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Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	1286100	Invitation Reference No. :	46.05.00000.000.0000.07.0082.26.207
Closing Date and Time :	16-Jun-2026 13:00	Opening Date and Time :	16-Jun-2026 13:00
Procuring Entity :	Padma Water Treatment Plant		
Brief :	Supply of paint for clarifier and related works.		
Tender/Proposal Status :	Live		

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Particular Conditions of Contract

PCC Clause

1. Definitions

1.1 (o) Procuring Entity means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;

The Procuring Entity is [insert complete name of the Procuring Entity].

1.1 (t) Site means the point(s) of delivery named in the PCC.

Sl. No	Site location	Site detailed information
1	WTP, Padma Water Treatment Plant of Dhaka WASA.	Address: Lohujang, Munshiganj, Dhaka-1530, Bangladesh

3. Communications & Notices

3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.

For notices, the Procuring Entity's contact details shall be:

Attention:
Address:
Telephone:
Facsimile number:
Electronic mail address:

For notices, the Supplier's contact details shall be:

Attention:
Address:

purchasers right to inspect, test and where appropriate reject the Goods after delivery, shall in no way be limited or waived by the reason of Goods having previously been inspected, tested or passed by the Purchaser or its representative prior the Goods shipment. All expenses related to the inspection and tests in Bangladesh shall have to be borne by the supplier. If the performance test is not satisfactory, Authority of DWASA reserves the right to reject or accept the good.

32. Warranty

32.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or such other period as may be specified in the PCC.

The period of validity of the Warranty shall be [365] days

32.7 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

The Supplier shall correct any defects covered by the Warranty within [10] of days of being notified by the PE of the occurrence of such defects.

34. Liquidated Damages

34.1 Except as provided under GCC Sub Clause 37 and 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule under GCC Clause 33, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.050	10.000

41. Termination for Default

41.7 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 41.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs as mentioned in the PCC for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

The percentage to apply to the contract value of the supply not completed, representing the PE's additional cost for completing the incomplete Supply, is [25.000] percent.

45. Settlement of Disputes

45.2 Adjudication (b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;

Adjudicator Name *	Fees *	The name of the appointing authority of the Adjudicator *
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