Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement 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 Purchaser's country is: **Bhutan**
GCC 1.1(k)	The Purchaser is: **Ministry of Education and Skills Development (MoESD)**
GCC 1.1 (q)	The Site is: **RDTC, Zhemgang**
GCC 4.2 (b)	The version of Incoterms shall be: **2020**
GCC 5.1	The language shall be: **English** The language for translation of supporting documents and printed literature is: **English**
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Project Director, PMU, PESJP, DWPSD, MoESD** Street address: **Thimphu** Country: **Bhutan** Telephone: **02335923** E-mail: **prinzin@moesd.gov.bt**
GCC 9.1	The governing law shall be: **Law of the Kingdom of Bhutan**
GCC 10.2	The formal mechanism for the resolution of disputes shall be: **Arbitration** **For a contract with a Foreign Supplier:** **Arbitration Rules of the Singapore International Arbitration Centre** Place of arbitration: **Singapore** **For a contract with a Local Supplier:** **Bhutan Alternative Dispute Resolution Center (BADRC)** Place of arbitration: **Thimphu**
GCC 11.1	The Scope of Supply shall be defined in: **Procurement of Lab Equipment for RDTC Floriculture and Medicinal Plants**
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: **For Goods from outside the Purchaser's country:** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company in writing the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the

	following documents to the Purchaser, with a copy to the Insurance Company: a) Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Negotiable, clean, on-board bill of lading/lorry receipt marked "freight/charges prepaid" and two copies of non-negotiable bill of lading/lorry receipt; c) Three copies of the packing list identifying contents of each package; d) insurance certificate; e) Manufacturer's or Supplier's warranty certificate; f) Certificate of origin The Purchaser shall receive the above documents at least 1 week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. For Goods from within the Purchaser's country: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: a) A copy of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Delivery note, railway receipt, or truck receipt; c) Manufacturer's or Supplier's warranty certificate; d) Certificate of origin. The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses
GCC 15.2	The price adjustment shall be: **NA**

GCC 16.1	Payment of the Contract Price shall be made in the following manner: **For Goods and Related Services supplied from outside the Purchaser's country:** a) **Advance Payment**: If the bidders require advance payment (optional), 10% of the Contract Price within 28 days of signing of the Contract may be paid to the supplier. However, the payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security (unconditional bank guarantee) in the form of a bank guarantee for an amount equal to the amount of payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). b) **On Shipment**: The Purchaser shall pay the Supplier 80% of the Contract Price of the Goods shipped through telegraphic transfer in Ngultrum, upon submission of documents specified in SCC Clause 12.1. c) **On Acceptance**: 10% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser. **For Goods and Related Services supplied from within the Purchaser's country:** a) **Advance Payment**: 10% of the Contract Price within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security (unconditional bank guarantee) in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). b) **On Delivery**: The Purchaser shall pay the Supplier 80% of the Contract Price of the Goods shipped through telegraphic transfer in Ngultrum, upon submission of documents specified in SCC Clause 12.1. c) **On Acceptance**: 10% of the Contract Price of Goods received shall be paid within 28 days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
GCC 16.4	The currencies for payments shall be: **Ngultrum**

GCC 18.1	The Supplier shall provide a Performance Security of **10%** percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: **Ngultrum**
GCC 18.3	The forms of acceptable Performance Security are: **A bank guarantee issued by a reputable bank located in the Purchaser's country, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms).**
GCC 18.4	Discharge of the Performance Security shall take place: **A bank guarantee issued by a reputable bank located in the Purchaser's country, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms).**

GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: **Packing:** The supplied Goods shall be packed by standard protective measures. Such packing shall be suitable' for long distance transportation and well protected against dampness, moisture, shock, rust and rough handling so as to ensure that the Goods will safely arrive at the designated site without any damage due to the abovementioned reasons, and In each package there shall be one copy each of the detailed packing list and the quality certificate. **Marking:** (1) The Supplier shall mark the following on the four adjacent sides of each package with indelible paint in conspicuous English printed words: a. consignee b. contract no. c. shipping mark d. consignee code e. destination f. name of goods and item no., case no. When several items in one case, there will be insufficient area on the packing case side to provide this information. In this case, place a copy of detailed packing list in a waterproof envelope on the outside of the case. The envelope outside must provide details of the items inside the box/case. g. gross/net weight (kg) h. measurement (length x width x height in cm) (2) If any package weighs two (2) metric tons or more, the Supplier shall mark on two sides of each package in English and with appropriate transportation marks to show the "center of gravity" and "points of slinging" in order to facilitate loading, discharging and handling. According to the characteristics of the Goods and the different requirements in transportation, packages shall be marked legibly by the Supplier with words "Handle with Care", "Right Side Up", "Keep Dry", etc., and with other appropriate marks.

GCC 24.1	The insurance coverage shall be in accordance with: Pursuant to GCC, Sub clause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the DPU (Delivery at Place Unloaded), including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: **Incoterms 2020, DPU to the place specified in Section 6-Schedule of Supply (Delivery and Completion Schedule)**
GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places: At Final Destination as specified in Section 6 Schedule of supply (delivery and completion schedule). The supplier shall provide guarantee/ warranty certificate that the goods conforms to all specifications contained in the contract. All the goods will be inspected on arrival to the destination by the goods receiving committee to check if the supplied goods are as per the technical specification and the samples submitted. If the goods are not as specified in the contract terms and conditions, the goods shall not be accepted. The supplier shall take immediate steps to remedy the deficiency or replace the goods as per the technical specification within the initial delivery period. Following are details for the inspection: **Goods**: All the goods supplied as per the DS (Delivery Schedule) & PS (Price Schedule) Type of test: To check if the goods supplied are as per the technical specification. **Time**: when the goods are delivered as per the supply order and delivery schedule, **Place**: As indicated in the delivery schedule
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 0.5% per week of the undelivered portion.
GCC 27.1	The maximum amount of liquidated damages shall be: **10%** of the contract price of the undelivered items.
GCC 28.3	The period of validity of the Warranty shall be: **As indicated in the technical specification.** The place of final destination shall be: **RDTC Zhemnag**
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within **30 days** of being notified by the Purchaser of the occurrence of such defects.

GCC 30.1 (b)	The amount of aggregate liability shall be: **100% of the contract price**