



ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ

(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking under Works Department)

No.: 1643

Date: 24.02.2023

File No.: PCF-1056

OFFICE ORDER

The following Independent Experts are selected to be members of Conciliation Committee of Independent Experts "CCIE" for the purpose of resolving disputes in respect of projects being executed by O.B & C.C Ltd.

- | | |
|--|-------------|
| 1. Er. Aditya Kumar Ray, EIC (Civil) Retd. | - Chairman. |
| 2. Shri Umesh Chandra Mohanty, Advocate, Odisha High Court | - Member. |
| 3. Shri Surya Narayan Das, Sr.DAO (Retd.) | - Member |

Broad terms and conditions and terms of reference of Conciliation Committee of Independent Experts "CCIE" is enclosed as Annexure-1.

Procedure / Methodology through Conciliation Committee of Independent Experts "CCIE" is enclosed as Annexure-2.

The Contracts wherein, there is no reference to "CCIE", if wished to avail the facilities, the Agency may submit a request to draw up a Supplementary Agreement to avail this facility.



24/2/23
EIC-cum-Managing Director.


C.C to

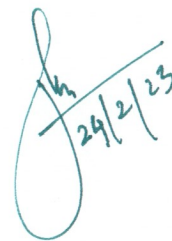
1. The Principal Secretary, Works Dept., Govt. of Odisha, for favour of Kind Information.
2. The Engineer-in Chief (Civil), Odisha, Bhubaneswar.
3. The Chief Engineer (DPI & Roads) / Buildings, Odisha, Bhubaneswar.
4. Sr. CGM-II / CGM-I / CGM-III / CGM(P&A) / CFO / GM (Monitoring) / All GM (Project) / All Sr. Manager / Manager (Finance) for information & website "mdobcc.in" for wide circulation.

Broad Terms and Conditions and Terms of Reference of Conciliation Committees of Independent Experts "CCIE"

1. The CCIE established in O.B & C.C Ltd. is for the purposes of resolving disputes in respect of projects under O.B & C.C Ltd. only. The Panel of Independent Experts forming CCIEs shall be valid for the period co-terminus with its validity for settlement of disputes in O.B & C.C Ltd.
2. The Conciliation process will be conducted under Part III of the Arbitration and Conciliation (Amendment) Act, 2015.
3. Chairman of the CCIE shall be paid a fee of Rs. 40,000/- a sitting + Rs. 5000/- for Local Transport charges for each day of proceedings. Other members of CCIE shall be paid a fee of Rs. 30,000/- a sitting + Rs. 5000/- for Local Transport charges for each day of proceedings. Applicable taxes, if any, shall also be reimbursed as per actuals.
4. The CCIE shall hold its day-to-day sittings at Vikash Bhavan, Nayapalli, Bhubaneswar - 751012, or any other place as per suitability and may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal. It is expected that the conciliation-cum-settlement proceedings shall be completed in each case within 5 sittings in a period of not more than six months from the day the reference is made to the CCIE. In case, any particular dispute requires more than 5 sittings, the same may be held at the discretion of the Committee with a cap on payment of fee for 5 sittings.
5. The CCIE may give its recommendations on amicable settlement separately for each contract.
6. The CCIE shall develop its own procedures/ processes for dealing with matters referred to it. However, for the understanding of the parties, it may be noted that the procedure of CCIE may not be treated as alternate arbitration proceedings, where both parties come with Statement of Claims/ Defence, arguments/ counter arguments, rejoinders, written submissions, etc., aided by their respective lawyers. The forum of CCIE is a settlement forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the Committee with regard to their respective stands and view the exercise in the spirit of conciliation/ settlement.
7. Based on the experience gained in the course of Conciliation Proceedings, the Conciliation Committee may suggest/ recommend advisories to the O.B & C.C Ltd. from time to time for improvement in its Contract Management Systems.


23.02.2023


23.02.2023


24/2/23

Procedure/ Methodology for conciliation through Conciliation Committee of Independent Experts "CCIE"

1. The procedure for conciliation shall be as per prescribed in Sections 61 to 81 of the Arbitration and Conciliation (Amendment) Act, 2015 (hereinafter referred to as 'the Act') with the following further clarifications:

1.1 Application and Scope (in furtherance to the provisions contained in Section 61 of the Act): Application and Scope of Conciliation shall be before, during or after the arbitral process. The O.B & C.C Ltd. on one hand, and the Contractor Agency on the other, shall be deemed to have consented to opt for conciliation under the Act ibid by giving their consent for conciliation as per these policy guidelines. The consent of the parties shall also be deemed to be their consent for the procedure prescribed herein.

1.2 Commencement of Conciliation Proceedings in terms of Section 62 of the Act: Conciliation Proceedings shall commence when the parties submit the following to the Conciliation Committee:

(i) A letter, jointly signed, consenting to conciliation.

(ii) Brief statements of the issues / dispute(s) to be taken up for conciliation.

(iii) Inform, in writing, the Conciliators and the other party of the name, address and contact details of the person(s) who will represent them. The person(s) representing the O.B & C.C Ltd. shall be duly authorized by the Managing Director. The person representing the Contractor Agency shall be a Senior Executive and a regular employee of the company, supported by a Board Resolution and a Power of Attorney, duly authorized to enter into a Conciliation Agreement. The parties will not be permitted to bring professional lawyers for conciliation.

1.3 Number of Conciliators and Appointment of Conciliators (in terms of Sections 63 & 64 of the Act): The consent of parties to proceed with conciliation and settlement of dispute(s) through the constituted CCIE shall be deemed to fulfil the conditions prescribed under Section 63 and Section 64 of the Act.

2. Administrative Assistance (in furtherance of Section-68 of the Act): The Conciliation Committee shall be assisted by such expert technical and secretarial assistance as it may require for efficient discharge of its functions. The O.B & C.C Ltd. may provide arrangements for the same to the satisfaction of the Committees.


3. Costs of Conciliation and Deposits:

3.1 In terms of Sections 73 and 79 of the Act, the O.B & C.C Ltd. may, in the first instance, incur all expenditure on the conciliation proceedings including payment of fees to the conciliators, provision of office space, expenditure on dedicated expert and secretarial assistance and other incidental expenses. The other party (Concessionaire/ Contractor/ Consulting Agency) shall also deposit an advance amount in the form of a Demand Draft for Rs. 5.0 Lakh, drawn in favour of O.B & C.C Ltd., to commence the conciliation proceedings.

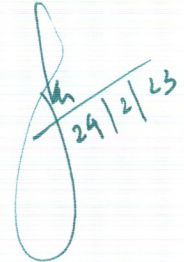
3.2 The O.B & C.C Ltd. may maintain the accounts of expenditure incurred on the conciliation proceedings on behalf of the Conciliation Committee. Upon termination of conciliation proceedings, the O.B & C.C Ltd. may render an account of the cost of conciliation,

which shall finally be decided/ apportioned between/ among the parties as per the directions of the Conciliation Committee.

4. Residuary matters: The panel of Conciliators may decide on the procedures to be followed in respect of any residuary matters, including the review of this SoP from time to time, based on the experience gained in the process


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