Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Performance Security (or guarantee) (GCC 23)		
1.	23.1	The amount of performance security (or guarantee), as a percentage of the Purchase Order Price, shall be Five (5%) percent of the Contract Price in favor of CEO IESCO from Schedule Bank of Pakistan having rating A+ in shape of Bank Guarantee/CDR. Contractor will provide performance Guarantee at time of acceptance of Notification of Award/Letter of Intent.
2.	23.2	The Procuring Agency will have the right to forfeit the Security Bond / Bank Guarantee (Performance Bond):- (A) If the contractor: i) Fails to supply the goods within the time specified. ii) Commits any breach of contract. iii) Fails to account for the Import License issued on account of the purchaser. iv) Fails to account for the raw material secured by the contractor against any License or permit issued on account of the PA v) Fails to return drawings, design or any material belonging to the PA, which was to be returned in good condition to the Contracting Officer after the successful termination of the contract. (B) For other reasons specified in the Purchase Order by the PA for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or for any other reasons, the PA will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of DISCOs/GENCOs/NTDC/WAPDA/IESCO or from any money due to the Contractor from any unit of DISCOs/GENCOs/NTDC/WAPDA/IESCO.
3.	23.4	After delivery and acceptance of the Goods, 100% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with **GCC Clause 34.1.**
Payment (GCC Clause 31,32&33)		
4.	-	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied :** 100% payment will be made by the Finance Director IESCO Islamabad, out of budget head______________________ on production of following documents after necessary pre-audit: i. Bill in triplicate duly signed and stamped mentioning clearly NTN No. & GST No. ii. Delivery Challan and GRN duly stamped and signed by the consignee (in original) iii. Warranty certificate iv. Inspection certificate issued by the IESCO Inspector(s). v. Certificate issued by the Chief Engineer (MM), IESCO Islamabad regarding acceptance of Performance Bond vi. Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been paid by the supplier. vii. General Sales Tax Invoice. viii. Custom clearance certificate (if material is purchased from abroad) ix. Certificate issued from consignee store Manager that material received vides GRN No. _______ dated ________ has been taken on stock against stock code No. _________. x. Any other relevant documents i.e. bill of lading/Air Waybill, goods declaration etc. which certifies that material is being imported from abroad or country as mentioned in bid. OR Finance Director IESCO will establish a confirmed and irrevocable Letter of Credit for Rs. ______________/- through any nationalized bank of Pakistan in your favour. All charges relating to opening of Letter of Credit and negotiation thereon, shall be borne by you. The amount of material

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		excluding General Sales Tax i.e. Rs. ____________/- in the Letter of Credit shall be available for negotiation and en-cashable on submission of following documents:- i) Bill in triplicate mentioning clearly NTN No. & GST No. ii) Delivery Challan and GRN duly stamped and signed by the consignee iii) Warranty certificate iv) Inspection certificate issued by the IESCO Inspector(s). v) Certificate issued by the Chief Engineer (MM), IESCO Islamabad regarding acceptance of Performance Bond (in case of first claim only) vi) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier. vii) General Sales Tax Invoice. viii) Certificate issued from consignee store Manager that material received vide GRN No. ___ dated ___ has been taken on stock against stock code No. __ The payment of amount of 18% General Sales Tax i.e. Rs. __________**/-** in the Letter of Credit shall be available for negotiation and en-cashable on production of General Sales Tax invoice and General Sales Tax return cum payment challan, as envisaged in clause 1-B(b) of P.O. **Note:-** i) All these documents enumerated in payment clause of P.O shall however, be got pre-audited by Finance Director IESCO before invoking the L/C and release of payment by the bank. ii) The expenditure will be charged to _____________. iii) Partial deliveries and part payments are allowed. Moreover, the payment of Sales Tax @ 18% shall be made on production of Sales Tax Invoice and Sales Tax return cum payment Challan along with Sale Summary. Amount of sales tax invoice must be cross-verified from sales summary filed to FBR along with sales tax return. In case you pay lump sum Sales Tax for multi goods production, you will also submit an affidavit on non-judicial paper that "the challan includes the amount of Rs. _____ of sales tax for supply of ________ against P.O No. _____ dated____. Note:- Partial deliveries and part payments are allowed but not advance payment.
Delays in Supplier's Performance (GCC Clause 14)		
5.	14.3	a) Extension of Time shall be considered by the Procuring Agency (PA) on following grounds: 1) If delay is beyond the control of the Supplier and it is claimed that circumstances fall under the FORCE MAJEURE clause, extension may be allowed in the delivery period without imposing penalty i.e. liquidated damages as mentioned in the contract. 2) If delay is on the part of inspector nominated by IESCO at the time of inspection call. * The supplier is bound to submit its request for extension within 15 days from the occurrence of such event. b) Extension of Time shall not be considered by the Procuring Agency (PA) for the following reasons. 1) Contractor does not issue inspection call as per GCC clause - 11.1. 2) Delay on the part of the contractor in the arrangement of raw materials. 3) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract. 4) Any other delay caused by the contractor or its person (s) without notification to purchaser. The extension in the delivery period is not allowed as a matter of routine as and when demanded by the Suppliers. Only in exceptional cases, an extension be granted in the delivery schedule as mentioned above.
Liquidated Damages (GCC Clause 22)		
6.	22.1	To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten percent (10%) of the Contract price (Liquidated damages will be deducted only on those materials which are undelivered during contract delivery period), except: a. Where un-delivered stores (material) hold up the use of other stores (material), liquidated damages shall be levied on the total value of the Contract. b. The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of DISCOs or NTDC
Termination for Default (GCC Clause 15)		

