

	Government of India				
	Ministry of Railways				
	East Central Railway, Hajipur				
Special conditions for Electronic Auction (e-auction) Sale of ECR					
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Address for correspondence regarding sale (Delivery order, DP extension etc.)					
#	Postal address	Telephone	#	Postal address	Telephone
1.	Sr. DMM Dhanbad Division DRM office E.C. Railway Dhanbad-826001 (Jharkhand)	9771426770 0326-2220278	2.	Sr. DMM Danapur Division DRM office E.C. Railway Danapur- 801105 (Bihar)	9771449770 06115-232226
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5.	Sr. DMM Samastipur Division DRM office E.C. Railway Samastipur-848101 (Bihar)	9771428770 06274-222618	6.	Dy. CMM General stores Depot (GSD) E. C. Railway Samastipur-848101 (Bihar)	9771428771 06274-225260/61
Websites					
website of ECR		www.ecr.indianrailways.gov.in			
website for e-auction		www.ireps.gov.in			

Signature Not Verified

Digitally signed by JASVIR SINGH ARORA
 Date: 2019.01.29 09:07:00 IST
 Reason: IREPS-CRIS
 Location: New Delhi

Special Conditions for e-auction sale of ECR (SCA-ECR)					
1.0	PCMM (Principal Chief material Manager), East Central Railway on behalf of President of India (hereinafter referred as "The Railway Administration") will sale scrap material on "As is where is (AIWI) basis" through public e-auction on website : www.ireps.gov.in . The entity participating in e-auction is referred as " The Bidder" and the successful bidder has been referred as "The Purchaser"				
2.0	Conditions of auction and sale				
2.1	The sale contract shall be governed by Indian Contract act, other statutory laws of Government of India and the terms & conditions of auction (available on website) which consists of the following : i) Uniform E-Sale condition for E-auction : UESC ii) Auction-catalogue iii) Special conditions of e-auction (SCA-ECR)				
2.2	If any condition of SCA-ECR is found in conflict with those appearing in UESC then the condition of SCA-ECR shall prevail.				
2.3	If any condition of Auction-catalogue is found in conflict then those appearing in with UESC or SCA-ECR then the condition of Auction- catalogue shall prevail.				
2.4	The lots are classified into the following categories for the purpose of time-period of payment and Delivery. <table border="1" data-bbox="310 835 1430 919"> <tr> <td>Depot</td><td>Depot-Ferrous, Depot Non-Ferrous, Depot Miscellaneous</td></tr> <tr> <td>Line</td><td>Permanent way , Rails , Rolling Stock, other lots lying outside depot</td></tr> </table>	Depot	Depot-Ferrous, Depot Non-Ferrous, Depot Miscellaneous	Line	Permanent way , Rails , Rolling Stock, other lots lying outside depot
Depot	Depot-Ferrous, Depot Non-Ferrous, Depot Miscellaneous				
Line	Permanent way , Rails , Rolling Stock, other lots lying outside depot				
3.0	List of abbreviation used in this document is given in annexure-A:2.1				
4.0	Bidding				
4.1	Registration with IREPS site is a must for any bidder to participate in e-auction. The details of essential requirements (DSC: Digital Signature Certificate, Affidavit, E-mail address, Initial Registration/Entry fee, GSTIN, PAN, SBI account with netbanking etc.) and procedure of registration/bidding are available on homepage of its website.				
4.2	Before submission of bid, Bidder should study all the terms and conditions mentioned in the auction catalog and IREPS website and the files/document(s) attached. User manual is also available on the homepage of IREPS website under its link: Learning centre . Any request for return/refund of EMD (Earnest Money Deposit) on the plea of wrong bidding will not be entertained by Railway Administration				
4.3	Bidders are advised to inspect the scrap lot before submission of bid. They are allowed to inspect the lot, on an authority from the concerned officer of Railway Administration, at the site of lot mentioned in the catalogue on any working day (except Saturday).				
4.4	Any person bidding in the auction shall be deemed to be aware of the terms and conditions of the auction/sale as well as the location and condition of the material being sold and shall be deemed to have agreed to such terms and conditions. It will be the responsibility of the bidder to have satisfied himself in all respects of the lot (i.e. Quality, Quantity, Lot condition, Location, Approach road and Local conditions etc.) before bidding for the lot. Railway Administration will not be responsible for the incorrect weight, description, genuineness/authenticity or any fault/defect in any lot and shall not give any guarantee for quantity or/and quality of material in the scrap-lot. Should there be any mistake in describing a lot, either in the Auction catalogue or at the time of sale, especially in stating the quantity or quality, wrong quoting of bids, such mistake will not be held to vitiate or affect the sale in anyway, it being understood that the intending purchasers have satisfied themselves in all respects before bidding for the lot. No complaint or claim by the bidder/purchaser will be entertained in this				

