



BPCL MEDIATION SCHEME, 2025

An effective dispute resolution process has a significant impact on the ease of doing business. Towards the said objective, the Government of India has been at the forefront in promoting Alternate Dispute Resolution (ADR) mechanisms for resolution of disputes between parties. The latest initiative of the Government of India towards promoting ADR is the enactment of Mediation Act, 2023.

The Mediation Act, 2023 defines “mediation” to include pre-litigation mediation, online mediation, conciliation or an expression of similar import, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of an outside expert referred to as mediator. Mediation is a legally permitted informal but structured means of settling commercial disputes outside of the courtroom. It is time and cost efficient method of dispute resolution, which is a win-win situation for both parties involved.

With the impetus provided by enactment of Mediation Act, 2023 and considering the advantages of mediation in amicable resolution of disputes, BPCL has come up with this Mediation Scheme, 2025 to put in place a procedure to be adopted for resolution of disputes involving BPCL through mediation.

BPCL Mediation Scheme, 2025 shall come into effect on 30.05.2025. It is pertinent to mention here that only a few provisions of the Mediation Act, 2023 have been notified till date. Notwithstanding anything to the contrary stated in this Scheme, until the provisions of the Mediation Act, 2023 which are required for successful implementation of this Scheme are notified by the Government of India, the mediation proceedings as envisaged under the BPCL Mediation Scheme, 2025 shall be treated and considered as conciliation proceedings under the Arbitration and Conciliation Act, 1996.

I. Scope and applicability:

1. This scheme shall apply to any dispute(s) arising out of or in relation to a contractual relationship involving BPCL, where it has been agreed in writing that the parties shall attempt amicable resolution of dispute(s) through mediation in accordance with BPCL Mediation Scheme, 2025. However, absence of a mediation agreement shall not render the mediation proceedings conducted under this scheme void, provided the parties mutually agree (in writing) to refer the dispute to mediation in terms of this scheme.
2. This scheme shall not apply to the disputes involving the following:
 - a) Any dispute not involving monetary claims;
 - b) Disputed amount is not more than Rs. 10 lakhs;
 - c) BPCL's decision to terminate a contract and consequential recovery from the terminated party;
 - d) BPCL's decision to Holiday list/blacklist and related recovery of damages/penalty;
 - e) MS/HSD/SKO Dealership Agreement, LPG Distributorship Agreement, Lubes Distributorship Agreement, Bank Guarantee, Letter of Credit, Real Estate Agreement and Transportation Agreements ;
 - f) Policy related matters;
 - g) Specific Performance of contract;
 - h) Pre-award tender cases; and
 - i) Breach of Integrity Pact.

The decision of BPCL shall be final with respect to whether or not a dispute referred to mediation falls under any of the above categories.

II. Commencement of mediation proceedings

1. Before resorting to mediation, parties must explore the option of amicable resolution of dispute(s) as per the provisions of the contract, if any. If the dispute(s) remains unresolved, then the parties may prefer settlement of dispute(s) through mediation under the provisions of this Scheme.
2. When the contractor or vendor (hereinafter referred to as "Other Party") wishes to refer a dispute to mediation under this scheme, then he shall submit Notice for Mediation alongwith the Statement of Claim in the Online Mediation Portal (www.bpcl.co.in). The Notice for Mediation and the Statement of Claim must be in the format as provided in Annexure A.
3. Based on the documents uploaded in the Online Mediation Portal, BPCL will examine the claims of Claimant. If BPCL is of the opinion that the dispute in question is not a dispute that can be

referred to mediation under this scheme, then a reply to that effect shall be issued by BPCL within a period of 30 days from receipt of such notice. If in the opinion of BPCL, it is a fit case for settlement through mediation, then within a period of 30 days from the receipt of such notice, BPCL may give its consent in writing for the dispute to be referred to mediation.

