

Section IV: Special Conditions of Contract
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Section IV: Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The **Purchaser** is **The Director, Directorate of Extension Education, Tamil Nadu Agricultural University, Coimbatore – 641 003**

(b) The Supplier is.....

(c) Project site is the place(s) mentioned in the **Schedule of Requirements**

2. Performance Security (GCC Clause 6)

2.1 Substitute Clause 6.1 of GCC by the following:

Within 15 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish performance Security to the **Purchaser** for **an amount of 5% of the total bill of cost** for a period of three years (up to the comprehensive warranty period)

2.2 Substitute Clause 6.3 (b) of GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the **Purchaser**.

2.3 Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the **Purchaser** and returned to the Supplier not later than 2 years following the date of completion of the Supplier's performance obligations, including the warranty obligations, under the Contract.

2.4 Add Clause 6.5 to the GCC of the following:

In the event of any contract amendment, the supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of two years thereafter.

3. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the **Purchaser**;

a) The supplier shall get each Software application platform inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the Software application platform conforms to laid down specifications.

b) The **Purchaser** or its representative shall inspect and/or test any or all the Software application platform to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the Software application platform on receipt at destination.

c) If the Software application platform fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the

defective Software application platform to the satisfaction of the *Purchaser*.

4. Packing (GCC Clause 8)

Add as Clause 8.3 of the GCC the following:

Packing Instruction: The Supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i. Project
- ii. Contract No.
- iii. Supplier's Name
- iv. Packing list reference number

5. Delivery and Documents (GCC Clause 9)

Upon delivery of the Software application, the Supplier shall notify the *Purchaser* and the Insurance Company by cable or Telex or fax the full details of shipment including the Contract number, railway receipt number and date, description of Software application, quantity, names of the consignee etc.

The Supplier shall mail the following documents to the *Purchaser*, with a copy to the Insurance Company.

- (i) Three Copies of Supplier invoice showing Software application description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of Software application from the Consignee(s)
- (iii) Insurance Certificate;
- (iv) Designers/ Developers warranty and test Certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's software testing inspection report;

The above documents shall be received by the *Purchaser* before installation of Software application (except where the Software application has been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

6. Insurance (GCC Clause 10)

For delivery of Software application at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Software application from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

7. Incidental Service (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- (a) Installation and handling of consignment of site.
- (b) On site assembly if any of the supplied Software application, installation, testing and commissioning of the Software application platform.

- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Software application;

8. Software application and solutions (GCC Clause 13)

Add as Clause 13.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure prompt replacement of defective parts immediately during the guarantee as well as maintenance period covered under comprehensive maintenance contract.

9. Comprehensive Warranty (GCC Clause 14)

The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Software application or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3:

10. Payment (GCC Clause 15)

Payment for Software application and Services shall be made in Indian Rupees after satisfactory supply, installation, demonstration and training to staffs.

11. Prices (GCC Clause 16)

Substitute Clause 16.1 of the GCC with the following:

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

12. Sub-Contract (Clause 20)

Add at the end of sub-clause 20.1 the following:

Sub-contract shall be only for small items and sub-designs.

13. Liquidated Damages (GCC Clause 22)

13.1 For delays:

Substitute GCC Clause 22.1 by the following

Subject to Clause 24, if the Supplier fails to deliver any or all of the Software application or perform of services within the time period(s) specified in the Contract, the **Purchaser** shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Software application or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum

deduction of 10 percent of the delayed Software application or Services contract price. Once the maximum is reached, the **Purchaser** may consider termination of the Contract.

14. Resolution of Disputes (GCC Clause 27)

Add as GCC Clauses 27.3 and 27.4 in the following:

27.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

(a) In the case of a dispute or difference arising between the **Purchaser** and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the **Purchaser** and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Computer Society of India.

27.4 The venue of arbitration shall be the place from where the Contract is issued (i.e.) **Coimbatore**.

15. Notices (Clause 30)

For the purpose of all notices, the following shall be the address of the **Purchaser** and Supplier.

**Purchaser: The Director,
Directorate of Extension Education,
Tamil Nadu Agricultural University,
Coimbatore – 641 003.**

Supplier:

(To be filled in at the time of Contract signature)

16. Annual Maintenance Contract (AMC):

16.1 Any major repair pointed out by the **Purchaser** shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the Software application platform to the satisfaction of the Purchaser. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.5000/- per day or part thereof for each Software application platform until the Software application platform are repaired and commissioned to the satisfaction of the Purchaser.

16.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 3 year.

16.3 The Supplier shall also indicate separately AMC of the entire system for 3 years subsequent to comprehensive warranty period of 3 years and shall clearly indicate year wise maintenance cost.

17. Enclosures to Bid:

17.1 Technical bid (Cover A):

Technical Bid shall include the duly filled up Tender documents along with

- a) Bid Security
- b) Duly attested copy of License if any, approved by the concerned Licensing Authority.
- c) For Importers Photocopy of License renewed upto date.
- d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- e) Authorization of senior responsible officer of the Company to transact business.
- f) Annual turnover statement for three years 2012-13, 2013-14 and 2014-15 certified by the Auditor.
- g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h) I.T. Clearance Certificate for three years 2012-13, 2013-14 and 2014-15
- i) Qualification Criteria – Section VI-A
- j) Performance Statement - Section XI
- k) Software Tools Designs / Application Manufacturer's Authorization Form - Section XII
- l) Technical literature and other documents in support of the Software application / services.
- m) Any deviations
- n) List of items quoted (without prices)

17.2 Price Bid (Cover B):

Price bid shall include

- a) Duly filled in Price Schedule - Section VII
Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions