

BANGLADESH TELECOMMUNICATIONS COMPANY LIMITED
(A GOVERNMENT OWNED COMPANY)

TENDER DOCUMENT

FOR

Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc. for the Replacement of Old Digital Telephone system of Dhaka City

BOOK - 1

GENERAL CONDITIONS OF TENDER AND CONTRACT

TENDER NO.

DIRECTOR PROCUREMENT
BANGLADESH TELECOMMUNICATIONS COMPANY LIMITED
SHER-E-BANGLA NAGAR TELEPHONE EXCHANGE ANNEXE BUILDING
SHER-E-BANGLA NAGAR, DHAKA- 1207.

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Chapter One

Invitation for Bids

- 1.1 Bangladesh Telecommunications Company Limited (BTCL) intends to procure Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System, Optical Fibre & HDPE Duct and related accessories under the project Titled “Replacement of Old Digital Telephone system of Dhaka City“. As such it intends to procure all the required products and related services for the supply as subsequently mentioned in this Tender Document in the name of "Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc. for the Replacement of Old Digital Telephone system of Dhaka City.
- 1.2 Director Procurement, BTCL, Sher-e-Bangla Nagar Telephone Exchange (Annex Building), representing BTCL, now invites sealed Bids from eligible Bidders for “Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc. for the Replacement of Old Digital Telephone system of Dhaka City under the project Titled “Replacement of Old Digital Telephone system of Dhaka City” as per mentioned scope of work in the subsequent clauses in this Tender Document.
- 1.3 Interested eligible Bidders may obtain further information from the office of the Director Procurement, Bangladesh Telecommunications Company Limited (BTCL), Sher-e-Bangla Nagar Telephone Exchange (Annex Building), Sher-e-Bangla Nagar, Dhaka-1207.
- 1.4 A complete set of Bidding Document may be purchased from the office of the Director Procurement, by any interested eligible bidder or his representative on submission of a written application in their official pad and on payment, in cash, of non-refundable **Taka 10,000/- (Ten thousand)** only on all working days from the date of publication of this invitation in the national dailies. No Tender schedule/ document will be sold on the date of opening of the Tender. No tender document will be sold by post. Tender Information is also available at following BTCL web site: <http://www.btcl.gov.bd>.
- 1.5 Bids must be submitted as per procedure laid down in the Bid Document. The “Technical Offer” and the “Financial Offer” shall be forwarded with a separate forwarding letter as per format shown in “*Annex A.1 and Annex A.2*”.
- 1.6 Bids will be received and opened at a time and date specified in the tender invitation or its subsequent amendment (if any), in presence of bidders/ their representatives (even if none like to be present), in the office of Director Procurement, Sher-e-Bangla Nagar Telephone Exchange (Annex Building), Sher-e-Bangla Nagar, Dhaka-1207.
- 1.7 Earnest money/ Bid bond amounting to Tk. 18,000,000/= (Taka Eighteen Million) or US\$ 260,000 (US Dollar Two Hundred Sixty Thousand) must be enclosed with the Bid. This money can be submitted in the form of either Bank Draft or Pay Order or Bank Guarantee in the name of “**Director (Procurement), Bangladesh Telecommunications Company Limited (BTCL)**”.
- 1.8 This Bid Bonds must be issued by any scheduled Bank in Bangladesh acceptable to Bangladesh Bank and must be valid for 208 (Two hundred & eight) days from the date of opening of the bids. The Bid Bond will not accrue any interest. If this bond is in terms of a

Bank Guarantee, then such guarantee shall be submitted in the format shown in “***Annex B***” of this Book.

- 1.9 The authority reserves the right to accept or reject any or all Bids without assigning any reason thereof.

- End of Chapter -

Chapter Two

Definitions

In this Tender Document the words herein below (arranged alphabetically) set forth shall have the following meanings, unless otherwise stated.

- 2.1 **"Authorized Translation"** of a document means the translated copy in English for any document printed in any language other than English and which is signed and sealed in original by a diplomatic representative of Bangladesh, designated for that document's country of origin.
- 2.2 **"Bangladesh Bank"** means the Central Reserve Bank of Government of Bangladesh.
- 2.3 **"BoQ/ Bill of Quantity"** means the list of items (including the quantities and unit & total prices) of Equipment and Services required for completion of the contract.
- 2.4 **"BTCL"** means BANGLADESH TELECOMMUNICATIONS COMPANY LIMITED a government owned Company of the Government of the People's Republic of Bangladesh.
- 2.5 **"Consignee"** means the Project Director, **Replacement of Old Digital Telephone system of Dhaka City Project**, Bangladesh Telecommunications Company Limited (BTCL).
- 2.6 **"Contractor/ Supplier"** means a successful tenderer who would sign the Contract with BTCL.
- 2.7 **"FAT/Final Acceptance Testing"** means the final inspection and the testing in order to verify that the procurement meet the Contractual Obligations completely and without any deficiency.
- 2.8 **"Force Majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. The events include but not limited to wars or revolutions, political unrest, earthquakes, fires, floods, epidemic, quarantine restrictions and freight embargoes, etc.
- 2.9 **PAT/Provisional Acceptance Testing"** means the inspection and the testing in order to verify that the procurement meet the Contractual Obligations.
- 2.10 **"Purchaser"** means Managing Director, BANGLADESH TELECOMMUNICATIONS COMPANY LIMITED (BTCL).
- 2.11 **"Successful Tenderer/ Bidder"** means a Tenderer/Bidder who has received written notice (Notification of Award) from BTCL saying that his tender is acceptable and with whom BTCL wishes to negotiate to conclude the Contract (as hereinafter defined).
- 2.12 **"Tenderer/ Bidder"** means a national of eligible source country or juridical person incorporated and registered in the eligible source country and has submitted his Tender/Bid or Tender proposal (as hereinafter defined) to BTCL before the closing date of Tender.
- 2.13 **"Tender", "Bid" or "Tender proposal"** means the written offer in response to this INVITATION OF TENDER.
- 2.14 **"the Contract"** means the written agreement concluded between BTCL and Contractor for the execution of the Project.

