

**BITES Ltd. /Contract Policy Cell/Gurugram
General Conditions of Contract for works Feb 2023**

Correction Slip No. 1

- (1) ANNEXURE-‘F4’ (Refer Clause 25(3.3 xi) - Fees and facilities to the EC Members to Section-8 of Clauses of Contract:

Sl. No. 1 in the table of ANNEXURE-‘F4’ may be deleted and replaced with the following:

Sl. No	Fees/ Facility	Entitlement
1.	Fees (for one member)	Rs. 20,000/- per meeting subject to maximum of Rs. 3,00,000/- for the whole project. In addition, the Presiding Member shall be paid an additional amount of Rs. 2000/- per meeting towards secretarial expenses in writing minutes / EC recommendations.

- (2) Clause 25 – Settlement of Disputes & Arbitration to Section-8 of Clauses of Contract:

- i) Sub-Clause (25) of Clause 25 may be deleted and replaced with the following:

25. The cost of arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the following schedule and the fee shall be borne equally by both the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. Notwithstanding anything contrary provided in any Act, Law or Agreement, the scale of Arbitrator’s fee shall not exceed the following:



Scale of Arbitrator's Fee as per The Fourth Schedule of The Arbitration and Conciliation Act, 1996		
Sl. No.	Sum in dispute	Model fee
1.	Upto Rs.5,00,000/-	Rs.45,000/-
2.	Above Rs.5,00,000/- and upto Rs.20,00,000/-	Rs.45,000/- plus 3.5 percent of the claim amount over and above Rs.5,00,000/-
3.	Above Rs.20,00,000/- and upto Rs.1,00,00,000/-	Rs.97,500/- plus 3 percent of the claim amount over and above Rs.20,00,000/-
4.	Above Rs.1,00,00,000/- and upto Rs.10,00,00,000/-	Rs.3,37,500/- plus 1 percent of the claim amount over and above Rs.1,00,00,000/-
5.	Above Rs.10,00,00,000/- and upto Rs.20,00,00,000/-	Rs.12,37,500/- plus 0.75 percent of the claim amount over and above Rs.10,00,00,000/-
6.	Above Rs.20,00,00,000/-	Rs.19,87,500/- plus 0.5 percent of the claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/-

Note: In the event the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five percent on the fee payable as per the above.

ii) Sub-Clause (29) of Clause 25 may be deleted and replaced as given below.

29. Deleted.

(3) Clause 10A – Materials to be provided by the Contractor to Section-8 of Clauses of Contract:

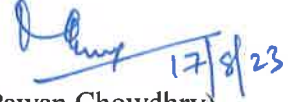
A new para at the end shall be added as given below:

For various other types of tests which cannot possibly be carried out in a site laboratory, those tests shall be got carried out with the approval of Engineer-in-Charge in laboratories in the Government sector, Semi Government such as all Govt. Institutes, Indian Institute of Technology, National Institute of Technology, Central and State Research Centers, Centrally and State funded laboratories and also Private labs accredited by NABL or any other accreditation body.



No. RITES/CPC/Correction Slip No. 1 (GCC for Works)
Date: 17.08.2023

The above Correction Slip No. 1 to General Conditions of Contract for Works, February-2023 is issued with the approval of the competent authority.



(Pawan Chowdhry)
ED/B&A and Head/CPC

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1. Secy. to CMD/DP/DT/DF for kind information please.
2. CVO for kind information please.
3. All Country Heads, Vertical Heads, Regional Heads & PU/SUB-Unit/RIO Heads
4. AGM/IT for getting uploaded on RITES website under Tenders → Standard Tender Document & GCC for Works → RITES GCC for Works Feb-23 (Correction slip No. 1) and on RITES ESS portal/ CPC Documents Tab