.

(M.D. PILLAI)
JT. DIRECTOR ESTT. (G)

No. E(G)2004 ho1-2

New Delhi, dated 24.2.2004.

Copy forwarded to:

1. FA&CAO, All Indian Railways and Production Units.
2. Joint Director (Finance), RDSO, Lucknow.
3. General Secretary, IRCA, New Delhi.

(M.D. PILLAI)
JT. DIRECTOR ESTT. (GENL.)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24 RB/CE.I/1/2004

New Delhi, dated 12 01.2004

(As per list attached)

Sub: Appointment of Retired Railway Officers as Arbitrators

Ref: Board's letter No.95/CE.I/CT/24 dated 14.11.96

In continuation of Board's letter of even number dated 14.11.96, Board have further decided on the fee payable for retired railway officers for working as arbitrator.

Guidelines for appointment of retired railway officers as arbitrators and fees payable to them are enclosed as Annex. A. The earlier instructions issued on the subject vide Board's letter referred to above, are also enclosed as Annexure-B.

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Encl: As above

(PARMOD KUMAR)
Exec.Director, Civil Engineering(G)
Railway Board

Copy to Legal Cell and F(X)I Branch in Board's office.

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Annexure-'A'

Guidelines for appointing the Retired Railway Officer(s) as Arbitrator(s) and fee payable to.

1. A panel of arbitrators shall be drawn up by the concerned Zonal Railway after obtaining vigilance clearance from Railway Board. Since in all arbitration cases having three or more members, one member will be from Finance and most of the arbitration cases are from Civil Engineering Department, larger panels of Finance and Civil Engineering officers should be formed. The panel should be reviewed every year by G.M. in consultation with Railway Board Vigilance and names added/deleted, as necessary.

2. Out of 3 or more arbitrators, not more than one arbitrator should be a retired railway officer (retired not below the rank of SAG), age not exceeding 70 years and in reasonably good mental and physical fitness. The presiding arbitrator should be a serving railway officer.

3. Retired railway officer while working as an arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter-claims subject to maximum of Rs 50,000/- per case. This would include the convevance charges from the residence of the arbitrator to the place of hearing, if it happens to be in the same city where the retired railway officer (appointed arbitrator) resides.

4. Clerical and stenographic assistance, including stationery shall be provided by the Railway. However, if the arbitrator brings his own Steno and does not ask for any assistance, he/she can be paid an honorarium up to 10 per cent of the fee of one arbitrator subject to a minimum of Rs 500/- per case and cost of stationery as per actuals.

5. The fees proposed for arbitration and the honorarium for clerical/stenographic assistance may be reviewed every 3 years. The review will be done by Railway Board.

6. The claimant and the respondent would share all the cost of arbitration equally.

7. All other clauses/conditions would be the same, as already agreed by the Board and circulated to Railways vide Board's letter No.95/CE.I/CT/24, dated 14.11.1996 (copy enclosed).

भारत सरकार
रेल मंत्रालय (रेलवे बोर्ड)

सं. 2003/सी ई I/सी टी/5 बोर्ड I

नई दिल्ली, दिनांक : 5.12.03

सभी महाप्रबंधक एवं अन्य,
संलग्न सूची 'ए' के अनुसार.

विषय : माध्यस्थम संबंधी मामलों का निपटान
संदर्भ : बोर्ड का 2.7.2003 का समसंख्यक पत्र

पुराने जोनों के बंटवारे से पूर्व उत्पन्न होने वाले माध्यस्थम संबंधी मामलों के निपटान के संबंध में नीति जारी करने के बाद नए जोनों के क्षेत्राधिकार के अंतर्गत पहले से अंतरित भाग के माध्यस्थम संबंधी मामलों में निपटने में होने वाली विभिन्न समस्याओं का उल्लेख करते हुए, मूल/पुराने जोनों से कई पत्र प्राप्त हुए हैं.

इस मामले की अब पुनरीक्षा की गई है और बोर्ड (सदस्य इंजीनियरी) ने अब यह विनिश्चय किया है कि ऐसे मामले जिनमें मूल जोनों द्वारा मध्यस्थ नियुक्त किए गए हैं और जिन्होंने कम से कम एक सुनवाई की है, पर मूल जोन द्वारा कार्रवाई की जाएगी. अन्य मामले आगे निपटान के लिए नए जोनों में अंतरित किये जाएंगे. ये अनुदेश तत्काल प्रभाव से लागू होंगे.

कृपया इस पत्र की पावती दें.

प्रमोद कुमार

(प्रमोद कुमार)
कार्यपालक निदेशक, सिविल इंजी (सा.)
रेलवे बोर्ड.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

NO.95/CE-I/CT/29 .. New Delhi, dated 6.8.1997.

The General Managers,
All Indian Railways,
and others.

(As per list attached)

Sub: Arbitration & Conciliation Ordinance, 1996.

....

Clause No.63 & 64 of General Conditions of Contract have been revised in view of the promulgation of the Arbitration and conciliation Ordinance 1996. Revised Arbitration Clause have been approved as follows:-

63. Matters finally determined by the Railway - All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses 8(a), 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) (b) of General Conditions of Contract or in any clause of the special conditions of the contract shall be deemed as 'excepted matters' and decisions of the Railway authority, thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

64(1)(i) - Demand for Arbitration-

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.

64(1)(ii)-

The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim itemwise. Only such dispute(s) or

Contd...2/-

difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

64(1)(ii)(a) -

The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(b)The claimant shall submit his claim stating the facts supporting the claims alongwith all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c)The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

64(i)(iii) -

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64(i)(iv) -

If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64(2) -

Obligation during pendancy of arbitration - Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

Contdd...3/-

64(3)(a)(i) -

In cases where the total value of all claims in question added together does not exceed Rs.10,00,000/-(Rupees ten lakhs only), the Arbitral Tribunal consist of a sole arbitrator who shall be either the General Manager or a gazetted officer of Railway not below the grade of JA grade nominated by the General Manager in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway.

64(3)(a)(ii) -

In cases not covered by clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Rly officers not below JA grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gzetted Rly. Officers of one or more departments, of the Rly to the contractor who will be asked to suggest to General Manager upto 2 names out of the panel for appointment as contractor's nominee. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator from amongst the 3 arbitrators so appointed. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection Grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Railways for the purpose of appointment of arbitrators.

64(3)(a)(iii)-

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

Contd..4/-

64(3)(a)(iv) -

The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

64(3)(a)(v) -

While appointing arbitrator(s) under sub-clause(i), (ii) and (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64(3)(b)(i) -

The arbitral award shall state interwise, the sum and reasons upon which it is based.

64(3)(b)(ii) -

A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occuring in the award and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.

64(3)(b)(iii)

A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

Contd....5/-

64.4 In case of the Tribunal, comprising of three Members, any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64.6 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the rates fixed by the Rly administration from time to time.

64.7 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

The above directives should be applicable with immediate effect.

This issues with the concurrence of Finance Dte. of Railway Board(Ministry of Law & Justice).

(V.K. Bahuani)
Exec.Director,Civil Engg.(G)
Railway Board.

(Hindi version will follow)

Annexure-E SM-6

93/3/10

Government of India([illegible])
Ministry of Railways([illegible])
(Railway Board).
.....

No.55/CE-I/CT/24

New Delhi, the 14.11.95

The General Managers,
All Indian Railways including
[illegible], ICF and
[illegible]/Railways, Calcutta.

The Chief Admn.Officers(Admn),
Central Railway/Mumbai
Northern Rly/Kashmere Gate,Delhi.
[illegible] Railway/Gorakhpur.
Southern Railway/Bangalore.
[illegible] Railway/Secunderabad.
Western Railway, Mumbai.

The Chief Engineer(S&C),
Eastern Railway/Calcutta.

The General Manager(Con.),
[illegible] Railway, Guwahati.

The Chief Admn.Officer(P),
[illegible], Bhubaneshwar.

The Chief Admn.Officers,
[illegible] Railways at Mumbai,
and Madras.

The Chief Project Officer,
[illegible] Railway, Delhi.

The General Manager,
[illegible]/Bangalore.

The O.S.D.,
[illegible]/Kapurthala.

The Chief Admn.Officer,
DCW/Patiala and
COFMOW, New Delhi.

The General Manager,
COR/Allahabad.

The Directors,
IRICEN/Pune,
IRISET/Secunderabad,
IRMEE, Jamalpur,
IRIEEN, Nasik.

The Principal,
[illegible]/Vadodara.

The FA&CAOs,
All Indian Railways.

The DG/RDSO, Lucknow.

Sub: Appointment of retired Railway Officers as Arbitrators.

In connection with the above subject, Board have [illegible] that only when the number of Arbitrators is 5 or [illegible] of the Arbitrators can be a retired Railway Officer. Only [illegible] Officers with [illegible] reputation, [illegible] clear from Vigilance angle and who have retired in [illegible] and above should be appointed as Arbitrators.

Guidelines for appointment of retired Railway Officers as Arbitrators and other conditions are enclosed [illegible] Annexure-I.

[illegible] 21/11/95
([illegible])
[illegible]
Railway Board.

4

उ.रेलवे

Annexure-I

Guidelines for appointment of retired Railway Officers as Arbitrators and other conditions.

1. Railways should call for applications from retired [illegible] Officers who are willing to work as Arbitrators for [illegible].

2. A Panel of Arbitrators shall be drawn up by the concerned [illegible] Railway after obtaining vigilance clearance from Railway Board. Since in all arbitration cases having three or more members, one Member will be from Finance and since most of the arbitration cases are from Civil Engineering Department, larger [illegible] of Finance and Civil Engineering Officers should be formed. [illegible] panels may be formed for Mechanical, S&T, Electrical and [illegible] Department Officers who have dealt with contract matters during their service tenure. The panel should be reviewed every [illegible] in consultation with Railway Board Vigilance and [illegible] deleted as necessary.

3. For the retired officer, normal TA/DA would be admissible for any visits that the arbitrator/arbitrators may undertake for site inspection etc. The Railway should provide the class of Pass for which the officer was entitled before retirement. They will also be entitled to TA/DA as per their position prior to retirement. The arbitrator should also be entitled to rest house and official [illegible] when visiting outstations as on duty.

4. For arbitration proceedings, Railway shall make available necessary accommodation alongwith furniture and telephone on the [illegible] of hearings.

5. Normally an arbitration award must be given within a [illegible] from the date of first hearing. However, for claims [illegible] Rs.50 lakhs, a period upto one year may be permitted.

6. At a time, not more than 3 arbitration cases should [illegible] to one retired officer.

7. The arbitrator shall maintain strict secrecy in relation to the documents and information received by him regarding [illegible] and shall return records, reports etc. received [illegible] proceedings to the competent authority in [illegible] of submission of the award.

[illegible]

G.M. will keep watch on the performance of the arbitrator and if the G.M. finds that the arbitrator does not appear to be fair, he may consider deleting the arbitrator's name from the panel for the subsequent period.

Once an Arbitrator is appointed by the Government [illegible], the mandate of the arbitrator can be terminated and [illegible] substituting by another, as per Clause 15 of the Arbitration and Conciliation Ordinance, 1995.