



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



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

New Delhi, dated 03.06.2024

To,
As per list attached.

Sub: Conciliation & Dispute Adjudication Board (DAB) for GCC and EPC tenders for Railways

Ref: (i) Board's letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 27.04.2022

(ii) Board's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019 & 04.09.2019

1. Railway Board vide clause 63 & 63.2 of GCC-2022 and clause 24.1 & 24.2 of EPC tender document has issued instructions regarding 'Conciliation of Disputes' & 'Dispute Adjudication Board (DAB).
2. For GCC-2022, fee structure for Dispute Adjudication Board (DAB) has already been circulated vide Railway Board letter dated 27.04.2022 under reference (i) above.
3. The terms, conditions & qualifications for appointment of Conciliator & Dispute Adjudication Board (DAB) for **tenders called under the provisions of GCC & EPC** along with their fee structure have now been approved by Board (MI & MF) and the same are enclosed as **Annexure**.
4. This issue with the concurrence of Finance Directorate of Ministry of Railways.

अजीत कुमार झा
(अजीत कुमार झा)
3.6.24

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

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

New Delhi, dated 03.06.2024

Copy forwarded for information to:

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

Sanyal
03.06.24
For Member Finance

LIST FOR DISTRIBUTION (No.2009/CE-I/CT/14/Main New Delhi, dated 03.06.2024)

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

(A)

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

(B)

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

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

(A)

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

(B)

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

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(A) Conciliation of Disputes

(I) Appointment:

- i. For any value of claim in question Sole conciliator shall be appointed as per Clause-63 of GCC or clause 24.1 of agreement of EPC, as the case may be.
- ii. Serving Gazetted Railway Officers (Senior Administrative Grade) as Sole Conciliator shall be appointed to deal all claim case(s) arises in particular contract for which he has been appointed. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.
- iii. Before start of proceedings, Sole conciliator shall give the following certificate to the Railway and the Contractor:
"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, 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."
- iv. In case of transfer within Zone, Conciliator may continue even after his transfer provided condition in Para (ii) above is met.
- v. In case of transfer in other Zone, new conciliator shall be appointed.

(II) Qualification of Conciliator

- i. Serving Gazetted Railway Officers of not below Senior Administrative Grade may continue as conciliator in a case which he is already dealing with, even after his retirement, on same terms & conditions.
- ii. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

The honorarium payable to Conciliator shall be Rs. 1000 per day and Rs. 500/- per half day subject to maximum of Rs. 10,000/- per claim.

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(B) Dispute Adjudication Board (DAB)

(I) Appointment:

As per Clause-63.2 of GCC or clause 24.2 of agreement of EPC, as the case may be.

(II) Qualification of DAB member

- i. Retired Railway Officer who has retired from Senior Administrative Grade or higher post. The officer must have superannuated at least one year before the date of appointment as DAB member.
- ii. Age of 'DAB members' at the time of appointment shall be below 70 years.
- iii. While appointing 'DAB members' due care shall be taken that they are not the those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servants expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

- i. Lump sum fee of Rs. 4,000/- per sitting per day of 2 hrs or more is payable to each DAB member subject to maximum of Rs. 24,000 for each half yearly claim. In case lump sum claims are received for period exceeding 6 months & upto 2 years, upper limit will be Rs. 32,000/- and if claims received for period more than 2 years, upper limit will be Rs. 40,000/-.
- ii. In addition to (i) above, DAB fee of Rs. 25,000/- is payable on final award for each DAB member per half yearly claim or per consolidated claims for period exceeding 6 months & upto 2 years or per consolidated claims for more than 2 years.
- iii. Every member in DAB will be entitled to the same fee.
- iv. DAB members shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.19 & 04.09.19 to the extent applicable.

(C) Panel for Conciliator and DAB

- i. Power to form the panel for the appointment of Conciliator and DAB shall lie with GM/AGM.
- ii. An **Conciliator/DAB members** may be appointed notwithstanding the total number of cases in which he has been appointed in the past. However total number of cases on hand (*including Arbitration/DAB/Standing Arbitration Tribunal/Conciliation*) should not be more than 10 in number.

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