

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- GCC 1.1(j)** The Purchaser's country is: India
- GCC 1.1(k)** The Purchaser is: Urban Affairs Department Meghalaya
- GCC 1.1 (q)** The Site is: Shillong, Meghalaya, India
- GCC 4.2 (a)** The version of Incoterms shall be: 2010
- GCC 5.1** The language shall be: English
- GCC 6.1** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
- GCC 8.1** For notices, the Purchaser's address shall be:
Attention: The Project Director, SIPMIU.
Street Address: Urban Affairs Complex, Dhankheti
Floor/ Room number:
City: Shillong
PIN Code: 793001
Country: India
Telephone: 0364/25055463
Facsimile number: 0364/25055463
Electronic mail address: pdsipmiu-meg@gov.in & pd.sipmiushillong@gmail.com.
- GCC 9.1** The governing law shall be: Indian Law and Government of Meghalaya
- GCC 10.2** The formal mechanism for the resolution of disputes shall be:
If the Contractor believes that a decision taken by the Purchaser was either outside the authority given to the Project Director/Representative or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Director's/Representative decision. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. The Adjudicator shall be paid at the rate of Rs. 5000 (Rupees five thousand only) per day of visit/meeting together with reimbursable expenses as per actuals and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
In case, the dispute is referred to Arbitration, the following procedure is followed:
1. The Arbitration proceedings shall be in accordance of Arbitration and Conciliation Act 1996. Arbitral Tribunal consisting of 3 Arbitrators one each to be appointed by the Employer and the Contractor and the third

Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator, shall be considered. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the two Arbitrators appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary, Urban Affairs Department, Government of Meghalaya.

2. If one of the parties fails to appoint its arbitrator as in sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Appointing Authority mentioned above shall appoint the Arbitrator. A certified copy of the order of the Appointing Authority of making such an appointment shall be furnished to each of the parties.
3. The language of the arbitration proceedings and that of all documents and communications between parties shall be in English.
4. The decision of the majority of the Arbitrators shall be final and binding upon both parties.
5. The Arbitrators will be paid by day at the rate of Rs. 5000 (Rupees five thousand only) per day of visit/meeting and the travel and other eligible reimbursable expenditure would be paid as per actual
6. The expenditure towards the payment to the Arbitrators shall be shared between the employer and the borrower. However, the expenses incurred by each party in connection with the preparation and presentation etc. to its proceedings shall be borne by each party itself
7. Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.
8. The place of arbitration shall be: Shillong, Meghalaya, India

GCC 11.1

The scope of supply shall be defined in :section VI Schedule of Supply

GCC 12.1

Details of shipping and documents to be furnished by the Supplier shall be:

For Imported Goods:

Upon each shipment, the supplier shall notify the Purchaser and the Insurance Company in writing the full details of the shipment including Contract Number, description of Goods, quantity, the vessel, the bill of lading with number and date, port of loading, date of shipment, port of discharge etc. The Supplier shall mail the following documents to the purchaser, with a copy to the insurance company:

- i) Copies of Supplier's invoice showing Good's description, quantity, unit price, total amount.
- ii) Original and four copies of the negotiable, clean on board bill of lading marked freight prepaid and four copies of non-negotiable bill of lading:

- iii) Four copies of packing list identifying contents of each package;
- iv) Manufacturer's / Suppliers Warranty Certificate;
- v) Inspection certificate, issued by the nominated Engineer / Inspection Agent and the Manufacturer's factory inspection reports;
- vi) Certificate of country of origin
- vii) Certificate of Insurance;
- viii) Any other relevant information, if required or requested by the Purchaser.

The above documents shall be received by the Purchaser at least one week before the arrival of Goods at the port of delivery and, if not received by this period, the Supplier will be responsible for any consequent expenses.

For Domestic Goods:

Upon delivery of goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- (i) four copies of the Supplier's Invoice showing good's description, quantity, unit price, total amount;
- (ii) delivery note, railway receipt or truck receipt;
- (iii) Manufacturer's /Supplier's Warranty Certificate;
- (iv) Inspection Certificate issued by the nominated Engineer / Inspection agency and Manufacturer's / Supplier's factory inspection report;
- (v) Packing list identifying the contents of each packaging case;
- (vi) Certificate of country of origin; and

Insurance Certificate.

The Purchaser shall receive the above document before the arrival of the Goods and if not received, the Supplier will be responsible for any consequent expenses.

GCC 14.2

Add after the last sentence in sub-clause 14.2 of GCC as follows:

"The purchaser will not be responsible for costs that will be incurred by the supplier in obtaining the required permits, approvals, import and other licenses from public or any concerned authority."

