

Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		4.1.3 Either party may change its postal or e-mail address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.	
	4.2	Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.	
5.	Governing Laws		
	5.1	The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.	
6.	Settlement of Disputes		
	6.1	<p>Mutual Consultation</p> <p>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</p> <p>On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.</p> <p>Without admitting the Employer's liability, the Employer may obtain, within 30 days of such reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not be construed as or imply acceptance of the claim or liability or accuracy or completeness of the details set forth in such request or reference. The Employer may hold discussions with Contractor with an effort to resolve the dispute.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of receipt of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except</p>	

SECTION-IV (GCC)	Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam ; BIDDING DOCUMENT NO.: CS-3100-702-9	PAGE 9 OF 104
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