

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

No. 2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 20.12.2024

To,
As per list attached.

Sub: Indian Railways Standard General Conditions of Contract, April 2022 (Advance Correction Slip.8)

Please find enclosed herewith Advance Correction Slip No.8 to Indian Railways Standard General Conditions of Contract, April-2022.

2. This shall be applicable to Works Contract of Indian Railways with prospective effect.
3. This issues with the concurrence of the Finance Directorate and approval of Board (MI, MF).

DA: As above.


(किशन रावत)

निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड

[Rly No. 030-47598, MTNL No. 011-23047598]

e-mail address: padcegrb@gmail.com, dceg@rb.railnet.gov.in

No. 2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 20.12.2024

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

LIST FOR DISTRIBUTION (No. 2022/CE-I/CT/GCC-2022/POLICY dated 20.12.2024)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director General, IRICEN, Pune - 411 001 (Maharashtra)
4. Director General, IRIEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director General, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director General, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. CMD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. CMD, IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. CMD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi
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6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. Chairman, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CMD, IRFC Limited, UG Floor, EastTower, NBCC Place, Bhisham Pitamah Marg, LodhiRoad, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
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8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM(Tele), AM/C&IS, AM(Sig.), AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.


20/12/24



**Advance Correction Slip No.8 to Indian Railways Standard General Conditions of
Contract, April 2022**

Annexure-XI, Part-II of GCC shall be read as under:

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on
registered IREPS Email

PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**
(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no.,
dated _____; but you have taken no action to commence the work/show adequate
progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands
rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance
work under this contract will be carried out independently without your participation. Your
participation as well as participation of every member/partner in any manner as an individual or
a partnership firm/JV is hereby debarred from participation in the tender for executing the
balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also
be encashed.

The Final measurements of work executed by you against the said contract will be
taken/started on _____ at _____ hrs. at site. The measurement will be continued till
all the measurement are taken. You are advised to be present at site on the above mentioned date
and time to witness the measurements, otherwise measurements will be taken ex-parte and
thereafter, variation (addendum & corrigendum) & final bill of work executed till date of
termination based on ex-parte final measurements shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India


20/12/21



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

No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I

New Delhi, Dated 09.01.2025

To,
As per list attached.

Sub: Indian Railways Standard General Conditions of Contract, April 2022
(Advance Correction Slip No.9)

Please find enclosed herewith **Advance Correction Slip No.9** to Indian Railways Standard General Conditions of Contract, April-2022.

2. This shall be applicable to Works Contract of Indian Railways with prospective effect.
3. This issues with the concurrence of the Finance Directorate and approval of Board (MI, MF).

DA: As above.


09/01/25
(किशन रावत)


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[Rly No. 030-47598, MTNL No. 011-23047598]
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09/01/25



**Advance Correction Slip No.9 to Indian Railways Standard General Conditions of
Contract, April 2022**

A. Para 16.(4), Part II of GCC-2022 shall be read as under:-

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

Note:


1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only.
2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

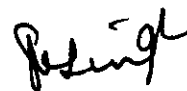
- (iv) Government Securities including State Loan Bonds at 5% below the market value;


64/10/25



- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) Deposit in the Post Office Saving Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defence Certificates;
 - (x) Ten years Defence Deposits;
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.


09/01/25
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B. New Annexure – XVII, Part-II of GCC-2022 shall be read as under:-

ANNEXURE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

through.....,

.....

Railway.

Date:.....

.....

Surety Bond No:

Issue Date:.....

Amount of Bond:

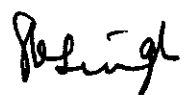
Expiry Date:.....

WHEREAS, In consideration of the President of India acting through(Designation & address of contract signing authority),.....Railway,....., (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.


09/01/25



SB No:

Date:

WHEREAS, we, _____, (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.


09/01/25



12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c. Unless the bank is served a written claim or demand on or before **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

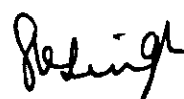
1.

2.

* * * * *

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]


09/11/25



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

No. 2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 04.03.2025


To,
As per list attached.

Sub: Indian Railways Standard General Conditions of Contract, April 2022 (Advance Correction Slip No. 10)

Please find enclosed herewith Advance Correction Slip No.10 to Indian Railways Standard General Conditions of Contract, April-2022.

2. This shall be applicable to Works Contract of Indian Railways with prospective effect.
3. This issues with the concurrence of the Finance Directorate and approval of Board (MI, MF).

DA: As above.


04/03/25
(किशन रावत)

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[Rly No. 030-47598, MTNL No. 011-23047598]

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14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

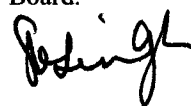
(A)

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.


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Advance Correction Slip No.10 to Indian Railways Standard General Conditions of Contract, April 2022

New Clause 64.(1)(i)(a), Part-II of GCC shall be read as under:-

64.(1)(i)(a): 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 63.1 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.

New Clause 64.(1)(i)(b), Part-II of GCC shall be read as under:-

64.(1)(i)(b): Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/tenders, especially in large contracts.

New Clause 64.(1)(i)(c), Part-II of GCC shall be read as under:-

64.(1)(i)(c): As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).


New Clause 64.(1)(i)(d), Part-II of GCC shall be read as under:-

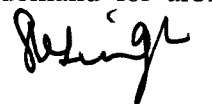
64.(1)(i)(d): Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

Clause 64.(3)(a), Part-II of GCC shall be read as under:-

64.(3)(a): The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager.

64.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is


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received by the General Manager/Additional General Manager. Contractor will be asked to suggest to General Manager/Additional 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/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.

64.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-

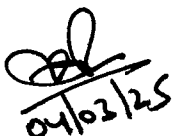
- i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in/pdf/Engineers.pdf>.
- ii. A formal request for nomination shall be submitted to ICA, accompanied by:-
 - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - b. A copy of the relevant contract and any supporting documents.
 - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

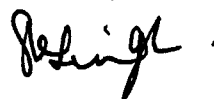
Clause 64.(3)(b), Part-II of GCC shall be read as under:-

64.(3)(b): Two selected arbitrators are free to select presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager/Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.

Clause 64.(3)(c)(i), Part-II of GCC shall be read as under:-

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/Additional General Manager fails to act without undue delay, the General Manager/Additional 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


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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).

Clause 64.(3)(c)(iii), Part-II of GCC shall be read as under:-

64.3(c)(iii): (i) Qualification of Railway Empanelled Arbitrator (s):

- (a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (b) Age of arbitrator at the time of appointment shall be below 70 years.
- (c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
- (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
- (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.

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

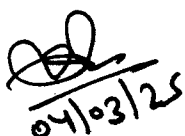
(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. 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.

Clause 64.(4), Part-II of GCC shall be read as under:-

64.(4): 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.


Clause 64.(6), Part-II of GCC shall be read as under:-

64.(6): The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised 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 XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration


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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 XV to these conditions after/ while referring these disputes to Arbitration.


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