Hindustan Copper Limited

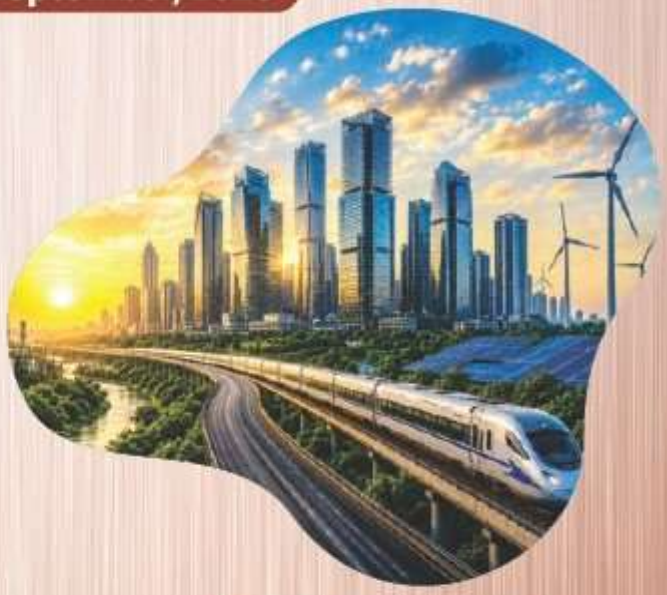
SEMINAR

on

सत्यनिष्ठा से समृद्धि

PROBITY FOR PROSPERITY

2nd-3rd September, 2026



सत्यनिष्ठा **INTEGRITY** | पारदर्शिता **TRANSPARENCY**

विकास **DEVELOPMENT** | समृद्धि **PROSPERITY**

JOIN HANDS FOR A CORRUPTION FREE INDIA

Let's Build a Strong Nation

COMPENDIUM

for

SEMINAR

on

‘PROBITY FOR PROSPERITY’

Organised by

HINDUSTAN COPPER LIMITED

during

2nd – 3rd September, 2026

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ABOUT THE PROGRAMME

Hindustan Copper Limited organised a seminar on ‘Progress with Purpose’ in Kolkata on 2nd - 3rd September, 2026, with an overwhelming attendance of employees from CPSEs and other Central Government organizations as particiapnts during the two day seminar.

Seminar titled 'Probity for Prosperity' was themed on ‘Tenders and Contracts with focus on Dispute Mitigation and Resolution’ and e-HRMS and Ethical Leadership.

The first day of the seminar had session-1 on 'Contractual Management & Disputes' by Shri Ajit Kumar Mishra, Director, Works IRCON International Ltd., who shared his experience and thoughts, which was followed by Session-2 by Shri Kanwalpreet, Addl. CEO, GeM, who deliberated on the topic of ‘Tenders and GeM Policies’.

The second day was a knowledge sharing session on ‘on e-HRMS and Ethical Leadership’ wherein Shri G V L Satya Kumar, MD, CRIS, along with his officer, Shri Ullas Kumar, took the audience through the journey of establishing e-HRMS system in the organisation and integrating it with core operations through responsible and ethical leadership.

The seminar was attended by top management and employees of HCL’s Corporate Office as well from units across the country, CVOs and their teams and former CVOs from the organisations based in and around Kolkata and of Ministry of Mines.

The audience was enthralled by the enlightening training imparted by the esteemed speakers, along with the enrichment of the interactive sessions which made the programme a remarkable event.

As a part of the capacity-building mandate of the CVC, during the three-month preventive vigilance campaign on “सत्यनिष्ठा से समृद्धि” (“Probity for Prosperity”), this seminar explored procurement process, resolution strategies and possibilities of integration of data with human expertise to optimize public service delivery, serving as foundational pillars for modern nation-building in sync with the goals of Viksit Bharat 2047.

Memories with a summary of the learnings from the two-day seminar held during 2nd -3rd September, 2026 are captured in this Compendium.

https://youtube.com/live/GDoftJ_-xvE?feature=share

THE PROGRAM INAUGURATION

WELCOME OF SPEAKERS FOR THE 1ST DAY OF THE SEMINAR

Shri Anupam Misra, CMD, HCL extending a warm welcome to the esteemed Guest Speaker, Shri Ajit Kumar Mishra, Director, Works IRCON International Ltd.

Shri Harsimran Singh, CVO, HCL extending a warm welcome to the Guest Speaker, Shri Kanwalpreet, Addl. CEO, GeM

WELCOME ADDRESS BY SHRI HARSIMRAN SINGH, CVO, HCL

Welcoming the distinguished guests, all dignitaries and participants for the two-day seminar, CVO, HCL, Shri Harsimran Singh expressed gratitude to the Keynote Speakers for taking time out for the knowledge sharing session and the support from HCL management for organising the session.

He emphasised on the need for deliberations on the topics of the Seminar and included them as a part of the capacity-building programme under the 3-month awareness campaign of the Central Vigilance Commission. He said, that the seminar was also an attempt to explore the unique-ness and relevance of the theme for this year's campaign for the public servants.

He stressed on the fact that one should be Honest, i.e. truthful and avoid deception. One should imbibe Integrity, i.e. his/her actions should be consistent with our Values and beliefs. C W Lewis defined Integrity as doing the right thing even when nobody is watching. Thus for a person to have Integrity he should demonstrate Honesty with consistency and strong ethical behaviour. Finally, Probity is strong moral honesty and uprightness, especially in Professional or Public roles. Honesty is about truthfulness, Integrity is about moral consistency, and Probity is about proven ethical uprightness and trustworthiness.

Shri Singh said, that when we deal with tenders and contracts, i.e., public procurement, the moral value of Probity is the most desired one. Public servants ought to demonstrate proven ethical uprightness and trustworthiness, and this becomes even more important when dealing with tenders and contracts.

This is because public procurement accounts for 25% of our GDP and the tax payer's money deserves to be spent diligently when building the infrastructure and delivering the public

services. It's rightly said that Public infrastructure is built on Public trust and Public servants need to ensure this.

CVO, HCL observed that CVC's awareness campaign is a nothing but a proactive and collective approach to foster the culture of Probity and Accountability. This also aims to train the Public servants and equip them with updated knowledge, rules, guidelines and procedures.

In this connection last year, an SOP for Engineer-in-Charge was released which elaborated in simple terms the action to be taken for ensuring smooth contract management from award of contract till closure. Likewise, this year, an FAQs on Public procurement was introduced. He urged all to follow the same.

During this two-day seminar, he said, the participants and the speakers will navigate through the various pillars of 'Public Procurement & Contract Management with focus on Dispute Mitigation and Resolution strategies' and 'e-HRMS and Ethical Leadership' exploring possibilities of integration of data with human expertise and how it can strengthen the Organisation to adapt to changing conditions.

He expressed his gratitude to the distinguished Speaker, Shri Ajit Kumar Mishra, Director/Works IRCON International Ltd., for the being at this programme to share his rich experiences and insights on "Contract Management, Dispute Mitigation and Resolution ".

He also informed about the second guest speaker for the afternoon session, Shri Kanwalpreet, Addl. CEO, GeM. That, with more than 2 decades of experience in Public Procurement and experience of formulating the DoE's manuals, Shri Kanwalpreet would be deliberating on the various aspects of "Tenders and GeM Policies".

Shri Harsimran Singh noted that Contract disputes can significantly increase the project cost and schedule; however, integrating proactive dispute mitigation directly into the tendering phase and maintaining rigorous lifecycle contract management can substantially reduce or eliminate the conflicts before they escalate into costly litigation. Managing a contract seamlessly from market invitation to closeout requires an end-to-end strategy built upon clear risk allocation, structured communication, and tiered conflict resolution mechanisms.

According to Shri Singh, the process starts with the Tendering Stage (Pre-Award Mitigation). Mistakes made during the tendering phase account for a vast portion of downstream project execution failures. It is required to have Unambiguous Scope Definition, Balanced Risk Allocation, Structured Bidder Conference and Rigorous Qualification Criteria.

The next stage, Shri Singh said, is the Contract Management & Execution (Post-Award Mitigation). Once the tender is awarded, active governance ensures contract terms are executed as written, tracking milestones proactively to catch deviations early. Today we shall learn how to handle the various intricacies.

CVO, HCL was confident that if the first two stages are correct, there would hardly be any scope for Dispute Resolution Strategies. However, if the dispute does occur in spite of all the efforts to mitigate, the same should be resolved meticulously, about which the various provisions must be kept in the contract document.

The Public sector organizations procure goods and services mostly through GeM. And the seminar would be a learning opportunity about the various provisions including the new guidelines for procurement through GeM, one of the largest procurement portals in the World. He informed that renowned expert in this area, Shri Kanwalpreet would enlighten the session audiences on the GeM Tender Policies & Rules, especially in Bid Tracking and Management, Registration and Compliance Updates, Performance Security, Payment Timelines, Rate Contracts (RC), etc. and offer crucial insights into its functionalities and their solutions.

He stressed upon digital transformation, sustainable technologies, ethical procurement process and strong leadership to achieve self-reliance as per the vision of Viksit Bharat.

"Procurement is not about spending less, it's about buying better."

ADDRESS BY SHRI GHANSHYAM DAS GUPTA, DIRECTOR (MINING), HCL

Welcoming the distinguished guests, all dignitaries and participants for the two-day seminar, Director (Mining), Shri Ghanshyam Das Gupta expressed his admiration for the choice of topics for the seminar and commended on the efforts of the HCL team for successfully organising such an enriching session.

Shri Gupta stressed on the fact that the intricacies of Procurement, especially in a public sector organization are vast and that the knowledge of it can only be acquired hands-on. No curriculum imparts a formal academic course on it till one opts for specialised management courses. And Mining being the core activity in HCL and other mining PSUs, many a times the mining engineers are at a loss about how to deal with bottle necks in the process. So, the choice of the topics was very apt in educating how to handle the contracts. Shri Gupta expressed his sincere gratitude to the renowned speaker for the session, Shri Ajit Kumar Mishra and looked forward to learn from experience sharing session and acquire wisdom on the subjects.

Director Mining, HCL put forward his opinion that ethical leadership is very rare in today's world, where we equate target-oriented leadership with ethical leadership. But getting deep into time management and purpose of the work is of utmost important for a true leader. Adding to that purpose, digital transformation, transparency, and accountability in human resource processes through the Electronic Human Resource Management System (e-HRMS) is something to be worked out mindfully and meticulously.

While encouraging all participants to make the best use of the seminar, Shri GD Gupta concluded with an inspirational fervour for the knowledge sharing session and exchange of thoughts which will enrich and brace us all for the times ahead.

ADDRESS BY SHRI R V N VISHWESHWAR, DIRECTOR (FINANCE), HCL

Welcoming the distinguished guests, all dignitaries and participants for the two-day seminar, Shri RVN Vishweshwar, Director (Finance) expressed his appreciation for consistently organising such knowledge sharing sessions on interesting topics, which the entire organisation looks forward to.

But before speaking about 'Probity for Prosperity', Shri Vishweshwar lead the focus on understanding 'Probity' and 'Integrity'. He said, Integrity is a part of Probity, which is strict adherence in moral values, discipline. However, strictness level varies depending on situation and severity of the case.

To explain the concept, Shri Vishweshwar narrated a small story from the Epics of Mahabharata, where Pandavas were in exile and Yudhishthira was confronting the Yaksha with answers to his questions. After Yudhisthira was successful, he was given the choice by the Yaksha to bring back to life any one of his brothers – to which Yudhishthira chose his step-brother Nakul. When asked for the reason to choose his stepbrother over his own brothers, Yudhishthira explained the logic of equity for justice – the eldest son of each of the two mothers to be alive. This was so far the best possible scenario which upheld justice to all – even if it means forgoing personal choices/biases.

That, according to Shri Vishweshwar was one of the earliest instances of rational thinking and not emotions, feeling of righteousness and taking up responsibilities. It effectively means fairness, that even when nobody is watching there should not be any difference in dealing with

decisions. He said, that during the course of our work also we come across many such situations where objectivity and rational thinking is required. And as we go up the corporate ladder, our degree of responsibilities not only gets bigger, but also gets complex - not only for the organisation but also for the society at large.

Creating an ideal transparent process, where operations, decisions, and data are open, clear, and easily understood by everyone involved - may be time consuming, but at the end such decisions always protect the interests of both individuals and organisations; and reflect positively on the country as a whole.

Shri Vishweshwar believed that the topics for the sessions were so relevant and apparent in our day-to-day life – circling around to overlook and to oversee. Technology is an enabler and it cannot guarantee the ethics, moral values and integrity, but can only create safeguards for the users of the technology and the technicians who are custodians of the system.

For him, Probity is not about merely preventing the wrong doing, its larger objective is to create trust – between the organisation and its employees, between the organisation and its shareholders and trust among the vendors and the business partners.

Probity is thus the foundation of lasting prosperity.

To know more about the dynamics, Shri RVN Vishweshwar welcomed the renowned speakers for to explore this dynamic concepts in detail accompanied with enriching interactive sessions.

ADDRESS BY THE CHIEF GUEST, SHRI ANUPAM MISRA, CMD, HCL

Encouraging all participants and commending upon the efforts of all departments for organising the Seminar on such appropriate topics, CMD, HCL, Shri Anupam Misra commended upon the efforts of Vigilance and other departments for taking the initiatives for bringing people together from various organisations. He extended a warm welcome towards the renowned speakers and the Guests for the occasion.