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7.	15.1	If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:- i) To recover liquidated damages as prescribed in SCC Clause no. 26 ii) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery, or iii) To cancel the contract at your risk and cost. In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order. Moreover, if the maximum limit of LD is reached the Procuring Agency may consider termination of contract. (B) If during the course of execution of Contract, you are black-listed by GENCOs/WAPDA/DISCOs/NTDC/IESCO, the purchaser may proceed with all or any of the actions detailed below:- i) To allow the contract to run its course till completed in accordance with the terms and conditions of Contract. ii) To stop further supplies with or without financial repercussions. iii) To cancel the contract with or without reservation of rights. (C) You may be blacklisted / debarred from future business with IESCO/DISCOS on the following grounds including the ones prescribed in the IESCO mechanism of blacklisting & PPRA Rules: i) Making false statements and allegations to gain undue advantage. ii) Commission of fraud. iii) Fail to perform the contractual obligations. iv) Fail to fulfill the technical provision of the Purchase Order during the execution of contract or breaches the contract. v) Fail to deliver the material as per the delivery schedule mentioned in the Purchase Order. vi) Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature
Force Majeure (GCC-14)		
8.	The right of the IESCO to terminate the Contract, or to claim penalty or to liquidated damages shall be subject to the circumstances mentioned at Clause 11, however, as a result of all or any of events mentioned below there has been delay in the performance of the contract by the Manufacturer or Supplier, or the contract has become incapable of being performed extension may be allowed in the delivery period without imposing penalty i.e. liquidated damages as mentioned in the contract. The supplier is bound to submit its request for extension within 15 days from the occurrence of such event. i) Act of God. ii) Act of State, War or any Act of the Enemy. iii) Lock outs, Riots or Civil Commotion. iv) Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers. v) Restriction imposed by the government on the Import of any material relating to the manufacture of goods. vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer. vii) Port delays due to bunkerage or lighterage. Diversions of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier.	
Packing		
9.	The supplier will be responsible for packing the store suitable for transit by Rail / Road so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at supplier's expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.	

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Warranty	
10.	The supplier will furnish a Warranty Certificate, certifying that the goods supplied conform exactly to the Specifications laid down in the Contract and are brand new and that in the event of the material being found defective or not conforming to the Specifications/Particulars governing supply at the time of delivery and for a period of **24-months (two years)** comprehensive warranty (for both truck and crane) from the date of completion of supply, the supplier will be held responsible for all losses and that the unacceptable goods shall be substituted with the acceptable at your expense & cost.
	The period for correction of defects in the warranty period is: **Fifteen (15) Days.**
Delivery and Documents	
11.	Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. "1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of Store to IESCO Consignee provided the goods accepted for supply have been delivered within 20-days of issue of inspection certificate; subject to the condition that the supplier/manufacturer offers the material for inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification. **For Goods from within Pakistan:** Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii) delivery note, railway receipt, or truck receipt; iii) Manufacturer's or Supplier's warranty certificate iv) Inspection certificate issued by IESCO. v) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by Consignee before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Inspection and Tests	
12.	Inspection of the material will be carried out at firm/manufacturer's premises by IESCO Inspection Committee/IESCO Inspector(s). Concerned Vendor are bound to arrange two stage inspection for IESCO Inspection Committee/IESCO Inspector(s) at Factory Premises/manufacturer's Premises for vehicle/chassis before installation of the Crane as well as final inspection including stability test before delivery to IESCO and the testing of crane shall be as per ANSI/Relevant International Standard at Factory premises/assembly plant/manufacturer premises. Moreover, all the expenses including TA/DA for the IESCO Inspection Committee/IESCO Inspector(s) will be borne by the firm. Notice in writing shall have to be given to Chief Engineer (MM) IESCO by you when the store against the order is ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall also have to be afforded to the Inspecting Officers by you at your expenses for carrying out Inspection. Moreover, IESCO Inspection Committee/IESCO Insoector(s) shall check the Custom Clearance Certificate (if material is imported from abroad and any other relevant documents i.e. bill of lading/Air Waybill, goods declaration etc. which certifies that material is being imported from abroad or country as mentioned in bid. Note: - In view of peculiar nature of material being procured, inspection of material by the IESCO will be carried out within Pakistan and the firm shall have to offer the material for inspection accordingly, in accordance with prescribed delivery schedule. The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if he found the material to be below the requirements of the particulars governing the supply given in the purchase order. In such cases: i) The decision of the Inspecting Officer shall be binding on you. ii) If the material is rejected as aforesaid, then without prejudice to the right of the purchaser you may submit material in replacement of those rejected but re-submission will not mean extension of delivery period. Moreover, the firm/supplier will borne the expenses for the re-inspection of the material that will be offered against the rejected ones. iii) On final rejection the purchaser shall have the following rights: - a) To purchase the rejected goods at your cost and expense. b) To terminate the contract and recover from you the loss, the IESCO thereby incurs.

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