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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS (SCC)

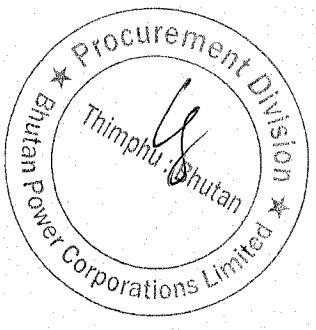
BPC
dhi Company

Tender Reference: BPC/PD/LAPTOP/2023/15 dated April 05, 2023

Bhutan Power Corporations Limited ★ Procurement Division ★ Thimphu, Bhutan

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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: BPC Head Office, Thimphu, Bhutan. The Consignee is: The General Manager Procurement Division Bhutan Power Corporation Limited,
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: ***Not Applicable***
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: *"English".* 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 Division Bhutan Power Corporation Limited Thimphu, Bhutan Telephone : 00975-2-326289/336046 E-mail address : *gorabdorji@bpc.bt* Copy to : *psd.bpc.thimphu@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

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14.1	**Terms of Payment** Payment shall be made through proper banking channels and the responsibilities of payment transfer and transfer charges lie on the Suppliers. ***Advance Payment:*** 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. ***On Acceptance:*** 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. ***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, 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. 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.
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	The types of acceptable Performance Securities are: *(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* *(ii) Cash warrant,* *(iii) Demand Draft, or* *(iv) Bank Transfers* 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. The performance security shall be renewed by the supplier in the event the delivery is delayed beyond the contract period.

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20.1	***Part Delivery*** 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 ***Incomplete Delivery*** 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. Details of Shipping and other Documents to be furnished by the Supplier are: *(i) Copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;* *(ii) Suppliers Good Issues Note (Challan);* *(iii) Copy of import declaration form (B-Form) in Bhutan;* *(iv) Original tax paid receipt in Bhutan.* *(v) Manufacturer's or Supplier's warranty certificate;* *(vi) Packing List;* *(vii) Inspection report/Test Certificate*
22.2	Subcontracting: ***Not Applicable***
25.1	The inspections and tests: ***Not Applicable*** 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.
25.2	Inspections and tests shall be conducted at: ***Not Applicable***
26.2	The packing, marking and documentation within and outside the packages: 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. 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 ***Technical Requirements*** and in any subsequent instructions ordered by the Purchaser.
27.1	Responsibility for transportation of the Goods shall be as specified in the **Incoterms 2020**.

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28.3	The period of validity of the Warranty: Twelve (12) months from the date of acceptance of goods at the place of destination. 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. Or 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. *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.*
28.4 & 28.5	The period for repair or replacement: As specified in the notification ***Defective*** 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. 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.
29.1	The applicable rate for liquidated damages for delay: ***0.3 % per day.*** The maximum amount of liquidated damages: *10% of the contract price*
31.1	The insurance coverage shall be in the scope of supplier.

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