With an introduction on both the topics for this two-day session - "Tenders, Contract Management with focus on Dispute Mitigation and Resolution strategies" for the first day and "e-HRMS and Ethical Leadership" for the second day – he said that they are not only pertinent and crucial for HCL, but also all other organisations, because the challenges that all the organisations face, are almost the same.

Speaking about the leadership he equated it with the hardship of the captain at sea, whose successful leadership is not measured by the number of nautical miles / ports he navigated, but by the number of storms he has successfully faced and survived. He encouraged all participants to ask questions, discuss with fellow participants and make the best out of this knowledge sharing platform.

He pointed out that as government servants, we all serve as the administrative backbone of the country, and are responsible for implementing public policy, delivering essential services, and upholding the rule of law – which is the Constitutional Duty of every citizen. But as government servants we also have an additional duty- "double duty" because we are bound simultaneously by the Fundamental Duties of a citizen as well as the strict legal frameworks of statutory Conduct Rules. While an ordinary citizen owes general civic and moral obligations to the nation, a public servant carries an added layer of legal accountability, code of conduct, and 24x7 service availability.

And it is the government employee, who manages the entire public procurement lifecycle to acquire goods, services, and works efficiently while ensuring public funds are spent with maximum value and integrity.

That is where " Probity for Prosperity" (which is this year's theme for CVC's Vigilance Awareness Campaign) emerges as a true expression for Governance and Conduct. Probity — which means absolute honesty, integrity, and uprightness — is the foundational bedrock for both long-term prosperity and also effective dispute management. When individuals, corporations, or governments operate with unyielding ethical standards and accountability, they build trust, minimize friction, and create sustainable value.

Shri Misra expressed his view that as we prepare ourselves for a Viksit Bharat 2047, the topics for the seminar were both crucial and critical. Since Public procurement drives India's national development, by accounting for considerable part of the country's GDP, it serves as a major economic lever for domestic infrastructure and manufacturing.

Effective dispute management reduces costly delays and legal backlogs in Indian public procurement by favouring structured mediation over automatic arbitration and court litigations. It focuses on proactive risk reduction and collaborative problem-solving to protect relationships and operational stability – thus paving the way to prosperity.

Shri Misra also informed that the Government of India recently raised nearly ₹3,000 crore from Hindustan Copper OFS after exercising the full greenshoe option to sell a 6% stake - with the objective of capital investment plans for modernizing Hindustan Copper operations.

Backed by robust Q1 FY27 results, HCL would focus on fund modernised mining operations and increased domestic output.

Public procurement acts as a powerful double-edged growth engine for Hindustan Copper Limited (HCL), driving both its top-line revenue generation and operational cost-efficiencies. As India's only vertically integrated Central Public Sector Enterprise (CPSE) in copper mining, the company relies heavily on government procurement structures — both as a major B2B vendor to state-backed infrastructure projects and as a regulated buyer using national procurement portals.

Speaking about the aspirations of "Viksit Bharat 2047" of becoming a developed nation by its centennial year of independence, Shri Misra stressed upon digitalisation of processes for the country to become more digitally / technologically advanced and an empowered nation.

He said, when such a digital HR infrastructure (e-HRM) meets value-driven management (Ethical Leadership), it changes how an organization functions. Through Algorithmic Governance, Data Privacy & Trust, and mitigating "Digital Dehumanization", strategic business outcomes foster Mutual Reciprocity and drives Sustainable Retention.

He expressed his gratitude as he welcomed the distinguished guests and eminent speakers who are not only experts in specialised field of knowledge but also possess rich array of experiences in this complex but dynamic aspect of dispute management and public procurement for the nation.

With these words Shri Anupam Misra, CMD, HCL, declared the session open; and looked forward to the opportunity to learn from the distinguished guests and eminent speakers from their rich array of experiences in these complex and interesting topics.

SESSION BY SHRI AJIT KUMAR MISHRA, DIRECTOR (WORKS), IRCON

Shri Ajit Kumar Mishra, an officer of the Indian Railway Service of Engineers (IRSE), brings with him, over twenty-five years of distinguished experience in the planning, execution, governance, and delivery of large and complex infrastructure projects across the railway and transportation sectors.

As Director (Works), IRCON International Ltd, he provides strategic leadership for the company's diverse portfolio of railway, high-speed rail, metro, bridges, tunnels, track, and allied infrastructure projects in India and overseas. He is responsible for project execution, engineering excellence, contract governance, digital project controls, stakeholder coordination, quality assurance, safety management, and timely delivery of nationally significant infrastructure programmes.

He currently oversees several strategically important projects, including the Mumbai-Ahmedabad High-Speed Rail Track Package, ballast-less track works, important bridges over river Ganga, tunnelling projects, and critical rail connectivity initiatives that support India's logistics, industrial growth, and economic development. He is also in-charge of infrastructure projects executed by IRCON in Bangladesh, Malaysia and Nepal.

Public Procurement & Contract Management

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Theme: Probity for Prosperity / सत्यनिष्ठा से समृद्धि

CVC's five focus areas:

Disposal of pending complaints	Disposal of pending cases	Capacity-building programmes	Digital initiatives	**Contract management**

Contract management is a focus area this year.

THE TEST

Probity, defined by your procurement manual

"Transparency … enjoins upon the Procuring Authorities to do only that which it had professed to do as pre-declared in the relevant published documents."

HCL Procurement Manual (Policy & Procedure) 2025, para 1.11(i) — Transparency Principle

Did we declare it?
Every rule that governs a bidder or a contractor must be in the published document — not in a file note.

Did we follow it?
The declared rule binds the procuring entity first. Departure requires reasons on record.

Can we show it?
Manual 1.11(v) requires the considerations that weighed with us to be placed on record, in precise terms, and preserved.

Probity is fidelity to your own declared rules. Nothing more mysterious than that.

***Ramana Dayaram Shetty v. International Airport Authority of India*, (1979) 3 SCC 489** : A public authority cannot act arbitrarily in awarding government contracts. **The authority cannot invite bids on one set of rules and award the contract on another.**

Presentation Scheme – Probe for Dispute Mitigation Strategies

1. Pre-Award Mitigation
2. Post-Award Management.
3. Dispute Mitigation and Resolution
4. Take Aways

I Pre-Award Mitigation

Scope • Risk Allocation • Time Value of Decision • Value for money • Pre-bid conference

PRE-AWARD

Scope clarity & Realistic time schedule is the first dispute-resolution mechanism

A standard form gives consistency. Standardisation must not become indiscriminate transplantation.

Six questions to answer before any major works tender is issued:

- Item-rate, lumpsum, BOQ/ Activity Schedule
- Who owns the design risk - design-build, or EPC/turnkey?
- Who owns subsurface and geotechnical risk?
- What is Employer-provided and what is Contractor-verified?
- Who bears interface risk with other contractors?
- What does 'completion' actually mean — physical, testing, commissioning, performance test, or takeover?

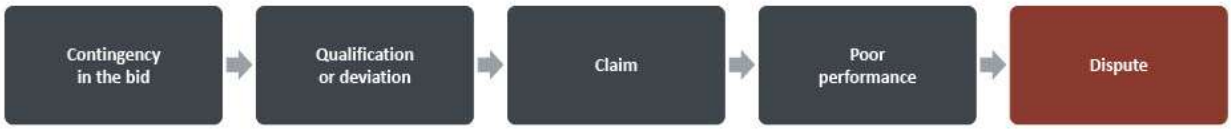
"An unrealistic time schedule for completion of a facility may lead to delays, claims and disputes."

A representative CPSE Procurement Manual (2025), para 1.9(iv) — the point is made in almost identical words across the sector

PRE-AWARD

Risk transfer is not risk management

Risk should be allocated to the party best able to understand, control and price it — not merely to the party that can be made contractually responsible for it. An unmanageable risk does not disappear when it is transferred:



The employer may obtain a low price at award and pay for it later through delay, claims or contractor distress. **That is not economy; it is deferred cost.**

> *"A risk should be borne by the party who can best* ***(a) control or mitigate it; (b) insure against it; or (c) absorb its consequences.***"
>
> *— Max Abrahamson, "Risk Management" (1984) 1 ICLR 241*

PRE-AWARD

The pre-bid conference is the first dispute-avoidance meeting

For a major works or EPC tender, the pre-bid meeting should be run as a risk workshop and should specifically test:

Scope ambiguities	Interfaces	Access	Employer inputs	Utilities
Permits	Geological data	Programme assumptions	Payment milestones	Variation mechanism
Extension of time	Price adjustment	Dispute mechanism	Insurance	Securities and BGs

What the better Indian forms already do

- Queries invited five days in advance; changes made only by addendum or corrigendum, published on CPPP and the employer's website
- Non-attendance at the pre-bid conference is expressly not a ground for disqualification
- Manuals commonly direct that in complex tenders, technical and techno-commercial conditions be settled at pre-bid stage so that no fresh financial bids are needed later

Publish a query-response matrix: every query answered, or recorded as "no change, for reasons". Reserving a right to reject does not displace the duty of fairness under Article 14 — record the reasons even where you do not disclose them. That protects the officer at least as much as the bidder.

Concept of 'Entire Agreement'

PRE-AWARD

Who bears the risk of an ambiguity?

Drafting habits that quietly move the consequence of the employer's own ambiguity onto the bidder:

Govt GCC, ITT cl. 4	A tenderer who finds a discrepancy must notify at once; the authority "may, if deemed necessary" clarify. The successful tenderer then "shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof."
Common in CPSE forms	The employer reserves the right not to respond to a query at all; and where a query goes unanswered, the clause as printed is deemed to continue to apply.
Almost universal	The right to reject any or all bids, or to award in part, "without assigning any reason".

***Ramana Dayaram Shetty v. International Airport Authority of India*, (1979) 3 SCC 489** : A public authority cannot act arbitrarily in awarding government contracts. **Once it lays down eligibility conditions in a tender, it must follow them fairly, uniformly and non-discriminatorily.**

***Tata Cellular v Union of India* (1994) 6 SCC 651**: The court does not sit in appeal over a tender decision, reviews only the decision-making process on Wednesbury grounds, and says in terms that the terms of **the invitation to tender are not open to judicial scrutiny**, being in the realm of contract.

PRE-AWARD • THE LAW OF UNFAIR TERMS

Can an unbalanced clause be challenged? Rarely!!

India has no general unfair contract terms statute — nothing equivalent to the **UK Unfair Contract Terms Act 1977** or the Consumer Rights Act 2015, and nothing like the Australian regime extended to small-business standard forms. In a commercial contract, "this term is unfair" is not by itself a cause of action. Relief must travel one of four narrower channels:

The Contract Act

s.16(3) undue influence, where one party can dominate the will of the other and the bargain appears unconscionable.

s.23 public policy — the route in Brojo Nath, but expressly not available between businessmen of roughly equal bargaining power.

s.28, as amended in 1997 and 2013, voids a term that extinguishes a right on the expiry of a stipulated period.

s.74 — reasonable compensation only.

Consumer Protection Act 2019

s.2(46) does define an "unfair contract", with six illustrations — excessive security deposits, a penalty disproportionate to the loss, unilateral termination without reasonable cause, refusal of early repayment, assignment to the other's detriment, unreasonable obligations.

ss.49(2) and 59(2) let the State and National Commissions declare such a term null and void.

But it reaches only consumer–trader dealings. A works contract sits outside it.

Article 14 — the live route

Where the counterparty is the State or its instrumentality, the constitutional standard reaches the contract itself, not merely the award process.

Brojo Nath; LIC v Consumer Education & Research Centre; and now the Constitution Bench in CORE, striking down a unilateral appointment clause in a public-private contract.

In substance a constitutional doctrine of unfair terms — operating in the space the Contract Act leaves empty, but available only against the State.

What was proposed, and never enacted

Law Commission, 199th Report (2006), 'Unfair (Procedural and Substantive) Terms in Contract': a standalone Act distinguishing procedural from substantive unfairness, empowering a court to refuse enforcement, declare a term void, or vary it to remove the unfairness.

It recommended leaving the Contract Act and the Specific Relief Act undisturbed. Nothing was legislated.

Earlier: the 97th and 103rd Reports (1984), on s.28 and on a proposed s.67A.

A one-sided clause is never struck down here for being unfair. It is struck down for being arbitrary, or void under s.23 or s.28 — or it is read down against the drafter. There is no safety net downstream: the employer's own drafting is the only place the balance can be struck.

Central Inland Water Transport Corpn Ltd v Brojo Nath Ganguly (1986) 3 SCC 156; LIC of India v Consumer Education & Research Centre (1995) 5 SCC 482; Central Organisation for Railway Electrification v ECI-SPIC-SMO-MCML (JV), 2024 INSC 857 (Const. Bench). Indian Contract Act 1872, ss. 16(3), 23, 28 (as amended 1997 and 2013), 74; Specific Relief Act 1963, s. 20 (narrowed by the 2018 amendment); Consumer Protection Act 2019, ss. 2(46), 49(2), 59(2).

PRE-AWARD

L1 is not a synonym for value for money

"Price alone may not necessarily represent Value for Money ... VfM is achieved by attracting the widest competition by way of optimal description of need."

A representative CPSE Procurement Manual (2025), para 1.10 — Refined Concept of Cost and Value

Our own manuals already say so

A representative CPSE manual provides that the price "should not be abnormally low for facilities / works / services which could lead to a situation of non-performance or failure of contract", and that price alone may not represent value for money.