	regard.
4.5	Goods in each lot are sold on " As is where is basis " and no guarantee is given as regards size, quantity, weight, description etc. The contents of wagon or container do not form part of materials offered for sale unless anything to the contrary is specifically and explicitly mentioned in the description. The description of any lot in auction-catalogue is given for its identification only and therefore it shall not constitute the sale of lot by description Unless and otherwise mentioned in the auction-catalogue, the material content of the scrap- lot will only be sold .. No sale shall be invalid by reason or any defect/fault on account of it being incorrectly described.
4.6	All quantities whether by weight, measurement or number mentioned in the auction catalogue are approximate but it must be clearly understood by bidder/purchaser that the delivery of total quantity of which a lot is formed will have to be taken on payment as per actual measurement, count or weight.
4.7	The address given by the purchaser at the time of auction shall deemed to be the purchaser's business address. All the correspondence/communications shall be sent by Railway Administration at this address and considered as sufficient proof of dispatch and thus being correctly delivered to the purchaser. Therefore It will be in the Purchaser's own interest to furnish correct and complete address at time of bidding.
4.8	Railway Administration will recognize only that purchaser in whose name the bid is recorded and accepted. The delivery order will be issued only in the name of successful bidder whose bid is accepted. Any request for subsequent change in the name of purchaser will not be entertained.
4.9	All the correspondences (applications/letters) made by purchaser for post-contract (delivery order/date, extension of date for BSV/DP etc.) should be signed by the original bidder in whose favor the lot has been accepted and such letters should be sent to ACO (Auction-conducting Officer) only in writing through post/fax/email(scanned jpg) on the official letter-head of Purchaser. The communication sent to any other official or through message of SMS/Whatsapp etc. will not be taken cognizance of.
4.10	Eligibility criteria for some special categories of scrap
4.10.1	The scrap-lots of auction catalogue tagged with "Yes" in the column of <i>CPCB certificate required</i> (such as : Hazardous waste, Batteries, E-waste) will be restricted to the bidders registered as recycler/re-processor with MOEF (Ministry of Environment and Forests, Govt. of India) under the latest version of relevant rules as amended and notified from time to time by MOEF: <i>Hazardous Wastes (Management, Handling and Trans-boundary Movement) Rules 2016. Batteries (Management & Handling) Rules 2001 and E-waste (Management) Rules 2016</i> . Purchaser will be required to submit such valid registration certificate to ACO at time of delivery. Other conditions will be as per UESC.
4.10.2	In case of transport of hazardous wastes to a facility for treatment, storage & disposal existing in a state other than the State where hazardous wastes are generated, the occupier shall obtain NOC (No objection Certificate) from the State pollution control board or committee of the concerned State/Union territory administration where the facility is existing.
4.10.3	The bidder shall ensure that they have valid registration for Refiner/Recycler/Re-processor approved by CPCB/SPCB for the item before bidding in e-auction of the scrap items wherever this condition is applicable. In case purchasers fail to produce the requisite valid registration certificate at time of delivery, deposited amount (EMD and balance sale value) will be forfeited with cancellation of sale and purchasers shall have no claim on that lot and the same shall be treated as Railway property
4.10.4	Purchaser are required to qualify for statutory criteria/directives as issued by Central/State Government from time to time for processing/holding for such categories

	of scrap which they are purchasing from Railway. Not adhering to such statutory conditions, even if found at later stage, they may be denied for deliveries and their deposits may be forfeited on that account.
4.11	Purchaser will have to comply with all the statutory laws and rules related to contract labour [such as : The Contract labour (Regulation and Abolition) act, Payment of wages act, Workmen Compensation Act and Minimum Wages Act] while executing the contract.
4.12	Taxes & Duties
4.12.1	GST shall be payable by the purchaser extra and it shall be paid by the purchaser directly to tax authorities on reverse charge basis on. Bidders should submit their GSTIN and other registration details.
4.12.2	Income Tax (Tax Collection at Source : TCS) is to be paid by Purchaser to the Railway Administration at the time of remittance of BSV (Balance Sale Value) in terms of section-206 C of Income-tax act-1961. The present rate of tax is @1% of all-inclusive sale value and presently there is no surcharge/cess on TCS. For exemption from payment of TCS or payment of TCS at lower rate, Purchaser should submit relevant declaration form (27-C) or certificate from Income tax authority (assessing officer) to ACO at time of making payment of BSV.
4.12.3	Taxes will be applicable as per rules of Government of India as prevailing on the date of delivery. If rate/amount of GST and other taxes leviable under various laws of central/state government as applicable at the time of delivery , are higher than that mentioned in the Bid-sheet/Delivery order, then the difference amount will be recovered from the purchaser before delivery of sold lot.
4.13	Auction conducting officer (ACO) can reject any bid or refuse to sign the bid sheet of any lot or any bidder/ purchaser without assigning any reason in this regard.
4.14	The Railway Administration and/or ACO will be at liberty to withdraw any lot : before or during the auction sale or refuse to accept the bid made by any bidder without assigning any reason thereof. Even after the lot is sold and the bid sheet , as a matter of routine , is signed during the e-auction, ACO also reserves the right to cancel the sale of the said lot on administrative ground or any other reason whatsoever without assigning any reason thereof at any time before the actual delivery takes place
4.15	Railway Administration is not bound to put the lots serially in any order and reserves the right to put any lot at any time during the period of auction according to its discretion. All rejected/unsold lots can be tried in subsequent auctions.
4.16	In case the auction is not completed on the same day it may continue on the next day also at the discretion of ACO.
4.17	The purchaser shall not sublet or assign this contract or any part thereof without the written permission of the Railway Administration. In the event of the purchaser sub-letting or assigning this contractor any part thereof without such permission, the Railway Administration shall be entitled to cancel the contract and to sell the lots elsewhere on the contractor's account and risk and the contractor shall be liable for any loss or damage which the Railway Administration may suffer due to resale of such cancelled lot.
5.0	EMD (Earnest Money Deposit)
5.1	After acceptance of e-bid, the amount of EMD @10% of sold lot value will be automatically transferred to Railways from Purchaser's Bank account linked/integrated with IREPS.
5.2	EMD shall be adjusted against payment of sold lot. However if the balance sale value is not deposited by the purchaser within stipulated period then EMD shall be forfeited by Railway Administration and the purchaser will have no claim on the sold lot.
6.0	BSV (Balance Sale Value)
6.1	The time-period and installments allowed for payment of BSV is mentioned in UESC