4. Whenever a dispute is referred to mediation by BPCL, a copy of the mediation notice alongwith the Statement of Claim (as per the format provided in Annexure A) will be issued by BPCL to the Other Party. The Other Party may send its consent, in writing, to BPCL within a period of 30 days from the date of receipt of Notice for Mediation.
5. The parties shall not, during the pendency of mediation proceedings, initiate any judicial or similar proceedings in respect of the dispute(s) which is the subject matter of mediation. If any such judicial or similar proceedings have been initiated prior to the commencement of mediation proceedings, the parties shall inform the court/forum/tribunal about the referral of the dispute(s) to mediation under this scheme and ensure that such judicial or similar proceedings are kept in abeyance.
6. Until the Online Mediation Portal is in place, the process as envisaged above shall be carried out in offline mode. The Other Party wishing to refer the dispute(s) to mediation under the BPCL Mediation Scheme, 2025 may send the Notice for Mediation and the Statement of Claim as per format provided in Annexure A to Legal HQ, 3rd Floor, Bharat Bhavan I, Ballard Estate, Fort, Mumbai- 400001.

III. Constitution of Mediation Tribunal:

1. For the purpose of this scheme, BPCL shall prepare and maintain a Panel of Mediators. The Panel of Mediators shall include mediators from Technical, Commercial and Legal streams, who shall be available for appointment in the Mediation Tribunal for settlement of dispute(s) under this scheme.
2. Mediation Tribunal shall comprise of 3 members. Depending on the nature of the claims and counter claims, if any, BPCL shall appoint the members of the Mediation Tribunal from the Panel of Mediators. To the extent possible, it is to be ensured that the 3 mediators are from different streams.

However, for disputes involving claim amount up to Rs. 10 crores, the dispute shall be referred to a Sole Mediator as appointed by BPCL from the Panel of Mediators.¹

¹ For the sake of brevity, the expression “Mediation Tribunal” as used in this document shall mean “Sole Mediator” when the claim amount involved is less than Rs. 10 crores

3. The Mediation Tribunal is to be constituted within a period of 20 days from the date of consent given by the Respondent.
4. BPCL is empowered to reconstitute the Mediation Tribunal to fill any vacancy or if any member of the Mediation Tribunal is not available to attend the mediation meetings.

IV. Procedure for mediation:

1. Upon constitution of the Mediation Tribunal, BPCL shall issue appointment letter to the members of the Mediation Tribunal within 7 days with a copy to the Other Party. Along with the letter of appointment, a copy of the Notice for mediation and the Statement of Claim are also to be shared with the members of the Mediation Tribunal by BPCL.
2. After receipt of appointment letter, members of the Mediation Tribunal shall give a declaration of independence and impartiality (as per the format provided in Annexure B) to both parties within 7 days.
3. On receipt of declaration of independence and impartiality from the members of the Mediation Tribunal, the Respondent shall submit its reply and counter claim, if any, to the Mediation Tribunal with a copy to the Claimant within 30 days from the date of appointment of the members of Mediation Tribunal.
4. The Mediation Tribunal shall commence its meetings within a period of 10 days from the receipt of reply. The maximum number of meetings and the fee payable to mediators will be in accordance with Annexure C of this Scheme.

V. Mediation proceedings:

1. The language to be used in the mediation proceedings shall be English.
2. No frivolous or baseless claims/counterclaims of parties shall be entertained by the Mediation Tribunal. Mediation Tribunal, in its discretion, may impose cost on parties for raising frivolous claims.
3. In case of Mediation Tribunal comprising 3 members, 2 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.
4. The parties shall be represented by their employees or representatives only. No party shall be allowed to bring any advocate or outside consultant/subcontractor/advisor/agent to present the case on their behalf. Similarly, ex-employees of either party who might have handled the

disputed matter in any capacity shall not be allowed to present the case of the other party before the Mediation Tribunal.

5. Parties to rely only upon documentary evidence in support of their claims and not to seek for any oral evidence in the mediation proceedings.
6. Mediation Tribunal will give full opportunity of hearing to the parties before giving its Settlement Proposal.
7. If at any time during the proceedings under this Scheme, it appears to the Mediation Tribunal that no settlement is likely to be reached between the parties or if either of the parties write to the Mediation Tribunal seeking for termination of mediation proceedings, then the Mediation Tribunal may give a duly signed non-settlement report to the parties. However, even in cases of such non-settlement, the fee payable to the members of the Mediation Tribunal is to be paid in terms of Annexure C.
8. Unless otherwise agreed in the tender/contract, the venue of the mediation proceedings shall be at BPCL office/installation/plant/depot/refinery, etc. At locations where BPCL does not have any of its offices, the Mediation Tribunal after consulting the parties may decide to hold the proceedings at any other place/venue, as agreed by the parties. The cost, including administrative expense, of such venue will be borne by the parties equally. The details of expenses to be shared by parties will be included in the Settlement Proposal report (ref. Annexure E).
9. If mutually agreed between the parties, the mediation meetings under this Scheme can also be held online.