The policy is sound. The difficulty is downstream, in the bid document.

The tender should select a performer

Realistic qualification thresholds • genuinely similar work • financial capacity • key personnel • plant and equipment • present commitments and bid capacity • past performance.

The Government form puts it directly: capability and financial status are to be investigated and approved before a contractor is entrusted with work.

Where the abnormally low bid (ALB) provision usually fails

Most Indian forms name the concept and stop there — **no objective trigger, no price-analysis procedure, no stated consequence.**
Provision of additional PBG has its own concerns.
Compare the MDB approach: the abnormally low bid is tested by a written analysis of the bidder's rates and, where the analysis does not satisfy the employer, the bid may be rejected on recorded reasons.

The discipline is not the rejection; it is the analysis **that has to exist before the rejection.**

PRE-AWARD

Low price is a trigger for scrutiny — not an automatic ground for rejection

Dutta Associates v. Indo Merchantiles
Supreme Court • (1997) 1 SCC 53

The authority devised a post-bid "viability range" which was not disclosed in the tender.

The procedure for acceptance must be disclosed in advance and applied transparently, fairly and openly.

Do not create an undisclosed price/viability benchmark after bid opening.

Orion Security Solutions v. GNCTD
Delhi High Court • 22 Aug 2016

L-1 quoted Re.1 as agency charge. The bid was rejected as "unduly low and unworkable."

Rejection quashed; the Committee had not adequately considered the bidder's financial health and explained business model.

"Low" does not, by itself, establish **"unworkable."**

The legal question is not: "How far below estimate is the bid?"

It is: "Has the procuring entity objectively established that the bidder cannot perform at that price?"

PRE-AWARD

Low compared with estimate ≠ automatically unacceptable bid

Paharpur Cooling Towers v. Union of India
Delhi High Court • 23 Apr 2026

A rival challenged acceptance of an L-1 bid of about ₹93.86 crore against an estimate of about ₹144 crore as abnormally low.

The Court declined to treat the price differential itself as requiring rejection. **Tender evaluation remains primarily a commercial decision of the procuring entity.**

29. In order to examine the Petitioner's contention regarding the abnormally low financial bid submitted by the Respondent No.4, and the submission that the same was liable to be rejected in terms of Clause 5.0.4 of the Manual for Procurement of Works, 2019, it becomes necessary to consider the scope and applicability of the said Procurement Manual. The Manual, issued by the Department of Expenditure, lays down a guiding framework for public procurement and, inter alia, contemplates that in cases of abnormally low bids, the procuring entity may seek appropriate clarifications from the bidder to satisfy itself as to the workability of the bid and the bidder"s capacity to perform the contract. However, the said framework does not mandate automatic rejection of a bid merely on the ground that it is lower than the estimated cost, and its application must be seen in the context of the specific terms of the tender and the discretion vested in the procuring authority.

Authority: Paharpur Cooling Towers Ltd. v. Union of India & Ors., W.P.(C) 12270/2024, Delhi HC, 23.04.2026.

1. Price appears abnormal
2. Seek written explanation
3. Analyse rates, resources & methodology
4. Assess capability to perform
5. Record reasons → accept or reject

PRE-AWARD

Standards of Review - How far will a court go?

Since Tata Cellular the Supreme Court has reviewed tender decisions on the **Wednesbury standard** — illegality, irrationality, procedural impropriety. Both halves of that position matter, and officers usually hear only the first.

X What the court will not do

- Sit in appeal over the commercial judgment, or substitute its own view of which bid was better.
- Second-guess the tender conditions — the author of the tender document is the best judge of its own requirements.
- Interfere merely because another view was possible, or because the writ petitioner would have decided differently.

Tata Cellular (1994) 6 SCC 651
Jagdish Mandal (2007) 14 SCC 517
Michigan Rubber (2012) 8 SCC 216

✓ What the court will do

It will ask two questions:

- was the process mala fide or intended to favour someone; and
- was it "**so arbitrary and irrational that no responsible authority acting reasonably could have reached it**".

Hold the State to the standard it published, and to benchmarks disclosed in advance.

Refuse to accept that a power to reject without reasons is a power to reject for no reason.

Jagdish Mandal, the two-question test
R.D. Shetty (1979) 3 SCC 489
Reliance Energy (2007) 8 SCC 1

The practical explanation: It is the file that is reviewed, not the decision.
Restraint protects the officer who can show a rule, a record and reasons.

PRE-AWARD

Caution!! Wednesbury began as a control on public power. It has since been imported into the exercise of a contractual discretion — for the same reason it exists in public law: the party deciding has an interest in the outcome.

Extension of Wednesbury in Contract

Braganza v BP Shipping [2015] UKSC 17
Where a contract gives one party the power to decide, or to form an opinion on facts, affecting both parties' rights, a term is implied that the process be rational and the outcome not one no reasonable decision-maker could reach.
Relevant matters in, irrelevant matters out.

Which decisions it may affect:

Extension of time. Valuation of a variation. Levy of liquidated damages. Certification of the final bill. Forfeiture of security. Termination for default on the Engineer's "opinion" or "satisfaction".
In short, every decision our forms leave to the employer's own officer.

Three things convert a discretion into a decision:
1. a rule declared in advance,
2. a record of what was considered, and
3. reasons connecting the two.

*Associated Provincial Picture Houses Ltd v Wednesbury Corporation [1948] 1 KB 223; CCSU v Minister for the Civil Service [1985] AC 374. On the boundary with proportionality in India: Union of India v G. Ganayutham (1997) 7 SCC 463; Om Kumar v Union of India (2001) 2 SCC 386. On the duty to give reasons: "**Discretion ... must be governed by rule, not by humour**" — Lord Mansfield, cited in S.G. Jaisinghani v Union of India, AIR 1967 SC 1427.*

II Post-Award Management

The Engineer-in-Charge • programme and records • time • money • closure

Contract administration is where disputes are either controlled or created.

POST-AWARD • THE ENGINEER

Creates entitlement — but does not determine it

Most Indian PSU forms

The Engineer-in-Charge is expressly the employer's representative, and his acts are deemed the employer's acts. His listed functions are coordination, inspection, materials, testing and suspension — not deciding a claim, certifying an extension, or valuing a variation.

A standard Government GCC

The Engineer's decision on quality, materials and measurement is final, subject to a written appeal within 7 days. On rescission he determines what has been earned — "ex-parte" if he considers it fit. Eighteen clause-references are 'excepted matters', decided by the employer alone.

FIDIC 2017 / ADB SBD

Sub-Clause 3.7 obliges the Engineer to act neutrally when making a Determination, to consult, to decide within a fixed period, and to give reasons and supporting particulars. The Determination binds both parties immediately — subject to challenge, not to finality.

Creates but does not decide. That gap is why claims reach the amicable ladder undigested — and arbitration years later, undocumented.

We need not adopt FIDIC to borrow the function it performs- a written, reasoned, time-bound first decision.

POST-AWARD • THE LARGEST CARVE-OUT IN INDIAN CONSTRUCTION

Excepted matters

18

clause-references in one Government works GCC are 'excepted matters' — not arbitrable, and expressly excluded from the Dispute Adjudication Board as well

What that means in practice

On those matters the department's own authority decides, its decision is final and binding on the contractor, and there is no neutral review of any kind — not a board, not a tribunal.

The list is not marginal: it reaches sub-contracting, measurement, rates for extra work, and termination.

Finality language across the same document

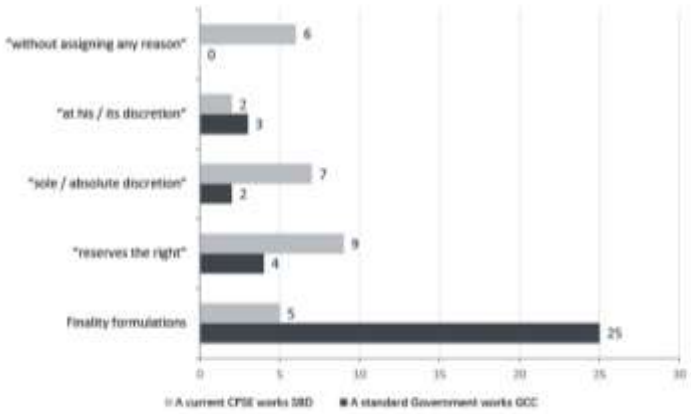
13	9	3	25
"shall be final"	"final and binding"	"final and conclusive"	total finality formulations

Where the courts have drawn the line. An excepted matter genuinely so drafted is not arbitrable, and an award upon it is a nullity — *Vishwanath Sood; Sarvesh Chopra*. But the employer cannot make itself the judge of *whose* breach caused the delay: that question is for a tribunal — *J.G. Engineers*. The boundary is contested, and *Mitra Guha* reads the carve-out more broadly. Which is the point: a clause that generates a decade of litigation about its own scope is not saving anyone time.

A standard Government works General Conditions of Contract, as currently in force, Clause 63.1, listing Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11. Phrase counts are a text-search of the same document

POST-AWARD

Discretion without a rule is not flexibility. It is exposure.



The same instinct, in two places

The Government form concentrates its discretion after award, in finality. The CPSE form concentrates it before award, in reservations and unreasoned rejection. Neither is dishonest drafting. Both create the space in which an honest officer must later prove that he was honest.

And the third column

FIDIC 2017 does not solve this with better adjectives. It removes the occasion for discretion: an express duty of neutrality, a fixed period, a written reason, and an immediately binding but reviewable determination.

POST-AWARD • FINALITY CLAUSES • 1 OF 2

Finality: the line the courts have drawn

A finality clause that operates on quantum is generally upheld. One that operates on liability is not — because it makes a party the judge in its own cause. Nearly all the litigation is about which side of that line a clause falls on.

Cannot be made final - Liability

Was there a breach? Who caused the delay? Is the contractor liable at all?

Rameshwara Rice Mills — adjudicating a breach and assessing the damages flowing from it are distinct. A power to do the second does not carry a power to do the first; a party cannot be arbiter in its own cause. Even read widely, the power is confined to cases where breach is admitted or undisputed.

BSNL v Motorola — before compensation can be levied, fixing liability for the breach is the employer's primary responsibility, and that question is outside the finality clause.

J.G. Engineers — on the same clauses, only the quantification of liquidated damages and excess cost was made final. Who caused the delay remained arbitrable.

May be made final - Quantum

What is the amount? What is the measurement, the valuation, the computation — once liability is established?

Vishwanath Sood — the departmental officer's decision on compensation for delay upheld as an excepted matter, not arbitrable.

Sarvesh Chopra — where a claim is barred by the contract itself it is an excepted matter, though a claim founded on the employer's own breach may still be arbitrable.

Mitra Guha — reads the carve-out more broadly; the High Courts have since confined it to finality of quantum. An arbitrator who awards on a genuinely excepted matter acts without jurisdiction (*Bharat Coking Coal*).

Three Important Concerns:

- ✓ Where the decision-maker is a genuinely independent certifier rather than the employer's own officer, finality is respected far more readily — the objection is to self-judgment, not to expert determination.
- ✓ Section 28 of the Contract Act, as amended, strikes a clause that couples finality with extinguishment of a right on the expiry of a period.
- ✓ Since CORE, where the employer is the State the nemo judex objection carries a constitutional dimension as well as a contractual one.

State of Karnataka v Shree Rameshwara Rice Mills (1987) 2 SCC 160; Vishwanath Sood v Union of India (1989) 1 SCC 657; General Manager, Northern Railway v Sarvesh Chopra (2002) 4 SCC 45; Bharat Coking Coal Ltd v Annapurna Construction (2003) 8 SCC 154; BSNL v Motorola India (P) Ltd (2009) 2 SCC 337; J.G. Engineers (P) Ltd v Union of India (2011) 5 SCC 758; Mitra Guha Builders (India) Co v ONGC (2020) 3 SCC 222; cf. DSIIDC v H.R. Builders and DDA v Swastic Construction (Del HC).

POST-AWARD • FINALITY CLAUSES • 2 OF 2

Care while Drafting, and while administering finality clause

For the drafter

- Separate the three functions and name them differently — **certification** (measurement, valuation), **determination** (entitlement to time or money), and **decision** of a dispute are not the same act. Reserve finality for the first.
- Never write "the decision of the Employer shall be final" without an object. Say what is final: the quantification of the amount recoverable, once liability has been determined under clause X. The two-step structure is itself the protection.
- Draft the carve-out as a list, not as an adjective — identify the specific clauses excluded, and say expressly that they are excluded from the dispute mechanism.
- Attach procedure to any finality: notice, an opportunity to respond, a stated period, written reasons. Finality adds nothing to a decision that can be defended on reasons — and cannot save one that cannot.
- **Prefer the conditional-binding formula**: binding unless and until revised, with a notice-of-dissatisfaction window after which it does become final. That gives the cash-flow certainty finality was reaching for, without the vulnerability.
- Check for internal contradiction — a finality clause here and an unqualified arbitration clause there produces a jurisdictional fight before the merits are reached.

