



༄༅། །འབྲུག་མི་སེར་རྒྱུ་ཚོར་གཞི་བཟུང་ཚད།

**DRUK HOLDING & INVESTMENTS LTD.**

GROUP STANDARD BIDDING DOCUMENT

GOODS (BDS)



***Tender Reference: BPC/PD/Office Equipment/2023/04 dated March 11, 2023***



Contents

SECTION II. BID DATA SHEET .....1





## SECTION II. BID DATA SHEET

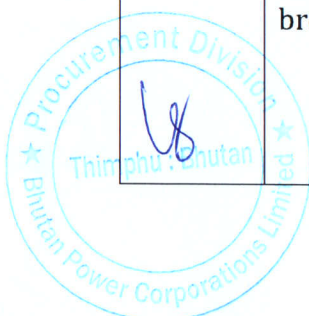
The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

ITB	Particulars								
1.1	Tender No.: <b>BPC/PD/Office Equipment/2023/04 dated March 11, 2023</b>								
1.1	Tender Name: <b>The Supply and Delivery of Office Equipment and Miscellaneous items for the Maintenance of Transformers</b>								
1.1	Purchaser: <b>Procurement Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</b>								
1.1	The number and identification of Lots comprising this tender are: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Lot No.</th> <th>Lot Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Office Equipment</td> </tr> <tr> <td>2</td> <td>Computers and Server</td> </tr> <tr> <td>3</td> <td>Miscellaneous items for the maintenance of Transformers</td> </tr> </tbody> </table>	Lot No.	Lot Description	1	Office Equipment	2	Computers and Server	3	Miscellaneous items for the maintenance of Transformers
Lot No.	Lot Description								
1	Office Equipment								
2	Computers and Server								
3	Miscellaneous items for the maintenance of Transformers								
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: <b>The General Manager.</b> Address: <b>Procurement Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</b> Telephone number: <b>+975-2-326289</b> Electronic mail address: <b>gorabdorji@bpc.bt</b> copy to: <b>psd.bpc.thimphu@gmail.com/kinzangwangmo@bpc.bt</b>								
8.3	Bid Clarification request will be received on or before: Time : 17:00 hour Date : March 29, 2023								
8.5	A pre-bid meeting: <b>Not Applicable</b>								
12.1	Bid shall comprise of the following: <ul style="list-style-type: none"> <li>• Bid form</li> <li>• Integrity Pact</li> <li>• Bid Security</li> <li>• Power of Attorney/Letter of Authorization</li> <li>• Manufacturer's Authorization (MA) if required</li> <li>• Guaranteed Technical Particulars (GTP) and</li> <li>• Price Schedule</li> <li>• Deviation sheet</li> </ul>								



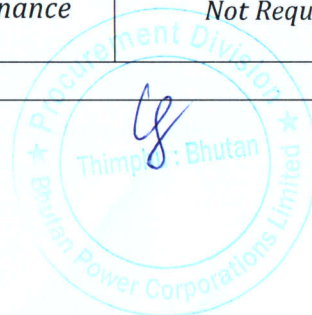


	<p>Further, the Bidder shall submit the following additional documents with its Bid:</p> <p>a) <i>Copies of valid Trade License</i>  b) <i>Latest Tax Clearance Certificate</i>  c) <i>Manufacturing License in case OEM (original equipment manufacturer) bids directly</i></p>
15.1	Alternative Bids shall <b>not</b> be permitted.
16.3	<p>The Bidder shall quote prices in <b>DDP</b> (Delivered Duty Paid) for all the lots/items as per incoterm 2020.</p> <p>Notwithstanding any possible misinterpretation/ambiguity in interpretation, it is explicitly clarified that the offered prices shall be all inclusive covering all costs including but not limited to transportation, insurance, taxes and duties and any other costs for delivery of the materials to the Purchaser at the designated place of delivery/destination.</p> <p><i>However, unloading of the materials at the place of destination shall be under the scope of supplier. The Purchaser shall issue the certificate upon acceptance of the Goods in good condition.</i></p>
16.3 (a) (iii)	Place of Destination: Central Stores, Pasakha, Phuentsholing, BPC, Bhutan.
16.3 (b) i, ii, & iii	The price shall be inclusive of all taxes, duties and incidental charges that are applicable both inside and outside the purchaser's country.
16.5	Bids are being invited for lot/Item.
18.1	The prices quoted by the Bidder <i>shall not be adjustable</i> except under the circumstances specified under Clause 38.3 (e)
19.1, 19.2 and 19.3	<p>Bid Prices shall be quoted in <b>Ngultrum</b> for goods offered from Bhutan, in <b>Indian Rupees</b> for goods offered from India; and in US dollar/major foreign currencies for goods offered from other Countries.</p> <p>Bid Prices expressed in Indian currency and US Dollars/major foreign currencies shall be accepted and evaluated in accordance to ITB 38. For bid evaluation purpose the exchange rate will be based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority (RMA) of the Kingdom of Bhutan on the day of bid opening or the immediate preceding date as posted by the RMA.</p>
20.1	<p><b>Technical Specifications</b></p> <p>The minimum technical specification (where ever required) are detailed out under respective <b>Lot</b> and <b>Price schedule</b>. Any technical deviation shall be brought out in the deviation sheet provided.</p>





