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Tender/Proposal Detail			
Tender/Proposal ID :	1333735	**Invitation Reference No. :**	27.22.4785.800.17.001.26.150 date:06/10/2026
Closing Date and Time :	23-Nov-2026 14:00	**Opening Date and Time :**	23-Nov-2026 14:00
Procuring Entity :	Office of the Project Director, Grid Power Evacuation System Development, WZPDCL, Khulna		
Brief :	Design, Supply, Installation, Testing and Commissioning of Six (6) New Grid-Adjacent GIS Switching Stations at Meherpur, Maheshpur, Bhanga, Bhola, Jhalakhati and Charfassion under "Grid Power Evacuation System Development Project" of West Zone Power Distribution Company Limited (WZPDCL), Khulna.		

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	A. General
GCC Clause	1. Definitions
	(ll) Procuring Entity/Employer/Purchaser means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
	The Procuring Entity is "West Zone Power Distribution Company Ltd." Address: Biddyut Bhaban Campus, WZPDCL, Khulna.
	(mm) Project Manager is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the plant and services and administering the Contract
	The Project Manager is: Md. Mahmudul Haque Project Director Grid Power Evacuation System Development Project (GPESDP), WZPDCL, Khulna.
	(qq) Contractor/supplier means the Person under contract with the Procuring Entity for the supply and installation of Plant & Equipment under the Rules and the Act as stated in the PCC.
	The Contractor/Supplier shall be the entity with which the final contract is executed.
	(tt) Site means the point(s) of delivery named in the PCC.
	The site(s) is/are is located at: Grid adjacent new GIS Switching Station 1. Meherpur 2. Maheshpur 3. Bhanga 4. Bhola 5. Jhalakhati and 6. Charfassion under Grid Power Evacuation System Developement Project of WZPDCL, Khulna. Detail Drawing given in uploaded drawing section.

GCC Clause	2. Interpretation
	2.6 Sectional completion: If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	Not applicable for individual switching station.
GCC Clause	3. Communications & Notices
	3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.
	For notices, the Procuring Entity's contact details shall be: Attention: Md. Mahmudul Haque, Project Director (GPESDP) Address: West Zone Power Distribution Company Ltd., Biddyut Bhaban Campus, WZPDCL, Khulna. Telephone: 01700709729 Electronic mail address: gpesd.wzpdcl@gmail.com For notices, the Contractor's contact details shall be: Attention: Address: Telephone: Electronic mail address:
GCC Clause	7. Documents Forming the Contract and Priority of Documents
	7.1 The following documents forming the Contract shall be in the following order of precedence, namely: (k) Other Documents including correspondences listed in the PCC forming part of the Contract.
	The following documents shall also form an integral part of the Contract: 1. Site Investigation Reports, if any; 2. Relevant correspondence, clarifications, addenda and other communications exchanged between the Procuring Entity and the Contractor prior to the signing of the Contract Agreement; and 3. Any other documents expressly identified in the Contract Agreement or the Tender Document as forming part of the Contract.
GCC Clause	9. Eligibility
	9.1 The Supplier/Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.
	A Contractor or Subcontractor that is a national of, or registered in, a country having no diplomatic relations with Bangladesh shall not be eligible to participate in the Tender.
	9.2 All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the PCC.
	Materials, equipment's and supplies used by the Consultant are not permitted if they have originated in Country's having no diplomatic relationship with Bangladesh.
GCC Clause	16. Nominated Subcontractor

	16.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.
	Nominated Subcontractor(s) named below: none.
GCC Clause	18. Possession of the Site
	18.1 The Procuring Entity shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s); Within 07 days from the date of signing of contract.
B. Subject Matter of Contract	
GCC Clause	27. Scope of Facilities
	27.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the PCC and the provisions, if any, specified in the PCC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Procuring Entity and the Contractor, and the price of such spare parts shall be that given in Price Schedule No.1 & 2 under form e-PG5A-3, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.
	The Contractor shall supply all necessary spare parts required for the proper operation and maintenance of the Plant free of cost during the Defect Liability Period. After expiry of the Defect Liability Period, the Contractor shall continue to provide spare parts support as per the provisions of PCC Sub-Clause 27.3. Sample Addition to PCC27.3 The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Procuring Entity of the pending termination, with sufficient time to permit the Procuring Entity to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Procuring Entity the blueprints, drawings and specifications of the spare parts, if requested.
GCC Clause	28. Time for Commencement
	28.1 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the PCC or within such extended time to which the Contractor shall be entitled under GCC Clause 70.2 hereof
	The Contractor shall commence work on the Facilities within seven (7) days from the Effective Date and shall thereafter proceed with the Facilities in accordance with the Time Schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement, without prejudice to the Contractor's obligations under GCC Sub-Clause 37.2.
GCC Clause	29. Time for Completion
	29.1 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the PCC or within such extended time to which the Contractor shall be entitled under GCC Clause 70.2 hereof.
	The time for completion of the whole of the facilities within Five hundred and forty eight (548) days