For the contract administrator

- Decide liability first, in a separate document. A letter that levies damages with no recorded finding on who caused the delay is defective at its foundation, whatever the clause says.
- Do not invoke finality on a disputed fact. It is available where breach is admitted. The moment it is disputed, the clause stops carrying you — and relying on it turns a contractual position into an arbitrary one.
- Make it a speaking order: notice, reply taken on record, reply dealt with, reasons stated. This single habit most improves the survival rate of employer decisions — and it is what a vigilance authority looks for three years later.
- **Do not recover before you have determined. Deducting from running bills or encashing a guarantee ahead of a finding on liability is what generates both s.9 injunctions and vigilance queries.**
- Do not let the officer whose conduct is in issue take the decision. Where drawings, land or access were the site office's responsibility, escalate one level. It costs a fortnight and removes the contractor's best point.
- Keep the record the determination will rest on — hindrance register, monthly delay-attribution note signed by both sides, instructions logged. A finality clause cannot cure an absent record; a good record often makes it unnecessary.

***The test to apply before signing:** could this decision be defended on its reasons if the word "final" were struck out of the clause? If not, the word will not save it.*

POST-AWARD

A completion date is not a programme

A completion date tells us when a project should finish. An accepted programme tells us how it is supposed to finish — and is the only instrument that can later answer:

What was critical?	What actually caused the delay?	Did the event affect completion?	Was mitigation possible?	Did Employer and Contractor delay overlap?

Baseline programme → Periodic updates → Actual progress → Critical path → Recovery measures → Hindrance records

The hindrance register is the cheapest dispute-mitigation instrument in Indian public works — and most of our manuals already refer to it.

Make it contractual, alongside a monthly delay-attribution note signed by both sides. Records are not paperwork; they are institutional memory — and Manual 1.11(v) already requires an auditable chronological trail.

Good records favour neither the Employer nor the Contractor. They favour the truth.

That is what probity looks like at site level.

POST-AWARD

Separate time from money: the three-box model

Employer-risk delay	Contractor-risk delay	Neutral-risk event / Shared-risk event
Extension of time granted.	No extension for that delay.	Extension of time as the contract provides.
No Price Reduction, no denial clause.	Price Reduction as the contract provides.	Cost consequences examined separately.

For mixed or concurrent delay, make a reasoned determination on causation and records — not a negotiated split arrived at without analysis.

The order of questions matters

First determine responsibility for the delay.
Then determine the time entitlement.
Then, separately, the money. Do not begin with the question "should Price Reduction be waived?" — that question is the wrong way round, and it is the reason so many extension files read as favours rather than as determinations.

POST-AWARD • TIME BARS

Extinction by calendar

Time bars are legitimate. But a bar that extinguishes a right without any decision on its merits is a different thing — and Indian forms carry several:

Govt GCC cl. 64(3)(a)	If the contractor does not prefer specific and final claims in writing within 90 days of being told the final bill is ready, he is "deemed to have waived" them and the employer is discharged of all liability.
Govt GCC cll. 63, 64(1)	A Notice of Dispute may not be served later than 30 days after the Completion Certificate; and arbitration must be demanded after 120 but within 180 days of the final claim.
Govt GCC cl. 64(1)(iv)	"No new claim shall be added during proceedings by either party" — the reference is frozen at the date it is made.
Common in CPSE forms	Extension of time "may be considered", with no notice period, no decision deadline and no obligation to decide at all — the mirror-image failure.

The doctrinal risk runs the other way too where employer-caused delay has no working extension machinery, time can be set at large — and the liquidated damages column becomes unenforceable.
A form that grants extensions and levies damages cannot also make time of the essence in the strict sense.

Hind Construction Contractors v. State of Maharashtra (1979) 2 SCC 70; Welspun Specialty Solutions Ltd v ONGC, 2022 SCC OnLine SC 1053, reported at [2022] 2 SCC 382

POST-AWARD

"Waiver" of liquidated damages is ambiguous /incorrect

The pattern in our forms

Damages for delay are described as a mutually agreed pre-estimate; the file is then required to compute the financial loss; and where the delay was in fact the employer's own, or force majeure, **the levy is "waived" by a** competent authority on recorded justification, "strictly as an exception".

Two problems in one clause

Genuine pre-estimate, or proof of loss? The clause should choose, because s.74 of the Contract Act will otherwise choose for it.

And where the delay is excusable, the levy is not waived — it never accrued. Calling it a waiver turns an entitlement into a discretionary favour, and favour is precisely the space that is probed three years later.

One sentence removes an entire category of allegation:

"Liquidated damages shall not be levied for any period of excusable delay determined under Clause X."

Why the drafting matters more in a public contract than a private one

A private employer who forgoes damages is exercising commercial judgement.
A public officer who does the same under a clause headed 'waiver' has, on the face of the file, granted a benefit. The identical decision, differently drafted, becomes either a determination or a favour.

Section 74, Indian Contract Act 1872; ***ONGC Ltd v Saw Pipes Ltd (2003) 5 SCC 705; Kailash Nath Associates v DDA (2015) 4 SCC 136.***

POST-AWARD

Non-decision is also a decision — usually the most expensive one

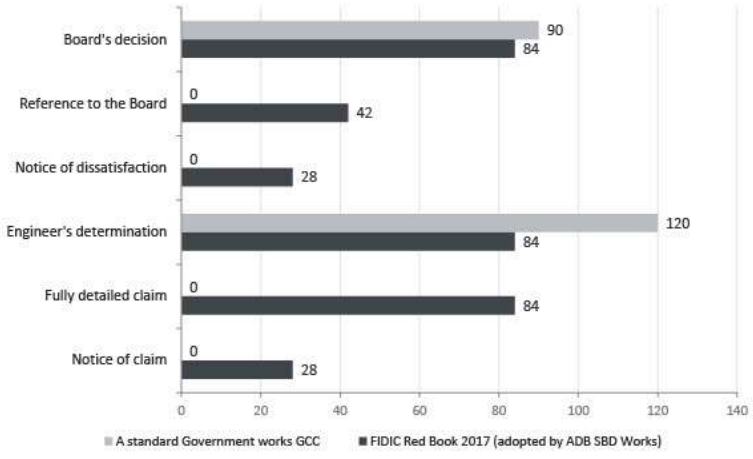
Contractor raises issue → Site records it → Engineer avoids deciding → Matter travels through layers → Project finishes → **Claim becomes arbitration**

Put a clock on the decision

Variation — was there a change, and who instructed it?	Rate for the varied item	Extension of time	Changed site condition
Additional or emergency work	Payment entitlement	Claim — accept, reject, or accept in part	

The objective is not to concede claims.
It is to accept, reject or partly accept them — with reasons — while the evidence and the people are still available.

How long may a decision take?



A zero is not the absence of a rule

It is the absence of a clock. Where a form fixes no period for notice, for particulars, or for a reasoned answer, the parties supply their own — and they supply different ones.

FIDIC goes one step further

If the Engineer says nothing in time, the consequence is stated: a Claim is deemed rejected, and a matter to be determined becomes a Dispute referable straight to the Board. Silence is given a meaning instead of being left as one.

POST-AWARD

Payments, and the No Claim Certificate

The uncontroversial half

Cash flow is the oxygen of construction. Pay the undisputed amount promptly; decide the disputed amount promptly. Never hold an entire invoice because one component is contested. Every manual in the sector says so; the difficulty is always in the doing.

The contested half

Most forms require a No Claim Certificate before final payment or before release of the performance guarantee.

A no-claim certificate signed under the pressure of an unpaid final bill is not a settlement. It is evidence of a dispute.

The Government GCC gets this right, and it is worth borrowing

Clause 51 requires the contractor to deliver "either a full account in detail of all claims he may have on the employer in respect of the works or … a No Claim Certificate". The contractor may reserve his claims and still be paid. That single disjunctive — an account of claims or a no-claim certificate — is the difference between a discharge that will hold and one that will not.

A discharge signed to obtain money already due does not extinguish the claim (Reshmi Constructions; Ambica Construction, on a departmental no-claim clause).
And since Krish Spinning in July 2024 the s.11 referral court is confined to the existence of the arbitration agreement — accord and satisfaction is for the tribunal.
A coerced certificate no longer shortens the arbitration; it lengthens it.

A standard Government works GCC, cl. 51(1). On discharge under economic duress: NTPC Ltd v Reshmi Constructions (2004) 2 SCC 663; Ambica Construction v Union of India, 2006 INSC 868; National Insurance Co Ltd v Boghara Polyfab (P) Ltd (2009) 1 SCC 267; Union of India v Master Construction Co (2011) 12 SCC 349; R.L. Kalathia & Co v State of Gujarat (2011) 2 SCC 400; New India Assurance Co Ltd v Genus Power Infrastructure Ltd (2015) 2 SCC 424; SBI General Insurance Co Ltd v Krish Spinning, 2024 INSC 532.

III Dispute Mitigation and Resolution

A ladder, not a cliff • the mediation gap • seat and appointment •

DISPUTES

Not every contractor letter is a dispute

If every letter becomes a legal dispute, project teams stop communicating commercially — and the one channel that resolves matters cheaply closes.

Make the escalation meeting work

Most forms require a meeting within a fixed period at successive levels. Use it actively rather than as a box to be ticked before arbitration.

Require both sides to table a two-page position paper first: contractual provision • facts agreed • facts disputed • time and money involved • documents relied upon • settlement range.

That stops a senior-management meeting from becoming another exchange of accusations.

Then ask one question of your own ladder

How many rungs are internal to the employer?

Where every rung is the employer's own officer — the work-in-charge, then a Director, then the General Manager — nobody neutral touches the dispute before a tribunal or a court does.

A ladder with no neutral rung is not a ladder. It is a delay. And the delay is charged to the project, not to the file.

On whether a pre-arbitral tier is a condition precedent: Visa International Ltd v Continental Resources (USA) Ltd (2009) 2 SCC 55 and Demerara Distilleries (P) Ltd v Demerara Distillers Ltd (2015) 13 SCC 610 — an attempt at amicable settlement need not be made where it would be an empty formality; contrast Nirman Sindia v Indal Electromelts Ltd (Ker HC) and Sushil Kumar Bhardwaj v Union of India (Del HC), treating the agreed steps as mandatory.

DISPUTES

Records are institutional memory

- Decision note + approvals
- Correspondence / notices
- Programme updates + hindrance register
- Site diary · photos · measurement · tests
- Tender · addenda · contract · drawings

In a dispute, the organisation remembers only what the file can prove

✓ Good records do not favour the Employer or the Contractor.
✓ They favour the truth — and that is probity.

DISPUTES

Dispute architectures – Case for multi-tier dispute resolution

	A standard Government GCC	FIDIC 2017 / ADB SBD	Typical CPSE works form
Neutral tier	Conciliator up to ₹50 cr; DAB above ₹50 cr	Standing DAAB on every contract	None
Who appoints it	The employer names the conciliator; the Board is drawn from the employer's own panel of retired officers	Parties jointly, from the open market of adjudicators	—
Is the decision binding?	No — DAB decision expressly not binding on either party	Yes — binding unless and until revised; pay now, argue later	—
Mediation	Not provided	Amicable settlement before arbitration	Generally not provided

Ahead of most of the sector in having a neutral tier at all. Two refinements would close the gap: draw the board from outside the employer's own retired cadre, and make its decision binding until revised. A recommendation nobody must obey is advice, not adjudication — and a tier that decides nothing is the tier a court will excuse as an empty formality.

A standard Government works GCC, cll. 63 and 63.2 (DAB applicable above ₹50 crore; 63.2.7 — decision not binding). FIDIC 2017, Sub-Clauses 21.4.3, 21.5, 21.6. Ministry of Finance (DoE), OM No. F.1/2/2024-PPD dated 3 June 2024, directing government entities and CPSEs towards mediation under the Mediation Act 2023.

DISPUTES

"Place", "venue", "seat" — and it may cost a year

What our forms usually say

The Government form fixes the "place of arbitration" as the division in which the cause of action arose, or the headquarters of the organisation, or elsewhere by written consent.

CPSE forms commonly give a "venue" in one clause and a list of courts having jurisdiction in another — sometimes more than one such list, in the same document.

What the courts do with that

Seat, not venue, fixes supervisory jurisdiction. Where a form names a place without saying whether it is the seat, and separately confers jurisdiction on named courts, the parties litigate which court may hear the s.34 petition — before anyone reaches the merits.

The fix it— "The seat of arbitration shall be [ ]." - Name of City – not state
Delete every competing formulation in the same document.

The contract drafter should write it correctly:

- Is the seat named, and named once?
- Does any other clause confer jurisdiction inconsistently?
- Is the governing law of the arbitration agreement stated?
- Do the SCC and the GCC agree with each other?

DISPUTES • SUPERVISORY JURISDICTION

Supervisory Jurisdiction of Court - Which court will hear?

The seat does not only decide which State's courts supervise the arbitration. It decides whether a s.9 or s.34 application is heard by a High Court judge on the original side, or by a District Judge sitting as a Commercial Court.

Five High Courts exercise ordinary original civil jurisdiction. The rest do not.

Bombay	Calcutta	Madras	Delhi	Himachal Pradesh
Greater Bombay only	City limits only	City limits only	Whole of the NCT	Whole State
Chartered — Letters Patent 1865	*Chartered — Letters Patent 1865*	*Chartered — Letters Patent 1865*	*Delhi High Court Act 1966*	*State-wide original side*

Seat inside one of those five territories

The application goes to the Commercial Division of the High Court under s.10(2) of the Commercial Courts Act, read with s.2(1)(e)(i) of the Arbitration Act, which includes the High Court in exercise of its ordinary original civil jurisdiction.

Seat anywhere else

The application goes to the Commercial Court at District Judge level under s.10(3), with appeal to the Commercial Appellate Division of the High Court. Different listing times, a different bench, and a different appellate route.