VI. Mediated settlement

1. The Mediation Tribunal after hearing both the parties shall formulate a Settlement Proposal (in the prescribed format as provided in Annexure D) within 60 days from the date of first meeting. Efforts must be made for unanimous recommendations in the Settlement Proposal by all the members of the Mediation Tribunal. In exceptional circumstances such as death/serious illness of Mediation Tribunal member or if any member of the Mediation Tribunal has recused himself from the case during the mediation proceedings, then with the consent of both the parties, two members of the Mediation Tribunal shall formulate and provide the Settlement Proposal.
2. The Settlement Proposal must be in writing and with proper justification and reasons for arriving at such a proposal. Such Settlement Proposal shall be guided by principles of equity, good conscience, objectivity, fairness and justice. The Settlement Proposal must clearly specify the total amount, if any, payable by a party as part of the settlement terms. Before the Mediation

Tribunal gives its signed Proposal, Mediation Tribunal shall ensure that the calculations/figures of the recommended amount may be checked by the representatives of the parties, so that any error in the final recommended amount can be avoided.

3. If any claim/counter-claim pertains to tax, duties, GST, etc., then applicability of rate shall be first discussed or same may be referred to Taxation department of BPCL for confirming the rate of tax/final amount payable as per the Settlement Proposal.
4. The other party to the mediation proceedings must inform BPCL in writing within 7 days regarding acceptance/rejection of the Settlement Proposal. If no such acceptance is received within 7 days, then it shall be deemed that the Settlement Proposal is rejected by the other party.
5. If the other party accepts the Proposal, then BPCL shall place the Settlement Proposal before its Competent Authority for approval. BPCL shall convey its decision on acceptance/rejection of the Settlement Proposal within 30 days from the receipt of acceptance of the Proposal by the other party.
6. Alternatively, BPCL may also propose a revised Settlement Proposal to the other party. If such revised Settlement Proposal is agreeable to the other party, then acceptance to that effect will have to be issued by the other party within 7 days. BPCL shall take necessary approval from the Competent Authority within 7 days from the date of receipt of acceptance from the other party.
7. Once the Settlement Proposal is approved by the Competent Authority, a Settlement Agreement (as per the format provided in Annexure F) will be signed by and between the parties and the same shall be authenticated by the Mediation Tribunal within 7 days from communication of acceptance of Settlement Proposal by BPCL.
8. Payment in terms of the Settlement Agreement will have to be completed within a period of 15 days from the date of signing of the settlement agreement.

VII. Miscellaneous:

1. This scheme is formulated in accordance with section 48 of the Mediation Act, 2023. This scheme shall be interpreted and read harmoniously with the provisions of the Mediation Act, 2023 as may be amended from time to time. The provisions of the Mediation Act, 2023 would prevail over the provisions of this Scheme to the extent of inconsistency, if any.
2. For the purpose of abundant caution, it is hereby clarified that all matters pertaining to mediation proceedings conducted under this scheme are to be kept confidential and shall be considered as privileged information, in terms of section 22 and 23 of the Mediation Act, 2023 or even otherwise. Confidentiality extends also to the Settlement Agreement, except where its

disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by BPCL to Government of India, if required.

3. Parties are not entitled to and shall not claim any interest on the disputed amount from the date of cause of action till execution of settlement agreement, if so arrived at. 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 mediation till the date of termination of mediation proceedings and 30 days thereafter in any further proceeding.
4. Solicitation or any attempt to bring influence of any kind on either Mediation tribunal members or BPCL is completely prohibited in mediation proceedings and BPCL reserves the absolute right to close the mediation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Other Party or its representatives.
5. The parties and the Mediation Tribunal shall ensure that the timelines provided under this scheme (Annexure G) are followed. However, it shall not render any action taken beyond the timeline to be invalid, provided the parties continued to act in terms of this Scheme in good faith.

