

Name of STD :	e-PG2
Procurement Type :	Goods
Section :	General Conditions of Contract (GCC)

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1. Definitions	1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term: (a) Completion Schedule means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract; (b) Contract Agreement means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein; (c) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto; (d) Contract Price means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; ; (e) Day means calendar days unless otherwise specified as working days; (f) Delivery means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract; (g) Goods means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves ; (h) Government means the Government of the People's Republic of Bangladesh; (i) Procuring Entity means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds; (j) Related Services means Services linked to the supply of Goods contracts; (k) Supplier means a Person under contract with a Procuring Entity for the supply of Goods and related Services under the Act; (l) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
2. Corrupt, Fraudulent, Collusive or Coercive Practices	2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

	(a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006); (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008; (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127. 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
3. Documents Forming the Contract & the order of precedence	3.1 The following documents forming the Contract shall be in the following order of precedence, namely : (a) signed Contract Agreement; (b) e - Notification of Award; (c) completed e-Tender; (d) Particular Conditions of Contract; (e) General Conditions of Contract; (f) Technical Specifications and Compliance of Goods and related services; (g) Price and Delivery Schedule for Goods; (h) Price and Completion Schedule for Related Services and ; (i) Other Documents as appropriate.
4. Assignment of Rights	4.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part.
5. Supplier's Responsibilities	5.1 Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the PCC .
6. Procuring Entity's Responsibilities	6.1 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
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7. Acceptance	7.1 Acceptance by the Procuring Entity shall be completed in the form of

	an Acceptance Certificate, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply. 7.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity must commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.
8. Contract Price	8.1 The Contract Price shall be specified in the PCC .
9. Transportation	9.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements.
10. Terms of Payment	10.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: On Delivery and Acceptance: 100% percent of the Contract Price of the Goods delivered shall be paid after submission of documents specified in GCC Clause 5, supported by the Acceptance Certificate issued by the Procuring Entity as per GCC Clause 7
11. Performance Security	11.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 11.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations as stated under GCC Clause 13, provided that there are no claims filed against the supplier.
12. Inspections & Tests	12.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods and related services as are specified in the Contract.
13. Warranty	13.1 A warranty shall be required from the Supplier for a minimum period as may be specified in the PCC .
14. Delays in Delivery and Extensions of Time	14.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract. 14.2 The Procuring may extend original contract time, the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 17.
15. Liquidated Damages	15.1 Subject to the grant of time extensions by Procuring Entity, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5 percent of the Contract Price of the delayed Goods or unperformed Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction (10% of the Total Contract Price). Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 16.
16. Termination for Default	16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

	(a) The Supplier fails to perform any other obligation under the Contract; (b) If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 2, in competing for or in executing the Contract; (c) When deductible amount due to liquidated damage reaches its maximum as stated under GCC Clause 15. 16.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated damages and other, if there are grounds for the latter.
17. Contract Amendment	17.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties. 17.2 The Procuring Entity, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.
18. Settlement of Disputes	18.1 Amicable Settlement: The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.