	available on IREPS website. Calculation of terminal date of BSV will include date of bid-acceptance. Payment of BSV has to be made by Purchaser in online-mode only. Manual payment (Demand draft/Cash) will not be accepted. BSV can be made in installments if permitted as per conditions of sale.
6.2	If the purchaser fails to deposit BSV within stipulated period, Railway Administration reserves the right to forfeit EMD and cancel the sale. However in exceptional circumstances the request of the Purchaser for extension of time-period for payment of BSV may be considered by Railway administration on the merit of case. Such extension if granted will be subject to levy of interest charges for the belated period (not beyond 35 for Depot-lot and 40 days for Line-lot). The rate of interest will be applicable as per conditions mentioned in USES. However it should be noted by Purchaser that such extension for payment of BSV will not have any bearing on the original FDP (free delivery period) mentioned in bid-sheet which will remain unchanged.
6.3	In the event of the purchaser's failure to pay BSV within original/extended period, Railway Administration, without prejudice to its other rights and remedies, shall be entitled at any time after such default to forfeit EMD. The lot(s) in respect of which forfeiture has been made, shall be deemed to have been abandoned by the Purchaser to all intents and purpose and may be re-auctioned at the discretion of the Railway Administration at any subsequent sale without reference to the Purchaser concerned and without incurring any liability whatsoever in respect of thereunder. Thereafter the purchaser will have no claim/lien on the sold lot and the property in the lot shall revert to the Railway Administration.
7.0	Delivery Order (DO)
7.1	DO shall be issued only after receipt of full sale value of the sold lot from Purchaser. Separate delivery order will be issued for each lot. The property in the goods or materials of the sold lot shall not be deemed to have been passed to the successful bidder until and unless DO has been issued. The stockholder/custodian of sold lot will not enter into any correspondence with the purchaser before issue of DO.
7.2	DO shall be sent by the ACO to the purchaser by Registered A/D post or shall be delivered to him/his authorized representative in person.
7.3	The goods sold may be removed from the premises only on production of a valid and signed DO to such officer of Railway Administration as may be incharge of the material.
7.4	Once the Delivery Order has been handed over by the purchaser to the concerned stock-holder/custodian and the charge of the sold lot has been made over by custodian to the purchaser, Railway Administration shall not, in any way whatsoever, be responsible for the safeguard of the said sold property.
7.5	Purchaser is advised in his own interest to present the delivery order to the concerned stockholder/custodian, as early as possible.
8.0	Delivery Period
8.1	Free delivery period (FDP) for taking delivery of sold lot is mentioned in UESC available on IREPS website. Calculation of terminal date of FDP will include date of auction/bid-acceptance Purchase should complete the removal of sold lot within this period. After this period, Railway Administration reserves the right to cancel the sale at risk and cost of Purchaser by forfeiting EMD and any other amount paid by the Purchaser for the sold lot. However in exceptional circumstances the request of the Purchaser for extension of time-period for delivery of balance quantity of sold lot may be considered by Railway administration on the merit of the case. Such extension if granted will normally be with imposition of ground rent (GR) for the belated period except for the situations when delay in taking delivery was beyond the control of Purchaser and the delay is purely due to fault of Railway Administration. However the