Format of Notice for Mediation

To

[Party]

Address

Subject: Notice for initiating mediation proceedings under the BPCL Mediation Scheme, 2025.

Dispute(s) have arisen in relation to Agreement/Tender reference no. _____ for the job of _____. As you are aware, as per clause ____ of the Tender/Agreement dated ____, any dispute arising out of or in connection with this Tender/Agreement, including any question regarding its existence, validity or termination, the parties are to seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025.

In light of the above, you are hereby invited to provide your consent in writing to refer the dispute for mediation in terms of the BPCL Mediation Scheme, 2025.

Copy of the Statement of Claim in the prescribed format is enclosed along with this Notice.

Yours sincerely,

Format for Statement of claim(s)/counter claim(s)

1. Reference of the Agreement/Tender document

2. Synopsis in the below format

S. no.	Date	Event

3. Brief of the dispute

4. Details of Claim(s)/Counter Claim(s) as under:

S. no.	Description of claim(s) / Counter Claim(s)	Amount (in INR)

5. Basis/Ground/Justification for claim(s)/counter claim(s)

6. List of all relevant documents in support of the claim(s)/counter claim(s)

7. Details of the Claimant including name, address and contact details.

Note: Statement of Claim/Counter claim should be limited to 20 pages only.

Format for declaration of independence and impartiality by a member of Mediation Tribunal

To,

1. Claimant

(Full address)

2. Respondent

(Full address)

Subject: Declaration of Independence and Impartiality in the dispute between _____ and _____ in relation to Agreement/Tender document ref. no. _____

I, the undersigned, hereby accept to act as member of the Mediation Tribunal for conducting mediation proceedings in terms of the BPCL Mediation Scheme, 2025 for the disputes under reference between the parties abovenamed.

I confirm that I am aware of the requirements of law particularly of the Mediation Act, 2023, to act as a mediator. I can act as mediator and am available to act as member of the Mediation Tribunal.

I hereby declare that I am independent of each of the parties and there are no circumstances or potential circumstances, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to my independence or impartiality as a mediator. I also declare that I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as a member of the Mediation Tribunal. I will disclose any interest or relationship with the parties

or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

I hereby agree that I will follow the timelines mentioned in the terms of the appointment letter and I will remain available for the conduct of mediation meetings in terms of the BPCL Mediation Scheme, 2025.

The fees and other facilities offered to me in terms of the BPCL Mediation Scheme, 2025 are acceptable to me.

(Signature) :

Name :

Address :

Phone :

Email :

Date :

Fees and facility to the members of the Mediation Tribunal**A. Lump sum Fees payable for members (irrespective of number of hearings):****Mechanism of payment of Fees:**

Sl.	Amount in dispute (claim + counter- claim)	Max. no. of meetings	Fees payable to member(s) of Mediation Tribunal	To be arranged / paid by
1.	Upto Rs. 50 Lakhs (including matters of MSME upto above limit)	4	Total Lump sum fees of Rs. 75000 will be payable to Single Member. Online meetings only. At the end of each meeting, Rs. 15,000/- per meeting will be paid by the Other Party Balance amount of fees will be paid after submission of Settlement Proposal. Additionally, secretarial fees of Rs. 5,000/- will be payable for drafting of Settlement Proposal.	Other Party
2.	Above Rs. 50 Lakhs upto Rs. 1 Crore (including matters of MSME upto above limit)	6	Lump sum fees of Rs. 1.5 Lakhs will be payable to Single Member. Online meetings only. At the end of each Meeting, Rs. 20,000/- per meeting will be paid by the Other Party. Balance amount of fees will be paid after submission of Settlement Proposal.	Other Party

			Additionally, secretarial fees of Rs. 5,000/- will be payable for drafting of Settlement Proposal.	
3.	Above Rs. 1 Crores upto Rs. 10 Crores (including matters of MSME upto above limit)	8	Lump sum fees of Rs. 3 Lakhs will be payable to Single Member. At the end of each Meeting, Rs. 30,000/- per meeting will be paid by the Other Party. Balance amount of fees will be paid after submission of Settlement Proposal. Additionally, secretarial fees of Rs. 10,000/- will be payable for drafting of Settlement Proposal.	Other Party

