

## **Corrigendum-I**

**Sub:** Supply, Installation, Testing and Commissioning of 02 Nos. Pitless In-Motion Railway Electronic Weigh Bridge of 140 MT capacity including construction of weigh bridge house/console room at CFS-Gandhidham and MMLP-Mihan Terinals of CONCOR on Trunket Basis including AMC.

**Tender No.** CON/A-II/T/EIMB/CGDM PCPK/2023

<b>As per Tender document</b>	<b>To be read as</b>
17.0 RESOLUTION OF DISPUTES of Section-III of Tender documents.	17.0 RESOLUTION OF DISPUTES of Section-III of Tender document.
17.1 The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract.	17.1. The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract.
17.2 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided for by these Conditions or Instructions to Tenderers') the same shall be referred to the sole arbitration of a CONCOR Officer appointed to be the Arbitrator, by the Chairman and Managing Director, CONCOR, New Delhi, India. The CONCOR Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties has expressed view on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. The place of Arbitration shall be New Delhi, India.	17.2. In the event of any question, dispute or difference arising under these conditions or instructions of Tenders or in connection with the contract (except as to any matters, the decision of which is specifically provided for by these conditions or instructions to Tenders) the same shall be referred to Delhi International Arbitration Center. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Center (Arbitration proceedings) Rules and to have the centre as Appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceeding shall be English. Rest of terms is subject to agreement between the parties.
In case of international commercial arbitration rules governing to this effect shall be in accordance with Delhi International	17.3. The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award.
	17.4. Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules

<p>Arbitration Centre as detailed below.</p> <p>The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority and/provide administrative services that may be used and the parties agreed to submit their dispute for being resolved in accordance with the rules of Delhi Arbitration Centre. The place of arbitration shall be the Delhi Arbitration Centre and fee structure as mentioned by the Delhi International Arbitration Centre for international arbitration shall apply and binding on both the parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. That the parties are hereby agreed that the language used in arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.</p> <p>17.3 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or their award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.</p> <p>17.4 It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.</p> <p>17.5 The Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the</p>	<p>there under for the time being in force shall deemed to apply for the arbitration proceedings under this clause.</p> <p>17.5. No payment of interest shall be made for disputed amounts/claims till the final determination of disputes/claims and payment thereof pursuant to the resolution.</p> <p>17.6. Obligation during pendency of arbitration- Work under the contract shall, unless otherwise directed by the officer-in-charge, continue during the arbitration proceedings and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue arbitration proceedings.</p>
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award.

17.6 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

17.7 Subject as aforesaid, the Arbitration Act 1996 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

17.8 The venue of arbitration shall be the place from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.

17.9 In this clause the authority to appoint the Arbitrator includes, if there be no such authority the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

17.10 No payment of interest shall be made for the disputed amounts/claims till the final determination of dispute/claims and payment thereof pursuant to the resolution.

17.11 Obligation during tendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer in charge, continue during the arbitration proceedings, and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.