	purchaser cannot claim the extension of delivery period as matter of right.		
8.2	The amount of GR will be 0.5 % (half percent) per day or part thereof on the basic sale value (excluding taxes and loading charges etc.) of the un-removed quantity subject to minimum of Rs. 10 per day per lot. GR shall be payable by Purchaser before taking delivery of lot.		
8.3	GR on the scrap-Lot which have been sold on Weight/Number basis will be charged according to unremoved quantity. GR on the scrap-lot which has been sold on “ By Lot “ basis (i.e. Rolling stock, machine etc.) will be charged on the total sale value of lot irrespective of leftover quantity.		
8.4	In the event of two or more sub-lots being sold as clubbed lot, if the delivery of whole lot is not being taken up to the date allowed, ground rent must be paid on each sub-lot undelivered.		
8.5	The last/terminal date for removal of the material shall be indicated in the bid sheet/delivery order, If the sold goods are not removed by the purchaser within the free delivery period, they shall remain at the purchaser's risk until so removed. Thereafter, Railway Administration shall be entitled to recover ground rent from the purchaser, in respect of such scrap-lot : from the date of expiry of delivery period till the date of final removal. Such ground rent and or any other charges as may have been incurred by the Railway Administration shall also be recovered from the purchaser before the goods are allowed to be removed.		
8.6	In case the purchaser does not remove the whole or part of the quantity within the free time allowed, Railway administration reserves the right to cancel the sale of the lot for the balance quantity lying un-removed and to resale the same at the risk and cost of the purchaser. Railway administration has no liability to give advance notice/intimation to the purchaser about the resale. If the price paid by the purchaser is not sufficient to cover the said expenses and the loss, Railway Administration shall be entitled to deduct the same from any money that may be due to the purchaser without prejudice to any other rights/remedy available to the Railway Administration against the purchaser. However the original purchaser (i.e. defaulter) shall not be entitled to any profit which may occur due to higher price received (as compared to original sale) in the resale of lot.		
9.0	Conditions of delivery		
9.1	Timings of delivery		
	Delivery of the sold lot shall be given during the normal working hours as per following timings of the custodian. Delivery will not be given on Sundays/Gazetted holidays or any other holiday observed by office of the stockholder/custodian of the sold lot. In order to complete the delivery within the time, all loading must cease at least half an hour before the closing time of delivery.		
	Day	For the lots of CRS (Condemned Rolling Stock) category	For all other lots
	Monday to Friday	09:30 to 17.00 Hrs.	09:30 to 16.30 Hrs.
	Saturday	09:30 to 13.00 Hrs.	09:30 to 12.30 Hrs.
9.2	Purchaser shall be responsible for making all the arrangement to obtain supply of electricity and water etc. needed by him for removal of sold lot.		
9.3	Delivery of sold lot will be jointly witnessed by the representatives of Stores, Accounts, technical and Security (RPF) departments of Railway Administration. Purchaser is expected to witness all the weighments and loading of delivery. In the event of his failure to do so, Railway administration shall in no case be responsible for any shortage and shall not under any circumstances make the deficiency.The loaded vehicle and its contents/material are also liable for check at the exit gate of Depot/Railway premises.		

9.4	The delivery of the sold lot shall be given strictly in accordance with the description mentioned in the delivery order and the purchaser will have no right to claim any other material found in the lot. The decision of Railway Administration in this regard shall be final and binding on the purchaser.
9.5	The responsibility of Railway Administration ends after the consignment of sold lot has been handed over to the authorized representative of the purchaser. Railway Administration will not be a party to any disputes that may arise after the loading has been completed
9.6	Power of Attorney (POA)
(a)	Where the successful bidder desires that the delivery of sold lot may be given to his representative, this may be permitted at the discretion of Railway administration, subject to production of Lot-specific POA and original photo-Identity proof [such as : Aadhaar Card, Driving License, Passport, Voter ID card, PAN card]. POA should be furnished on a Non-judicial stamp paper of appropriate value (in the format given at the Annexure: A-2.2) duly executed before and authenticated by a Public Notary or First class Magistrate.
(b)	Value of stamp papers for such power of attorney shall be as per the Stamp Act 1899.
(c)	So as to safeguard against delivery of material to an unauthorized person POA should bear the authenticated specimen signature of the agent/representative in whose favor POA has been prepared
(d)	POA shall be presented by Purchaser to Auction conducting officer (ACO) for verification, who may at his discretion accept or decline to act on any such authority and it shall be for the Purchaser to satisfy ACO about genuineness and acceptability of authority/POA.
(e)	On one Power of Attorney, delivery of only one Delivery Order shall be permitted
(f)	The delivery by proxy will be at the Purchaser's sole responsibility & risk and no claim shall lie against the Railway administration on any ground whatsoever if delivery is effected to a wrong person.
(g)	Railway Administration shall be indemnified by the purchaser of all the costs incurred or liable to be incurred due to delivery under the power of Attorney and no claim shall be against the Railway on any act whatsoever if delivery is effected to a wrong person
10.0	Delivery schedule/programme(DSP)
10.1	The purchaser shall apply in advance in writing (to ADRM of concerned division : at least 7 days before the expected delivery date for Line-lot and to Custodian/Stockholder at least 3 days before the expected delivery date for Depot-lot) for getting fixation of DSP. If application is submitted at the fag end of DP : delivery period), the custodian may not fix the DSP even though DP is available and in such cases the purchaser will be solely responsible for ground rent, if imposed for extension of DP
10.2	Railway Administration does not guarantee to deliver the sold goods/materials within any specified time and if due to any default in this respect on the part of the Railway Administration, the purchaser is unable to remove the goods/materials of sold lot within the delivery period of contract then the Railway Administration may extend the delivery period on administrative account.
10.3	Delivery of lots bought by any one purchaser shall be taken at a time or one lot at a time and removal of all lots sold to him completed within the period
10.4	The delivery of the lots may be permitted in installments, if desired by the purchaser. and if approved by Railway Administration. In such cases, the quantity of installment shall not be more than the proportionate payment of lot, .
10.5	Unless specified otherwise in delivery order : picking, sorting, cutting or breaking of sold scrap will not be allowed in the Railway premises. Delivery must be taken as the material comes to hand.

