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Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Company)
Registered Office, Thimphu
Procurement Services Department
Thimphu: Bhutan



BPC/PSD/Electrical Materials/2022/03/03

March 08, 2022

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Subject: Addendum No. III

Tender Title: Supply and Delivery of Electrical Line Materials and Substation Equipment

Reference: BPC/PSD/Electrical Materials/2022/03 dated February 11, 2022

Dear Sir/Madam,

This is to inform all the bidders that PSD, BPC would like to issue amendment on SCC clause 27.1 against the above referred tender. The revised SCC (Special Conditions of Contract) is attached herewith.

Therefore, Bidders are advised to note the changes and quote accordingly. All other terms and conditions shall remain same.

Thanking you.

Yours sincerely,

(Nim Dorji)
General Manager



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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS (SCC)



Tender Reference: BPC/PSD/Electrical Materials/2022/03 dated February 11, 2022 for the supply and delivery Electrical Line Materials and Substation Equipment



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SECTION V 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	
Reference to the GCC is made as under:	
1.1 (xviii)	Final Destination(s) is: Malbase, Pasakha, Regional Store Division, Phuentsholing, Bhutan. The Consignee is : The Chief Manager, Regional Store Division, Bhutan Power Corporation Limited, Phuentsholing, Bhutan Email: phuntshowang@bpc.bt Contact No: 17757404
1.1 (xvix)	The Purchaser is: Procurement Services Department, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.
3.5 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Not Applicable</i>
3.5(b)	The term EXW, CIF, DIP, DDP and other similar terms shall be as per the version of Incoterms 2020
5.1	The language shall be: <i>“English”</i> . Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a notarised and an accurate translation of the relevant passages in English.
7.1	For notices, the addresses shall be: For the Purchaser: Attention : The General Manager Address : Procurement Services Department Bhutan Power Corporation Limited Thimphu, Bhutan Telephone : 00975-2-326289/336046 E-mail address : nim.dorji@bpc.bt Copy to : kinzangwangmo@bpc.bt / psdbpc@gmail.bt
9	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 9.2 shall be as per the Alternative Dispute Resolution Act of Bhutan 2013.

13.2	The prices charged for the goods supplied and the related services performed “shall not” be adjustable
14.1	<p>Terms of Payment</p> <p>Payments shall be made in equivalent Ngultrum to the currency quoted amount but the payment shall be made through proper banking channels and the responsibilities of payment transfer and transfer charges lie on the Suppliers.</p> <p>Undertaking letter from routing of payment through the Banks (if the payment is not through Letter of Credit) shall not be issued.</p> <p>Advance Payment: Maximum of twenty percent (20%) of the Contract Price as advance payment shall be paid after the signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of the advance payment, and shall be valid until the goods are delivered.</p> <p>On Acceptance: Seventy percent (70%) of the goods received shall be paid within Thirty (30) days of receipt of the goods upon the submission of a claim supported by the Acceptance Certificate issued by the Purchaser.</p> <p>Retention Payment: Ten percent (10%) of the Contract Price will be payable after the expiry of defects liability period (for a period not exceeding twelve months after the delivery of all materials). However, payment shall be made provided the Supplier presents a request for payment accompanied by a Retention Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of retention payment and shall be valid for a period not less than twelve (12) months after delivery of all materials.</p> <p>If the Financial institution issuing the advance payment bank guarantee/retention security bank guarantee furnished by the Bidder is located outside the Purchaser’s country, the bank guarantee shall be counter guaranteed by a correspondent financial institution located in the Purchaser’s country to make it enforceable.</p>
15.3	Tax Deducted at Source (TDS) shall be deducted as per the regulations of Ministry of Finance, RGoB, Bhutan.
16.1	The amount of the Performance Security shall be: Ten percent (10%) of contract value



