

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.

GCC 1.1(j)	The Procuring Entity's country is: Jamaica
GCC 1.1(k)	The Procuring Entity is: The Rural Agricultural Development Authority
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) is/are: European Union Banana Support Programme, 193 Old Hope Road, Kingston 6., RADA Parish Offices in Portland, St. Mary, St. James, St. Catherine, St. Thomas and Clarendon
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms .
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2000 .
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: Chief Executive Officer, RADA c/o European Union Banana Support Programme Street Address: 193 Old Hope Road, Kingston 6. Jamaica Telephone: 876-970-3937/8 Facsimile number: 876-927-2450 Electronic mail address: eupmu@cwjamaica.com or eubsp_admin@cwjamaica.com
GCC 9.1	The governing law shall be the law of: Jamaica
GCC 10.2	Amicable Settlement Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the

	<p>power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator’s role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p>Arbitration</p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p>
<p>GCC 12.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are Certificate of Origin for individual items over the value of Euro 5,000 and Custom documents for duty free clearance The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 14.1</p>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p>GCC 15.1</p>	<p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p>

	<p>Payment for Goods supplied.</p> <p>Payment shall be made in Jamaican dollars in the following manner::</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 15.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is 10 %</p>
GCC 17.1	<p>A Performance Security shall be required</p> <p>Performance Security shall be: 5% of the contract price</p>
GCC 17.3	<p>If required, the Performance Security shall be in the form of : either “a Bank Guarantee” or ”a Performance Bond”</p> <p>If required, the Performance security shall be denominated in Jamaican Dollars</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place: as stated GCC 17.4</p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be: Environmentally friendly and clearly marked RADA/ European Union Banana Support Programme</p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: Contractors Own Liability</p>
GCC 24.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations</p>

	shall be as follows: <i>“The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Entity’s country, defined as the Project Site, transport to such place of destination in the Procuring Entity’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”</i> ; or any other agreed upon trade terms
GCC 25.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
GCC 25.2	The Inspections and tests shall be conducted at: European Union Banana Support Programme, 193 Old Hope Road, Kingston 6., RADA Parish Offices in Portland, St. Mary, St. James, St. Catherine, St. Thomas and Clarendon
GCC 26.1	The liquidated damage shall be: .01% per week
GCC 26.1	The maximum amount of liquidated damages shall be: 5%
GCC 27.3	The period of validity of the Warranty shall be: 12 Months For purposes of the Warranty, the place(s) of final destination(s) shall be: European Union Banana Support Programme, 193 Old Hope Road, Kingston 6., RADA Parish Offices in Portland, St. Mary, St. James, St. Catherine, St. Thomas and Clarendon
GCC 27.5	The period for repair or replacement shall be: 14 days.