

Clause

	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 : 1 (One) year from the final acceptance by Dhaka WASA. If any defect is found within the warranty period a new one will replace the defective one by the supplier within the time specified in ITT 33.6. 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 (fifteen) days of being notified by the PE of the occurrence of such defects.
GCC Clause	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 Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities. The amount of Liquidated Damages is 0.07 of ONE (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay. Guide to application of GCC Sub Clause 35.1 above [Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae $T = V \times P \times n$ Where; T = Total amount of Liquidated Damages V = Contract Value of undelivered Goods or any part thereof, delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay n = No of days delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable. The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is ten (10) percent of the final Contract Price of the whole of the Goods and related services. The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is [insert ≤ ten (10)] percent of the final Contract Price of the whole of the Goods and related services.
GCC Clause	47. Settlement of Disputes (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 name of the Adjudicator: DMD(O&M), Dhaka WASA. The name of the appointing authority of the Adjudicator: Managing Director, Dhaka WASA. (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. Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215

স্বাক্ষরিত
নির্বাহী প্রকৌশলী
কাজের বিভাগ-২
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