Two things follow for the tender committee

Of the places typically named in a CPSE jurisdiction clause — the district in which the unit sits — usually none falls inside those five territories, so the supervisory court is the district Commercial Court, not a High Court. And s.8 of the Commercial Courts Act bars any appeal or revision against an order holding that the court has jurisdiction. A badly drafted seat clause therefore costs a year, not a month.

*Arbitration and Conciliation Act 1996, s. 2(1)(e)(i) — **"court" means the principal Civil court of original jurisdiction in a district** and includes the high Court in exercise of its ordinary original civil jurisdiction, excluding any court inferior to that principal Civil Court. Commercial Courts Act 2015, ss. 3, 7, 8, 10(2), 10(3) and 13(1A); specified value ₹3 lakh following the 2018 amendment, which also permits district-level Commercial Courts within the five original-jurisdiction territories. Pecuniary thresholds on the original side vary by High Court and have been revised — verify the current figure for the relevant seat.*

DISPUTES

Appointment of Arbitrator

The departmental model, as drafted

Where s.12(5) is waived and claims are up to ₹1 crore, a sole arbitrator who is a serving officer of the employer, nominated by the head of the organisation.

Otherwise, a panel of at least four names sent by the employer; the contractor suggests two; the head of the organisation appoints at least one of them and the balance, and designates the presiding arbitrator.

What CORE decided, 8 November 2024

A five-judge Bench held that a clause permitting a party interested in the dispute to appoint a sole arbitrator, or to curate the panel from which the other party must choose, offends the principle of equal treatment and Article 14. The ruling on three-member tribunals operates prospectively.

The common CPSE alternative — a sole arbitrator by mutual consent within 30 days, with no fallback appointing authority — fails differently: when consent fails, the parties spend a year in a s.11 petition.

Name an institution as the default appointing authority.

It answers the panel problem and the deadlock problem at once; the operative statute remains the 1996 Act as amended in 2015, 2019 and 2021, the 2024 draft Bill not having been enacted. And it delivers exactly what the Commission asks of us — less discretion, more rule.

One more, for CPSE-to-CPSE disputes

Where the counterparty is another CPSE, a Government department, a State PSU or a public authority, the DPE's AMRCD mechanism applies and units should route there rather than to court.

A standard Government works OCC, cl. 64(3); Perkins Eastman Architects DPC v HSCC (India) Ltd (2020) 20 SCC 760; Central Organisation for Railway Electrification v ECI-SPIC-SMO-MCML (JV), 2024 VIOC 807 (Constitution Bench). DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22 May 2018.

CLOSING

Probity does not mean saying no

Public-sector officers sometimes equate prudence with refusal — no extension, no variation, no claim, no negotiated settlement. That is not vigilance. It is the avoidance of a decision.

"Probity means applying the contract objectively, recording the facts, giving reasons, and protecting public money — including from avoidable disputes."

Manual Provision

Para 1.11(v) requires the considerations that weighed with the procuring authority to be placed on record in precise terms and preserved. A reasoned acceptance of a legitimate entitlement protects the PSU better than an unreasoned rejection that becomes an arbitral award with interest and costs.

Good contract administration is preventive vigilance.

Take Aways

1. L1 is a procurement outcome. Project success is a contract-management outcome.
2. Risk transfer is not risk management.
3. The pre-bid conference is the first dispute-avoidance meeting of the project.
4. Good contract administration is preventive vigilance.
5. Non-decision is also a decision — usually the most expensive one.
6. **Discretion without a rule is not flexibility. It is exposure.**

A clause that leaves the decision to discretion do not protect the officer.

It exposes him.

AUTHORITIES

Case Laws

Excepted matters

A matter genuinely excepted is not arbitrable and an award upon it is a nullity. But the employer may not decide whose breach caused the delay — that is for a tribunal. The boundary remains contested.

Vishwanath Sood (1989) 1 SCC 657
Sarvesh Chopra (2002) 4 SCC 45
J.G. Engineers (2011) 5 SCC 758
Mitra Guha (2020) 3 SCC 222

No-claim certificates and duress

A discharge signed to obtain money already due does not extinguish the claim. Since 2024 the plea of accord and satisfaction belongs to the tribunal, not to the referral court.

Reshmi Constructions (2004) 2 SCC 663
Ambica Construction, 2006 INSC 868
Boghara Polyfab (2009) 1 SCC 267
Master Construction (2011) 12 SCC 349
Krish Spinning, 2024 INSC 532

Multi-tier dispute clauses

Where a pre-arbitral tier would be an empty formality, the courts will not enforce it as a condition precedent. High Courts have gone both ways, so a tier that decides nothing buys delay, not protection.

Visa International (2009) 2 SCC 55
Demerara Distilleries (2015) 13 SCC 610
(cf. Nirman Sindia (Del HC)
(cf. Sushil Kumar Bhardwaj (Del HC)

Appointment and seat

A party interested in the dispute may not appoint the sole arbitrator or curate the panel. And it is the seat, not the venue or the 'place', that fixes supervisory jurisdiction.

TRF Ltd (2017) 8 SCC 377
Perkins Eastman (2020) 10 SCC 760
(CIRE, 2024 INSC 857 (Const. Bench))
BALCO (2012) 9 SCC 552
BSS SSS Soma (2020) 4 SCC 234

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- FIDIC Red Book 2017 — Sub-Clauses 3.7, 20.1, 20.2, 21.3–21.7
- HCL Procurement Manual (Policy & Procedure) 2025 — paras 1.9, 1.10, 1.11 (cited for its statements of principle)

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- DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22 May 2018 (AMRCD)
- Agreement for Mutual Enforcement of Debarment Decisions, 9 April 2010 (AfDB, ADB, EBRD, IDB, World Bank Group)
- Mediation Act 2023; Arbitration and Conciliation Act 1996 (as amended 2015, 2019, 2021); Commercial Courts Act 2015; Indian Contract Act 1872, ss. 73–74
- Central Vigilance Commission — campaign 'Probity for Prosperity', 17 August to 16 November 2026; Vigilance Manual 2026

Tendering and judicial review

- Tata Cellular v Union of India (1994) 6 SCC 651
- Michigan Rubber (India) Ltd v State of Karnataka (2012) 8 SCC 216

Time, damages and discharge

- Hind Construction Contractors v State of Maharashtra (1979) 2 SCC 70
- Vishwanath Sood v Union of India (1989) 1 SCC 657; General Manager, Northern Railway v Sarvesh Chopra (2002) 4 SCC 45; J.G. Engineers (P) Ltd v Union of India (2011) 5 SCC 758; Mitra Guha Builders (India) Co v ONGC (2020) 3 SCC 222 — excepted matters
- ONGC Ltd v Saw Pipes Ltd (2003) 5 SCC 705
- Kailash Nath Associates v DDA (2015) 4 SCC 136
- NTPC Ltd v Reshmi Constructions (2004) 2 SCC 663; Ambica Construction v Union of India, 2006 INSC 868
- National Insurance Co Ltd v Boghara Polyfab (P) Ltd (2009) 1 SCC 267; New India Assurance Co Ltd v Genus Power Infrastructure Ltd (2015) 2 SCC 424
- Union of India v Master Construction Co (2011) 12 SCC 349
- R.L. Kalathia & Co v State of Gujarat (2011) 2 SCC 400
- SBI General Insurance Co Ltd v Krish Spinning, 2024 INSC 532
- Multi-tier clauses: Visa International Ltd v Continental Resources (USA) Ltd (2009) 2 SCC 55; Demerara Distilleries (P) Ltd v Demerara Distillers Ltd (2015) 13 SCC 610

Seat, appointment and debarment

- BALCO v Kaiser Aluminium (2012) 9 SCC 552; BSS SSS Soma IV v NHPC (2020) 4 SCC 234; Mankastu Impex (P) Ltd v Airvisual Ltd (2020) 5 SCC 399
- TRF Ltd v Energo Engineering Projects Ltd (2017) 8 SCC 377; Perkins Eastman Architects DPE v HSCC (India) Ltd (2020) 10 SCC 760; Central Organisation for Railway Electrification v ECI-SPIC-SMO-MCML (JV), 2024 INSC 857 (Const. Bench)
- Erusian Equipment & Chemicals Ltd v State of WB (1975) 1 SCC 70; Kulja Industries Ltd v BSNL (2014) 14 SCC 731; Daffodills Pharmaceuticals Ltd v State of UP (2020) 18 SCC 550; Vetindia Pharmaceuticals Ltd v State of UP (2021) 1 SCC 804; UMC Technologies (P) Ltd v FCI (2021) 2 SCC 551

Notes, Acknowledgements and Disclaimer

Opinions expressed here are solely my own and do not express the views or opinion of my employer.

All the information presented here are based on published sources either on online format or in print format which are duly acknowledged.

Comments on SBDs / Procurement Manuals are purely for discussion's sake and not to be considered as criticism on the

The Opinions expressed here are not legal advice.

SESSION BY THE GUEST SPEAKER, SHRI KANWALPREET, ADDL CEO, GEM

With over 2 decades of experience in Public Procurement, Sh Kanwalpreet has worked in procurement related roles like warehouse management, inventory control, human resource management and purchase on various units of Indian Railways. As Executive Director(Railway Stores), he was involved in framing and implementing policies on Public Procurement on Indian Railways. In his previous tenure at Ministry of Finance, he was involved in updating Procurement Manuals of Government of India and also bringing in policy reforms.

He belongs to Indian Railways Stores Service cadre of 2000 examination batch. He is a graduate in Civil Engineering from I.I.T/Delhi and holds the post graduate degree in Applied Mechanics from the same Institute. His post-graduation thesis work was completed at the University of Karlsruhe, Germany. Additionally, he also holds a professional degree in law (LL.B.).

His professional interests include understanding how public procurement can bring in greater parity in the world economies. Implementing new technologies for procurement decision making is also an area of interest.

Shri Kanwalpreet's appointment to GeM is expected to expand its role as India's flagship public procurement portal, facilitating transparent and efficient procurement for ministries, departments, public sector enterprises and government organizations.

Tenders & GeM Policies

Shri Kanwalpreet
Additional CEO
Government eMarketplace
Presentation for HCL 2nd Sept 2026

Hierarchy of Guidelines

Statutory Framework	
The Constitution of India	Acts of Parliament

↓

Rules and Regulations	
General Financial Rules, 2017	DFPR, Orders of GoI

↓

Procuring Entities' Codes and Manuals (aligned to DoE Manuals)	
Detailed instructions	Standard Bidding Documents

↓

Manuals for Procurement issued by Ministry of Finance

Govt. e- Marketplace (GeM)

- Rule 149 of GFR 2017
  - Mandatory for procuring entities to procure Goods and Services available on GeM through GeM.
  - Credentials of vendors shall be verified by GeM authorities.
  - Procuring authority to certify reasonableness of rates.
  - Delegation is also prescribed w.r.t. procurement method.
  - All registered sellers for product/ service category can participate in bids in that category
  - Buyer can use Business Analytics tool on GEM.
  - Demand shall not be divided.

Debarment Provision (Rule 151 amdt. dt. 08.05.2026)

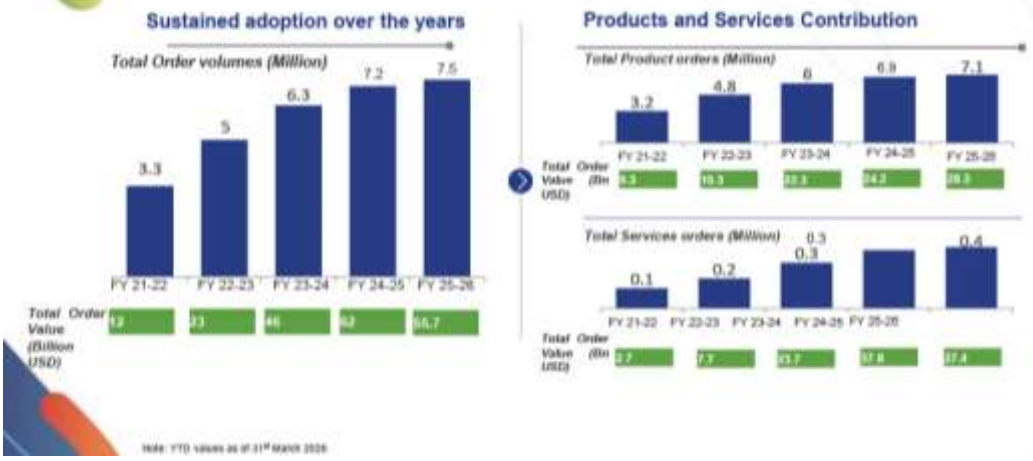
- Period not exceeding three years:
- Code on Wages, 2019 or the Code on Social Security, 2020 or the Industrial Relations Code, 2020 or the Occupational Safety, Health and Working Conditions Code, 2020; or
- Debarred on more than one occasion by one or more procuring entities for
- Failure to pay wages to employees engaged under the contracts ; or
- Failure to remit statutory contributions towards social security, as required under applicable laws, in respect of such employees engaged under the contracts; and
- Procuring entity has been required to make payment of such wages or contributions due to default by the bidder.

