

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 মাহেবুল ইসলাম
নির্বাহী প্রকৌশলী
সংগ্রহ বিভাগ-২
ঢাকা-১২১৫

33. Warranty

33.3 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 other such period as may be specified in the PCC.

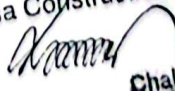
The period of validity of the Warranty shall be [365] days

33.6 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 PE.

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.

35. Liquidated Damages

35.1 Subject to GCC Clause 34 and 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, 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 of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. 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


Mohalisa Construction Ltd.
Chairman