SPECIAL CONDITIONS OF CONTRACT (SCC)

NIT No. : NERO/MMD/713/167 Date: 22.05.2015

1. The following Special Conditions of Contract shall be read in conjunction with General Purchase Conditions (GPC). If there are any provisions in these Special Conditions of Contract, which are at variance with the provisions of General Purchase Conditions (GPC), the provisions in these Special Conditions of Contract shall take precedence.

2. Payment Terms: The Clause No.4 of GPC shall be replaced as under:

   Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by RTGS in accordance with the following procedure.

   A) IN CASE OF SUPPLY DIRECTLY BY APPROVED MANUFACTURERS i.e. SAIL, TATA or by a party duly authorized by them to do so (provided the bidder has submitted the authorization letter of the manufacturer while submitting his bid), 100% payment shall be released against proforma invoice of the party mentioning therein the following RTGS details:

      i) Name of the Bank and branch:
      ii) Account number and type of the account:
      iii) Name of the account holder
      iv) IFSC Code:

   B) For others

      90% of the price of the material shall be paid within seven (7) days of receipt of material at site in good condition against an invoice containing the RTGS details as mentioned above.

      Balance 10% of price of material shall be released within thirty (30) days after receipt of material at EPI site.

      OR

      100% of the price of the materials against an irrevocable and unconditional bank guarantee equivalent to the value of the goods the bidder intends to supply.

3. The rates quoted by the bidder shall be inclusive of all taxes, freight, packing & forwarding, excise duties and other charges as applicable on FOR site delivery basis. Unloading will be arranged by EPI at site.

   However, bidder must indicate the bifurcation of the various cost elements of their quoted Price in a separate statement along with the Price Bid i.e. Basic price, taxes & duties, Freight, loading,& transportation cost up to site.

4. Inspection, Checking, Testing: The Clause No.6 of GPC shall be replaced as under:

   The material supplied shall be tested in lots as prescribed in the clients manual / specifications and it must conform to specifications as prescribed by IS 1786 with latest revision for Grade Fe 500.

   In any case, the stores must be strictly in accordance with the purchase order failing which the BUYER / EPI shall have the right to reject goods and hold the supplier liable for non-performance of contract.
5. Manufacturer's Test Certificate: The Clause No.7 of GPC shall be replaced as under:
Manufacturer’s test certificate shall be supplied by the supplier along with the invoice / 
challan. Failure to comply may cause delay in release of payment by EPI.

6. Bidder / supplier must ensure delivery of reinforcement steel / bar in damage free and rust 
free condition failing which the BUYER / EPI shall have the right to reject goods and hold the 
supplier liable for non-performance of contract.

7. Packing, Marking and Painting: The Clause No.8 of GPC shall be replaced as under:
Reinforcement Steel shall be supplied in bundles of full length steel rod in bent and each 
bundle shall have steel of only one particular diameter.

8. Security Deposit: The Clause No.9 of GPC stands deleted.

9. Assembly, after sales service and training: The Clause No.11 of GPC stands deleted.

10. Spare Parts: The Clause No.20 of GPC stands deleted.

11. Drawings: The Clause No.21 of GPC stands deleted.

12. Literature of Equipment: The Clause No.22 of GPC stands deleted.

13. Material shall be delivered at “Construction of Phase-II Project Work (Part-I)” site in Tripura 
University, Suryamaninagar, Agratala, Tripura

14. Conciliation and Arbitration

Before resorting to arbitration as per the clause given below, the parties if they so agree 
may explore the possibility of conciliation as per the provisions of Part-III of the Arbitration 
and Conciliation Act.1996. When such conciliation has failed, the parties shall adopt the 
following procedure for arbitration:

14.1 Except where otherwise provided for in the contract, any disputes and differences
relating to the meaning of the specifications, designs, drawings and materials used in
the work or as to any other question, claim, right, matter or thing whatsoever in any
way arising out of or relating to the contract, designs, drawings, specifications,
estimates, instructions or these conditions or otherwise concerning the works or the
execution or failure to execute the same whether arising during the progress of the
work or after the completion or abandonment thereof shall be referred to the Sole
Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects
(India) Limited (EPI), or any other person discharging the functions of CMD of EPI is
unable to act, to the Sole Arbitration of some other person appointed by the CMD of
EPI or such person discharging the functions of CMD of EPI. There will be no
objection if the arbitrator so appointed is an employee of Engineering Projects (I) Ltd.
However, such an employee shall not have directly dealt with the said contract or the
works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days
of the receipt of letter of invocation of arbitration duly satisfying the requirements of
this clause.

14.2 If the arbitrator so appointed resigns his appointment, is unable or unwilling to act due
to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in
his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

14.3 It is a term of the contract that the party invoking the arbitration shall specify the dispute / differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

14.4 The arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceeding.

14.5 The work under the contract shall continue, if required, during the arbitration proceedings.

14.6 The arbitrator shall make speaking Award and give reasons for his decisions in respect of each dispute/claim along with the sums awarded separately on each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

14.7 The award of the arbitrator shall be final, conclusive and binding on both the parties.

14.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award Accordingly.

Note: Notwithstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below: -

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/ GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises inter se.

2. Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained in OM No. DPE/4(1)/2011-DPE(PMA)-GL dated 12th June 2013 and DPE/4(1)/2011-DPE (PMA dated 24.03.2014) of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

15. Court Jurisdiction: The Clause No.24 of GPC shall be replaced as under:

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Guwahati only.

16. Quantity Variation: The rates quoted by the bidder shall remain firm up to a quantity variation of plus or minus 20% to the quantities mentioned in the Price Bid.