20.2	<p>Guaranteed Technical Specifications (GTPs) "is" required /to be offered if any</p> <table border="1" data-bbox="457 235 1458 488"> <thead> <tr> <th data-bbox="457 235 1121 291">Lot Description</th> <th data-bbox="1121 235 1458 291">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="457 291 1121 347"><i>Lot 1: Office Equipment</i></td> <td data-bbox="1121 291 1458 347"><i>Required</i></td> </tr> <tr> <td data-bbox="457 347 1121 403"><i>Lot 2: Computers and Server</i></td> <td data-bbox="1121 347 1458 403"><i>Required</i></td> </tr> <tr> <td data-bbox="457 403 1121 488"><i>Lot 3: Miscellaneous items for the maintenance of Transformers</i></td> <td data-bbox="1121 403 1458 488"><i>To be offered if any</i></td> </tr> </tbody> </table> <p>a) <i>The bid for that item(s)/Lot(s) shall be rejected if there is a major deviation to the GTP requirement.</i></p> <p><i>The bidders are required to duly fill up the GTP forms provided in the bidding document. The catalogue/brochures of the items shall not be considered as GTP of the item. Further, if there are discrepancies between the item catalogue/brochures and the offered GTP, then GTP shall prevail.</i></p> <p><i>For convenience purpose, the GTP in Excel format is attached herewith. The GTP must be seal, sign and fill up without any alteration to its format.</i></p> <p>b) <i>For the item(s)/Lot(s) of which GTP forms are not provided under respective lot, the bidders may submit the catalogue or drawings for individual items or offer GTP if there is any.</i></p>	Lot Description	Remarks	<i>Lot 1: Office Equipment</i>	<i>Required</i>	<i>Lot 2: Computers and Server</i>	<i>Required</i>	<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>To be offered if any</i>
Lot Description	Remarks								
<i>Lot 1: Office Equipment</i>	<i>Required</i>								
<i>Lot 2: Computers and Server</i>	<i>Required</i>								
<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>To be offered if any</i>								
20.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc.): <b>Not Applicable</b>								
21.1	<p>Financial Capability</p> <p>The Bidder shall furnish documentary evidence that it meets the financial requirement(s): <b>Not Applicable</b></p>								
21.2	<p>Experience and Technical Capacity</p> <p>The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): <i>ISO Certificate, list of previous clients, relevant catalogues, notarized test certificates, list of past performance certificates and manufacturer's profile for all new brands that are introduced in BPC.</i></p>								
21.3(a)	<p>Manufacturer's Authorization (MA) "is" required/Not Required</p> <table border="1" data-bbox="462 1668 1466 1921"> <thead> <tr> <th data-bbox="462 1668 1125 1724">Lot Description</th> <th data-bbox="1125 1668 1466 1724">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="462 1724 1125 1780"><i>Lot 1: Office Equipment</i></td> <td data-bbox="1125 1724 1466 1780"><i>Required</i></td> </tr> <tr> <td data-bbox="462 1780 1125 1836"><i>Lot 2: Computers and Server</i></td> <td data-bbox="1125 1780 1466 1836"><i>Required</i></td> </tr> <tr> <td data-bbox="462 1836 1125 1921"><i>Lot 3: Miscellaneous items for the maintenance of Transformers</i></td> <td data-bbox="1125 1836 1466 1921"><i>Not Required</i></td> </tr> </tbody> </table>	Lot Description	Remarks	<i>Lot 1: Office Equipment</i>	<i>Required</i>	<i>Lot 2: Computers and Server</i>	<i>Required</i>	<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>Not Required</i>
Lot Description	Remarks								
<i>Lot 1: Office Equipment</i>	<i>Required</i>								
<i>Lot 2: Computers and Server</i>	<i>Required</i>								
<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>Not Required</i>								