- 2.15** “**the Contractor's Goods**” means any and all kinds of equipment, machinery, tool, material and temporary facilities that are necessary for the execution of the work and owned by the Contractor, including special construction vehicles and passenger vehicles used for personnel transportation.
- 2.16** “**the Contract price**” means the amount payable to Contractor under the Contract for the full and proper performance by Contractor of his part of the Contract as determined under the provision of the Contract.
- 2.17** “**the Equipment**” means any and all kinds of equipment, goods, apparatus, materials and things that are to be provided by the Contractor to BTCL under the Contract.
- 2.18** “**the Services**” means installation and testing services of the Equipment including survey, planning, designing, training and operation & maintenance assistance during the Guarantee period.
- 2.19** “**the Site**” means the land, building or other places on, under, in or through which the Work is to be executed.
- 2.20** “**the Work**” means all the work under the Contract up to the issuance of the Provisional Acceptance Certificate of the System including supply, transportation and testing services of the Equipment/goods, handing over of the test equipment etc to BTCL, clearing up of the Sites and submission of all the documents.

- End of Chapter -

Chapter Three

General Terms and Conditions of the Bid

- 3.1 Bangladesh Telecommunications Company Limited (BTCL) intends to procure Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System, Optical Fibre & HDPE Duct and related accessories under the project Titled “Replacement of Old Digital Telephone system of Dhaka City“. As such it intends to procure all the required products and related services for the supply as subsequently mentioned in this Tender Document in the name of **"Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc. for the Replacement of Old Digital Telephone system of Dhaka City"**.
- 3.2 The scope of this bid is to Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct to BTCL. The detailed scope of works for this project shall constitute all works defined in all clauses of all chapters of Book -1 and Book -2 of this tender document. A brief scope of works of this supply is stated in chapter-2 of Book-2.
- 3.3 The organization responsible for the implementation of the Project is Bangladesh Telecommunications Company Limited (hereinafter called BTCL).
- 3.4 Tenders are invited for the project implementation in accordance with this INVITATION FOR BIDS.
- 3.5 This invitation document for the Bid consists of:
- a) GENERAL TERMS AND CONDITIONS OF TENDER titled as Book-1
 - b) TECHNICAL CONDITIONS AND SPECIFICATIONS titled as Book -2
 - c) Annex A to Annex J attached with Book -1
 - d) Annex 1.1, Annex- 1.7 attached with Book -2
 - e) Form A to H attached with Book -2
 - f) Eligibility of Bidders and Country of Origin

If any controversy arises between any Clause of General Conditions of Tender and Contract (i.e., Book-1) & Technical Specification (i.e., Book-2), then the meaning of Technical Specifications (i.e., Book-2) will prevail for all purposes relating to this Tender.

3.6 Source of Funds

BTCL own fund.

3.7 Eligibility of Bidders

As defined in relevant clause of Book - 2.

3.8 Country of origin

Any country except Israel.

3.9 Eligible Goods and Services

3.9.1 All of contractor's personnel, goods and services including Marine/Air/Land transports used for supplies under the contract shall have their origin in eligible source country.

3.9.2 For purposes of this clause "**origin**" means the place where the goods are produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.10 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid. BTCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.11 Use of local materials

3.11.1 Use of local materials (if any) shall be in accordance with the technical specifications.

3.11.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid altogether.

3.12 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify such queries to the Director Procurement, in writing, by letter or facsimile, at his mailing address indicated in the invitation for Bids. Written copies of this response (including an explanation of the query) will be sent to all prospective Bidders who have received the Bidding Documents.

3.13 Amendment of Bidding Documents

3.13.1 At any time prior to the deadline for submission of Bids, BTCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend / modify the Bidding Documents by amendment.

3.13.2 The amendment will be notified in writing or by fax to all prospective Bidders who have received the Bidding Documents. Such amendment, if made, shall become part of the bidding document and will be binding on perspective bidders. BTCL reserves the rights to add/ delete/ modify any condition of tender documents.

3.13.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, BTCL may at its discretion, extend the deadline for the submission of Bids, by any period of time it deems fit.

3.14 Language of the Bid

The Bids prepared by the Bidder and all correspondence & documents relating to the bid, exchanged between the Bidder and purchaser, shall be written in English. If any printed literature furnished by Bidder is written in another language it shall have to be accompanied by an authentic English translation of the full document. In that case, for purposes of interpretation of the Bid, the English translation shall prevail.

3.15 Pre-Bid Meeting

No Pre-bid meeting will be held.

3.16 Documents Comprising the Bid

The offer prepared by the Bidder shall include the following in addition to any other documents that may be required by the Tender Document as per Special Information & Instruction to Bidders:

- a) Forwarding Bid offer as per format "Annex A.1" and "Annex A.2".
- b) Tender Document purchase receipt
- c) Tender schedule duly signed and stamped in every page
- d) Principal's letter of authority (If the bid is submitted by a Local Agent)
- e) Manufacturer's letter of authority (If the bidder is not the manufacturer of the proposed equipment).
- f) Power of Attorney for signing and submitting the bid.
- g) Bid Bond (Earnest money)
- h) Local Agent's up-to-date Trade license (*if there is any Local Agent*)
- i) Performance Certificates (*as described in Book-2*)
- j) Schedule of compliance as per "Annex C", Book-1
- k) List of Deviations as per "Annex I", Book-1
- l) Form A (as described in Book-2) for summary price of the bid, duly filled up
- m) Form B, Form C, Form D, Form E, Form F, Form G, Form H of Book-2 duly filled up and signed page by page and sealed
- n) Any other documents as specified in Book-1 & Book-2 of the tender document.

