



ROYAL GOVERNMENT OF BHUTAN
DZONGKHAG ADMINISTRATION
PROCUREMENT SECTION
PUNAKHA



DAP/PRO-04/2017-2018/683

Date: 28/06/2018

Terms and Conditions for the Supply of Goods and Payment.

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

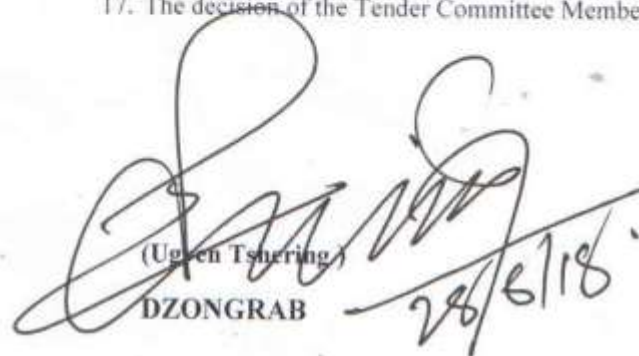
1. The Supplier shall be required to submit a performance security of lump sum Nu. 50,000/- (fifty Thousand) only in the form of **cash warrant, demand draft or unconditional Bank Guarantee** issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.
2. The supply of the goods shall be completed **within 30 days** from the date of issue of the Purchase Order, or the signing of the contract and for supply of Office/School Furniture & Computer Peripherals & Office Equipment shall be completed **within 45 days** from the date of purchase order.
3. Payment of the Invoice shall be arranged by the Purchaser, **within thirty (30) days** upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
4. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
5. Any goods found defective during the warranty period shall be replaced/repared by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the purchaser shall do it at the cost of the supplier.
6. The supplier shall pay liquidated damages at the rate of **0.1% per day** for each day of delay to a maximum of 10% of the quoted price.
7. **The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:**
 - a. If the Supplier fails to perform any other Terms and conditions specified with the Purchase Order, or exceed the maximum amount of liquidated damages.
 - b. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
8. The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be. **The security deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.**



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9. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realise the difference amount between the quoted price & market price from the security deposit.
10. The rates quoted shall be FOR/FOB/CIF, Respective Sectors, Gewogs, Hospital/BHUs and Schools for supply of office stationeries, printing forms/items. Generally the rates quoted shall be inclusive of all charges/levies/taxes which shall be borne by the suppliers (refer to SCC-1.1(k) & (GCC 13.1).
11. Bidders are required to quote only one rate for the specification mentioned in the price schedule. Different specification and double rates will not be evaluated/entertained
12. Supplier of materials for supply of Office Stationeries, Printing form/items shall be completed within 30days or as per mentioned in the supply order.
13. Broken/damaged goods shall be returned at your cost and same shall be replaced in specified time given in (refer GCC -29.6)
14. Materials to be supplied shall conform with the specifications and subject to testing as may be necessary.
15. Under specified specification /low quality /locally assembled /duplicate goods shall be rejected & shall be replaced it immediately with original ones.
16. Purchaser reserves the right to reject all or any of the quotations without assigning
17. The decision of the Tender Committee Members shall be final and binding


(Ugyen Tshering)
DZONGRAB 28/6/18

Seal & Sign of Bidder