

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			<p>If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</p> <p>The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.</p> <p>In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to Arbitration proceedings or the laid down legal process of Courts.</p> <p><b>6.4.1. Resolution of Dispute through Expert Settlement Council (ESC), constituted by EMPLOYER {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest}</b></p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2 and 6.3 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25 crore (excl. interest).</p> <p><b>6.4.1.1. Invitation for Conciliation through ESC:</b></p> <p>6.4.1.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 and 6.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</p> <p>6.4.1.1.2. Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC.</p> <p>There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.</p>

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			<p>6.4.1.1.3. If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p> <p><b>6.4.1.2. Conciliation through ESC:</b></p> <p>6.4.1.2.1. Where Invitation for Conciliation has been furnished under GCC sub clause 6.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/Chairman of Employer.</p> <p>6.4.1.2.2. ESC will be formed from experts comprising three members from the panel of Conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.</p> <p>CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.</p> <p>6.4.1.2.3. The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.</p> <p><b>6.4.1.3. Proceedings before ESC:</b></p> <p>6.4.1.3.1. The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.</p> <p>Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.</p> <p>6.4.1.3.2. The parties shall file their claim and counterclaim in the following format</p> <p>a. Chronology of the dispute</p>

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			<p>b. Brief of the contract c. Brief history of the dispute d. Issues</p> <table border="1"> <tr> <th>Sl. No.</th><th>Description of Claims/ Counter</th><th>Amount (in foreign currency/INR)</th><th>Relevant Contract Clause</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> <p>e. Details of Claim(s)/Counter Claim(s) f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)</p> <p>Note: Statement of claims shall be restricted to maximum limit of 20 pages.</p> <p>6.4.1.3.3. In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</p> <p>If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.</p> <p>6.4.1.3.4. The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.</p> <p>6.4.1.3.5. ESC will conclude its proceedings in maximum 5 meetings and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.</p>	Sl. No.	Description of Claims/ Counter	Amount (in foreign currency/INR)	Relevant Contract Clause												
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			<p>6.4.1.3.6. Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.</p> <p>6.4.1.4. <b>Fees &amp; Facilities to the Members of the ESC</b></p> <p>The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:</p> <table><tr><th>Sl. No.</th><th>Fees/ Facility</th><th>Entitlement</th></tr><tr><td>1</td><td>Fees</td><td>Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *</td></tr><tr><td>2</td><td>Secretarial expenses</td><td>Rs. 10,000 lump sum (to 1 member only).</td></tr><tr><td>3</td><td>Transportation in the city of the meeting</td><td>Car as per entitlement or Rs. 2,000 per day</td></tr><tr><td>4</td><td>Venue for meeting</td><td>Employer's conference rooms</td></tr><tr><td colspan="3">Facilities to be provided to the out-stationed member</td></tr><tr><td>5</td><td>Travel from the city of residence to the city of meeting</td><td>As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures,</td></tr><tr><td>6</td><td>Transport to and fro airport/ railway station in the city of residence</td><td>Car as per entitlement or Rs. 3,000</td></tr><tr><td>7</td><td>Stay for out stationed members</td><td>As per entitlement of Independent Directors.</td></tr></table>	Sl. No.	Fees/ Facility	Entitlement	1	Fees	Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).	3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	4	Venue for meeting	Employer's conference rooms	Facilities to be provided to the out-stationed member			5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures,	6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000	7	Stay for out stationed members	As per entitlement of Independent Directors.
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			8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
			<p>* Due to unavoidable circumstances, if there is requirement of more than 5 meeting to conclude the Conciliation proceedings, the same may be done at the discretion of ESC within the capping of fee of Rs 2.5 Lakhs per conciliator. However, logistic arrangements, including travel, etc. may be provided as per the extant Policy for such additional sittings.</p> <p>Aforesaid fees is subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.</p> <p>6.4.1.5. If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.</p> <p>Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.</p> <p>6.4.1.6. Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and</p>		