4.	Above 10 Crores	10	Lump sum fees of Rs. 3 Lakh will be payable to each member of the Mediation Tribunal. At the end of each Meeting, Rs. 30,000/- per meeting per member will be paid by the Other Party. Balance amount of fees will be paid after submission of Settlement Proposal. Additionally, secretarial fees of Rs. 30,000/- will be payable for drafting of Settlement Proposal, who writes the Report.	Other Party
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B. Facilities to member(s) of the Mediation Tribunal:

(Note: Facility of Hotel Accommodation & Air-Ticket will be provided to the member(s) of the Mediation Tribunal as per the last position / level held by the member at the time of retirement)

SI	Facility	Entitlement	To be arranged / paid by
1.	Transportation in the city of the meeting	Premium car or Rs. 3,000/- per day	Other Party
2.	Conference Room / Virtual Hearing Link	BPCL office	BPCL

Facilities to be provided to the out-stationed member (level wise) (Not Applicable for disputes upto 1 crore)			
3.	Travel from the city of residence to the city of meeting	Business/Economy class air tickets/first class train tickets/ Luxury car/ reimbursement of actual fare <i>as per level wise</i> . However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt. of India.	Other Party
4.	Transport to and from airport / railway station in the city of residence	Premium car or Rs. 4,000/- per day	Other Party
5.	Stay for out stationed members	5 Star Hotel	BPCL

Note:

- i. All the expenditure incurred in the mediation proceedings shall be shared by the parties in equal proportion.
- ii. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the mediation proceedings. The details shall be attached with Settlement as per Format (Annexure-E) attached herewith.

Template of Settlement Proposal

Dated: _____

To

1. Head of Legal Entity
BPCL
2. Other Party
(Full address)

Subject: Settlement Proposal on the dispute between _____

Dear Sir,

This is in furtherance to the Letter No. _____ dated ____
_____ for the constitution of Mediation Tribunal to resolve the dispute between

_____.

The Committee had ____ **meetings** on different dates and heard the presentation, arguments and counter arguments from both the parties.

The recommendations of the Mediation Tribunal is enclosed for your kind perusal and further necessary action as deemed appropriate.

(_____) - (_____) - (_____) -

Settlement Proposal in the matter of mediation between

ABC

...Claimant

and

XYZ

...Respondent

REF.: CONTRACT NO. _____ DATED _____

IN RELATION TO THE JOB OF _____

A. BRIEF BACKGROUND OF PRESENT DISPUTE:

B. CONSTITUTION OF MEDIATION TRIBUNAL & A SUMMARY OF ITS PROCEEDINGS

C. CHRONOLOGY OF FACTS OF THE DISPUTE

D. RELEVANT CONTRACT PROVISIONS

E. BRIEF SUMMARY OF CLAIMS/ COUNTERCLAIMS

1. Claims of Claimant:

S. No.	Nature of Claim	Amount (in INR)	Relevant Contract Clause
1.			
2.			
	Total		

2. Counter-Claims of Respondent:

S. No.	Nature of Claim	Amount (in INR)	Relevant Contract Clause
3.			
4.			
	Total		

F. MEDIATION TRIBUNAL DELIBERATIONS AND RECOMMENDATIONS ON CLAIMS:

- i. Claim No. 1: _____
- Claim and Arguments/Contentions of Claimant (including supporting evidence)
 - Stand/Reply of Respondent: (including supporting evidence)
 - Mediation Tribunal Findings and recommendations (with reasoning)
- ii. Claim No. 2: _____
- Claim and Arguments/Contentions of Claimant: (including supporting evidence)
 - Stand/Reply of Respondent: (including supporting evidence)
 - Mediation Tribunal Findings and recommendations (with reasoning)

G. BRIEF SUMMARY OF MEDIATION TRIBUNAL RECOMMENDATIONS

Summary of Recommendation of the Mediation Tribunal				
Sl. No.	Description	Amount Claimed in INR	Amount Recommended in INR	Observations of Mediation Tribunal
1.		-	-	
2.		-	-	
3.		-	-	
4.		-	-	
5.		-	-	

6.		-	-	
7.		-	-	
8.		-	-	
	Total	-	-	

Financial Implications (in exact figures): Mediation Tribunal recommends that a sum of Rs. _____ will be payable to _____ by _____ without any interest and cost.