10.6	Wherever it is specified In the condition of auction that certain parts and fittings are to be handed over the Railway Administration the same should be done before removal of other material. The purchaser shall be held responsible for the loss of damage to such part/fittings till they are handed over to the Depot Officer. Reclaimable items offered for sale should be defaced before giving delivery.
11.0	Loading and Dispatch
11.1	Unless otherwise specified, the purchaser shall make his own arrangement of labour and equipment/machinery to effect complete removal of material from railway premises at their own expenses within the specified delivery period. However, for the lots of Depot, unless otherwise specified in the description of the lot, scrap will be loaded by Railway Administration, for which loading charges will be recovered. Such charges will have to be paid by Purchaser to the Railway Administration in cash prior to delivery being granted.
11.2	If the Railway Administration is required to arrange loading, it shall not have any liability for damage or breakage. .
11.3	The purchaser shall have to make good any loss or damage caused to the Railway.
11.4	Purchaser or his workers will not be allowed to remain within the Railway premises beyond the scheduled working hours. However the purchaser may be allowed at the discretion of Railway Administration , to keep his watchmen to guard his material and workers engaged to cut the stock in Railway premises for which prior permission in writing should be obtained from the concerned officer of Railway Administration duly furnishing him with the full particulars (i.e. Name, Father's name, Mobile No. and Postal address etc) of such person(s).
11.5	If the purchaser desires to book the material to out-stations or send them through Rail, the consignment of goods/materials will be carried at Public tariff rate only alongwith the siding charges, if applicable. Purchaser will be responsible for arranging Railway wagon from traffic department and for loading and booking /dispatch of the material. Railway Administration does not guarantee the supply of the wagons nor it will undertake any responsibility for loading and dispatch of the materials by Rail on behalf of the purchaser.
11.6	The lots of two or more purchasers will not be dispatched in the same wagon/vehicle.
11.7	In case of materials dispatched by Rail, the responsibility of Railway Administration ceases immediately the material has been weighed and loaded. The material will be carried entirely at the risk of the purchaser and no claim against the Railway Administration will be entertained for any shortage in weight, which may be discovered after the material has left the Railway premises.
11.8	Purchaser shall provide his own bags, boxes, cases or other receptacles which are required for removal of the purchased material and also make their own arrangements, if he desires to book the covered wagons for transport of the purchased material.
11.9	Railway Administration reserves the right to check the contents of vehicle during the course of loading of material of sold lot or after completion of the loading. Any detention of the vehicle on this account will be to Purchaser's account and Railway Administration will not be liable for any compensation in this regard.
11.10	Railway administration shall not be responsible for death, injury or accident to the purchaser or any of his representative/worker arising out of sale and delivery. Purchaser shall have to ensure safety & security of his workers/labourers and will provide all necessary PPE (Personal Protective Equipments : Safety shoes, Hand gloves, Helmet etc.) at his own cost.
11.11	In case of any dispute regarding details of sold lots, the decision of the auction conducting officer shall be final.
11.12	In case the material is allowed to be removed by the purchaser by means of carts/lorries only one driver for each cart/lorry will be permitted for entry in the Railway

	premises besides the purchaser or his authorized attorney.
11.13	Unless specified otherwise Railway Administration has got full power to reclaim non-ferrous metals that may be mixed up in the lot either at the time of sale or at the time of delivery.
11.14	The Purchaser must not dump any material whatsoever on or alongside the Railway Tack/line as their clearance is must for train-running and safe operations of Indian Railways. Purchaser shall not leave any debris/scrap on the site of sold lot.
11.15	No digging or removal of earth shall be done by Purchaser to take out the item buries in the ground. Explosives shall not be used for cutting/dismantling the sold lot without the written permission from Railway Administration in this regard.
11.16	The delivery of glassware and articles of delicate/fragile nature (such as clock, mirror, Crockery etc.) must be taken by the Purchaser himself and no loading will be done by the Railway Administration. If the Purchaser delegates the work of loading to the seller (Railway) then the Railway Administration shall have no no liability for damage or breakage shall be accepted.
11.17	Cutting and breaking of the lot
(a)	The workers employed by the purchaser shall be permitted to enter and work in the Railway premises only within the time specified by the custodian/Stock holder.
(b)	The purchaser shall not be permitted to retain any of his workers inside Railway premises on any holiday observed by the office of the custodian.
(c)	The workers of Purchaser are liable to be searched at the gate, both at the time of entry and exit.
(d)	Details of tools, plants and any other equipments desired to be taken inside the Railway premises for cutting/breaking of sold lot will be declared at the gate before entering into the Railway premises.
(e)	The purchaser will be required to submit the names and addresses of his all workers to the Railway Administration prior to the commencement of work
(f)	The presence of Purchaser's workers within the Railway premises, will be subject to their satisfactory conduct and such conditions as the Railway Administration may consider necessary to impose.
(g)	In the course of cutting, dismantling or any other process of delivery of any lot (including that of CRS category: Condemned Rolling Stock) by the purchaser, if any damage is done to the Railway tracks or any other property of Railway Administration , the purchaser shall be liable to compensate the Railway to the extent of loss or damage caused to the Railway Administration. The amount to be paid to the Railway Administration as compensation will be assessed by an officer of the concerned Railway department, which shall be final and binding on the purchaser and the value thereof must be paid before taking delivery of the sold lot.
12.0	Weighment
12.1	The weighment of sold lots of shall be done on weighing facilities/equipments available with the custodian or on government approved weigh-bridge and it shall be witnessed jointly by the representatives of RPF, Store/Custodian and Account departments of the Railway Administration. All the measurement and counting will be done by the custodian in the presence of this team of Railway administration. The purchaser (or his authorized representative) is also permitted and expected to attend/witness the weighment & loading. However in failure of purchaser to do so, he has to abide by the weighment recorded by the joint witnessing team of Railway Administration
12.2	Any shortage which may occur between the actual weight (taken at time of delivery) and estimated weight of sold lot (given in delivery order), shall not be made good from any other lot.
12.3	If the quantity in a lot on actual count/weighment work out less than the advertised quantity, Railway Administration will not be liable to make good the deficiency.

