



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 AII, 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.

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Arbitration procedure issued vide above reference is hereby withdrawn.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:-

S N	Description
1.	<p>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.</p> <p>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.</p>
2.	<p>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.</p>

	<p>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&amp;CAO/IT.</p>
3.	<p>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 be advised for offering their remarks in prescribed format as <b>Annexure-I &amp; II</b>.</p> <p><i>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.</i></p>
4.	<p>Field units will ensure prompt reply giving Brief history of the case &amp; 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&amp;C act in prescribed format as <b>Annexure-XV of GCC-2019</b> and the names of officers who have dealt this case in Account and Executive Department.</p> <p>Clear remarks regarding 'Excepted matter'* or otherwise on each claim/dispute needs to be furnished.</p> <p>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 <i>stipulated target date i.e. 15 days of issue of letter from HQ office.</i></p> <p>-----</p> <p>*All the claims/disputes for which provision has been made in clause 8, 18, 22 (5), 39, 43(2), 45(i &amp; 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.</p>
5.	<p>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 &amp; counter claims if any, along with Check list (<b>Annexure-III</b>) &amp; 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.</p>
6.	<p>After satisfying the detailed remarks received from Executive unit, Coordinating officer will prepare comprehensive note &amp; put up to PHOD/CHOD/HAG through concerned HOD.</p> <p>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.</p> <p>Before forwarding the above, concerned arbitration cell of department have to take note of clause <b>64(1)(v) of GCC</b> i.e. if contractor(s) does/do not prefer his/their Specific &amp; 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</p>

	&the railways shall be discharged and relieved of all liabilities under the contract in respect of these claims.
7.	<p>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. (<i>If this is incorporated in the 'Special conditions of contract'</i>)</p> <p>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.</p>
8.	A model timetable for appointment of Sole Arbitral Tribunal and three members Arbitral Tribunal is enclosed <i>Annexure IV</i> for guidance.
9.	<p><b>Appointment of Arbitrator:</b> 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.</p> <p><b>GCC clause 64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:</b></p> <p><b>64.(3)(a)(i):</b> 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 <b>60 days</b> from the day when a written and valid demand for arbitration is received by General Manager.</p>

	<p><b>64.(3)(a)(ii):</b> 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 <b>60 days</b> from the day when a written and valid demand for arbitration is received by the General Manager.</p> <p>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.</p> <p><b>64.3.(a).iii:</b> <i>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.</i></p>
10.	<p><b>64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:</b></p> <p>(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.</p> <p>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.</p>

	<p>(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 <b>60 days</b> from the day when a written and valid demand for arbitration is received by the General Manager.</p> <p>Contractor will be asked to suggest to General Manager at least <b>02</b> names out of the panel for appointment as Contractor's nominee within <b>30 days</b> 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 <b>30 days</b> 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.</p>
<p>11.</p>	<p>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 &amp; 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.</p>
<p>12.</p>	<p><b>Action to be taken if an outside arbitrator tribunal is appointed by court of law</b></p> <p>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 <b>15 days</b> of receipt of information regarding the constitution of arbitral tribunal, before the Arbitral Tribunal itself, under <b>Sec. 12 (3) (b)</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.</p> <p>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.</p>

13.	<p><b>Arbitral Tribunal Proceedings</b></p> <p>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.</p>
14.	<p>Railway should file objections under <b>Section 16(2) &amp; (3)</b> of the Act with regard to jurisdiction whenever the following grounds appear to be there:</p> <ul style="list-style-type: none"> <li>(i) Excepted matters of GCC.</li> <li>(ii) Claims are barred by limitation.</li> <li>(iii) Claimant earlier submitted no claim certificate.</li> </ul> <p>Claims are beyond the terms of the agreement. The petition under <b>section 16 (2) &amp; (3)</b> of A&amp;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.</p>
15.	<p>Railway shall submit its defense statement and counter claim(s), if any, within a period of <b>60 days</b> 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.</p> <p><i>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.</i></p>
16.	<p>As the provision of <b>Clause 16.3 of GCC</b>, 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 <b>sub clause 16. (4) (b)</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 <b>Clause 64.5</b>, (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.</p> <p>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 <b>section 4 of A&amp; C Act,1996 (Amendment Act, 2019)</b>.</p>