Debarment Provision (Rule 151 amdt. dt. 08.05.2026)

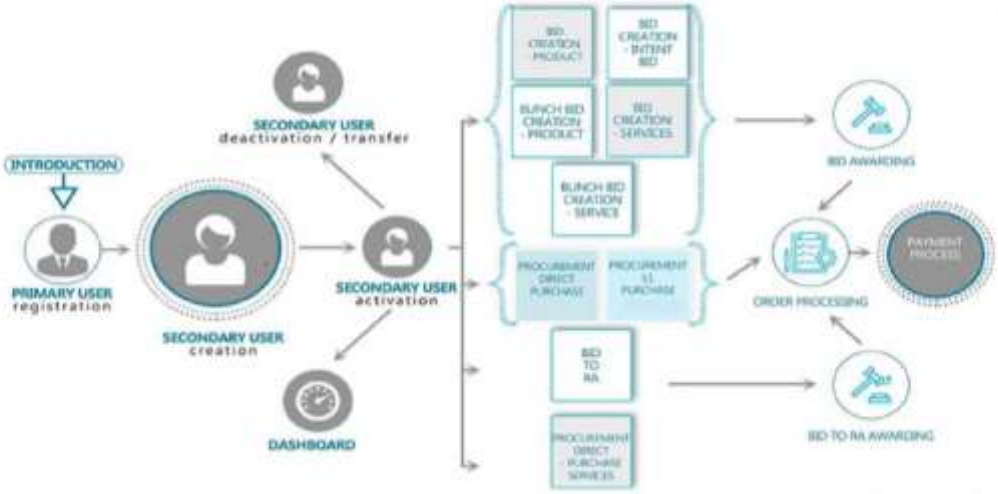
- By Procuring entity for period not exceeding two years:
- in respect of employees engaged under the contract –
- failed to pay wages; or
- failed to remit statutory contributions towards social security, as required under applicable laws, and procuring entity has been required to make payment of such wages or contributions due to default by the bidder
- Ministry/ Department to report all such cases of debarment to GeM. GeM to maintain consolidated database of such debarred firms.

KEY STATISTICS

Business overview



GeM: Procurement Flow Overview

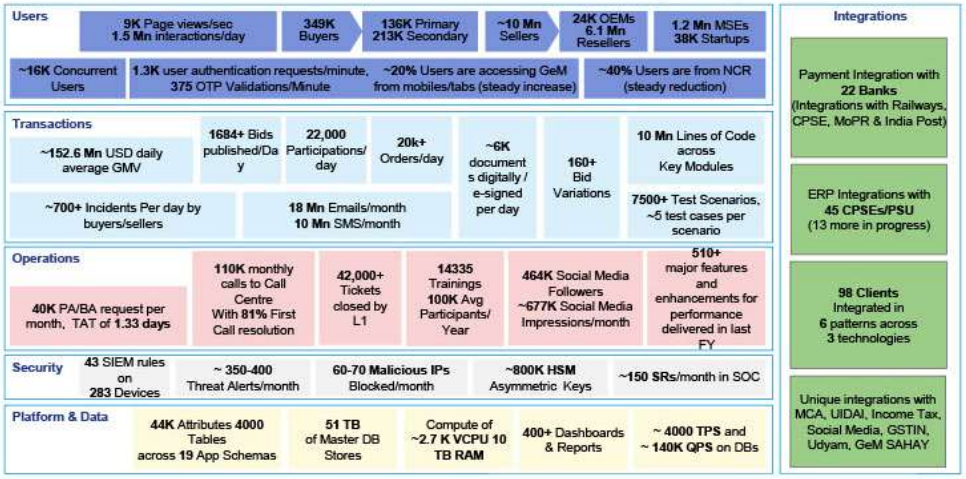


Various e-Procurement modes offered by GeM

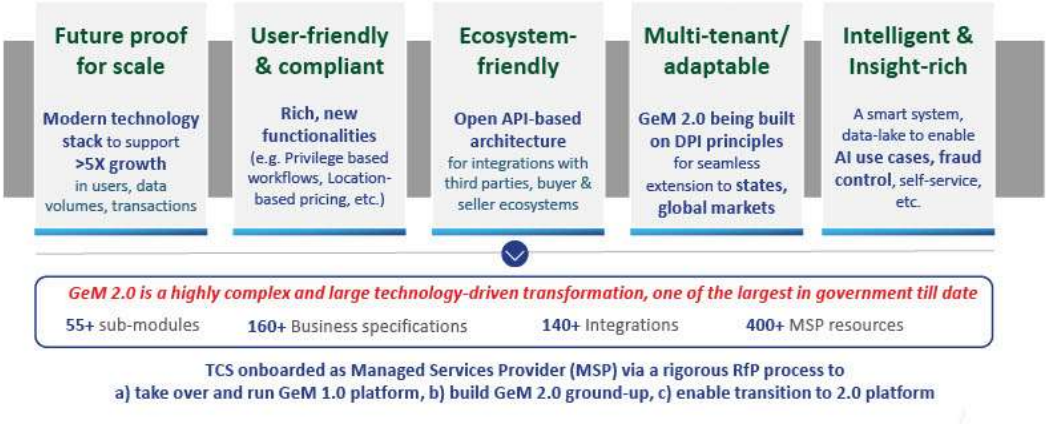
Push Button Procurement

- **Freedom from certifying rate reasonability**
- Limited to low value procurement (INR 5lakh).
- **Additional method** of procurement
- At least five bids are received.
  - Three OEMs in category
- No splitting of requirement.
- Contract is recommended by GeM.
- Permitted only for such categories, where at least ten sources are listed.
- PBP through Direct Purchase, L-1, Custom-bid etc. are not permitted.

GeM – System size, Scale and Complexity



Vision for GeM 2.0 - Looking ahead



TCS onboarded as Managed Services Provider (MSP) via a rigorous RfP process to
a) take over and run GeM 1.0 platform, b) build GeM 2.0 ground-up, c) enable transition to 2.0 platform

Rate Contract on GeM

- RC Organization – Nominates RC Buyer, requests for RC of a product
- RC Buyer – creates bids, evaluates sellers, finalizes RC.
- RC Consignee – designated delivery locations.
- Buyer – places Supply Orders from RC Catalogue.
- RC Category – approved product/service categories.
- RC Catalogue – generated after RC finalization, lists awarded items, sellers & prices.

GeM Rate Contract: Special Features

- Organization specific RC
- Price differential possible consignee wise
- Bidders price, discount matrix and live inventory is visible
- System selects the RC seller for order as per predefined logic
- Slab Discounts are possible
- Currently MSE and MII preference is not enabled
- RC price should not be compared with Marketplace price.

RC Process Flow

New Development- GTE Methodology

Seller Registration	Bid creation	Bid Submission	Bid Evaluation

• VPN Access -
• Class 3 DSC
• Document-Based Verification
  ◦ Business/Organization Name: As per DSC*
  ◦ Authorized Personnel Full Name: As per DSC*
  ◦ Tax/Business ID Number: As per the country of incorporation
  ◦ Mobile Number
  ◦ Email Address
	• Global Tender Title
	• Terms of delivery
	• Payment terms
	• Global Tendering Price Template(Buyer Specific)
	• EMD and Performance Security in Multi currency
		• Dedicated Bid listing Page for GTE
		• Furnish the technical offering
		• Upload Documents as per the GTE requirement
		• Offer Price:
		• Submission of the EMD
			• Technical Bid Evaluation
			• Financial Bid Evaluation
			• Awarding of the Contract

Anomaly Detection Module

Problem Overview:

1. Buyer-seller collusion
2. Avoiding order aggregation
3. Intentional hiding
4. Buyer Seller collusion IP match
5. Inappropriate technical specification mismatch/technical rejection reason

Business Impact:

- Better visibility of Buyer-Seller relationship
- Enable decision-makers to take necessary steps to stop people tampering with the process

Solution Overview:(*Available for all categories)*

Buyer Behavior Analysis:
Frequency of purchases in a category
Prices paid vs. historical prices
Repeated transactions with same sellers
Seller Behavior Analysis:
Price trends for listed products
Comparison with other sellers offering same specifications
Impact:
Detects unusual patterns & prevents misuse of GeM.

Action

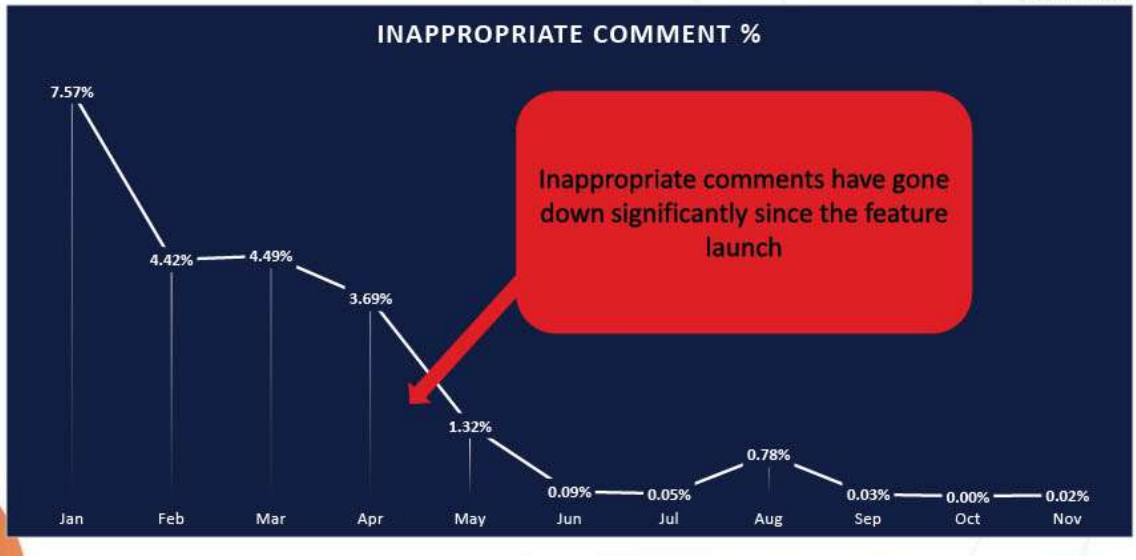
- Internal Dashboards are available
- Respective Buyer's higher authority are informed.

Rejection without proper reasons

Issues:
Fair rejection but no reason provided
Unfair rejection without valid justification
Invalid rejection reasons entered

AI-based Solutions:
Uses historical rejection data for training
Identifies common themes (Geographical, Technical, Firmographics)
Flags irrelevant or vague reasons automatically
Detects invalid entries (e.g., "not eligible", "Other", "0", "...")

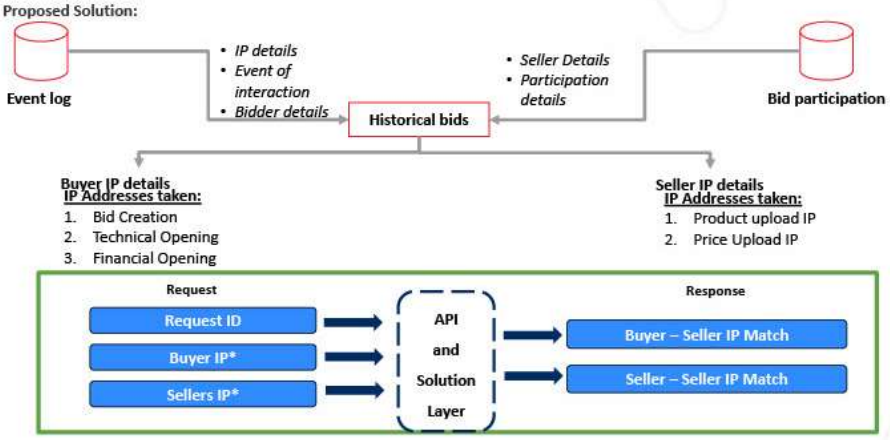
Impact on Bids-Year 2023-24,24-25



Buyer Seller Collusion IP:

Business Requirement: Detect and Report the sellers and buyers with matching IP address in historical bid.

Proposed Solution:



Cartelization among sellers- potential bid*

Business Use Case:

•Cartel = group of sellers/distributors agreeing to control price, supply, or trade (as per Section 2(c) of the Competition Act, 2002)

Scenarios Indicating Cartelization:

•Bids submitted at close time
•Bids with very close pricing (parallel pricing)
•Sellers from same/current geographic location
•Same set of sellers in multiple bids
•Matching IP & MAC addresses
•Participation by allied firms / sister concerns

Identification & Scoring:

•Each scenario scored (total = 100)
•Score >65 → High chance of cartelization
•Score <50 → Low chance of cartelization
*under development

Buyer seller collusion-potential bid*

Indicators:

- Same sellers repeatedly in buyer's bids
- Buyer accepts unusually high prices
- Matching IP & MAC addresses of buyer & seller (at different bid stages)
- Buyer & seller locations match (geo-tagging across stages)
- Invalid/biased technical rejection of sellers
- Restrictive tender clauses limiting competition

AI Approach:

- Each event scored with weighted benchmarks
- If cumulative score crosses threshold → **collusion suspected**

* Under development

Other recent initiatives

- Forward Auction
  - Leasing of Land
  - Sale of assets
  - Revenue Contracts
- Option Clause in Services
  - 50% at order stage and 25% at execution stage
- Run L1 facility
- ITC based bidding
- Buyer Dashboard: being updated
- Load Based bidding is possible
- eBG is accepted (integration with NeSL)
- Integration with UDYAM for online verification of MSE Status for Services

Other important policies on GeM

- Incident Management Policy
- Catalogue Sanitisation
  - Verification Sellers before onboarding
- SCoGeM:
  - Monitoring of utilization of GeM
  - Timely Payments
- Support to Buyer: Regular interactions and new features are added
  - Buyer rating
- Support to Seller
  - Vendor Rating
- Extensive Training Modules

COMMENCEMENT OF THE 2ND DAY SESSION

WELCOME ADDRESS BY SHRI HARSIMRAN SINGH, CVO, HCL DURING 2ND DAY SESSION

CVO, HCL, Shri Harsimran Singh welcomed all participants for the second day and thanked them for coming together to make the seminar a grand success. He expressed sincere gratitude to Shri G.V.L Satya Kumar, MD, CRIS, for agreeing to share his thoughts and perspectives on "e-HRMS and Ethical Leadership" at the session and enlighten the participants.

