

# Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*[The Purchaser shall select/insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>GCC 1.1(h)</b>	The Purchaser is: <b>The Government Printing Department</b>
<b>GCC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is The Government Printing Department, La Tour Koenig, Pointe aux Sables, Republic of Mauritius
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be Incoterms 2020.
<b>GCC 8.1</b>	For notices, the Purchaser's address shall be:  Attention: <b>The Government Printer, Government Printing Department</b>  Street: <b>La Tour Koenig, Pointe aux Sables</b>  City: <b>La Tour Koenig, Pointe aux Sables</b>  Country: <b>Republic of Mauritius</b>  Telephone: <b>(230) 260- 4736</b>  Facsimile number: <b>(230) 234 2268</b>  Electronic mail address: <b>prin@govmu.org</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  <i>Contracts with Supplier national of Mauritius:</i>  In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.
<b>GCC 13.1</b>	Details of Documents to be furnished by Suppliers are:  <i>(a) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</i>

	<p>At least two days prior delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</li> <li>(ii) two copies of the packing list identifying contents of each package</li> </ul>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:</b></p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:</p> <p>On Acceptance: The Contract Price of Goods received shall be paid within twenty-one (21) working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>In case the Supplier is a Small and Medium Enterprise, the Purchaser undertakes to effect payment after supply of the goods items to the satisfaction of the Purchaser within 14 days from date of invoice, and subject to the Supplier submitting all required documents.</p>
<b>GCC 16.4 (b)</b>	Local Suppliers shall be paid in Mauritian Rupees only. The prices may be adjustable to fluctuation in the rate of exchange.
<b>GCC 16.5</b>	<p>Interest shall be payable immediately after the due date for payment.</p> <p>The interest rate shall be the legal rate.</p>
<b>GCC 18.1</b>	<ul style="list-style-type: none"> <li>i. Performance Security shall be required for all contracts, the total value of which will exceed the ceiling of Rs 5 Million.</li> <li>ii. The Performance Security shall be: 10% of the total contract value.</li> <li>iii. The Performance Security shall be in the form of a Bank Guarantee as per specimen provided and shall be valid for a period of 28 days beyond the contract period.</li> </ul>

	iv. In the event of delay in the delivery of the item(s), the supplier shall extend the Performance Security for the period mentioned above in part (iii)
<b>GCC 18.3</b>	If required, the Performance Security shall be denominated in Mauritian Rupees and issued by a commercial bank operating in Mauritius.
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: one month after completion of all the supplies under the contract to the satisfaction of the purchaser, otherwise, the Performance Security will be forfeited.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: The papers shall be packed in good wrapping papers and shall be delivered on appropriate wooden pallets for proper handling, stacking and storage. For security reasons, the papers shall be supplied on solid wooden pallets to ease stacking. This department will not accept fragile pallets. Bidders may call at the warehouse of this department to have an idea of the type of pallets which shall be used for the supply of papers for proper stacking. Any additional costs which will be involved to supply the papers on appropriate wooden pallets shall be included in the bidder's offer. The successful bidder will have to submit evidence with photograph of the pallets being used prior to supply the papers. This department will not accept delivery of the papers if it is not satisfied with the quality of the pallets.
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	The Supplier is required under the Contract to transport the Goods to the warehouse of the Government Printing, La Tour Koenig, Pointe aux Sables
<b>GCC 26.1</b>	The inspections and tests shall be <b>as stated on Page 76.</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: The Government Printing Department
<b>GCC 27.1</b>	The liquidated damages shall be: 1.25% of the price of the undelivered goods per week of delay.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10 %
<b>OTHER CONDITIONS:</b>	
<b>Ream</b>	Ream refers to a pack of 100/200/500 sheets whichever is applicable.
<b>Provision for Delivery of Goods at the Warehouse</b>	The successful bidder shall make provision for labour, tools & equipment etc, necessary for delivery, handling and stacking the papers in the warehouse, under the supervision of the officer in charge, as this department has no forklift or labour for delivery. Any additional cost involved shall be included in the bid price. Non-Compliance with this clause will entail elimination of the bid.

<b>Approved Samples of Goods</b>	All items delivered by the supplier shall be similar in terms of quality, substance of paper, make, country of origin etc to the samples submitted along with the bids. This department will not accept consignments which are not similar to the approved samples and will be returned to the supplier for prompt replacement as per approved samples.
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<b>Packaging</b>	<p>The goods shall be properly packed in good wrapping papers in packing as mentioned below as far as possible. The goods shall be delivered on wooden crates for proper handling, stacking and storage. The successful bidder shall make provision for labour, equipment etc. for handling and stacking of papers and materials in the Warehouse under the supervision of the Officer in Charge.</p> <p>Item No. 1- Double Sided Coated Art Paper Glossy,170gsm, 640x900mm - pack of 250 sheets</p> <p>Items No. 2 &amp; 3 -White Bond Papers 70gsm-80gsm - Ream of 500 sheets</p> <p>Item No.4 - White Bond Papers 120gsm- Ream of 250 sheets</p> <p>Items No.5 to 9 Bristol Paper 160gsm, 640x900mm - pack of 250 sheets</p> <p>Items No.10, 12 to 18 Bristol Papers 250/320gsm, 570x730mm -pack of 100 sheets</p> <p>Item No.11- Bristol Paper White 250gsm, 640x900mm -pack of 100 sheets</p> <p>Items No.19 to 28- NCR Paper, 50gms, 640x900mm- Ream of 500 sheets</p> <p>Item No.29- Tinted Bond Papers 80gsm, 640x900mm- Ream of 500 sheets</p> <p>Items No.30 to 33- Manifold Papers 45-50gsm, 640x900mm - Ream of 500 sheets</p> <p>Item No.34- Carton Duplex Board- 400gsm, 640 x 900mm- pack of 100 sheets</p> <p>Item No.35- Double Sided Coated Art Paper White Glossy ,128-130gsm, 640x900mm - pack of 250 sheets</p> <p>Item No.36- Double Sided Coated Art Paper White Glossy,230-250gsm, 640x900mm - pack of 100 or 125 sheets</p> <p>Item No.37 -Strawboard 1200gsm. approx. 800 x 1100mm - bundles of 100 (500 sheets)</p> <p>Item No. 38- Strawboard 1600gsm. approx. 800 x 1100mm - bundles of 100 (400 sheets)</p> <p>Bidders shall clearly specify any other packaging proposed, which may be considered by this department.</p>
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