3.17 Bid Forms

The Bidder shall complete the Bid Forms including preparation of its own detailed listings of BoQ, for all goods, materials and services covered by this purchase.

3.18 Bid Prices

3.18.1 Bid price may consist of two portions, i.e. foreign currency portion which shall be estimated in US Dollar or any other freely convertible foreign currency and local currency portion which shall be estimated in Bangladesh Taka if otherwise mentioned in the BoQ Forms of this tender. The Bid price shall be quoted as per specification in the subsequent section of this tender document.

(A) Foreign Currency portion shall cover the costs for:

- (a) FOB price of the equipment
- (b) Ocean freight/airfreight/ land of the equipment
- (c) Foreign Services

(B) Local currency portion shall cover costs for:

- (a) Inland (Bangladesh) transportation up to site and storage in Bangladesh
- (b) Local Sub-Contractor(s) and salary for local personnel in Bangladesh
- (c) Materials to be purchased in Bangladesh
- (d) Local Services
- (e) Other expenses to be incurred in Bangladesh for execution of the Project.

3.18.2 BTCL may ask Successful Bidder to modify the proposed scopes of Local Currency portion and Foreign Currency portions and vice versa.

3.18.3 The actual cost of freight shall be considered for payment but the total amount of freight for payment shall not exceed the amount quoted by the bidder.

3.18.4 Unit Prices quoted by the Bidder shall be firm and fixed and shall not be subject to variation on any reason. A Bid submitted with an adjustable or conditional price quotation will be treated as containing “**Change of substance**” and shall be rejected.

3.19 Insurance for Foreign Consignments

As stated in clause - 11 in section-3 of Annex-J (Sample Pro-forma of the Contract) of this document.

3.20 Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

3.20.1 The documentary evidence of the Bidder's eligibility to bid; i.e., establishing to the purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible source country.

3.20.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted; i.e. establishing to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods manufacturer or producer to supply the goods
- (b) that the Bidder has the financial, technical and production capability necessary to perform the contract; and
- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder will be (if successful) represented by an agent in the country.

3.21 Documents Establishing Goods Eligibility and Conformity to Bidding Documents

The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and service that the Bidder proposes to supply under the contract.

3.21.1 The documentary evidence of the goods and services eligibility shall consist of a statement in the “**Form F**” of Book-2 on the country of origin of the goods and services offered. Those statements of country of origin of the goods and services offered shall also be confirmed at the time of shipment by a certificate of origin.

3.21.2 The documentary evidence of conformity to the Bidding Documents for the goods and services, may be in the form of literature, drawings and data, and shall furnish:

- (a) a detailed description of the goods essential technical and performance characteristics;
 - (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of fifteen years, following commencement of the goods used by the Purchaser, and
 - (c) a clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the goods, and services, substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 3.21.3 For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

3.22 Accuracy of BTCL's Draft Plans

The plan attached to this set of Tender Documents is presumably accurate but full precision is not guaranteed. The quantities defined in the Bill of Quantity are used for the purpose of Bid only.

3.23 Withdrawal of the Bid

The Bid may be withdrawn by written request only. In case the Bidder withdraws his Bid after the last date of bid submission and during the Bid validity period stated in Clause 3.31.1, BTCL will forfeit the bid bond.

3.24 Taxes and Duties

- 3.24.1 The Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies for all goods, materials, Service and personnel, relevant to this contract, imposed outside the purchaser's country.
- 3.24.2 Taxes on articles, goods etc. brought into Bangladesh for contractor's personnel and office will be paid by the contractor.
- 3.24.3 BTCL shall pay all taxes and duties, payable under government laws to the custom authority only, for all goods and materials brought into Bangladesh in connection with the BoQ of the contract.
- 3.24.4 The contractor shall be liable to pay all other Tax's like corporate, personal taxes as imposed under existing laws of the country. For Taka payments, Withholding Tax (AIT+VAT) will be deducted from each of the bill. No exemptions from such payment shall be entertained until such exemptions are already entitled under existing laws. (All the TAX and Duties related activities for the Government of Bangladesh is done by National Board of Revenue (NBR), their web site is <http://www.nbr-bd.org>.)
- 3.24.5 Before winding up of its activities after end of the project work, the contractor shall provide BTCL with a guarantee that it has no outstanding tax or duty payments to any organization of Bangladesh.

3.24.6 If during issuance of FAC of the contract, it is found that, the contractor has any outstanding liability to any government organization of Bangladesh; such sum shall be deducted from the payment due for the FAC.

3.25 Return of unused materials to BTCL

The bidder shall return to BTCL, all goods, materials, tools and other items remaining unused after completion of supply under the contract. The contractor's goods will be exempted from this clause.

3.26 Contractor's Goods

3.26.1 All tools, goods and materials etc. (imported or local) used for completion of all scopes of works covered this purchase, which are not listed in the contract BoQ will be regarded as Contractor's Goods.

3.26.2 The contractor shall pay all duties and taxes related to import and usage of such goods.

3.26.3 No exemptions of such duties and taxes will be entertained until and unless such exemptions are already allowed under existing laws of Bangladesh.