Recalling the first day's enriching interactive sessions he highlighted the most important link for the various nuances of ever-emerging topic of Public Procurement & Dispute Management with an empowered human resource and the right kind of leadership to channelise this resource into results.

To explain the same, he quoted Israelmore Ayivor from his book Leaders' Watchwords - "There is greatness in everyone already. The job of the leader is not to put greatness in anyone. The job of the leader is to make people discover and exploit the greatness already existing in them".

The concept was elaborated by CVO, HCL as follows:

The leadership is ought to be ethical for the society to develop morally. With lack of morality in the Leaders, the country cannot achieve the great heights. We now aspire to be Viksit by 2047, but to realise this vision we need to work on the Human Factor, we need to improve our ranking in Transparency (the CPI should increase from 39 to over 70), The HDI which is geometric mean of Life expectancy, Education level and Per Capita Income should improve from 0.644 to over 0.9. We see high Transparency and HDI ranking in Developed nations such as Nordic countries, New Zealand, Japan, etc. We too need to improve on these fronts, and that is possible with good morality and Ethical Standards, with Transparent Systems leveraging the Digital Technologies.

Therefore, for a team to run the organization efficiently and transparently, the role of "Digitalization" cannot be denied. It stands out to be the ultimate force multiplier for policy initiatives and administrative remedies. Thus, the role of digitalization and human resource, ie, the e-HRM becomes significant in modern HR practices – which was also the day's topic for the seminar – " e-HRMS and Ethical Leadership"

Traditional HRM encompasses various functions such as recruitment, selection, development, compensation, retention, evaluation, and promotion of personnel within an organization – which are mostly 'labour intensive'. Leveraging e-HRM technology functions as a tool for executing routine HR assignments and data-driven analysis much faster, systematic and well-regulated. Hence the crucial and core HR procedures, like strategizing, policy formulations, capacity-building for teams, internal communications, and such interventions can receive more attention and care.

In the initial stages, an efficient Digitalisation system may require to fight back old legacy systems and resistance to change. Hence wings of strong Leadership with Commitment are necessary to drive the transformation. In many a case, skill gaps and digital literacy issues accompanied by lack of integration across departments may pose obstructions in the process. But, with systematic Capacity Building initiatives and change management programs, team-work and collaboration, the gaps can be minimised and bridged to build self-sustaining digital systems.

Thus, e-HRMS is not merely the adoption of technology — it is the transformation of organisational processes, culture, and decision making through data, automation, and digital tools. All our organizations do have lower or higher levels of digitalization of HRM, and we must keep striving to enhance the level and make processes more automated. When leveraged fully, it unlocks speed, transparency, efficiency, and innovation, enabling organisations to operate at their full potential.

With the distinguished speakers, he invited all to delve into this most pertinent topic - paving the path for Viksit Bharat.

He was hopeful that this session would equip all participants with valuable knowledge and insights to navigate through this ever-evolving e-governance landscape - fostering the concepts of transparency and accountability through smart HRM solutions.

WELCOME OF SPEAKERS DURING 2ND DAY SESSION

Shri RVN Vishweshwar, Director (Finance), HCL extending a warm welcome to the Esteemed Chief guest and Keynote Speaker, Shri G V L Satya Kumar, MD, CRIS on the 2nd day of the session

Participants at the session

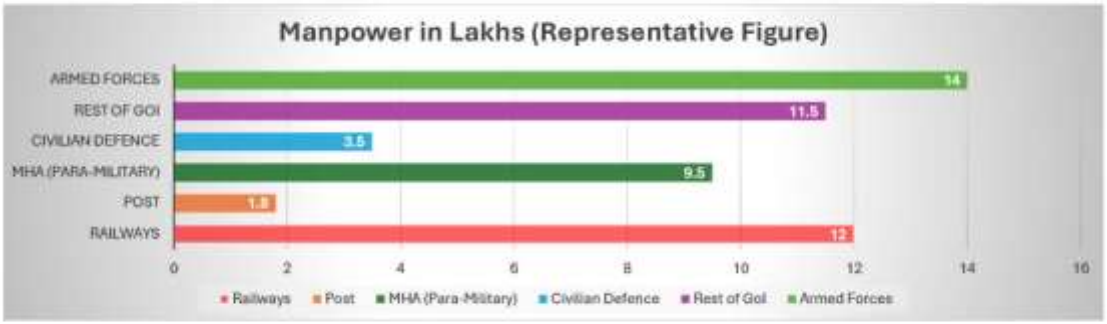
SESSION ON THE 2ND DAY BY SHRI ULLAS KUMAR, CM, CRIS

CRIS

INDIAN RAILWAYS

Human Resource Management System for Indian Railways

HR in Indian Railways – Scale & Spread



18 Zones + 11 PUs | 270+ Business Units | 7000+ Places | 46000+ Workplaces

12 Lakh+ Employees | 15 lakh+ Retirees

32 Lakh+ Direct Dependents

HR in Indian Railways - Uniqueness

Workforce Diversity – Geogrpahical, Biographical, Educational, Skills

Employees from all States, Communities, Linguistic Backgrounds, Economic Strata

Edu: Illiterate to Super Specialists; **Age**: 18 yrs -65 yrs; Nearly **1 Lakh Women**

500+ Unique Cadres; 27,000+ Seniority Units; 3000+ Unique Designations

Strong Industrial Relations: Some of the largest Recognised Workers' Unions

Safety-Critical Workforce for 24x7 Operations

Long Employee Life-Cycle, Rule-Based Government Organisation

Indian Railways HR – Challenges

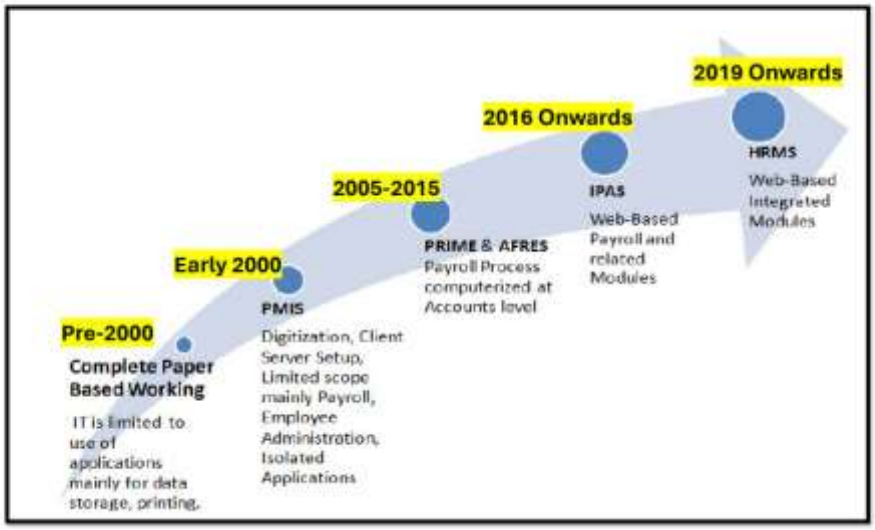
- **Recruitment** – One of the largest in the World; Computer-Based; Organized Throughout The Year
  >1.8 Crore Applicants for 1.2 Lakh+ Posts in 2025 Cycle
- **Workforce Planning & Right Sizing** – Optimal force for Safe, Smart and Sustainable operations
- **Training and Skill Development** – Huge Training set-up for continuous learning and re-skilling
- **Employee Welfare** – Inclusion, Support, Empowerment
- **Industrial Relations** – PNM, PREM, Secret Ballot
- **Financial Liability** – Manpower costs need to be sustainable
  40% on Salaries, 25% on Pensions

Challenges in Digital Transformation

- **Scale, Strength, Spread, Spectrum, Scope**
- **No Legacy Data –** Incomplete, duplicated, inconsistent Data requiring massive cleansing and validation
- **Lack of Standardization–** Balancing operational flexibility and exceptions
- **Home-Grown Solution –** Unique requirements like Cadre, Reservation, Integration required
  In-House product developed by officials with domain knowledge & practical experiences.
- **Change Management & User Adoption –** Ensuring Business Continuity while managing training and hand-holding amidst resistance through unions.
- **Connectivity and Infrastructure Constraints, Unskilled Resources and Users**
- **Complex HR Workflows –** Converting rule-intensive processes into standardised digital workflows ensuring integration throughout the HR ecosystem. Lack of Such Functionalities within Government & Public Sector.

IR-HRMS delivered pioneering solutions for Reservation Roster, Cadre Management, End-To-End Integration in HR Space

History of Digitization in IR HR Space



Developments in HR

Digital Transformation – Design, Development and Deployment of One of the World's Largest Human Resource Management System (HRMS).

Designed Entirely by IR Officers, Developed In-House by CRIS

Employee Centric

- ✓ **Comprehensive - HR Services delivered Digitally**
- ✓ **Covers EVERYONE – EVERYWHERE including Dependents, Retirees**
- ✓ **Convenient : Fast, 24x7, Access to Information**
- ✓ **Compliant & Centralized**
- ✓ **Cross-Application Integration**

Administration centric

- ➢ **End to End Solutioning –** Business Processes translated with forward and backward linkages, Rule-Based and Role-Based
- ➢ **Data & Dashboard–** Real-Time updates with secured, validated Data and User Specific Dashboards, Access Control
- ➢ **Technology Ready – Informed, Connected Workforce**
  Data-Driven Decision Making & Policy Formulation

HRMS Functional Spread - Deployed

Employee Centric Applications			Cadre Specific Applications	
Pass	APAR & IPR for Superviosrs		Book Of Sanction	Seniority
Settlement-NR	Employee Self Service		Reservation Roster	Organisational Hierarchy
PF Loans	Leave		Indent Management	Manpower Planning
Training	NOC	D&AR	Gazetted Cadre Management	
Grievance	e-SR		Recruitment(CGA)	

Unified Digital Interface for Transfer

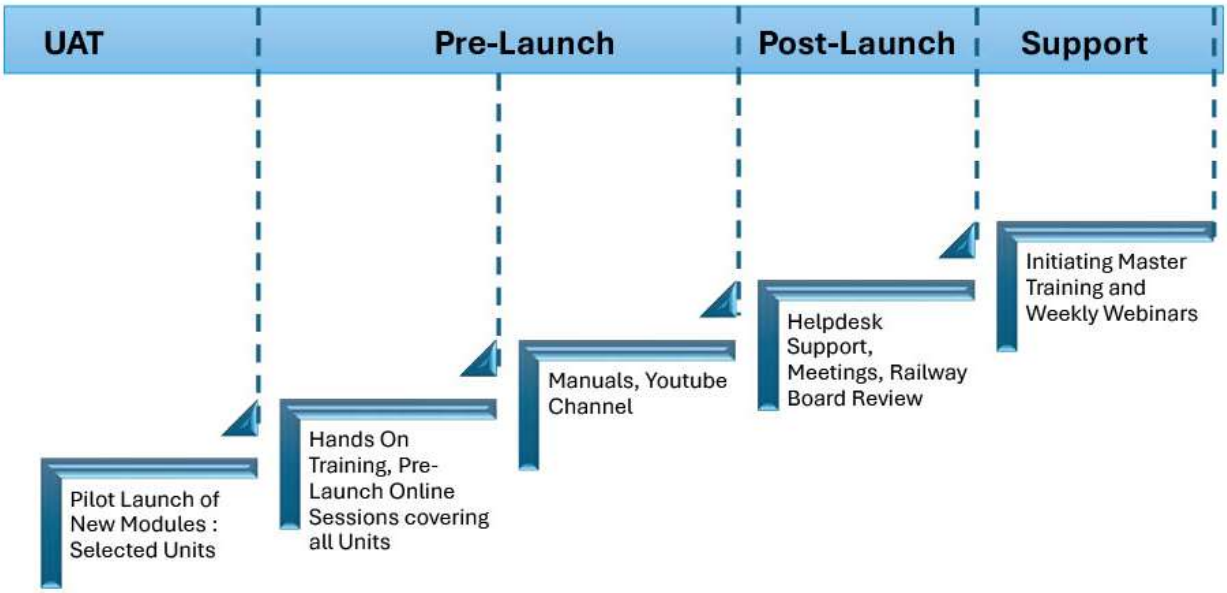
Unified Digital Interface for Promotion

Other Applications / modules

Awards	Willingness Module – New Unit, RB, ADRM, CTIs
IRMS Application	WEI – Woman Empowerment Portal
Group B Application Processing	Transfer Management for RPF