	However the purchaser will be entitled to get a refund of the difference amount from the Railway Administration. Purchaser should apply to the Depot Officer within thirty days from the date of last installment of supply of a particular lot for claiming refund of the cost of the quantity delivered short. In case no application is received within 30 days of last installment of delivery, the money thus due is liable to be forfeited. Purchaser must give complete and correct postal address in his application of refund. In case, there is any change or addition in the original address given by the purchaser in his application of refund against that given at the time of auction then the purchaser must submit its legal proof and an affidavit duly signed by him along with his application of refund to the Auction-conducting officer to indemnify the Railway Administration against any loss. However no refund will be given for the part quantity of scrap lots sold on : <i>"By Lot "</i> basis.
12.4	No lot shall be removed by the purchaser without production of the delivery order from the ACO (Auction conducting Officer) showing that the full payment for the material sold to the purchaser has been made . When the sale of lot is by weight and estimate weight thereof is declared at the time of auction, the purchaser shall deposit initially the amount calculated on this estimate weight but the purchaser shall be required to deposit the full amount of the lot as per actual weight (subject to the excess quantity being not more than 10% of the estimated weight) before removal of the lot or any part thereof. Such excess amount shall be deposited within 3 days from the date of issue of the letter by ACO in this regard. The delivery will be made only after receipt of full amount by Railway administration.
12.5	The purchaser will have no claim on the quantity in excess of the 10% of the advertised quantity contained in the lot and it is only at the discretion of the Railway Administration that such quantity may be delivered to him on payment at the price of the original bid. Railway Administration who may refuse delivery of the excess material or any quantity thereof without assigning any reason.
12.6	If the Railway Administration decides to deliver the quantity of the lot in excess than the advertised quantity (mentioned in Auction-catalogue/delivery order), the purchaser will remove the entire quantity on payment at the price of the bid. When 90% of the sold lot is delivered, further deliveries will be made only after the additional amount for excess quantity is deposited by the purchaser as per clause 18.4 . In case of failure on the part of the purchaser to do so, the unremoved material for which the cost is deposited will be treated as an abandoned lot and the amount thereof shall be forfeited by the Railway Administration. After the amount for excess quantity is deposited by the purchaser, the delivery period for the removal of the extended material may be refixed, if considered necessary by Railway Administration.
12.7	For any difference between the actual and estimated weight, a refund statement shall be issued by the Officer-in-charge of the Depot showing the amount for which credit is due to the purchaser.
12.8	Delivery of scrap from the scrap depot, in each vehicle, shall be upto the gross weight (including the weight of vehicle) limited by the weighing capacity of the weighbridge installed in the depot.
12.9	For each lot or part of a lot lying undelivered, Railway Administration will forfeit EMD (Earnest Money Deposit) and any other payment made by Purchaser against such lot. The purchaser shall also be held liable for all other charges and losses which may be suffered/ incurred by railway administration due to resale at lower rate or any other reason.
13.0	The purchasers of CRV (condemned road vehicles) shall be required to furnish an undertaking so as to indemnify the Railway Administration against any claim which may be raised by any third party for any incident/accident involving the vehicle after its delivery to the purchaser