3.26.4 The contractor shall be liable for storage of all such goods at its own cost and premises.

3.27 Permits for Contractor

3.27.1 The Contractor shall be liable to obtain and bear all costs related to different permits (like work permits for its personnel), as per existing laws, rules and regulations, for all its activities inside Bangladesh.

3.27.2 BTCL shall provide the necessary supports to Contractor to get all the permits in Bangladesh to perform the Project

3.28 Bid Bond (Earnest Money)

3.28.1 The Bidder shall furnish, as part of his Bid, a Bid Bond in the amount of at least Tk. 18,000,000/= (Taka Eighteen Million) or US\$ 260,000 (US Dollar Two hundred sixty thousand). This Bid Bond money can be submitted in the form of either Bank Draft or Pay Order or Bank Guarantee.

3.28.2 The bid bond shall be issued in the name of “**Director (Procurement), Bangladesh Telecommunications Company Limited**”. The bid bond will not accrue any interest. The specimen of Bank Guarantee for Bid Bond is shown in “Annex B” of this document.

3.28.3 These bid bonds must be issued by any scheduled bank in Bangladesh and acceptable to Bangladesh Bank and shall have to be valid for 208 (Two hundred & eight) days from the date of opening of the bid. If the bid bond is issued from a bank outside of Bangladesh then the Bid Bond shall be counter guaranteed by any scheduled bank in Bangladesh

3.28.4 Any bid not secured in accordance with proper amount or period of validity or not as per "Annex B" shall be considered to be containing “**Change of Substance**” and shall be rejected.

3.28.5 The Bid Bond will not accrue any interest.

3.29 Return of the bid bond

- 3.29.1 Bid Bonds of bidders whose bids have been declared “Non-Responsive” shall be returned after such declaration.
- 3.29.2 Bid Bonds of "Responsive" but unsuccessful bidders will be returned after receiving performance Guarantee bond from the "successful bidder".
- 3.29.3 Bid bonds of "successful bidder" will be returned after receiving performance Guarantee bond.

3.30 Forfeiture of Bid bond

- 3.30.1 If a Bidder withdraws its bid during the period of bid validity his Bid bond shall be forfeited.
- 3.30.2 If the "Successful Bidder", to whom the Notification of Award for the Contract is presented, refuses or neglects or fails to furnish the required performance Guarantee bond, his Bid Bond shall be forfeited.

3.31 Period of Validity of Bids

- 3.31.1 Bids shall remain valid for at least 180 (one hundred & eighty) days from the date of opening of the bids, as prescribed by the Purchaser or its subsequent amendment. A Bid, with validity for a shorter period, shall be considered having “*change of substance*”.
- 3.31.2 If the purchaser has given no decision about the fate of the bids within the period of bid and bid security, the bidder shall have the right to withdraw his bid, by giving a written notice, without forfeiting his security.
- 3.31.3 Until the purchaser has received such written notice, it shall be deemed that the validity of the bid and the bid security has been automatically extended up to the date of issuance of the said withdrawal notice by the bidder.
- 3.31.4 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses there to, shall be made in writing (or by fax). In such cases, the bidder shall suitably extend the Bid security period. A Bidder may refuse the extension request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

3.32 Patent, Right, Royalties and Indemnity

Prices stated in the Financial Offer shall be deemed to include all amounts payable for patents, rights and royalties on or in respect of the Equipment/goods (both hardware and software) or any part thereof and contractor shall automatically indemnify and keep BTCL indemnified against all actions and claims arising out of the exercise of any invention, by reason of purchase, possession or the use of the system.

3.33 Schedule of Compliance

- 3.33.1 Bidder shall provide (as per Annex C of Book-1 of Tender Schedule), with the technical offer of the bid, a Schedule of Compliance, listing every clause of the Tender Documents (both Book 1 & Book 2) with the word "**agreed**" or "**not agreed**" as appropriate against each clause. The use of any other word shall be considered inadequate and not acceptable and the relevant item(s) shall be considered as containing “**non compliance**”.

3.33.2 If the bidder agrees to contents of any item or clause of this document, he shall give such agreement (in the compliance schedule) totally unconditionally. If the bidder puts any condition to his agreement/ compliance to any item or clause or sub-clause, such agreement/ compliance shall not be acceptable and the bid shall be considered as having “**non compliance**” to that item or clause or sub-clause.

3.34 Deviations from Technical Specification

3.34.1 The bidder, in a separate table, shall provide a list of deviations as per Annex-G of Book-1 (from the specifications, terms & conditions etc of this tender document) in his technical offer. **Provision of such a list is mandatory.**

3.34.2 In case such a list is provided, but during evaluation any additional deviation is noted, all such additional deviations (*each of them*) shall be treated as at least "**Major Deviation**".

3.34.3 If the bidder proposed any deviation in his bid, such deviations shall not be binding on BTCL unless they are specifically incorporated in the contract.

3.35 Submission of the Bid

3.35.1 The bidder shall submit the Bid for only one set of solutions. The bidder is not allowed to submit any alternate set of offer in his bid. If any bid contains any alternate offer, such bid shall be treated as containing “**Change of Substance**”.

3.35.2 However, if the bidder wishes to submit an alternate set of solution, he may do so by buying another set of original document and submit that as his alternate bid. In such cases, the two proposals shall be treated in such a way that, as if those proposals have been submitted by two different entities.

3.35.3 In such case, both bids shall have to be completed and self-contained in every sense, including necessary bid bond.