16.3	<p>The types of acceptable Performance Securities are:</p> <p>(i) <i>Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable</i></p> <p>(ii) <i>Cash warrant,</i></p> <p>(iii) <i>Demand Draft, or</i></p> <p>(iv) <i>Bank Transfers</i></p> <p>If the institution issuing the Performance Security furnished by the Bidder is located outside the Purchaser's country, the Performance Security shall be counter guaranteed by a correspondent financial institutions located in the Purchaser's country to make it enforceable.</p>
20.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>(i) <i>Copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;</i></p> <p>(ii) <i>Suppliers Good Issues Note (Challan);</i></p> <p>(iii) <i>Copy of import declaration form (B-Form)in Bhutan;</i></p> <p>(iv) <i>Original tax paid receipt in Bhutan.</i></p> <p>(v) <i>Manufacturer's or Supplier's warranty certificate;</i></p> <p>(vi) <i>Packing List;</i></p> <p>(vii) <i>Inspection report/Test Certificate</i></p>
22.2	Subcontracting shall be "not allowed"
25.1	<p>The inspections and tests shall be: Applicable</p> <p>All materials shall be inspected and tested as specified in the relevant IEC or BS or IS standards. The supplier must notify the purchaser in writing within twenty (20) days in advance once the goods are fully manufactured and ready for dispatch. This should be notified to purchaser at the following address:</p> <p>Attention : The General Manager Address : Procurement Services Department Bhutan Power Corporation Limited, Thimphu: Bhutan. Telephone : 00975-2-336046/326289 E-mail address : <i>nim.dorji@bpc.bt</i> Copy to : <i>kinzangwangmo@bpc.bt/psdbpc@gmail.com</i></p> <p>The period indicated is for deputing an inspector and has no connection with the stipulated delivery schedule. If the delay in the delivery of all or part of materials has been caused due to delay beyond the maximum allowable period in nominating inspectors by the purchaser after the inspection call has been received in writing by the purchaser, the delivery period shall be extended by the period equivalent to such delay in sending inspectors by the purchaser for the whole or part of the materials.</p> <p>To ensure that the goods are delivered in good condition, purchaser may call suppliers/supplier's representatives to be present for the joint inspection of the goods at the BPC warehouse and sign the joint inspection report.</p>

25.2	Inspections and tests shall be conducted at: <i>Manufacturer's premises</i>
26.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as per the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified under Common Technical Requirements and in any subsequent instructions ordered by the Purchaser.</p>
27.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms 2020 . <i>"However, unloading of the materials at RSD, Phuentsholing, Bhutan shall be under the scope of supplier. The RSD shall issue the certificate upon acceptance of the Goods in good condition in line with GCC clause 7.2"</i>
28.3	<p>The period of validity of the Warranty shall be: Twelve (12) months from the date of acceptance of goods at the place of destination, Regional Store Division, Pasakha/Malbase, PSD, BPC, Phuentsholing, Bhutan.</p> <p>As a proof of performance warranty, the supplier have to deposit 10% of the supplied value in the form of Bank Guarantee acceptable to the Purchaser which shall be valid for a period not less than twelve (12) months after delivery of last consignment.</p> <p style="text-align: center;">Or</p> <p>As a proof of performance warranty, the purchaser will not release the 10% retention money to cover the defects liability period which shall be minimum of twelve months after the delivery of the last consignment. However, the payment for the retention amount shall be made provided the Supplier presents request for payment accompanied by a Retention Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of retention payment and the validity of the Bank Guarantee shall be not less than twelve (12) months after the delivery of last consignment.</p> <p><i>If the Financial institution issuing the performance warranty bank guarantee/retention security bank guarantee furnished by the Bidder is located outside the Purchaser's country, the bank guarantee shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make</i></p>



	<i>it enforceable.</i>
28.4 & 28.5	The period for repair or replacement shall be: Three Months from the day of notification
29.1	The applicable rate for liquidated damages for delay shall be: 0.15 % per day. The maximum amount of liquidated damages shall be: <i>10% of the contract price</i>
31.1	The insurance coverage shall be as specified in the Incoterms.