14.0	Conditions for delivery of CRS (Condemned Rolling Stock)												
14.1	Normally there is a list of excluded/Reclaimable items (ERI) for scrap-lots of CRS category (given in description of lot) which are to be handed over by Purchaser to Railway Administration after dismantling them from sold lot of CRS. Unless mentioned otherwise in auction catalogue the list of ERI will be as per annexure-A-2.3 of this document (SCA-ECR). Purchaser shall complete this exercise with his own labour and transport for handing over such items in good condition (sound, undamaged and intact) to the representative of Railway Administration at its nominated site. The purchaser shall have to return the all the ERI before removal of the materials.												
14.2	List of ERI should be carefully checked by the purchaser in the presence of the representatives of: Technical, Accounts and Stores Department: of the Railway Administration. If any deficiency or shortage is detected, it should be brought to the notice of all of them in writing otherwise the purchaser will be solely responsible and liable to deliver all ERI to the Railway Administration as per list given in the delivery order..												
14.3	In case of any damage, loss or deficiency in respect of the excluded items at the time of cutting up, the purchaser shall deposit the value thereof as per rules of Railway Administration before any delivery of sold lot are effected to him. Purchaser shall also handover the such damaged parts/components of excluded items to the Railway Administration and the property of these parts/components will vest in the Railway Administration,												
14.4	In case of the lots of CRS containing more than one Coach/Wagon/Loco , the delivery of individual Rolling Stock will be given in the order in which they appear serially in the lot description												
14.5	Railway Administration shall not be responsible either for dismantling of the Rolling Stock purchased or for loading of the dismantled components.												
14.6	The purchaser shall give to the representative of the custodian of sold lot, a prior notice in writing, at least 3 days ahead of his proposed handing over of the ERI to enable proper arrangements being made by custodian for taking over of ERI. Otherwise the purchasers will be solely responsible for delay in taking over of ERI by the Railway Administration.												
15.0	Special conditions for Permanent Way (P. Way) scrap												
15.1	Unless mentioned otherwise in auction-catalogue, the items will be sold/delivered on following basis <table border="1"> <thead> <tr> <th>Type of scrap item</th><th>Basis of sale</th></tr> </thead> <tbody> <tr> <td>Unbroken sleepers</td><td>Number</td></tr> <tr> <td>Rails measuring 1 meter or more</td><td>Nominal sectional weight</td></tr> <tr> <td>Rails measuring less than 1 metre</td><td>actual weight</td></tr> <tr> <td>Bridge girder</td><td>Lot</td></tr> <tr> <td>Linked strung pots/sleepers, Broken sleepers and other item such as : Tongue Rails, Check Rails, Points & crossings, Track fittings, etc</td><td>Actual weight</td></tr> </tbody> </table>	Type of scrap item	Basis of sale	Unbroken sleepers	Number	Rails measuring 1 meter or more	Nominal sectional weight	Rails measuring less than 1 metre	actual weight	Bridge girder	Lot	Linked strung pots/sleepers, Broken sleepers and other item such as : Tongue Rails, Check Rails, Points & crossings, Track fittings, etc	Actual weight
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Bridge girder	Lot												
Linked strung pots/sleepers, Broken sleepers and other item such as : Tongue Rails, Check Rails, Points & crossings, Track fittings, etc	Actual weight												
15.2	After the start of the delivery of lot of P-way scrap of the division, the purchaser shall engage sufficient number of trucks, material handling equipments and manpower in accordance with the size of the lot for taking the delivery so that the entire delivery of the lot is completed within the delivery schedule/programme given by Railway Administration.												
16.0	No interest will be paid by Railway Administration to the purchaser for the amounts paid or deposited by him and subsequently found refundable to the purchaser under any of the conditions mentioned in auction/sale.												
17.0	Railway administration reserves the right to cancel the sale of any lot at any time												

	before the actual delivery of the sold material without any financial repercussion on administrative ground.
18.0	No resale by the purchaser shall be permitted in the Railway premises
19.0	Arbitration clause The procedure for settlement of dispute arising in the sale contract formed between Railway Administration and the successful bidder (i. e Purchaser) after e-auction though Arbitration and/or Conciliation will be governed as per latest IRS condition of contract : 2900 : letter No. 2018/TF/Civil/Arbitration Policy dated 12.12.2018 : issued by Executive Director , Transformation/Railway Board : attached with this document : SCA-ECR . Therefore Arbitrator(s) shall be appointed by the General Manager, East Central Railway-Hajipur (Bihar) in contracts entered into by PCMM/ECR-Hajipur or by his authorized officers as per provisions mentioned in the above referred letter.
20.0	Purchaser shall indemnify Railway Administration from/against all actions, suits, proceedings, loss/damage, costs/claims/demands of every nature brought or recovered by reason of any act or omission of the purchaser (or his employees/agents) related to the sale of purchased lot. ,
21.0	Jurisdiction of courts
21.1	The courts of the place from where the contract/bid-sheet has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract
21.2	Subject as otherwise provided in this contract all notices to be given on behalf of the <i>President of India</i> and all other action to be taken on his behalf, will be given or taken by the : Deputy Chief Material Manager/Senior Material Manager/Assistant Material Manager, East Central railway , Hajipur (Bihar).
21.3	If the purchaser makes defaults in complying with any of the condition aforesaid, then the lot in respect of which such default is made , may be put up again for sale and in such an event if a lower price is offered and accepted for the said lot, then the difference in price thereof together with all expenses occasioned by such re-sale shall be debited to the defaulting purchaser. However the Purchaser shall not be entitled to claim any profit which may arise from such re-sale.
Issued by : SMM/Sale , East Central Railway , Hajipur (Bihar) on 29.01.2019	

Annexure :A-2.1 to SCA-ECR-R1 dated 29.01.2019

List of abbreviations

Abbreviation	Full form
ACO	Auction conducting officer
BSV	Balance Sale Value
CRS	Condemned Rolling Stock
CPCB/SPCB	Centre/State pollution Control Board
DO	Delivery order
DSP	Delivery schedule/Programme
ECR	East Central Railway
EMD	Earnest Money Deposit
ERI	Excluded/Reclamable item
FDP	Free Delivery Period
GST	Goods and Services Tax
IREPS	Indian Railway E-procurement system
MOEF	Ministry of Environment and Forests
PCMM	Principal Chief Materials Manager
SCA-ECR	Special conditions for e- auction sale of ECR
TCS	Tax collection at Source
UESC	Uniform E-sale condition for E-auction

Annexure:A-2.2 to SCA-ECR-R1 dated 29.01.2019**Format for : Power of attorney (POA)**

