breakdown estimate, upon issue of the Operational Acceptance Certificate (OAC) as specified in GCC Sub-Clause 43.3, will be made after receipt of invoice/claim bill duly verified by Consignee and the concerned Design/Inspection authority of WZPDCL, certified by Engineer and approved by the Authorized Officer, WZPDCL.

iii. On Final Payment / Defects Correction Certificate: Ten percent (10%) of the total or pro rata value of work for individual sub-station's performed satisfactorily by the Contractor as identified in the said Program of Performance or in Contractors' breakdown estimate, upon successful expiry of the applicable Defect Liability Period under GCC Sub-Clause 45.2 and certification by the Project Director in the form of a Defects Correction Certificate in accordance with GCC Sub-Clause 64.2, will be made after receipt of invoice/claim bill duly verified by Consignee and the concerned Design/Inspection authority of WZPDCL, certified by Engineer and approved by the Authorized Officer, WZPDCL.

Schedule No. 5 - Installation and other Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

i. Advance Payment: Ten percent (10%) of the total installation and other services amount as an advance payment against receipt of invoice, and an irrevocable unconditional advance payment security for the equivalent amount made out in favor of the Procuring Entity, in accordance with GCC Clause 62. The advance payment security shall remain valid until the advance payment has been fully recovered and shall be reduced in accordance with GCC Sub-Clause 62.2.

ii. **On monthly Progress Report:** Seventy percent (70%) of the measured value of Installation and Services work performed satisfactorily by the Contractor, as identified in the said Program of Performance or in Contractors' breakdown estimate, during the preceding month, will be made monthly after receipt of invoice/claim bill duly verified by Consignee, certified by Engineer and approved by the Authorized Officer, WZPDCL.

v. On Operational Acceptance Certificate /OAC: Ten percent (10%) of the total or pro rata value of installation services for individual sub-station's performed by the Contractor as identified in the said Program of Performance or in Contractors' breakdown estimate, during the preceding month, upon issue of the Operational Acceptance Certificate (OAC) as specified in GCC Sub-Clause 43.3, will be made after receipt of invoice/claim bill duly verified by Consignee, certified by Engineer and approved by the Authorized Officer, WZPDCL.

vi. On Final Payment / Defects Correction Certificate: Ten percent (10%) of the total or pro rata value of installation services for individual sub-station's performed by the Contractor as identified in the said Program of Performance or in Contractors' breakdown estimate, during the preceding month, upon successful expiry of the applicable Defect Liability Period under GCC Sub-Clause 45.2 and certification by the Project Director in the form of a Defects Correction Certificate in accordance with GCC Sub-Clause 64.2, will be made after receipt of invoice/claim bill duly verified by Consignee, certified by Engineer and approved by the Authorized Officer, WZPDCL.

(B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows:

Payments under this Contract shall be effected in the currency of the Tender for Foreign Currency and in Taka for local currency.

1 **Local Currency [BDT]**

Payment of Local currency portion (where applicable) shall be made direct through transfer [EFT] of fund to Contractor's account or through cheque. Payment shall be made direct through Consignee.

2 **Foreign Currency**

Payment of foreign currency portion shall be made through Letter of Credit (L/C) opened in favour of the contractor/supplier in a schedule Bank of Bangladesh.

BANKING CHARGES:

- Letter of Credit opening and other charges including amendment charges within Bangladesh shall be borne by WZPDCL and those outside Bangladesh shall be borne by the contractor/supplier.
- The supplier shall have to bear all such charges both inside and outside Bangladesh in case of extension of L/C if done at the request of the contractor/supplier.
- Taxes and Duties: Taxes, customs duties, VAT, fees, levies and related adjustments shall be governed by GCC Clause 65 and the PCC.

3 **Invoices**

The Contractor shall submit invoices (original) in triplicate to the Project Director whenever an invoice is required to be submitted as per provision of this Contract. Invoices should be duly certified by the Project Director.

4 **Documentation Required for Payment**

Submission of the relevant shipping/delivery documents shall be in accordance with GCC Sub-Clause 39.3(iii), the PCC, and the Procuring Entity's Requirements, as applicable.