IR HRMS Development Approach

IR HRMS Implementation Approach



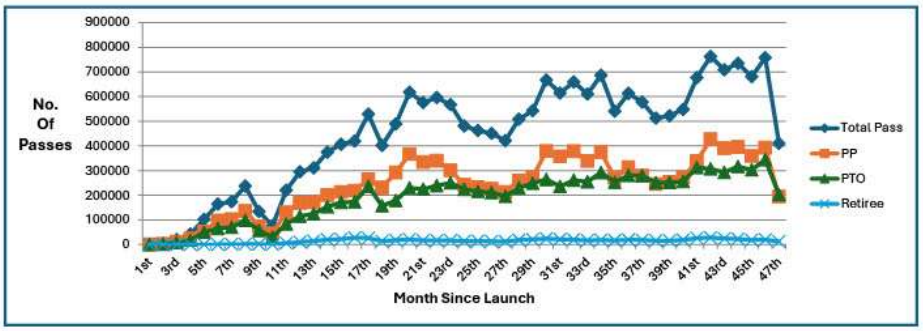
The Impact of e-HRMS On Indian Railways

Impact of IR-HRMS – Railway Pass

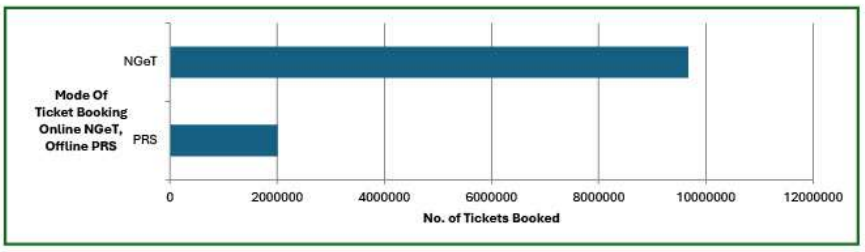
Before	After
Manual, Time-taking process, Only from designated Offices during office-hours	Online from Anywhere, Fast, 24x7 **Auto-Generated Pass**
Employee details, rules validated manually leading to inconsistencies, grievances	Auto-Checks, Validated Data, Employee-led process
Required printed stationary which was prone to misuse	End to end online process, auto-generated pass, saving on cost and resources
Ticket booking only from railway counter	Online booking of ticket using HRMS generated Pass

Automation is not only about speed;
It is also about removing avoidable discretion from routine decisions.

ePass Results



Trend showing increasing participation of employees since launch of ePass



Online booking of Tickets using ePass gained over offline booking from counters.

e-APAR Data from HRMS

Year (First 3 Years)	No. Of APARs Generated	"NO APAR" Recorded	Total APARs Processed
2021	9,78,162	34,427	10,12,589
2022	10,48,564	11,371	10,59,935
2023	10,71,900	10,590	10,82,490

- ❖ APAR process completely transparent
- ❖ No missing, tampering, back-dating of APAR
- ❖ Tracked, Monitored, Readily Available
- ❖ Integrated with HRMS Promotion Process, No manual handling of confidential data required.

Impact of IR-HRMS

Settlement	PF Loan	Leave
• Online processing, Monitoring • e-Records available • Settlement Processed: Over 90,000 cases; • Dues worth INR 28,000 Crores • Integration with Payroll eliminated paper transfers	• End to End Online Process; Ease, Info in Real-Time • Processing Time reduced from Weeks to single Day • Settlement : Over 9,60,000 cases; • Value of Loans INR 13,000 Crores • Reduced need for resourcess	• Digitized processing with validations • Leave Ledger with complete details Accessible 24x7, Available for Audit • Leave applications processed: 1.39 Crores • Real-Time Updates, SMS Notifications

From Files, Delays & Discretions to Data, Transparency & Validations

Impact of IR-HRMS on Administrative Processes

- Transparency, Reduced Grievances, Better Optics on HR processes
- Standardisation, Gaps Identified and Plugged
- Cadre Management –Integration between Cadre & Employee data at Organisational Level
- Digitised, Integrated, Monitored Reservation Rosters, Man-Power Planning & Postings
- Unified Digital Interface for Transfer & Promotion (UDIT & UDIP)
- Digital Workflows and Dashboards – Informed Decision Making and Policy Formulations
  Examples – Service Based Transfers, Self-Nomination for Awards, iGOT APAR Integration
- Digital Platform for Information Dissemination, Corporate Communication

The foundation of ethical governance is not merely good intent,
but reliable information, transparent processes and accountable decisions.

Impact of IR-HRMS on Vigilance Processes

Vigilance Concern	e-HRMS Enables
Discretion	Rule-Based Workflows, Validations
Opacity	Real-Time Status, Access
Manipulation	Digital Records, Audit Trails
Inconsistency	Standardisation, Data Validation
Delayed Accountability	Monitoring, Information Access
Information Asymmetry	Dashboards & MIS

Data integrity → Decision integrity → Institutional integrity

HR in IR – The Way Forward

- **Digital & Intelligent HR –** Adaptable to Evolving Policies and Emerging Technologies, Agile & Future-Ready
- **Strategic Workforce Planning –** HR as Startegic Partner
- **Enhanced, Empowered Employee Experience -** People-Centric HR, Workplace Reform
- **Ethical Leadership & Succession Planning –** Countering Changing Demography & Way of Life
- **Competency-Based HR with Continuous Learning**

The Next Frontier: Intelligent HR, Ethical Leadership and a Learning Workforce

From paper to platform is Digital Transformation.
From discretion to transparency is Governance Reform.
And from governance to probity—
that is the responsibility of Leadership.

Thank You

SESSION BY SHRI G V L SATYA KUMAR, MD, CRIS, ON THE 2ND DAY

Shri G.V.L Satya Kumar, Managing Director of the Centre for Railway Information Systems (CRIS) is from Indian Railway Traffic Service (IRTS) 1991 Batch. He holds B. Tech degree in Electronics and Communication in Engineering from IIT Madras (1990) and Master's degree in Business Administration from University of Melbourne in Australia.

He has served as Head of Operations in various Divisions of Railways viz. Waltair, Palghat etc. and was also Deputy Chairman/Chairman of Visakhapatnam Port Trust. He worked in Zonal HQs of Central and Southern Railways as Head of Marketing and Safety.

He has also been as Executive Director/Strategy Planning & Implementation, Director (Accounting Reforms, Railway Board) in Ministry of Railways. Afterwards, he shouldered the responsibilities of Divisional Railway Manager in Mumbai. Presently, working as Managing Director, Centre for Railway Information Systems (CRIS), Ministry of Railways.

With expertise in streamlining railway operations, he specializes in digital public infrastructure, data-driven operations, and AI-enabled mobility solutions for public transport management.

Shri G.V.L. Satya Kumar, while addressing the audience during the seminar, highlighted on how digital HR systems (e-HRMS) drive efficiency, transparency, and accountability while strictly upholding ethical governance in Indian Railways. As the head of CRIS — the IT backbone of the Ministry of Railways, Shri Satya Kumar focused on the intersection of digital transformation and institutional integrity. Through his personal journey through a decade-long digitisation process, he described how it helped the system to strengthen General Governance and effieciency. He explained how the digitalisation organized the enormous data base and helped to ease accesibility of information – which was crucial for the employee empowerment and efficiency.

He noted that transitioning away from legacy, manual processes to electronic Human Resource Management Systems (e-HRMS) directly strengthens organizational processes and promotes highly responsible decision-making. By integrating digital checkpoints, workflows become highly transparent and auditable, which inherently mitigates corruption risks and fosters ethical governance.

Digital frameworks ensure that actions taken within human resource management leave a clear digital footprint, ensuring that administrative actions remain aligned with the relevant guidelines, ensuring Systemic Accountability.

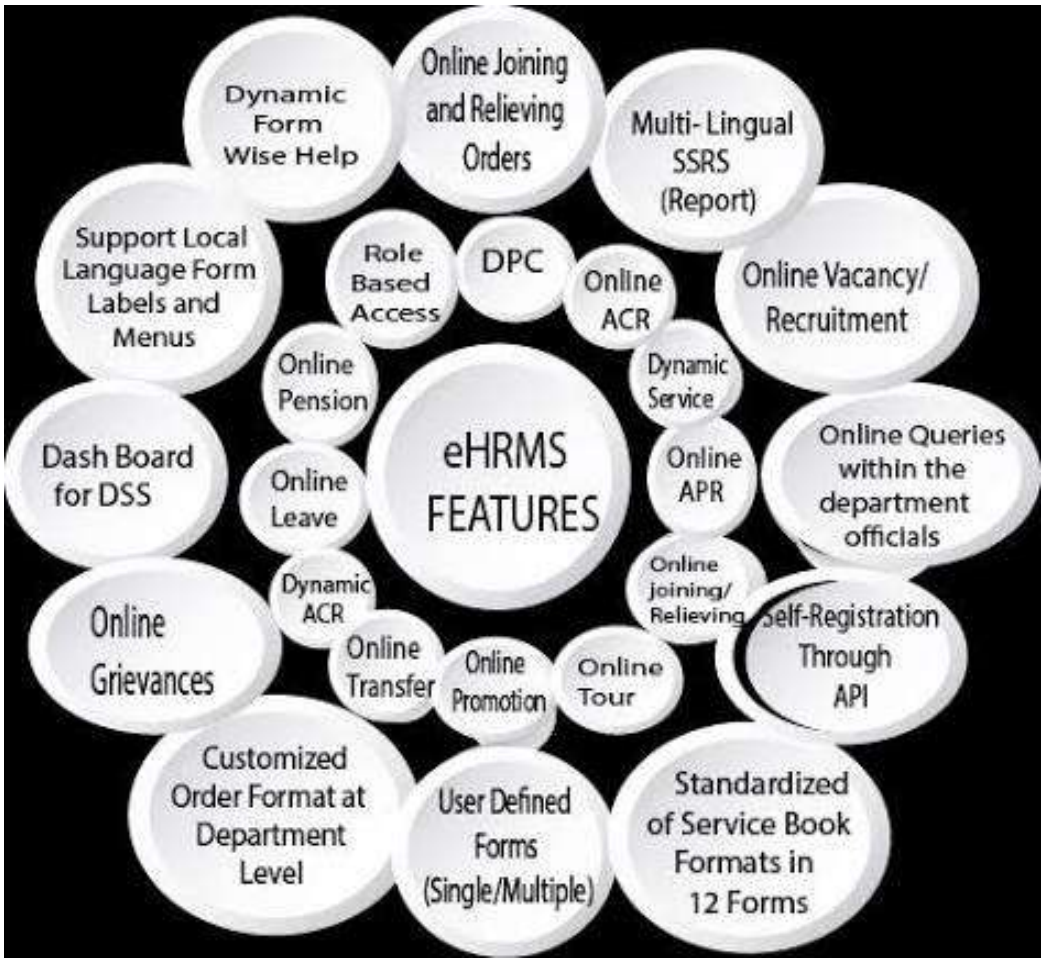


Photo courtesy: https://www.ehrms.arunachal.gov.in

INTERACTIONS DURING THE PROGRAMME

The sessions were followed by enriching interactions where enthusiastic participants clarified their doubts and explored solutions for unique cases as well as some common issues.

INTERACTIVE SESSIONS

INTERACTIVE SESSIONS

FELICITATION AND CONCLUDING SESSION

Concluding Address by Shri Anupam Misra, CMD, HCL along with Shri GVL Satya Kumar, MD, CRIS (extreme right) and Shri Ullas Kumar, CRIS (extreme left) at the closing session for the seminar.

VOTE OF THANKS AND RENDITION OF NATIONAL SONG AND NATIONAL ANTHEM

Vote of Thanks by Shri Sanjay Kumar Sengar, Dy. CVO, HCL

REMINISCENCES OF THE TWO DAYS WITH GUESTS & DIGNITARIES

Guest CVOs and dignitaries along with Keynote Speakers, Shri Anupam Misra, CMD/HCL, Shri RVN Vishweshwar, D(F), HCL, Shri Ghanshyam Das Gupta, D(M),HCL & Shri Harsimran Singh, CVO/HCL

Day-1 session

Day-2 session

2nd SEPTEMBER
WORLD
COCONUT
DAY
Nature's Gift for a Better Life
NATURALLY HYDRATING
RICH IN NUTRIENTS
BOOSTS IMMUNITY
GOOD FOR YOU & PLANET
Drink Green
Live Clean
SIP NATURE, STAY HEALTHY

"Progress in every country depends mainly on the education of its people. Without education, we are a nation of children. The difference between one man and another, apart from birth and social position, consists in the extent of knowledge, general and practical, acquired by him. We may safely assume that men in all countries within certain limits start with the same degree of intelligence.

A civilised nation is distinguished from an uncivilised one by the extent of its acquired intelligence and skill."

—Sir Mokshagundam Visvesvaraya

Epigraph for the chapter by R.K. Murfi, 'Visvesvaraya', collected in Remembering Our Leaders: Volume 2 (1989), 46. Partly quoted in V.S. Narayana Rao, Mokshagundam Visvesvaraya: His Life and Work (1973), 33.

Born on September 15, 1861 in Muddenahalli, Mysore, **Sir Mokshagundam Visvesvaraya** became India's most celebrated engineer, who embodied the idea that infrastructure and technology could drive economic transformation. Visvesvaraya's career demonstrated how engineering could serve broader development goals. Irrigation increased agricultural productivity. Dams provided water security. Industries created employment. Institutions built human capital.

He received the Bharat Ratna in 1955, India's highest civilian award. 15 September is observed as **Engineers' Day in India**, commemorating his birth anniversary. His ideas influenced India's developmental thinking: infrastructure as foundation, technical education as priority, state intervention as necessary for industrialisation.

This Compendium has been prepared by the Vigilance Department of Hindustan Copper Limited.