However, the cost incurred for Mediation proceedings are to be shared equally and the final payment to _____ will be subject to adjustment of cost, if any. (Details of cost incurred by parties attached herewith)

H. ACKNOWLEDGEMENT

1. The Mediation Tribunal has adopted a fair and equitable approach in conciliating this matter taken into the consideration in the facts and circumstances of the case.
2. Mediation Tribunal acknowledges the wholehearted participation and cooperation of both the parties in providing information and data as required and in actively taking part in the proceedings.

(_____) (_____) (_____)

Place:

Dated: ____ day of ____ (Month), ____ (Year)

Annexure E

Format for Maintaining Details of Expenses incurred in the Case (To be part of the Settlement Proposal)

Name of the case:

Details of expenses incurred by BPCL

Sl.	Date of meeting	Head towards which expenses incurred	Total amount (Rs.)
1.			
2.			
3.			
4.			

Sd/

(Nodal Officer of BPCL)

Details of expenses incurred by the Other Party:

Sl.	Date of meeting	Head towards which expenses incurred	Total amount (Rs.)
1.			
2.			
3.			
4.			

Sd/

(Nodal Officer of the Other Party)

Mediation Tribunal's Settlement Report must contain following details

<u>Sl.</u>	Expenses incurred in the Matter	
1.	Expenses incurred by BPCL	
2.	Expenses incurred by the Other Party	
3.	<u>Total</u>	
4.	<u>Share of each Party (50%)</u>	
5.	<u>Amount receivable by</u>	

Settlement Agreement

This agreement is entered into thisday of’ 2020 (“**Settlement Agreement**”) between Bharat Petroleum and Corporation Ltd. registered under the Companies Act 1956, having its registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai-400 001 (hereinafter referred to as “**BPCL**” which expression shall, unless, repugnant to the context or meaning thereof, include its legal successor, executors, permitted assignees) of the one part

AND

M/shaving its registered office at.....(hereinafter referred to as the “**CONTRACTOR**” which expression shall unless, repugnant to the context or meaning thereof, include its legal successor, executors, permitted assignees) of the one part.

BPCL & M/s..... are collectively referred as the ‘Parties’ and individually as a ‘Party’

WHEREAS:

BPCL awarded a contract to M/s..... ‘Contractor’ for the job of

Dispute arose between the parties under the aforesaid contract and the parties referred the dispute for settlement through mediation in terms of the BPCL Mediation Scheme, 2025.

C&MD, BPCL constituted the Mediation Tribunal comprising of (i) Shri..... (ii) Shri..... & (iii) Shri..... for resolution of disputes between the parties.

CONTRACTOR/BPCL made a total claim of Rs..... before the Mediation Tribunal. The counterclaim of BPCL/CONTRACTOR was for Rs.....

After having heard both the parties and examining all records/documents produced by the parties, Mediation Tribunal gave its Settlement Proposal on suggesting terms of settlement of disputes and recommended that _____ pay an amount of Rs..... to _____.

Now both the parties have accepted the Settlement Proposal and agreed to settle the disputes in terms thereof.

The CONTRACTOR has incurred an expenditure of INR.....towards fees and conveyance of Mediation Tribunal members and BPCL has incurred expenditures of INR.....towards hospitality during the Mediation Tribunal meetings.

All the expenditure incurred in the mediation proceedings as tabulated below shall be shared by both the parties in equal proportions.

