

Section IX. Special Conditions of Contract

Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1 (a)	The Applicable Guidelines are those published in April 2012
1.1 (b)	This Clause SCC 1.1(b) is not applicable.
1.1(e) & 1.6	Client's name and address: Client: Health and Family Welfare Department (HFWD) of the Government of Mizoram. Attention: Dr Lalnunpuii, Assistant Project Coordinator, MSSSCRC-JICA Project. Address: Directorate of Hospital and Medical Education (DHME), MINECO, Khatla, Aizawl – 796001. Mizoram (INDIA). Tel: +91-9612299245 Email: msss-crc@mizoram.gov.in
1.1(f) & 1.6	Consultant's name and address:
1.4	The Contract shall be executed in: English
1.8	The Lead Member Joint Venture Member:
1.9	The Authorized Representatives are: For the Client : For the Consultant :
2.1(a)	This Clause SCC 2.1(a) is not applicable.
2.1(c)	This Clause SCC 2.1(c) is not applicable.
2.2	This Clause SCC 2.2 is not applicable.
2.4	The time period shall be seventy (70) months.
3.4 (e) (i)	This Clause SCC 3.4 (e)(i) is not applicable.
3.4 (e) (ii)	The ceiling on Consultant's liability shall be limited to the product of 1.0 multiplied by the Contract Price.

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3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or any Subconsultants or their Experts, with a minimum coverage in accordance with the applicable law in the Client’s country. (b) professional liability insurance (PLI), with a minimum coverage of Contract Price. (c) employer’s liability and workers’ compensation insurance in respect of the Experts of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (d) insurance against loss of or damage to <ul style="list-style-type: none"> (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. 																										
3.8	<p>The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.</p>																										
4.6.1	<p>Working days and hours shall be as described below:</p> <ul style="list-style-type: none"> (a) One (1) month equals twenty-two (22) working days. (b) One (1) working day shall be eight (8) Hours. (c) Weekly working days and time shall be as follows: <table border="1" data-bbox="532 1497 1344 1843"> <thead> <tr> <th rowspan="2" style="text-align: center;">Day</th> <th colspan="2" style="text-align: center;">Working Time</th> <th rowspan="2" style="text-align: center;">No. of Hours</th> </tr> <tr> <th style="text-align: center;"><i>from</i></th> <th style="text-align: center;"><i>to</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Monday</td> <td style="text-align: center;">9:00</td> <td style="text-align: center;">17:00</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">Tuesday</td> <td style="text-align: center;">9:00</td> <td style="text-align: center;">17:00</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">Wednesday</td> <td style="text-align: center;">9:00</td> <td style="text-align: center;">17:00</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">Thursday</td> <td style="text-align: center;">9:00</td> <td style="text-align: center;">17:00</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">Friday</td> <td style="text-align: center;">9:00</td> <td style="text-align: center;">17:00</td> <td style="text-align: center;">8</td> </tr> </tbody> </table>	Day	Working Time		No. of Hours	<i>from</i>	<i>to</i>	Monday	9:00	17:00	8	Tuesday	9:00	17:00	8	Wednesday	9:00	17:00	8	Thursday	9:00	17:00	8	Friday	9:00	17:00	8
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5.1 (a) through (f)	This Clause SCC 5.1(a) through (f) is not applicable.												
6.1(a)	The Contract Price is:												
6.3 (a) & (b)	This SCC 6.3 (a) & (b) is not applicable.												
6.4	<p data-bbox="477 806 1146 840">The currency(ies) of payment shall be the following:</p> <p data-bbox="477 842 607 875">(i) INR</p> <p data-bbox="477 915 1433 984"><i>[The currency(ies) shall be the same as that/those indicated in ITC 11.3 and in the Financial Proposal]</i></p>												
6.5(a)	<p data-bbox="477 1098 980 1131">The amount of the advance payment is:</p> <ul data-bbox="477 1134 1433 1281" style="list-style-type: none"> - 15% of the total contract value of the foreign currency portion, in Japanese Yen (JPY); and - 15% of the total contract value of the local currency portion, in local currency. Indian Rupee (INR) <p data-bbox="477 1318 1295 1352">Repayment amortization rate of advance payment shall be: 25%</p>												
6.5(b)	This Clause SCC 6.5(b) is not applicable												
6.5(e)	<p data-bbox="477 1459 703 1493">The accounts are:</p> <ul data-bbox="477 1495 1157 1564" style="list-style-type: none"> - for foreign currency or currencies: <i>[insert account]</i>. - for local currency: <i>[insert account]</i>. 												
6.6(a)	<p data-bbox="477 1610 865 1644">Payment of the amount due in:</p> <p data-bbox="477 1654 1398 1724">(a) local currency, payable from the proceeds of the Loan shall be made through Reimbursement Procedure; and</p> <p data-bbox="477 1761 1429 1831">(b) foreign currency, payable from the proceeds of the Loan shall be made through Reimbursement Procedure.</p> <p data-bbox="477 1848 1409 1881">The brochures describing the JICA's Disbursement Procedures above are</p>												

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	available at: https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html .