17.	<p><b>Time limit for arbitral award:</b></p> <p>(i) As per section 23 (4) of A&amp;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.</p> <p>(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</p> <p>(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.</p> <p>(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.</p>
18.	<p><b>Re-nomination of the arbitration tribunal:</b></p> <p>(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&amp;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&amp;C act amended 2019 based on recommendation of the Niti aayog should be followed.</p> <p>(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&amp;C Act clause lies with AGM as per note 2 of item 27 (A) of SOP part A.</p>
19.	<p><b>Correspondence with Arbitrator :</b></p> <p>(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.</p> <p>(ii) Responsibility of monitoring the arbitration cases lies with Arbitration Cell of AGM as well as Department Coordinating Officer.</p> <p>(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.</p>

20.	<p><b>Delivery of copy of award to parties:</b></p> <p>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.</p>
21.	<p><b>Arbitral Award</b></p> <p>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.</p> <p>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 <b>30 days</b> of receipt of award under <b>section 33 of Arbitration Act</b>.</p> <p>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.</p> <p>Arbitration award satisfying proposal should contain the details as per Annexure– V.</p> <p>If arbitration award is to be challenged, then the proposal should contain details as Annexure - VI.</p>
22.	<p>Thereafter the award will be processed to legal cell/DGM/Law as per merits of the case, for legal opinion.</p> <p>(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 <b>60 days</b> 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.</p>



	<p>(b) If the award is to be challenged partially or fully in the opinion of legal cell/DGM (LAW), coordinating officer &amp; 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 within 2 months (60 days) of receipt of the Award. Application for setting aside the award shall be filed in the “<i>Court</i>” within the time limit of 3 months (from the date of receipt of award) stipulated in the A&amp;C Act. 1996 (<i>Sub Sec. 3 of Sec. 34 Chapter VII</i>). 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.</p>
23.	<p>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 &amp; 05.05.2020, regarding the Railways obligation to pay 75% of payment amount as the laid down guideline &amp; SOP.</p>
24.	<p><b>Arbitration Fees :</b></p> <p>(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.</p> <p>(ii) For paying the arbitration fee, respondent shall submit the details as per the Railway Board letter.</p> <p>(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).</p> <p>(iv) Fee shall be processed &amp; got sanctioned for payment as per SOP Para 36. Details in Annexure V, VI is required to be submitted along with the fee proposal.</p>
25.	<p><b>Preserving the arbitration Document:</b></p> <p>(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.</p>

	<p>(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.</p>
26.	<p><b>ACMS updation :</b></p> <p>(i) The nodal/ coordinator officer of the department is will ensure updation in ACMS. Respondent will also update their part entry in ACMS.</p> <p>(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 &amp; Name of Advocate etc.</p> <p>(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.</p> <p>(iv) FA&amp;CAO/ IT will arrange to improvement in the ACMS web application based on suggestions from users/department through PHODs.</p>

These issues with the approval of AGM/NWR

Signed by Surendra Kumar  
Bansal  
Date: 25/05/2020 (Surendra Kumar Bansal)  
Reason: Approved Director/SD  
Chief Project  
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, AII		

**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 <b>12(5)</b> and section <b>31A (5)</b> of arbitration and conciliation(amendment) Act has been obtained.	Yes/No
12.	Whether the appointment of Arbitral Tribunal is within <b>60+30+30 days</b> , 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	<b>Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off (GCC clause 64. (3) (a) :</b>	
07(a)	<b><i>Sole Arbitral Tribunal (claims are up to 1.0 crore)</i></b>	
(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)	<b>3 Members Arbitral Tribunal (claims are more than 1.0 crore)</b>	
(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	<b>Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has not been waived off (GCC clause 64. (3) (b) :</b>	
08(a)	<b><i>Sole Arbitral Tribunal (claims are up to 50 Lakh)</i></b>	
(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)	<b>3 Members Arbitral Tribunal (claims are more than 50 lakhs)</b>	
(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
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(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).	



**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).	

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