	<p>a) <i>The bid for that item(s)/Lot(s) shall be rejected if the Manufacturer's Authorization is not submitted for which the Manufacturer's Authorization is required.</i></p> <p>b) <i>The Bidders are to mention the brand and origin of goods in the price schedule and submit the Manufacturer's Authorization accordingly.</i></p> <p>c) <i>The brands (restricted/) are mentioned in the price schedule and bidders are to quote accordingly. Item/lots for which brands are restricted, no alternative/ substitute brand shall be accepted and shall be considered as non-responsive for that particular item/lot.</i></p>								
21.3 (b)	After sales maintenance, repair, spare parts stocking and related services: <b>are not Required</b> , and the Bidder therefore is <i>not required</i> to be represented by a suitably equipped and able agent in Bhutan.								
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted: <b>Not Applicable</b>								
22.1	The Bid validity period shall be 90 days from the last date of bid submission i.e., up to <b>July 03, 2023</b> .								
23.1	<p>The Bidder shall furnish a bid security in the amount and currencies as shown below in favour of <b>General Manager, Finance and Accounts Division, BPC</b>:</p> <table border="1" data-bbox="451 1104 1450 1357"> <thead> <tr> <th>Lot Description</th> <th>Amount (Nu.)</th> </tr> </thead> <tbody> <tr> <td><i>Lot 1: Office Equipment</i></td> <td><i>8,000.00</i></td> </tr> <tr> <td><i>Lot 2: Computers and Server</i></td> <td><i>62,000.00</i></td> </tr> <tr> <td><i>Lot 3: Miscellaneous items for the maintenance of Transformers</i></td> <td><i>32,000.00</i></td> </tr> </tbody> </table> <p>Preferably Bid Security should be submitted for the individual lots. Combined Bid Security would be also accepted. However, if the combined Bid Security is not sufficient in terms of total amount, the offer for the entire quoted lots would be treated as non-responsive as per ITB 23 and not considered for further evaluation.</p> <p><b><i>For e-bids, bidders shall submit the Bid Security in original form to Procurement Division (PD), Thimphu/ Regional Store (RS), Gelephu/Central Stores (CS), Phuentsholing on or before the deadline for the submission of bids and also upload the scan copy of bid security in the <a href="http://www.tender.bt">www.tender.bt</a> website</i></b></p>	Lot Description	Amount (Nu.)	<i>Lot 1: Office Equipment</i>	<i>8,000.00</i>	<i>Lot 2: Computers and Server</i>	<i>62,000.00</i>	<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>32,000.00</i>
Lot Description	Amount (Nu.)								
<i>Lot 1: Office Equipment</i>	<i>8,000.00</i>								
<i>Lot 2: Computers and Server</i>	<i>62,000.00</i>								
<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>32,000.00</i>								
23.5	The Bid Security validity period shall be valid till <b>August 02, 2023</b> .								
24.1 & 25.1	In addition to the original Bid, the number of copies is: <b>Not Applicable</b>								