3.35.4 The documents comprising the bid, its combinations, naming, number of copies and other relevant information is stated in Chapter 1 of Book -2 of this tender documents.

3.35.5 The Bidder shall prepare four copies of the Bid out of which at least one copy shall be clearly marked as "**Original**" and others as "**Copy**". If at the event of any discrepancy is found between original and copies then the original bid shall govern.

3.35.6 The “**Original**” bid shall be typed or written in indelible ink and shall be signed in original by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written power-of-attorney accompanying the bid. **Without such authorization the Bid shall be declared “Substantially Non-responsive”.**

3.35.7 All pages of the bid, including un-amended printed literature, shall be initialled by the person or persons signing the bid.

3.35.8 The “**Copy**” bids may be photocopies. But each page of such copies shall have to be signed in original by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder.

3.35.9 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

3.36 Sealing and Marking of the Bid

3.36.1 The Bidder shall seal all original and copy of the bid in envelopes/ boxes duly marked as "Original" & "Copy" and will also show name of the group.

3.36.2 The outer covering of the envelopes/ boxes shall:

(a) be addressed to the Purchaser at the following address :

Director Procurement, BTCL, Sher-e-Bangla Nagar Telephone Exchange (Annexe Building), Dhaka-1207.

(b) bear the markings “**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc.**” under the project Titled “**Replacement of Old Digital Telephone system of Dhaka City**” and the invitation tender number & the words "DO NOT OPEN BEFORE HOURS BST on-.....- 20....."

3.36.3 All the envelopes/ boxes will also have an inner covering and that covering shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late".

3.36.4 If the outer covering is not sealed and marked as stated above, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

3.37 Deadline for Submission of the Bid

3.37.1 Bids must be received by the Purchaser at the address specified above not later than the date and time specified in the tender invitation notification and its subsequent amendments (*if any*).

3.37.2 The Purchaser may, at its discretion, even without assigning any reason thereof, extend the deadline for the submission of Bids by a written notice. Such notice shall be circulated either by notification in daily newspapers or by direct contact with the bidders who have purchased the tender document. In case of such extension (if any), all rights and obligations of the Purchaser and Bidders, subject to the previous deadline will thereafter be subject to the new deadline as extended.

3.38 Late Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, shall be declared as “late” and shall be returned unopened to the Bidder.

3.39 Modification and Withdrawal of Bids

3.39.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice, submitted in original, of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.

3.39.2 No Bid can be modified after the deadline for submission of Bids.

3.39.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in this invitation document. Withdrawal of a Bid during this interval shall result in the bidder's forfeiture of its bid bond.

3.40 Opening of Bids by Purchaser

- 3.40.1 On the date and time mentioned in the invitation notification, and its subsequent amendment (if any), the bids will be opened by the purchaser's representative, in the presence of bidders or their representatives who choose to attend (even if not any).
- 3.40.2 Only the first part of the “Technical offer” titled "Mandatory Documents" shall be opened and the presence of the necessary documents shall be checked, the total number of certificates shall be noted.
- 3.40.3 Based on such examination and observations a “Tender Opening Sheet (TOS)” shall be prepared. Upon completion of opening of the tenders, all members of the Tender Opening Committee and the bidders or their representatives who attended the tender opening shall sign the TOS. Upon request copies can also be made available to the bidders.
- 3.40.4 The subsequent evaluation of the bids shall be governed by the clauses specified in Book -2.

3.41 Clarification of Bids asked during evaluation

- 3.41.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid. The request for such clarifications (if any) and their responses by the bidder shall be in writing. During those clarification procedures no change in the price or substance of the Bid, by either party, shall be sought, offered or permitted.
- 3.41.2 BTCL hereby reserves the right to request any further information it may deem necessary to evaluate on the Bid, which may include, but not be limited to a breakdown of, or supplement to, any lump sum prices, rates or percentages.
- 3.41.3 To assist in the examination, evaluation and comparison of the Bid, BTCL may, at its discretion, ask the Bidder for clarification of his Bid, including breakdowns of Unit Rates. The request for clarification and the response shall be in writing, but no change in the Price or substance of the Bid shall be sought for, offered or permitted except as required to confirm the correction of arithmetic errors discovered by BTCL in the evaluation of the Bid.

3.42 Evaluation and Comparison of Financial Bids

- 3.42.1 Evaluation of Financial Portion of all the bids will exclude and will not take into accounts the duties and taxes payable for imported goods and materials in entry ports of Bangladesh.
- 3.42.2 Financial proposal shall be evaluated and compared on the basis of:
- a) the FOB price of the imported equipment/goods;
 - b) the cost of local equipment/material (if any);
 - c) the cost of local transportation, storage etc.;
 - d) the cost for delivery up to site for local equipment; and
 - e) the cost of local & foreign services

- 3.42.3 The procedure for evaluating financial offers of the bids is described in Book -2.

3.43 Confidentiality

Information relating to the examination, clarification, evaluation and comparison of the Bid and recommendations for the Award of a Contract shall not be disclosed to other Supplier's

or any other persons not officially concerned with such process until the Award of the Contract will have been announced.

3.44 Delivery Period

The delivery period of equipment and services shall be governed by deadlines set in the contract and in accordance with deadlines set for completion of different phases of the contract.

3.45 Target Date for Completion

The targeted completion time of **the work shall be 09 (nine) months in total having different phases** from the “Effective Date of Contract (EDC)”. Supply, Installation, Testing and Commissioning of the NGN Core part (Softswitch, TGW, NMS, IP equipment) shall be completed within 04 (four) months, 30% of the access gateways and PON system within 06 (six) months and the rest shall be completed within 09 months. Supply of Optical fibre, HDPE duct and related accessories shall be supplied within 04 months. The Target date, however, may be improved depending upon the implementation time schedule of the contractor.

