

corrected or replaced by new goods as per specification which will be inspected accordingly. If results of physical inspection are found satisfactory, inspection committee will select 1(one) sample from each item or required samples from each item randomly and send to F.M. Division for performance tests. If performance tests are found satisfactory, the goods will be accepted. If the performance tests of samples are not satisfactory, the supplier shall have to take back the goods of that item at his expenses. All expenses related to the tests & inspection in Bangladesh or abroad shall have to be borne by the supplier. The PE's 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 PE or its representative prior to the Goods shipment.


 মোঃ মাজহারুল ইসলাম
 নির্বাহী প্রকৌশলী
 সংগ্রহ বিভাগ-২
 ঢাকা ওয়াশা

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 [15] 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 [20.000] 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 *
Deputy Managing Director (O&M), Dhaka WASA.	5000.000	The name of the appointing authority of the Adjudicator: Managing Director, Dhaka WASA.

45.2 (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within fourteen (14) days of receipt of a request from either Party.

In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).

45.3(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

The arbitration shall be conducted in the place mentioned below;

[The arbitration shall be conducted in the place mentioned below; [The arbitration shall be conducted in the place mentioned below; [The arbitration shall be conducted in the place mentioned below; [Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215]]]]

স্বাক্ষরিত
নির্বাহী প্রকৌশলী
সংগ্রহ বিভাগ-২
ঢাকা ওয়াসা

