

Section-8. 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 over those in the GCC.

GCC 1.1(k) <i>(Definitions)</i>	The Purchaser is Bangladesh Rural Electrification Board.
GCC 1.1(q) <i>(Definitions)</i>	The Final Destination(s) : The quantities and items to be delivered to the BREB central warehouses as specified in the List of Goods and Delivery Schedule in Section-6: Schedule of Supply.
GCC 4.2 (b) <i>(Interpretation)</i>	The version edition of Incoterms shall be Incoterms 2010.
GCC 5.1 <i>(Language)</i>	The language of the bid is English Language for translation of supporting documents and printed literature is English.
GCC 8.1 <i>(Notices)</i>	For <u>notices</u> , the Purchaser's address shall be: Attention: Md. Nazmul Haque, Project Director, URIDS(DMCS) Project. Address: Bangladesh Rural Electrification Board, House No: 09, 2nd Floor, Kabi Faruk Sarani, Nikunja-2, Khilkhet, Dhaka-1229. Floor No: 2nd Floor City: Dhaka-1229 Country: Bangladesh. Contract No: +8801715330100 Electronic mail address: pdrids42breb@gmail.com
GCC 9.1 <i>(Governing Law)</i>	The governing law shall be the law of The People's Republic of Bangladesh.
GCC 10.2 <i>(Settlement of Disputes)</i>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign supplier: In the case of a dispute between the Purchaser and the Supplier the dispute shall be settled by arbitration in accordance with the provision of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. Place of arbitration: Singapore International Arbitration Centre, Singapore. (b) Contracts with supplier national of the Purchaser's country: In the case of a dispute between the purchaser and a supplier who is a national of the purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Purchaser's country. Place of arbitration: Central Procurement Technical Unit(CPTU), Bangladesh.
GCC 11.1	The Goods and Related Services to be supplied shall be as specified in Section-6 (Schedule of Supply).

<p>GCC 12.1 <i>(Delivery and Documents)</i></p>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p><u>For Goods supplied from abroad as per Incoterms CIF or CIP:</u></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax 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:</p> <p>(a) 02 nos. original and 06 nos. copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) 02 nos. original and 06 nos. copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 06 nos. copies of nonnegotiable bill of lading;</p> <p>(c) 02 nos. original and 06 nos. copies of the packing list identifying contents of each package;</p> <p>(d) 02 nos. original and 06 nos. copies of insurance certificate;</p> <p>(e) 02 nos. original and 06 nos. copies of Manufacturer’s or Supplier’s warranty certificate;</p> <p>(f) 02 nos. original and 06 nos. copies of inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</p> <p>(g) 02 nos. original and 06 nos. copies of certificate of origin.</p> <p>The Purchaser shall receive the above documents at least one (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.</p> <p>For Goods from within the Purchaser’s country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <p>(a) 02 nos. original and 06 nos. copies of copies the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) 02 nos. original and 06 nos. copies of delivery note, railway receipt, or truck receipt;</p> <p>(c) 02 nos. original and 06 nos. copies of Manufacturer’s or Supplier’s warranty certificate;</p> <p>(d) 02 nos. original and 06 nos. copies of inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</p> <p>(e) 02 nos. original and 06 nos. copies of certificate of origin.</p> <p>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.]</p> <p>Notes: Original shipping documents shall be prepared in accordance with the L/C opened by BREB and in all cases it must be clearly mentioned that BREB is the importer / consignee. The No. of the L/C which will be opened in favor of the supplier by BREB must be mentioned in the original Bill of Lading and Commercial Invoice.</p>
<p>GCC 15.2 <i>(Contract Price)</i></p>	<p>The total contract price shall be fixed. Sum of good’s price & cost of related service.</p>
<p>GCC 16.1 <i>(Terms of Payment)</i></p>	<p>Payment of the Contract Price shall be made in the following manner:</p> <p><u>For Goods supplied from outside the Purchaser’s country:</u></p> <p><u>(a) Advance Payment:</u> 10% of the Contract Price within 28 days of signing of the Contract.</p> <p>Payment shall be made provided the Supplier presents a request for payment accompanied</p>

by an Advance Payment Security in the form of a bank guarantee in favor of the Supplier in a bank in its country under the ADB commitment procedure for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. If the bank guarantee issuing bank located outside the Purchaser's country, it shall have a correspondent bank located in the Purchaser's Country to make it enforceable.

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 irrevocable confirmed letter of credit opened in favor of the Supplier under the ADB commitment procedure in a bank in its country upon submission of documents specified in SCC Clause 12.1.

Customs duties and Value Added Taxes (CD & VAT) of the imported materials under the Contract (incurred at the port of entry) shall be paid by the Purchaser. However, customs formalities including appointment of, and payment to, clearing and forwarding (C&F) agent shall be done by the Supplier. Port dues and all other charges shall be borne by the Supplier.