25.2(b)	<p>For bid submission purposes only, the Purchaser's address is:  <i>Attention: The General Manager</i>  <i>Address: Procurement Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i></p>								
25.3	<p>Mode of Tendering is <b>Single Stage – One Envelope Process.</b></p>								
25.8	<p>Bidders are required to submit e-bids through e-procurement system (<a href="http://www.tender.bt">www.tender.bt</a>).</p> <p>Bidders have to visit website <a href="http://www.tender.bt">www.tender.bt</a> for vendor registration if the vendor has not registered in the e-procurement platform and submit the bid online. The user manual for vendor registration and bidding process is available for download from website <a href="http://www.tender.bt">www.tender.bt</a></p>								
26.1	<p>The deadline for the submission of Bid is: <b>April 04, 2023 at 14:00 hours</b></p>								
29.1	<p>The Bid Opening shall take place at:          Address: Conference Hall, Head Office, BPC, Thimphu          Date : April 04, 2023          Time : 14:30 Hours          Venue : BPC Conference Hall</p>								
37.1	<p>A margin of five percent (5%) Domestic Preference: <b>Not Applicable</b></p>								
38.3 (a)	<p>Evaluation of the bid will be done as below:</p> <table border="1" data-bbox="449 1128 1407 1379"> <thead> <tr> <th data-bbox="449 1128 1084 1182">Lot Description</th> <th data-bbox="1084 1128 1407 1182">Amount (Nu.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="449 1182 1084 1240"><i>Lot 1: Office Equipment</i></td> <td data-bbox="1084 1182 1407 1240"><i>Item Wise</i></td> </tr> <tr> <td data-bbox="449 1240 1084 1299"><i>Lot 2: Computers and Server</i></td> <td data-bbox="1084 1240 1407 1299"><i>Item Wise</i></td> </tr> <tr> <td data-bbox="449 1299 1084 1379"><i>Lot 3: Miscellaneous items for the maintenance of Transformers</i></td> <td data-bbox="1084 1299 1407 1379"><i>Lot wise</i></td> </tr> </tbody> </table> <p><i>A lot/item with an alternative price shall be rejected and that lot/item shall not be considered for further evaluation.</i></p> <p><i>For item wise evaluation, Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder. <b>The bidders are required to quote all the sub- items under the item and missing of any sub-item shall be considered as non-responsive for the particular item</b></i></p> <p><i>For lot wise evaluation, in case some items are not quoted for a particular lot and if it is determined that the non-quoted items are not a major component or do not form an integral element of the lot, the corporation reserve the right to evaluate the items considering the cost is included. The supplier shall supply the non-quoted items without any cost loading rate.</i></p>	Lot Description	Amount (Nu.)	<i>Lot 1: Office Equipment</i>	<i>Item Wise</i>	<i>Lot 2: Computers and Server</i>	<i>Item Wise</i>	<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>Lot wise</i>
Lot Description	Amount (Nu.)								
<i>Lot 1: Office Equipment</i>	<i>Item Wise</i>								
<i>Lot 2: Computers and Server</i>	<i>Item Wise</i>								
<i>Lot 3: Miscellaneous items for the maintenance of Transformers</i>	<i>Lot wise</i>								





38.3(e)	<p>The adjustments shall be determined using the following criteria:</p> <p>(a) Deviation in Delivery schedule: <i>Yes</i></p> <p><i>No credit will be given to earlier delivery but Bids offering late delivery schedules (LDS) will be accepted but the Bids shall be adjusted for the purpose of the bid evaluation only adding at the rate of @one (1) percent of the bid price for each week of delay to the bid price. Bids offering delivery schedules beyond 1 (one) month of the delivery period shall be rejected.</i></p> <p>(b) Deviation in payment schedule: NA</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: NA</p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: NA</p> <p>(e) The projected operating and maintenance costs during the life of the equipment: NA</p> <p>(f) The performance and productivity of the equipment offered: NA</p>
38.6	Bidders shall be allowed to quote prices for one or more lots. The price schedule must be completed without any alteration to its format.
44.2 & 45.1	The successful Bidder shall submit the performance security and sign the Contract <b>within fifteen</b> (15) days after the issuance of the Notification of Award.