3.46 Effective Date of the Contract (EDC)

The “**Contract**” signed between BTCL and the successful bidder shall deem to have come into effect from the date of receipt and acceptance of the Letter of Credit (L/C) by the supplier through its advising Bank (nominated Bank of supplier), after issuance of the L/C from the issuing Bank (nominated Bank of BTCL). Such acceptance date shall be termed as “**Effective Date of Contract (EDC)**”.

3.47 Allowable Time Periods of the Contract

The bidder shall submit its own implementation plan in accordance with the allowable periods. Such plan shall be finalized during BoQ negotiation and shall become part of the contract.

3.48 Award Criteria

The award of purchase contract to the successful bidder shall be governed by clauses specified in this tender document.

3.49 Notification of Awards

3.49.1 After declaration of the “successful bidder”, the purchaser will notify that bidder, in writing, that his bid has become successful, that his bid has been accepted, that BTCL intends to award the contract to him and that BTCL intends to enter into a contract with him.

3.49.2 Upon receipt of “Performance Guarantee” from the successful bidder, BTCL will notify, in writing, all unsuccessful bidders and will release their bid money.

3.50 Performance Guarantee

3.50.1 Upon receipt of notification of award, the successful Bidder shall furnish a “Performance Guarantee” to the purchaser within 28 (twenty eight) calendar days.

3.50.2 The amount of such “**Performance Guarantee**” shall be not less than 10% (ten percent) of the total “Evaluated Price” of bidder’s offer.

- 3.50.3 The “**Performance Guarantee**” shall be denominated in the currencies of the contract and shall be in terms of an irrevocable Bank Guarantee, to be given by any branch of a scheduled bank of Bangladesh, in accordance with the format attached as “**Annex E**” with this document.
- 3.50.4 The proceeds of this “**Performance Guarantee**” shall be payable to the purchaser as compensation for any failure of the Bidder to complete his obligations stipulated in the contract.
- 3.50.5 The “**Performance Guarantee**” shall be discharged with or without deductions (as applicable) to the Contractor upon his completion of performance obligations as described in the contract.

3.51 Purchaser's right to accept any bid and to reject any or all bids

The Purchaser reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

3.52 Purchase's Right to vary Quantities at Time of Award

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services specified in the Technical Specifications. The Bidder shall consider that, the size, number and location of different equipment may change, depending upon the survey and actual situation during BoQ negotiation.

3.53 Management plan

Bidder shall submit an organization chart for his project management he proposes to establish for the execution of the project covering both internal and field works.

3.54 Implementation plan

Bidder shall submit detail implementation plan including site survey plan, manufacturing and shipment plan, transportation plan, storage & security plan and fielding acceptance testing plan, factory testing plan, together with the detailed implementation schedule.

3.55 Guarantee for the System

Bidder shall state in his Tender an undertaking to accept the guarantee requirement mentioned in this tender document.

3.56 Opening of Letter of Credit

- 3.56.1 After signing of the contract between BTCL and the successful bidder, BTCL shall open an irrevocable Letter of Credit (L/C) for the full amount of the contract.
- 3.56.2 The L/C shall be opened in any branch of a scheduled bank of Bangladesh as per choice of BTCL. The L/C shall be payable to any branch of any bank in any country (except Israel) as per choice of the bidder.

3.57 Terms of Payment

- 3.57.1 For all payments due, except for the relevant costs for “*Maintenance Support during Guarantee Period*” and “*Maintenance Support after Guarantee Period*”, the bidder shall submit necessary invoices, supported by relevant documents as per the following manner.

3.57.2 Payment of the Foreign Currency part

A) Payment of Equipment Price

- 1) an amount of 15% (Fifteen percent) of the invoice amount shall be paid by the bank upon submission by the bidder of relevant shipping invoices, copies of the “**Test Certificate**” and other relevant documentations to support the claim.
- 2) an amount of 35% (thirty five percent) of the invoice amount shall be paid by the bank upon submission of the relevant “**Certificate for Arrival of Goods and Materials**” by the bidder to support his claim. Such certificate(s) shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 3) an amount of 40% (forty percent) shall be paid by the bank upon submission of a “**Provisional Acceptance Certificate (PAC)**” by the bidder to support his claim. Such a PAC shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 4) the remaining 10% (ten percent) shall be paid by the bank upon submission of a “**Final Acceptance Certificate (FAC)**” and “**Certificate for Clearance of Obligations**” by the bidder to support his claim. Such certificates shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.

B) Payment for Service Price

- 1) an amount of 30% (thirty percent) of the whole contract amount for “**Installation, Testing & Commissioning and Cutover Services**” shall be paid by the bank upon submission of an “**Engineers’ Arrival Certificate (EAC)**” by the bidder to support his claim. Such an arrival certificate shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 2) an amount of 60% (sixty percent) of the whole contract amount for “**Installation, Testing & Commissioning and Cutover Services**” shall be paid by the bank upon submission of a “**Provisional Acceptance Certificate (PAC)**” by the bidder to support his claim. Such a PAC shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 3) the remaining 10% (ten percent) of the whole contract amount for “**Installation, Testing & Commissioning and Cutover Services**” shall be paid by the bank upon submission of a “**Final Acceptance Certificate (FAC)**” and “**Certificate for Clearance of Obligations**” by the bidder to support his claim. Such certificates shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.