GCC 15.2

The price adjustment shall be: **Not Applicable**

GCC 16.1

The terms of payment shall be:

“ For Goods and related Services supplied from outside India:

- (a) Advance Payment: Ten (10) percent of the Contract Price within twenty eight (28) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by the Advance payment security in the form of Bank Guarantee from a Nationalised Bank of India in Indian Rupees and that shall be valid until the goods are delivered and certified by the purchaser. The security will be in the form as specified in Section IX, Contract forms.
- (b) On shipment: The Purchaser shall pay the Supplier Fifty (50) percent of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of supplier in Bank in its country under ADB commitment procedure, upon submission of documents specified in SCC clause 12.1
- (c) On Delivery, Installation and Commissioning: Thirty (30) percent of the Contract shall be paid on receipt of the Goods at the place of delivery specified and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
- (d) On Final Acceptance: The final payment of ten (10) percent of the Contract price would be released only after completion of the trial run and training to the personnel designated to the purchaser.

For Goods and Related Services supplied from within India

- (a) Advance Payment: Ten (10) percent of the Contract Price within twenty eight (28) days of signing the contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment security in the form of a Bank Guarantee from a Nationalised Bank in India and that will be valid until the Goods are delivered i.e. the Contract Period. The security shall be in the form as specified in Section IX, Contract forms.
- (b) On Delivery: Sixty (60) percent of the Contract Price supplied shall be paid on receipt of the Goods at the place of delivery specified and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
- (c) On Installation and Commissioning: Twenty (20) percent of the Contract Price supplied shall be paid on installation of the Goods at the place as directed by the Engineer.
- (d) On Final Acceptance: The balance 10 (ten) percent of the Contract Price would be released to the supplier only after completion of the trial run and training to the personnel designated by the Purchaser.

GCC 16.4

The currencies for payments shall be: Indian Rupees

- GCC 17.3** Add to the clause:
The Government of India has notified certain exemptions of excise duty and customs duty in respect of Goods to be used in the projects financed by external funding agencies like ADB, which are approved by Government of India and implemented by the State Governments. The Supplier shall refer such notifications /circulars /orders of the Government of India issued from time to time and shall quote his rates accordingly.
In view of the above, the Bidder need not make any provision in the Bid Price for excise duty and custom duty to the extent that the Bidder has received confirmation from the Government of India that any such exemption of excise duty and custom duty is available.
Certain concessions are available for the local bodies against sales tax, entry tax etc. The supplier shall request and obtain the necessary certificates to avail these tax concessions and pay these taxes accordingly.
- GCC 18.1** The Supplier shall provide a Performance Security of 10 percent of the Contract Price. The Performance Security shall be denominated in the following currencies: Indian Rupees.
- GCC 18.3** The performance Security shall be provided by the Supplier to the Purchaser not later than a date specified in the letter of acceptance and shall be issued in the form of Bank Guarantee from any nationalized / scheduled bank acceptable to the Employer.
- GCC 18.4** Discharge of Performance Security shall take place: After deliver and acceptance of the goods the performance security shall be 5% of the contract to cover supplier warranty obligation.
- GCC 23.2** The packing, marking and documentation within and outside the packages shall be: North Eastern Capital Cities Development Investment Programme Contract Package No NERCCDIP/TR-02/SHG/ PH2/SWM/ 05A
Attention: Project Director, SIPMIU
- GCC 24.1** The insurance coverage shall be in accordance with: The supplier issue the goods in an amount equal to 110% of price of vehicles/goods.
- GCC 25.1** Obligations for transportation of the Goods shall be in accordance with: ***Incoterms 2010.***
- GCC 26.2** Tests and Inspections specified in Section VI, Schedule of Supply, shall be carried out at the following times or milestones, and places :
(i) Before delivery of consignment within 180 days of issue of work order at manufacturer's factory (to be specified by the bidder in its bid);
- GCC 27.1** The liquidated damage shall be: 0.5 % per week or part thereof, on unfinished value of work.
- GCC 27.1** The maximum amount of liquidated damages shall be: 10% of contract price

- GCC 28.3** The period of validity of the Warranty shall be: Twelve (12) months
- GCC 28.5** The Supplier shall correct any defects covered by the Warranty within **30 days** of being notified by the Purchaser of the occurrence of such defects
- GCC 30.1** The amount of aggregate liability shall be: equal to the total contract Price for the goods and related services of this package.
- Additional** The Contractor shall obtain the local trading licenses as applicable in the state.