༄༅། །འབྲུག་མི་སེར་སྐྱོན་གཞི་བཟུང་ཚད།

**DRUK HOLDING & INVESTMENTS LTD.**

GROUP STANDARD BIDDING DOCUMENT

GOODS (SCC)



***Tender Reference: BPC/PD/Office Equipment/2023/04 dated March 11, 2023***



Contents

**SECTION V SPECIAL CONDITIONS OF CONTRACT .....1**





## 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)	Place of Destination: Central Stores, Pasakha, Phuentsholing, Bhutan. The Consignee is:  The Sr. Manager, Central Stores, Bhutan Power Corporation Limited, Phuentsholing, Bhutan Email: <a href="mailto:karma.dorji@bpc.bt">karma.dorji@bpc.bt</a> Contact No: 17699287
1.1 (xvix)	The Purchaser is: Procurement Division, 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: <b>Not Applicable</b>
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 <b>notarised</b> 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 Division Bhutan Power Corporation Limited Thimphu, Bhutan  Telephone : 00975-2-326289/336046 E-mail address : <a href="mailto:gorabdorji@bpc.bt">gorabdorji@bpc.bt</a> Copy to : <a href="mailto:psd.bpc.thimphu@gmail.bt">psd.bpc.thimphu@gmail.bt</a>
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 <i>“shall not”</i> be adjustable



14.1	<p><b>Terms of Payment</b></p> <p>Payment shall be made through proper banking channels and the responsibilities of payment transfer and transfer charges lie on the Suppliers.</p> <p><b>Advance Payment:</b> Maximum of ten percent (10%) 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><b>On Acceptance:</b> Eighty percent (80%) 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><b>Retention Payment:</b> 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, prior to the expiry of defect liability period, the payment shall be released to the Supplier on furnishing 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 the 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	<p>Tax Deducted at Source (TDS) shall be deducted as per the regulations of Ministry of Finance, RGoB, Bhutan.</p>
16.1	<p>The amount of the Performance Security shall be: <b>Ten percent (10%) of contract value</b></p>
16.3	<p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> <li>(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></li> <li>(ii) <i>Cash warrant,</i></li> <li>(iii) <i>Demand Draft, or</i></li> <li>(iv) <i>Bank Transfers</i></li> </ul> <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 institution located in the Purchaser's country to make it enforceable.</p> <p>The performance security shall be renewed by the supplier in the event the delivery is delayed beyond the contract period.</p>





20.1	<p><b>Part Delivery</b></p> <p>Part delivery shall be not accepted for the goods which are required to be used together. Payment shall be made only if those goods which need to be used together are supplied completely</p> <p><b>Incomplete Delivery</b></p> <p>In the event, the goods are not delivered in full quantity as per the contract, the equivalent performance security amount of undelivered goods shall be forfeited.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>(i) Copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;</li> <li>(ii) Suppliers Good Issues Note (Challan);</li> <li>(iii) Copy of import declaration form (B-Form) in Bhutan;</li> <li>(iv) Original tax paid receipt in Bhutan.</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Packing List;</li> <li>(vii) Inspection report/Test Certificate</li> </ul>
22.2	Subcontracting: <b>Not Applicable</b>
25.1	<p>The inspections and tests: <b>Not Applicable</b></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: <b>Not Applicable</b>
26.2	<p>The packing, marking and documentation within and outside the packages:</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 <b>Technical Requirements</b> and in any subsequent instructions ordered by the Purchaser.</p>
27.1	<p>Responsibility for transportation of the Goods shall be as specified in the <b>Incoterms 2020</b>.</p> <p><i>However, unloading of the materials at Central Stores (CS), Pasakha, Phuentsholing, Bhutan shall be under the scope of supplier. The CS shall issue the certificate upon acceptance of the Goods in good condition.</i></p>



28.3	<p>The period of validity of the Warranty: Twelve (12) months from the date of acceptance of goods at the place of destination.</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 it enforceable.</i></p>
28.4 & 28.5	<p>The period for repair or replacement: As specified in the notification</p> <p><b>Defective</b></p> <p>The goods which are rejected by BPC due to inferior quality, not as per technical specification, defects and other reasons shall be replaced by supplier within the duration specified by purchaser.</p> <p>If the goods become defective within the warranty period the supplier shall repair/replace the goods as per the notification issued by purchaser failing which the purchaser shall forfeit the Retention money/equivalent bank guarantee retained with the purchaser.</p>
29.1	<p>The applicable rate for liquidated damages for delay: <b>0.3 % per day.</b></p> <p>The maximum amount of liquidated damages: <i>10% of the contract price</i></p>
31.1	<p>The insurance coverage shall be in the scope of supplier.</p>

