

## 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.

<b>GCC 1.1(j)</b>	The Purchaser's country is: <b>Sri Lanka</b>
<b>GCC 1.1(k)</b>	The Purchaser is: <b>Ministry of Higher Education</b>
<b>GCC 1.1 (q)</b>	The Site is: <b>Open University of Sri Lanka.</b>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b>Incoterms 2000</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: <b>Project Director</b> <b>Distance Education Modernization Project</b> <b>1<sup>st</sup> &amp; 2<sup>nd</sup> Floors</b> <b>35/10, Nawala Road, Narahenpita</b> <b>Colombo 05</b> <b>Sri Lanka.</b> <b>Telephone : 94 – 011 - 2368564</b> <b>Facsimile : 94 – 011 - 5357907</b> <b>E-mail : <a href="mailto:rupasinghe.cvril@nodes.lk">rupasinghe.cvril@nodes.lk</a></b>
<b>GCC 9.1</b>	The governing law shall be: <b>Laws of Democratic Socialist Republic of Sri Lanka</b>

<b>GCC 10.2</b>	<p>The formal mechanism for the resolution of disputes shall be: <b>“In the case of a dispute between the Purchaser and Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules.”</b></p> <p><b>Or</b></p> <p><b>“In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators selected in accordance with said Rules”</b></p>
<b>GCC 11.1</b>	<p>The scope of supply shall be defined in: <b>Section VI - Schedule of Supply</b></p>
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p><b>For Goods supplied from outside the Purchaser’s Country as per Incoterms CIF”</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by fax or e-mail details of the shipment, including contact numbers, description of Goods, quantities, name of 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> <ol style="list-style-type: none"> <li>a) 04 copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price and total amount;</li> <li>b) Original and 03 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 04 copies of non-negotiable bill of lading;</li> <li>c) 04 copies of the packing list identifying contents of each package;</li> <li>d) Insurance Certificate;</li> <li>e) Manufacturer’s or Supplier’s warranty certificate;</li> <li>f) Supplier’s factory inspection report; and</li> <li>g) Certificate of Origin.</li> </ol> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The Purchaser will give specific instructions on forwarding arrangements of documents to L C opening bank in Sri Lanka in the Irrevocable Letter of Credit to be established in favour of the selected supplier.</p>

	<p><b>For Goods from within the Purchaser's country as per Incoterm EXW:</b></p> <p>Upon delivery of the items to the Open University of Sri Lanka the Supplier shall notify and send the following documents to the Project Director, Distance Education Modernization Project.</p> <ul style="list-style-type: none"> <li>a) Original copy of the Supplier's invoice showing the description of the Goods, quantity, unit price and total amount;</li> <li>b) A set of copy of delivery notes identifying contents of each lot, serial numbers of each item;</li> <li>c) Manufacturer's or Supplier's warranty certificate;</li> <li>d) Supplier's factory inspection report; and</li> <li>e) Certificate of origin as applicable.</li> </ul>
<b>GCC 15.2</b>	The price adjustment shall be: <b>Not Applicable</b>
<b>GCC 16.1</b>	<p><b>The terms of payment shall be:</b></p> <p><b>For Goods and Related Services supplied from outside the Purchaser's Country – CIF basis</b></p> <ul style="list-style-type: none"> <li>a) 80% on shipment of the Goods and submission of documents as described at GCC 12.1 (a)</li> <li>b) Balance 20% on acceptance of Goods (after inspection - GCC 26.2)</li> </ul> <p><b>For Goods and Related Services supplied from within the Purchaser's Country – EXW basis</b></p> <ul style="list-style-type: none"> <li>a) 20 % of Contract value will be paid as an advance payment on submission of a bank guarantee issued by a reputed bank, after signing the Contract Agreement.</li> <li>b) 60 % of Contract value will be paid on completion of delivery, Installation and commissioning of the items.</li> <li>c) 20 % of Contract value will be paid on acceptance of the items.</li> </ul> <p><b>Duties of the Bidder or Local Agent and the Purchaser</b></p> <p>CIF portion of the bid quoted in foreign currency shall be paid through a Letter of Credit established by the Purchaser in favour of the Bidder.</p> <p>Bidder or Local Agent should attend to all Custom &amp; Ports Authority Cargo Clearance formalities, transport and delivery of the vehicles at the respective sites as specified Section VI – Schedule of Supply</p> <p>Costs of local transportation, insurance, other incidentals and local agent's commission will be paid on acceptance by the Purchaser.</p> <p>The Purchaser will pay total duty, taxes and levies to the Sri Lanka Customs directly on confirmation of such charges officially by the Sri Lanka Customs. Incidental expenses if any shall be met by Supplier. Demurrage charges incur due to non-collection of cargo during the free period given, shall also be born by the Supplier.</p>

<b>GCC 16.4</b>	The currencies for payments shall be made in the currency or currencies specified in Bid Form/ Price Schedules
<b>GCC 18.1</b>	The Supplier shall provide a Performance Security of 10 percent of the Contract Price in the Currency of Contract to cover the delivery period and warranty obligations.
<b>GCC 18.3</b>	The Performance Security shall be in the following form: <b>A bank guarantee issued by a reputed bank in the Purchaser's Country or Bidder's Country, acceptable to the Purchaser, in the format included in Section IX – Contract Forms or any other format acceptable to the Purchaser or a cashier's or certified cheque or cash.</b>
<b>GCC 18.4</b>	Discharge of Performance Security shall take place: <b>within 28 days following the expiry date of the performance security.</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: a) Name & Address of the Purchaser b) IFB No. c) Reference number of Letter of Credit d) Other standard symbols and markings to prevent damages during the shipment /transportation
<b>GCC 24.1</b>	The insurance coverage shall be in accordance with pursuant to GCC sub-clause 24.1. The Supplier must insure the Goods in an amount equal to 110 percent of the CIF or EXW price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including war risks and strikes".
<b>GCC 25.1</b>	Obligations for transportation of the Goods shall be in accordance with: <b>Incoterms 2000</b>
<b>GCC 26.2</b>	Tests and Inspections specified in Section VI, Schedule of Supply, shall be carried out at the following times or milestones, and places:  Manufacturer's / Factory inspections and tests report prior to delivery of goods in respect of the specifications and quantity, shall be arranged by the Supplier and expenses for such inspection, test reports are to be borne by the bidder.  Final acceptance of the Goods shall be arranged by the Purchaser at the final destination of the Goods at the Open University of Sri Lanka.
<b>GCC 27.1</b>	The liquidated damage shall be: 0.5 % of the contract price per week or part thereof

<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10 % of the Contract Value
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b>Two years. But under special circumstances if manufacturer gives warranty for more than one year for a specific item/items and if it is/those are in the list, that warranty period will be applied.</b>
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within: Two weeks of being notified by the Purchaser of the occurrence of such defects
<b>GCC 30.1</b>	The amount of aggregate liability shall be: 10 % of the Contract Value