

Section 8- 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: Directorate of Technical Education, Vocational and Industrial Training, Himachal Pradesh represented by The Director
GCC 1.1 (q)	The Site is: as stated in Delivery and Completion Schedule of Section 6 (Schedule of Supply)
GCC 4.2 (b)	The version of Incoterms shall be: 2010
GCC 5.1	The language shall be: English Language for translation of supporting documents and printed literature is: English
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: The Director Directorate of Technical Education, Vocational and Industrial training Circular Road City: Sunder Nagar, District: Mandi Himachal Pradesh ZIP code: 175018 Country: India Telephone & Fax: 01907-266120; 266722 E-mail address: techedu-hp@nic.in
GCC 9.1	The governing law shall be: Laws of India
GCC 10.2	The formal mechanism for the resolution of disputes shall be: <u>For a contract with a Foreign Supplier:</u> International arbitration shall be conducted in accordance with the rules

	<p>of the Singapore International Arbitration Centre (SIAC).</p> <p>Arbitration shall be administered by the Singapore International Arbitration Centre (SIAC).</p> <p>The place of arbitration shall be: the place of the institution administering the arbitration.</p> <p><u>For a contract with a Local Supplier:</u></p> <p>Arbitration shall be conducted in accordance with the laws of the Purchaser's country.</p>
GCC 11.1	<p>The Scope of Supply shall be defined in: List of Goods and Related Services of Section 6 (Schedule of Supply). At the time of awarding the contract, the Purchaser shall specify any change in the scope of supply with respect to Section 6 (Schedule of Supply) included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.</p>
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For Goods supplied from abroad as per Incoterm CIP:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (a) 3 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) Original and 3 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 3 copies of non-negotiable bill of lading; (c) 3 copies of the packing list identifying contents of each package; (d) Insurance certificate; (e) Manufacturer's or Supplier's warranty certificate; (f) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (g) Certificate of origin. <p>The Purchaser shall receive the above documents atleast one (1) week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>

	<p><u>For Goods from within the Purchaser's country as per Incoterm EXW:</u></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (a) 3 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) Delivery note, railway receipt, or truck receipt; (c) Manufacturer's or Supplier's warranty certificate; (d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (e) Certificate of origin. <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses..</p>
GCC 15.2	The price adjustment <i>shall not</i> be applicable.
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>For Goods and Related Services supplied from outside the Purchaser's country:</p> <ul style="list-style-type: none"> a) Advance Payment: 10% of the Contract Price within 28 days of signing of 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 for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms); b) On Shipment: The Purchaser shall pay the Supplier 80% of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1; c) On Acceptance: 10% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser. <p>For Goods and Related Services supplied from within the Purchaser's country:</p> <ul style="list-style-type: none"> (a) Advance Payment: 10% of the Contract Price within 28 days of signing of the Contract. Payment shall be made provided the Supplier

	<p>presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms);</p> <p>(b) On Delivery: The Purchaser shall pay the Supplier 80% of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1;</p> <p>(c) On Acceptance: 10% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p>
GCC 16.4	The currencies for payments shall be: Indian National Rupee (INR)
GCC 18.1	<p>The Supplier shall provide a Performance Security of 10% of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: 10% of the Contract Price in INR.</p> <p>Because of the above, the currencies and amounts of the performance security can only be specified at the time of awarding the contract.</p>
GCC 18.3	The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier's or certified check, or cash
GCC 18.4	Discharge of the Performance Security shall take place: Pursuant to GCC Subclause 18.4, after delivery and acceptance of the Goods, the performance security shall be reduced to five percent (5.0 %) of the Contract Price to cover Supplier's warranty obligations in accordance with GCC Clause 28.3.
GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p>Packing:</p> <p>(1) The supplied Goods shall be packed by standard protective measures. Such packing shall be suitable for long distance transportation and well protected against dampness, moisture, shock, rust and rough handling so as to ensure that the Goods will safely arrive at the designated site without any damage due to the above mentioned reasons, and</p> <p>(2) In each package there shall be one copy each of the detailed packing</p>

	<p>list and the quality certificate.</p> <p>Marking:</p> <p>(1) The Supplier shall mark the following on the four adjacent sides of each package with indelible paint in conspicuous English printed words:</p> <p>A. CONSIGNEE</p> <p>B. CONTRACT NO.</p> <p>C. SHIPPING MARK</p> <p>D. CONSIGNEE CODE</p> <p>E. DESTINATION</p> <p>F. NAME OF GOODS AND ITEM NO., CASE NO.</p> <p>G. GROSS/NET WEIGHT (Kg)</p> <p>H. MEASUREMENT (LENGTH x WIDTH x HEIGHT IN CM)</p> <p>(2) If any package weighs two (2) tons or more, the Supplier shall mark on two sides of each package in English and with appropriate transportation marks to show the "center of gravity" and "points of slinging" in order to facilitate loading, discharging and handling. According to the characteristics of the Goods and the different requirements in transportation, packages shall be marked legibly by the Supplier with words "Handle with Care", "Right Side Up", "Keep Dry", etc., and with other appropriate marks..</p>
GCC 24.1	The insurance coverage shall be in accordance with: Pursuant to GCC, Subclause 24.1, the Supplier must insure the Goods in an amount to equal to 110% of the CIP or EXW price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: Incoterms 2010 - the Supplier is required to transport the Goods to a specified place of final destination, in good condition, including storage, and related costs shall be borne by the Supplier.
GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:</p> <p>Factory Inspection: Not required;</p> <p>Site inspection: upon delivery of the Goods</p>
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 0.1% of the Contract Price per day.

GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the Contract Price.
GCC 28.3	The period of validity of the Warranty shall be: 365 days. The place of final destination shall be: As specified in the Delivery and Completion Schedule of Section 6 (Schedule of Supply).
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 14 days of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: equivalent to 100% of the Contract Price