Policy letter No.RB/CE.I/12/2004

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

NO.96/CE.I/CT/29 (Vol.I) **New Delhi, dated 05-01-2005**

CORRECTION SLIP NO. 4 TO GENERAL CONDITIONS OF CONTRACT(G.C.C.)

Addressed to:

As per list attached.

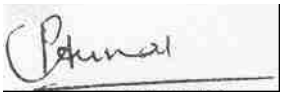
Sub:- General Conditions of Contract – Amendments to Arbitration Clause No. 63 and 64 of G.C.C.

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Ministry of Railways (Railway Board) have decided that Clause 63 and 64 of the General Conditions of Contract may be modified as shown in the enclosed Correction Slip No.4.

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Receipt of this letter may please be acknowledged.



(PARMOD KUMAR)
Exec. Director,
Civil Engineering(G),
Railway Board.

ADVANCE CORRECTION SLIP NO.4

TO

GENERAL CONDITION OF CONTRACT

(i) Add 'Indian Railway Arbitration Rules' in the end of the title 'Settlement of Disputes' of clause 63 & 64 and **after addition, the complete title shall be as under:-**

"Settlement of Disputes- **Indian Railway Arbitration Rules'**

(ii) Add new clause 64(1)(ii)(d) as under:-

"Place of arbitration:- The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties."

(iii**)** In para 64(3)(a)(ii) replace the word 'upto' with 'atleast' and **after modification the whole sentence would read as below**. There is no other change in this clause.

"----------Contractor will be asked to suggest to General Manager **atleast** 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. ----------."

(iv)64(3)(a)(iv):- Add at the end of the clause " The Arbitral Tribunal should record the day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. **After modification the complete clause shall read as follows:-**

"The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise, as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay**. The Arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements."**

(v) 64(3)(b)(i):- Add " The analysis and reasons shall be detailed enough so that the award could be inferred there from." at the end of the clause and **after addition the complete clause would read as under:-**

"The arbitral award shall state item wise, the sum and reasons upon which it is based**. The analysis and reasons shall be detailed enough so that the award could be inferred there from."**

(vi) 64(3)b(ii):- Replace numeral 30 with 60. **After modification, the complete clause would read as follows:-**

"A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occuring in the award of tribunal within **60** days of the receipt of the award."

(vii) 64(3)b(iii):-Replace numeral 30 with 60**. After modification the complete clause would read as follows:-**

"A party may apply to tribunal within **60** days of the receipt of **a**ward to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award."

(viii) 64.6:- Replace word 'Railway Administration' with 'Railway Board' mentioned in 2nd line of clause and add at the end of the clause 'and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter and **after modification and addition the complete clause would be read as under**:-

"The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the rates fixed by the **Railway Board** from time to time **and**

the fee shall be born equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter."

Note: Additions/Alterations have been shown in bold letters in the modified clause(s)

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