C) Payment for Price of Customer Proof of Concept (CPOC)

100% (one hundred percent) of the whole contract price for “**Customer Proof of Concept**” shall be paid by the bank upon submission by the bidder a “**Test Certificate**” to support his claim. Such completion certificate shall be signed by officials of BTCL as per terms described in this document.

D) Payment for Training

100% (one hundred percent) of the whole contract price for “**Training**” and incidental services shall be paid by the bank upon submission by the bidder the “**Certificate for**

Successful Completion of Training” to support his claim. Such a certificate shall be issued by concerned/ authorized official of BTCL as per terms described in this document.

E) Payment for Survey, Planning & Network Design Services

100% (one hundred percent) of the whole contract price for Survey, Planning & Network Design Services shall be paid by the bank upon submission by the bidder a **“Certificate for Successful Completion of Design Services”** to support his claim. Such a certificate shall be issued by concerned/ authorized official of BTCL as per terms described in this document.

3.57.3 Payment of the Bangladesh Taka part

All payment, payable in Bangladesh Taka shall be done by issuance of crossed cheques by the relevant authorized official of BTCL in the following manner: However, option for opening of local L/C will also be open.

A) Payment for Equipment Price

- 1) 30 % (thirty percent) of the invoice amount shall be paid upon submission of a **“Certificate for Arrival of Goods and Materials”** by the bidder. Such a certificate shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 2) 60% (sixty percent) of the invoice amount shall be paid upon submission by the bidder of a **“Provisional Acceptance Certificate (PAC)”**. Such a PAC shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 3) remaining 10% (ten percent) of the invoice amount shall be paid upon submission by the bidder of a **“Final Acceptance Certificate (FAC)”** and **“Certificate for Clearance of Obligations”**. Such certificates shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.

B) Payment for Services

- 1) an amount of 30% (thirty percent) of the whole contract amount for **“Installation, Testing & Commissioning and Cutover Services”** shall be paid upon submission of an **“Engineers’ Arrival Certificate (EAC)”** by the bidder to support his claim. Such an arrival certificate shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 2) an amount of 60% (sixty percent) of the whole contract amount for **“Installation, Testing & Commissioning and Cutover Services”** shall be paid upon submission of a **“Provisional Acceptance Certificate (PAC)”** by the bidder to support his claim. Such a PAC shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.
- 3) the remaining 10% (ten percent) of the whole contract amount for **“Installation, Testing & Commissioning and Cutover Services”** shall be paid upon submission of a **“Final Acceptance Certificate (FAC)”** and **“Certificate for Clearance of Obligations”** by the bidder to support his claim. Such certificates shall be issued by the concerned/ authorized official of BTCL as per terms described in this document.

C) Payment for Training

100% (one hundred percent) of the whole contract price for “**Training**” and incidental services shall be paid upon submission by the bidder of the “**Certificate for Successful Completion of Training**” to support his claim. Such a certificate shall be issued by concerned/ authorized official of BTCL as per terms described in this document.

D) Payment for Survey, Planning & Network Design Services

100% (one hundred percent) of the whole contract price for Survey, Planning & Network Design Services shall be paid upon submission by the bidder of a “**Certificate for Successful Completion of Design Services**” to support his claim. Such a certificate shall be issued by concerned/ authorized official of BTCL as per terms described in this document.

E) Payment for Local Transportation

- 1) 50% (fifty percent) of the invoice amount shall be paid upon submission of a “**Certificate for Arrival of Goods and Materials**” by the bidder. Such a certificate shall be issued by concerned/ authorized official of BTCL as per terms described in this document.
- 2) Remaining 50% (fifty percent) of the invoice amount shall be paid upon submission by the bidder of a “**Provisional Acceptance Certificate (PAC)**”. Such a certificate shall be issued by concerned/ authorized official of BTCL as per terms described in this document.

3.58 Payment Terms for Maintenance Assistance Services

3.58.1 Payment of the Maintenance Service during Performance Guarantee Period

a) Payment in Foreign Currency

- 1) BTCL shall open separate irrevocable Letter of Credit (L/C)s in favor of the contractor, one each for each year of the service period.
- 2) The L/C for the first year of service shall be opened within 30 (thirty) days of start of the warranty period. The second L/C for the second year of service shall be opened at least 7 (seven) days before end of the first year of service.
- 3) The local bank will be as per choice of BTCL and the foreign bank to be as per choice (except in Israel) of the contractor.
- 4) 50% (fifty percent) of each of the L/C amount shall be paid at the end of each half-yearly period of the warranty period.
- 5) Payments will be made by the bank, on receipt of proper invoices of the contractor accompanied by copy of the “**Certificate for Successful Completion Warranty Services**”.

b) Payment in Bangladesh Taka

- 1) The payment in Bangladesh Taka for the services will be made by crossed cheques by the relevant office of BTCL. However, the option for opening of Local L/C shall also be open.

- 2) 50% (fifty percent) of the service amount for each year shall be paid at the end of each half-yearly period of the warranty period.
- 3) Payments will be made on receipt of proper invoices of the contractor accompanied by copy of the “**Certificate for Successful Completion of Warranty Services**”.