	from the effective date as described in the contract agreement.
C. Execution of the Facilities	
GCC Clause	43. Commissioning and Operational Acceptance
	43.2 Guarantee Test 43.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the PCC or any other period agreed upon by the Procuring Entity and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 46.2 and 46.3 shall not apply.
	The Guarantee Test of the Facilities shall be successfully completed within thirty (30) days from the date of Completion. **<u>In addition to GCC Sub-Clause 43.3.1 with the following:</u>** 43.3.1 Operational Acceptance Subject to GCC Sub-Clause 43.4, the Contractor may give notice to the Project Manager requesting the issuance of an Operational Acceptance Certificate in respect of the Facilities or any part thereof when: (a) the Guarantee Test has been successfully completed and the Functional Guarantees have been achieved; or (b) the Guarantee Test has not been successfully completed or has not been carried out, for reasons not attributable to the Contractor, within the period specified from the date of Completion or within any other period agreed upon by the Procuring Entity and the Contractor pursuant to GCC Sub-Clause 43.2.2; or (c) where the Functional Guarantees have not been fully attained but the applicable minimum level has been achieved, the Contractor has paid the liquidated damages specified under GCC Sub-Clause 46.3(b), subject to GCC Sub-Clause 46.4. In addition to the above, all outstanding minor items referred to in GCC Sub-Clause 42.8 relevant to the Facilities or the applicable part thereof shall be completed, and the Contractor shall successfully complete the required Technical Orientation and Quality Test/Witnessing of the Plant and Equipment, where applicable, in accordance with the Procuring Entity's Requirements. Upon satisfaction of the applicable requirements above, the Operational Acceptance Certificate shall be processed and issued in accordance with GCC Sub-Clauses 43.3.2 and 43.3.3. (d) All required As-built Drawings of the relevant Facilities or part thereof shall have been submitted and approved prior to Operational Acceptance. **<u>Add the following at the end of GCC Sub-Clause 43.4.1:</u>** For the purposes of this Sub-Clause, each individual switching station may be treated as a separate part of the Facilities, where the Contract provides for acceptance in parts. Partial Operational Acceptance may be granted for an individual switching station following the successful Completion, Commissioning and Guarantee Test of that particular switching station and fulfillment of the applicable requirements for Operational Acceptance under GCC Clause 43. Accordingly, an Operational Acceptance Certificate may be issued separately for each switching station without requiring Completion and Operational Acceptance of the remaining switching stations or other parts of the Facilities.
D. Guarantees and Liabilities	
GCC Clause	44. Completion Time Guarantee
	44.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GCC Clause 70, the Procuring Entity shall pay to the Contractor a bonus in the amount specified in the PCC. The aggregate amount of such bonus shall in no event exceed the amount specified as "Maximum" in the PCC.
	No bonus will be given for earlier Completion of the Facilities or part thereof.
GCC	45. Defect Liability

Clause	
	45.2 The Defect Liability Period shall be five hundred and forty (540) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the PCC pursuant to GCC Sub-Clause 45.10. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes: (a) improper operation or maintenance of the Facilities by the Procuring Entity; (b) operation of the Facilities outside specifications provided in the Contract; or (c) Normal wear and tear.
	GCC clause 45.2 as follows "after Completion of the Facilities or any part thereof," will be replaced by "after Operational Acceptance of Facilities. Replacement of the first paragraph of GCC Sub-Clause 45.2: The Warranty/Defect Liability Period under this Contract shall commence from the date of issuance by WZPDCL of the Operational Acceptance Certificate (OAC) as applicable, for the relevant Switching Station, and shall continue for a period of twenty-four (24) months, pursuant to GCC Sub-Clause 45.10.
	45.3 The Contractor's obligations under this GCC Clause 45 shall not apply to: (a) any materials that are supplied by the Procuring Entity under GCC Sub-Clause 39.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein; (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Procuring Entity or any matters for which the Contractor has disclaimed responsibility herein; or (c) Any other materials supplied or any other work executed by or on behalf of the Procuring Entity, except for the work executed by the Procuring Entity under GCC Sub-Clause 45.7.
	Not applicable.
	45.10 In addition, any such component of the Facilities, and during the period of time as may be specified in the PCC, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GCC Sub-Clause 45.2.
	Defect Liability Period of twenty-four (24) months shall apply to all Plant or Equipment.
GCC Clause	48. Limitation of Liability
	48.1 Except in cases of criminal negligence or willful misconduct, (b) the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the PCC, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement..
	The multiplier of the Contract Price is: Not applicacble.
E. Risk Distribution	
GCC Clause	52. Insurance
	52.1 To the extent specified in the Appendix and in PCC to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the

	insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably withhold such approval. (a) Cargo Insurance During Transport Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor's Equipment. (b) Installation All Risks Insurance Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period. (c) Third Party Liability Insurance Covering bodily injury or death suffered by third Parties including the Procuring Entity's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities. (d) Automobile Liability Insurance Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract. (e) Workers' Compensation In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed. (f) Procuring Entity's Liability In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed. (g) Other Insurances Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.
	The insurance cover shall be as follows: (a) The minimum cover for the Works, Plant and Materials shall be 110% of the value of the Works, Plant and Materials. (b) The maximum deductible for insurance of the Works, Plant and Materials shall be 5% of the sum insured. (c) The minimum cover for loss of or damage to Equipment shall be 110% of the replacement value of the Equipment. (d) The maximum deductible for insurance of Equipment shall be 5% of the sum insured. (e) The minimum cover for loss of or damage to other property shall be 10% of the Contract Price. (f) The maximum deductible for insurance of other property shall be 5% of the sum insured. (g) The minimum cover for personal injury or death shall be: (i) for the Contractor's employees — as per the applicable laws and prevailing practices in Bangladesh; and (ii) for third parties — as per the applicable laws and prevailing practices in Bangladesh.
F. Payment	
GCC Clause	60. Contract Price
	60.2 Unless an adjustment clause is provided for in the PCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.
	Price Adjustment: Not Applicable. The Contract Price shall remain firm and fixed throughout the Contract Period.
	60.4 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The generic formula indicated below in the form as specified in the PCC applies: $P = A + B (Im/Io)$ where:

	P is the adjustment factor A and B are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and Im is the Index during the month the work has been executed and Io is the Index prevailing twenty-eight (28) days prior to the deadline for submission of Tender. The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in Appendix to the Tender may be used.
	The Contract is not subject to price adjustment.
GCC Clause	61. Terms of Payment
	61.1 The Contract Price, including any Advance Payments specified in PCC, if applicable, shall be paid in the manner as specified in the PCC and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.
	Advance Payment: Maximum 10% of the Original Contract Price, against an Irrevocable and Unconditional Bank Guarantee of equivalent amount, valid until full recovery of the advance payment.
	61.5 In the event that the Procuring Entity fails to pay the Contractor any payment by its respective due date or within the period as stated under GCC Sub Clause 61.3, the Procuring Entity shall pay to the Contractor interest on the amount of such delayed payment at the rate specified in the PCC, for the period of delay until payment has been made in full.
	Not applicable.
GCC Clause	63. Performance Security
	63.1 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security. in the amount specified in the PCC.
	The amount of performance security shall be 10% of contract price. [Note :In case the Tender is determined by the TEC to be significantly front-loaded or unbalanced, the Procuring Entity may require additional Contractual Security, including enhanced Performance Security / Retention money, in accordance with the applicable provisions of PPR 2025.]
	63.4 Unless otherwise specified in the PCC, the security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, five hundred and forty (540) days after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 45.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GCC Sub-Clause 45.10, is liable for an extended defect liability obligation, the performance security shall be extended for the period specified in the PCC pursuant to GCC Sub-Clause 45.10 and up to the amount specified in the PCC.
	GCC Sub-Clause 63.4 shall be replaced by the following: The Performance Security shall be released to the Contractor within twenty-eight (28) days following the Operational Acceptance of the Facilities, subject to confirmation that ten percent (10%) Retention Money has been retained in accordance with the Contract. In the event that the Defect Liability Period of any part of the Facilities is extended under GCC Sub-Clause 45.8 and/or 45.10, the Contractor shall ensure that the retention money relating to