Particulars	Amount (INR)
Total Expenditure incurred by the Other Party	
Total Expenditure incurred by BPCL	
Total Expenditure	
Expenditure share by each party	
Net amount to be paid by ____ to ____ towards mediation proceedings' expenditure	

NOW THIS SETTLEMENT AGREEMENT WITNESSETH AS BELOW:

1. It is agreed between the parties to this agreement that ____ shall pay Rs..... (in words) to ____ towards full and final settlement of all the disputes pertaining to the above mentioned contract. *BPCL shall deduct withholding taxes, if any applicable, before making payment to the CONTRACTOR.* (to be added when the amount is payable by BPCL to the CONTRACTOR)

____ shall also pay Rs.....to ____ towards reimbursement of the expenses incurred in mediation.

Thus, total amount of Rs.....will be payable by ____ to ____ within __ days from the date of execution of this Settlement Agreement by the Parties towards full and final settlement of all its claim and disputes whatsoever in reference to the aforesaid Contracts.

2. That both parties hereby agree that all disputes and differences arisen out of the aforesaid Contracts now stand resolved and fully settled on payment of the sum stipulated in **para 1** above and no dispute of any nature whatsoever shall survive. Accordingly, subject to aforesaid both BPCL and CONTRACTOR agree that they shall neither raise any dispute nor they shall initiate any proceedings, legal or otherwise against each other with reference to the aforesaid Contracts.
3. That this settlement agreement shall continue perpetually and shall be binding upon the parties, their successors and assignees.

4. The settlement agreement constitutes the entire agreement and supersedes all prior understandings and writings between BPCL and CONTRACTOR hereto concerning the disputes and/or subject matter of this agreement.
5. BPCL and CONTRACTOR hereby agree that this settlement agreement shall have same status and effect as that of an Award or Decree and shall be capable of execution as such.
6. BPCL and CONTRACTOR hereby agree and undertake that they shall keep confidential all matters relating to the mediation proceedings. They also agree that the confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
7. The two identical counterparts of the settlement are hereby executed by and between BPCL and CONTRACTOR through their authorised signatories and with understanding that each shall be deemed original for all purposes.
8. In view of the aforesaid, all the obligations between the parties stand discharged fully to the satisfaction of both.
9. The persons signing this agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this document on behalf of the parties for whom they are signing.

IN WITNESS WHEREOF, the parties here to have hereunto set their respective hands in the day and year first above written.

(Signed for and behalf of BPCL)

Name:

Designation:

(Signed for and on behalf of M/s)

Name:

Designation:

Annexure G

TIMELINES TO BE ADHERED BY ALL CONCERNED

(Entire proceedings to be completed within six months in any event)

BEFORE & DURING MEDIATION PROCEEDINGS		
1.	Reply to the Notice for mediation consenting/rejecting the dispute(s) to be referred to mediation	Within 30 days from the date of receipt of Notice for mediation in the online Mediation Portal
2.	Constitution of Mediation Tribunal	Within 20 days from the date of consent given by the Respondent
3.	Issuance of appointment letter to the member(s) of the Mediation Tribunal	Within 7 days from constitution of Mediation Tribunal
4.	Submission of Declaration of Independence and impartiality by members of the Mediation Tribunal	Within 7 days from the receipt of appointment letter
5.	Submission of reply by the Respondent along with counterclaim, if any, to Mediation Tribunal with a copy to the other side	Within 30 days from issuance of appointment letter to the members of Mediation Tribunal
6.	Commencement of Mediation Tribunal meetings	Within 10 days from receipt of reply.
7.	Mediation Tribunal to submit its Settlement Proposal	Within 60 days from the date of first meeting

PROCEDURE AFTER SUBMISSION OF SETTLEMENT PROPOSAL BY MEDIATION TRIBUNAL		
8.	Other party to communicate its response to BPCL regarding acceptance of Settlement Proposal	Within 7 days from the receipt of Settlement Proposal from the Mediation Tribunal
9.	BPCL to convey its decision regarding acceptance/rejection of Settlement Proposal	Within 30 days from receipt of acceptance from the other side.
10.	Signing of Settlement agreement and authentication by the Mediation Tribunal	Within 7 days from communication of acceptance of Settlement Proposal by BPCL
11.	Payment as per mediated Settlement Agreement	Within 15 days from signing of settlement agreement by parties & authentication by the Mediation Tribunal

Note: The parties and the Mediation Tribunal shall ensure that the timelines provided under this scheme are followed. However, it shall not render any action taken beyond the timeline to be invalid, provided the parties continued to act in terms of this Scheme in good faith.