1.0	I, ... (Name and Address of the Purchaser), being the purchaser of Lot no. sold by the seller (PCMM/East Central Railway or his authorized representative on behalf of the President of India (hereinafter called " the Seller ") in the e-auction held on (date of auction) at IREPS website (www.ireps.gov.in) and having paid the full amount of Rs. towards the cost of material against the said lot, hereby authorize, nominate and appoint shri (Name and Address of the authorized person) to receive all the things, goods and articles from the Seller , as purchased by me in the said auction and to pass the receipt thereof for and on my behalf																		
2.0	And I hereby agree that all acts, deeds and things done by my said attorney shall be construed as acts, deeds and things done by me and I undertake to ratify and confirm all whatsoever that my said attorney shall do or cause to be done for me by virtue of the power hereby given. This Power of Attorney is subject to the authentication and verification of the signature of bidder which will be issued by concerned bidding depot officer separately.																		
	In witness thereof I have signed this deed on this day of																		
	<table border="1" style="width: 100%;"> <tr> <td rowspan="2" style="width: 40%; vertical-align: middle;">(Photograph of the Attorney holder *)</td> <td colspan="2" style="height: 40px;">*Signature of the person giving the Power of Attorney</td> </tr> <tr> <td style="width: 15%; vertical-align: middle;">Address</td> <td style="width: 45%;"></td> </tr> <tr> <td></td> <td style="vertical-align: middle;">Phone</td> <td></td> </tr> <tr> <td style="vertical-align: middle;">Signature of the Attorney holder</td> <td style="vertical-align: middle;">Email</td> <td></td> </tr> <tr> <td style="vertical-align: middle;">Witness 1</td> <td colspan="2"></td> </tr> <tr> <td style="vertical-align: middle;">Witness 2</td> <td colspan="2"></td> </tr> </table>		(Photograph of the Attorney holder *)	*Signature of the person giving the Power of Attorney		Address			Phone		Signature of the Attorney holder	Email		Witness 1			Witness 2		
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	Address																		
	Phone																		
Signature of the Attorney holder	Email																		
Witness 1																			
Witness 2																			
	* to be verified by the person giving/executing Power of Attorney.																		

Annexure :A-2.3 to SCA-ECR-R1 dated 29.01.2019	
List of excluded fittings for CRS)Condemned Rolling Stock)	
1.0	Wagon : Air Brake Stock
1.1	CBC Complete
1.2	Distributor Valve Complete
1.3	SAB Complete
1.4	Air Brake Cylinder Complete
1.5	Main pull Rod Long
1.6	Horizontal lever
1.7	BOBRN Wagon-primary lock, secondary lock & square shaft Bush
2.0	Wagon : Bogie (CASNUB Design only)
2.1	Complete Bogie
2.2	Wheel and axle with CTRB bearing assembly
3.0	Wagon : Bogie (BVZI only)
3.1	Complete ICF Bogie
3.2	Wheel and axle with roller bearing assembly
Note :	
(i)	In case of accidental stock, the excluded fittings are to be decided by concerned Sr.DME, on case-to-case basis and excluded fitting(to be retained) should be recorded in the condition report itself.
(ii)	No excluded fittings to be retained in the case of vacuum brake stock and UIC trolleys except wheel, Axle and Roller bearing set
4.0	ICF/RCF/BEML Coach with ICF Bogie
4.1	Only BMBC trolley complete with Wheel & Axle (with Roller Bearing).
4.2	Draw Gear complete of enhanced capacity (70 T) only.
4.3	Distributor Valve.
4.4	Centre Buffer Coupler complete including supporting device & Draft Gear (if provided).
4.5	CDTS- Control Panel & speed sensor.
5.	ICF/RCF with Crashworthy feature
5.1	Crash Worthy trolley complete with Wheel and Axle (with Roller Bearing).
5.2	Centre Buffer Coupler complete including supporting device & Draft Gear.
5.3	Distributor Valve.
5.4	CDTS- Control panel & Speed sensor.
6.	LHB
6.1	Trolley complete with wheel & Axle (with Roller Bearing) including Earthing equipment, Speed sensing device, Brake Caliper and Brake cylinder.
6.2	WSP complete including control Board.
6.3	Air Brake Control panel complete.
6.4	Centre Buffer Coupler complete including supporting device & Draft Gear.
6.5	CDTS- Control panel & speed sensor.
7.	Hybrid Coach
7.1	Trolley complete with wheel & Axle (with Roller Bearing).
7.2	Distributor Valve.
7.3	Centre Buffer Coupler complete including supporting device & Draft Gear.
7.4	CDTS- Control Panel & Speed sensor.
8.	BEML Coach with BEML Bogie, ICF vacuum Brake, IRS & MG
8.1	Wheel & Axle only (with Roller Bearing).

9.	DEMU (Trailer Coach)
9.1	Trolley complete with wheel & Axle (with Roller Bearing) and Air springs.
9.2	Centre Buffer Coupler with Draft Gear complete.
Note :	
(i)	In case of exigency list of excluded fittings can be increased on case to case basis.
(ii)	List of assembly items to be treated as excluded fittings must be clearly mentioned in the condition report and RS- 15 (offer letter to Stores).
(iii)	In case of accidental rolling stock, the excluded fittings are to be decided by Sr. concerned DME, on case-to-case basis and excluded fittings (to be retained) should be recorded in the Condition report itself.
(iv)	In case of Condemnation/Age basis apart from Wheel & Axle and Bogies (only BMBC& Crash Worthy coach), other assembly/component should be retained as excluded fitting, only if the assembly/component are usable or repairable. There should be no case of excluded fittings taken over & resubmitted to stores for disposal.

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)

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, Bhubaneswar, 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

Signature
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.

Sanjeeb Kumar
12/12/18

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

Sangeet Kumar

12/12/18

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.

Sangeet 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

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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

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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.

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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:


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