	such affected part, calculated in proportion to its Contract Price, remains retained until twenty-eight (28) days following the expiry of the extended Defect Liability Period
GCC Clause	64. Retention Money
	64.1 The Procuring Entity shall retain an amount from the payable amount due to the Contractor at the percentage specified in the PCC until successful expiration of the Defect Liability period.
	The portion of payments to be retained is ten (10) percent of the contract price. **<u>In addition to GCC 65</u>** The following provisions shall apply: **1. Taxes and Duties relating to the Contractor, Contractor's Equipment and Services** **(a) Income Tax and VAT in Bangladesh** (i) The Contractor shall be responsible for all applicable income tax, VAT and other taxes arising from payments made to the Contractor under the Contract, in accordance with the applicable laws of Bangladesh. Any change in the applicable rate of tax or VAT after the relevant base date shall be dealt with in accordance with GCC Sub-Clause 65.3. (ii) WZPDCL shall bear and pay the applicable Bangladesh customs duties, import duties, VAT and other taxes on the CIP portion of permanent Plant and Equipment, where applicable, in accordance with GCC Sub-Clause 65.2. **(b) Taxes, Duties and Permits outside Bangladesh** The Contractor shall bear all taxes, duties, tariffs, fees and other charges lawfully imposed upon it by any authority outside Bangladesh in connection with the Contract. The Contractor shall also obtain and bear the cost of all licences, permits and approvals required for the export of Plant, Equipment, materials, supplies and personnel to Bangladesh. **(c) Contractor's Equipment imported on a Re-exportable Basis** The Contractor shall be responsible for all applicable customs duties, VAT, taxes and other levies relating to the temporary importation of Contractor's construction equipment, tools and materials on a re-exportable basis, unless exempted under the applicable laws of Bangladesh. WZPDCL shall provide reasonable assistance, where required, for obtaining available exemption or temporary-import facilities from the National Board of Revenue (NBR). **2. Permanent Plant, Equipment and Materials** • WZPDCL shall bear and pay the applicable Bangladesh customs duties, import duties, VAT, taxes and other levies arising from the importation of permanent Plant, Equipment and materials to be incorporated into the Facilities under the Contract, on the applicable CIP value, in accordance with GCC Sub-Clause 65.2. GCC 65.2 expressly places specified customs/import duties and applicable domestic taxes on relevant Plant on the Procuring Entity. • The Contractor shall obtain all necessary import permits and licences and shall submit to WZPDCL, sufficiently in advance, five (5) copies of the non-negotiable shipping documents and relevant customs assessment documents required for timely payment of applicable duties and taxes and clearance of the goods. • WZPDCL shall use reasonable efforts to arrange payment of the applicable customs duties, VAT and taxes in a timely manner upon receipt of the required documents. • Any customs duty, VAT, tax or other expenditure arising from the Contractor's importation of cement, if any, shall be borne by the Contractor. • Permanent Plant, Equipment and materials shall normally be transported by sea. Where the Contractor elects to transport any item by air, any additional freight, inland transportation or other cost exceeding the corresponding cost of sea transportation shall be borne by the Contractor. **C&F / Customs Clearance** • The Manufacturer/Supplier/Contractor shall be responsible for customs clearance of the Plant, Equipment and materials through its appointed clearing and forwarding agent and shall bear all C&F agency fees, assessment fees and other clearance-related service charges. • The Contractor shall submit the customs assessment report and other required documents to the Deputy Director, Clearance & Movement, WZPDCL in sufficient time to facilitate payment of applicable customs duties, VAT and taxes by WZPDCL for those items for which WZPDCL is responsible under the Contract. • Any demurrage, detention or additional cost resulting from delay or default attributable to the

	Contractor, its Supplier or its C&F Agent shall be borne by the Contractor.
GCC Clause	68. Liquidated Damages
	68.1 Except as provided under GCC Sub Clause 56, if the Contractor fails to complete the Plant and Equipment Works within the Intended Completion Date or extended Intended Completion Date of the contract or Intended Sectional Completion Date or extended sectional completion date of any section under the contract, the Procuring Entity shall, as Liquidated 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 uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. 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 Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.
	The amount of Liquidated Damages is 0.05 percent of the contract value as applicable, per day of delay. Guide to application of GCC Sub Clause 68.1 above [Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae] T = VxPx n Where; T = Total amount of Liquidated Damages V = Contract Value P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay n = No of days delayed for completion of uncompleted works or part thereof after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable. The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is maximum ten (10) percent of the final Contract Price of the whole of the Works.
H. Termination and Settlement of Disputes	
GCC Clause	80. Compensation Events
	80.1 The following shall be Compensation Events: (k) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.
	The following additional events shall also be the Compensation Events: None
GCC Clause	82. Settlement of Disputes
	82.2 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;
	The Adjudicator shall be the person proposed by the Procuring Entity and specified in the TDS, in accordance with ITT Clause 73.
	82.2 Adjudication (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor 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 Contractor. In case of disagreement between the Procuring Entity and the Contractor 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 shall be determined in accordance with ITT Clause 73.
	82.3 Arbitration

	(a) If the Parties are unable to reach a settlement under GCC Clause 82.1 or 82.2 within twenty-eight (28) days of the first written correspondence on the matter of disagreement or within twenty-eight (28) days of the date of decision made by the Adjudicator as per GCC Sub Clause 82.2(c), then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 82.3(b); (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.
1. 2.	In the case of a dispute between the Procuring Entity and the foreign Contractor, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 as at present in force. OR All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators in accordance with the said rules. In the case of a dispute between the Procuring Entity and the National Contractor, 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.