Details of shipping and documents to be furnished by the Contractor/Supplier shall be:

"For Schedule No. 1 - Plant and Equipment Supplied from Abroad / Goods supplied from broad as per INCOTERM CIP:"

Upon shipment, the Contractor/Supplier shall notify the Purchaser by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Contractor/Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:

(a) 7 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

(b) original and 8 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 8 copies of non-negotiable bill of lading where applicable;

(c) 8 copies of the packing list identifying contents of each package;

(d) insurance certificate;

(e) Manufacturer's or Supplier's warranty certificate;

(f) Inspection certificate, issued by the nominated inspection agency or purchaser inspection team, and the Supplier's factory inspection report; and

(g) Certificate of origin.

(h) Shipping advice issued by the Consignee.

(i) Truck Challan;

The Employer/Consignee shall receive the above documents at least one week before arrival of Goods at the port and, if not received, the Supplier will be responsible for any consequent expenses.

The negotiable sets of documents shall be originals signed by the Supplier. The Commercial Invoice is to show material value plus freight as applicable.

The Employer/Consignee shall receive the shipping documents at the latest one-week before arrival of cargoes at the airport of Dhaka or any sea/land port of entry in Bangladesh.

The shipping documents shall be supplied to as follows:

No.	Recipient	Sets
1	Executive Director (Finance), WZPDCL, Khulna	2 (Two) sets
2	Project Director, Grid Power Evacuation System Development Project (GPESDP), WZPDCL, Khulna	2 (Two) sets
3	Deputy General manager (Accounts), HQ, WZPDCL, Khulna	2 (Two) sets
4	Manager (Accounts), GPESDP, WZPDCL, Khulna	2 (Two) sets

No goods should be shipped or delivered without prior instruction (shipping advice) from the Employer/Consignee.

For Goods from within the Purchaser's country as per INCOTERM EXW:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Employer/Consignee and send the following documents to the Employer/Consignee:

(a) 7 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

(b) 7 copies delivery note, railway receipt, or truck receipt;

(c) 3 copies Manufacturer's or Supplier's warranty certificate;

(d) 7 copies inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(e) 7 copies certificate of origin.

The Employer/Consignee, shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

(C) Payment Procedure for monthly Progress Report against Civil, Installation & Services work:

On or about the first day of each month the Contractor will prepare a bill in prescribed form of the value (As per Breakdown estimate submitted by Contractor) for the Civil/Installation & Services work done up-to such date. The estimated cost of Civil/Installation & Services work which, do not conform to the specifications will be deducted from the billed amount. Payment will be made to the Contractor as stipulated above. Such intermediate payment shall be regarded as payment by way of advance against the final payment for work actually done and shall not preclude the requiring of bad, unsound and imperfect work to be removed and reconstructed. Such payments shall not be considered as admission that the Contract performance has been completed nor shall it indicate the accruing or any claim, or shall it conclude, determine or affect in any way the powers of WZPDCL under this Contract to final settlement and adjustment of the account or in any other way vary or affect the Contract.

Contractor's Breakdown Estimate

The Contractor shall prepare and submit to the Consignee for approval a breakdown estimate for and covering each lump-sum price stated in the Contract. The breakdown estimate, showing the value of each kind of service shall be certified by Consignee and approved by the Engineer before any partial payment estimate is prepared. Such items as bond premium, temporary facilities and plant may be listed separately in the breakdown estimate, provided that their cost can be substantiated.

The sum of the items listed in any breakdown estimate shall equal the Contract lump-sum price or prices, overhead and profit shall not be listed as separate items.

Documentation for progress payments shall be supported by the following documents:

(a) One counterpart of a Work Progress Certificate signed by the Contractor and jointly countersigned by the Owner's Engineer and the Project Director.

(b) The Contractor shall submit all Work Progress Certificates to both the Owner's Engineer and the Project Director simultaneously by registered air mail. The Owner's Engineer and the Project Director will either countersign or reject a Work Progress Certificate within a maximum period of thirty (30) days from the date of receipt of such Certificate by him. If the Owner's Engineer and the Project Director or either shall fail either to countersign or to reject a Work progress Certificate within the said thirty (30) days period, the Contractor shall notify the Project Director by cable of the delay in the approval from the Site; and the Project Director will either countersign the Work Progress Certificate in question or assign his reasons