(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.

Note: Payment will be made against each consignment (i.e. phase-1, phase-2) of goods as specified in the delivery schedule. A separate claim from Supplier to be submitted.

For Goods 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 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 irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, 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.

Note: Payment will be made against each consignment (i.e. phase-1, phase-2) of goods as specified in the delivery schedule. A separate claim from Supplier to be submitted.

For Related Services Offered from Outside and Within the Purchaser's Country:

Local Transportation, Insurance and other incidental services

Inland transportation (including port handling & port clearance charges), Insurance and other incidental charges shall be paid to the Supplier on pro-rata basis, as per the unit rates indicated in the Contract Agreement, after receipt of Goods at site and on presentation of the invoices alongwith supporting documents by the Supplier. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement.

	<p><u>Other terms of payment shall be the followings:</u></p> <p>a) In case of short supply of materials or for any rejected materials against the Contract, the excess amount of CD& VAT paid by BREB will be retained from the Supplier.</p> <p>b) Charges for the establishment or amendment to Letter of Credit shall be borne by the Purchaser; If amendment is made at the specific request of the Supplier, charges for such amendment to Letter of Credit shall be borne by the Supplier.</p>
GCC 16.4 (Terms of Payment)	Payment shall be made by the Purchaser in any freely convertible currency up to a maximum of three foreign currencies.
GCC 18.1 (Performance Security)	The amount of the Performance Security shall be 10% (Ten percent) of the contract price.
GCC 18.3 (Performance Security)	<p>The Performance Security shall be in the form of a Bank Guarantee by a reputable local banks of Bangladesh or any internationally recognized foreign bank located outside the Purchaser's Country in the format included in section-9. If the issuing bank located outside the Purchaser's country, it shall have a correspondent bank located in the Purchaser's Country to make it enforceable. The performance security must not be perforated, torn, sealed or signed by any party other than issuing bank.</p> <p>The Performance security shall be denominated in USD/ BDT or any freely convertible currency acceptable to the Purchaser.</p>
GCC 18.4 (Performance Security)	Discharge of the Performance security shall take place in accordance with GCC Sub-Clause 18.4
GCC 23.2 (Packing and Documents)	<p><u>Logo & Markings on Vehicles</u></p> <p>The packing, marking and documentation within and outside the packages shall be: The goods have to be supplied in CBU condition and are to be securely packed with sea (if anything is transport by AIR as spare parts, it should be air worthy) worthy packing and clearly marked for safe transit by Sea. The packing/marking will be done by the suppliers so that the goods will not be affected by sea water & damp weather. All goods will be marked with the following particulars and packed as bellow instruction during transportation: A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ul style="list-style-type: none"> ▪ Contract Number and date ▪ Name and address of Purchaser ▪ Country of origin ▪ Gross weight ▪ Net weight ▪ Package numbers and total number of packages ▪ Brief description of the content <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral.</p> <p>The Supplier shall provide such packing of the goods as is required to prevent their</p>

	<p>damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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. In addition, the packing shall comply strictly with special requirements.</p> <p><u>Consignee of materials:</u> Director, Clearing, Storage & Movement Bangladesh Rural Electrification Board Head Office (7th floor), Nikunja-2 Joarshahara, Khilkhet Dhaka-1229, Bangladesh.</p>
GCC 24.1 (Insurance)	<p>The insurance coverage shall be as specified in the Incoterms 2010.</p> <p>Pursuant to GCC, sub-clause 24.1, the supplier must insure the good in an amount equal to 110% (one hundred and ten percent) of the CIF or EXW price of the goods from Warehouse to Warehouse on all Risks including War Risks and Strikes.</p>
GCC 25.1 (Transportation and Incidental Services)	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms 2010.</p>
GCC 26.2 (Inspections and Tests)	<p>Inspections and Testing of the materials to be supplied shall be carried out in accordance with Sub-clause 5.1 & 5.2 (Pre-Shipment/Pre-Delivery Inspection/post landing Inspection/Delivery Inspection) specified in Section 6</p>
GCC 27.1	<p>The liquidated damage shall be: Zero point five percent (0.5%) of the contract price per week or part thereof. The maximum amount of liquidated damages shall be: Ten percent (10%) of the contract price.</p>
GCC 28.3 (Warranty)	<p>The period of validity of the warranty shall be:</p> <p>The period of validity of the Warranty shall be 01(one) year from the date of acceptance of goods by the purchaser.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be</p> <p>At PBS warehouse are specified in the List of Goods and Delivery Schedule in Section- 6: Schedule of Requirements.</p>
GCC 28.5 (Warranty)	<p>The supplier shall correct any defects covered by the Warranty within ninety (90) days of being notified by the purchaser of the occurrence of such defects.</p>
GCC 30.1(b) (Warranty)	<p>The amount of aggregate liability shall be 100% of contract price.</p>