3.58.2 Payment of the Annual Maintenance Service after Performance Guarantee Period

a) Payment in Foreign Currency

- 1) BTCL shall open an irrevocable Letter of Credit (L/C) in favor of the contractor, one each for each year of provision of such services.
- 2) The L/C for the first year of service shall be opened at least 7 (seven) days before end of the warranty/ performance guarantee period. The L/Cs for the subsequent years of service, if contracted, shall be opened at least 7 (seven) days before end of the previous year of service.
- 3) The local bank will be as per choice of BTCL and the foreign bank to be as per choice (except in Israel) of the contractor.
- 4) 50% (fifty percent) of the L/C amount shall be paid at the end of each half-yearly period of the maintenance service period.
- 5) Payments will be made by the bank, on receipt of proper invoices of the contractor accompanied by copy of the “**Certificate for Successful Completion of Maintenance Assistance Services**”.

b) Payment in Bangladesh Taka

- 1) The payment in Bangladesh Taka for the services will be made by crossed cheques by the relevant office of BTCL. However, the option for opening of Local L/C shall also be open.
- 2) 50% (fifty percent) of the service amount for each year shall be paid at the end of each half-yearly period of the maintenance service period.
- 3) Payments will be made on receipt of proper invoices of the contractor accompanied by copy of the “**Certificate for Successful Completion of Maintenance Assistance Services**”.

3.59 Certificates to be issued

As per contractual obligations, the concerned officials/ offices of BTCL will time to time and as per written request from the contractor shall issue different certificates in favour of the contractor/ bidder.

3.59.1 Customer Proof of Concept (CPOC)

The bidder/ contractor and/ or representative(s) of the purchaser shall conduct detailed testing in the factory premises of all goods and materials to be shipped as part of the contract to be termed as Customer Proof of Concept (CPOC). Such testing will be done to ensure the compliance of the goods/ materials to the requirements/ stipulations of the relevant specifications. **On successful completion of such tests**, the representative(s) of purchaser and/ or bidder/

contractor shall sign a certificate describing such successful completion of factory tests; the certificate(s) to be termed as “**Test Certificate**”. For testing cases where the representative(s) of the purchaser was present, the relevant certificate(s) will be signed by the relevant representative(s). In all other cases, the relevant certificate(s) will be signed by authorized representative(s) of the bidder/ contractor.

3.59.2 Certificate for Arrival of Goods and Materials

For all shipments (imported/ local) of goods and materials, the relevant items shall be stored/ kept in their designated storage/ warehouse site(s). On arrival of such consignment(s), the bidder/ contractor shall notify, in writing, such arrival to the relevant office of the purchaser. Within 7 (seven) days of receipt of such notice, the purchaser shall arrange inspection of the consignment; the inspection to be done to verify that the consignment has arrived without any apparent physical damage and that the quantities are ok. Within 7 (seven) days of completion of such inspection and if the result is acceptable, the relevant office of the purchaser shall issue “**Certificate for Arrival of Goods and Materials**” for the relevant consignment(s). However, if the result of the inspection is found to be not satisfactory, the office of the purchaser shall issue a “Unacceptable” report within 7 (seven) days of completion of such inspection.

3.59.3 Provisional Acceptance Certificate (PAC)

As per book 2

3.59.4 Final Acceptance Certificate (FAC)

As per book 2

3.59.5 Engineers’ Arrival Certificate (EAC)

- 1) The bidder/ contractor shall start providing the services listed in the contract within the time stipulated in the relevant contract. Such services shall start by opening of a “Project Office” in Dhaka and arrival of relevant Engineers and other personnel in Dhaka.
- 2) On arrival of such personnel in Dhaka, the bidder/ contractor shall inform in writing, the relevant office of BTCL of such arrival. Within 7 (seven) days of receipt of such information, the office of BTCL shall issue the relevant certificate to be termed as “Engineers’ Arrival Certificate (EAC)”.
- 3) If BTCL fails to issue the EAC within 10 (ten) working days after receipt of such information, the EAC shall deemed to have been issued.

3.59.6 Certificate for Successful Completion of Training

- 1) As part of the scope of the purchase, the bidder/ contractor shall arrange “Training” program(s) to be attended by representative(s) of the purchaser.
- 2) On completion of such training program(s), the relevant representative(s) of the purchaser shall sign a document to be termed as “Certificate for Successful Completion of Training”.

3.59.7 Certificate for Successful Completion of Design Services

- 1) As part of the scope of the purchase, the bidder/ contractor shall provide services for survey, planning and network design for all equipment covered by the purchase.
- 2) On completion of such service(s), the bidder shall notify BTCL, in writing, of such completion.

- 3) The purchaser, within 10 (ten) days of receipt of such notice, shall issue a certificate to be termed as “Certificate for Successful Completion of Design Services”.
- 4) If BTCL fails to issue the certificate within 15 (fifteen) working days after receipt of such information, the EAC shall deemed to have been issued.

3.59.8 Certificate for Successful Completion of Warranty Services

- 1) As part of the scope of the purchase, the bidder/ contractor shall provide Warranty/ Guarantee Services titled as “Maintenance Support during Guarantee Period” for all equipment covered by the purchase.
- 2) On completion of each year of such service(s), the bidder shall notify BTCL, in writing, of such completion.
- 3) The purchaser, within 10 (ten) days of receipt of such notice, shall issue a certificate to be termed as “Certificate for Successful Completion of Warranty Services”.
- 4) If BTCL fails to issue the certificate within 15 (fifteen) working days after receipt of such information, the certificate shall deemed to have been issued.

3.59.9 Certificate for Successful Completion of Maintenance Assistance Services

- 1) As part of the scope of the purchase, the bidder/ contractor shall provide on-demand Maintenance Assistance Services titled as “Maintenance Support after Guarantee Period” for all equipment covered by the purchase.
- 2) On completion of each year of such service(s), the bidder shall notify BTCL, in writing, of such completion.
- 3) The purchaser, within 10 (ten) days of receipt of such notice, shall issue a certificate to be termed as “Certificate for Successful Completion of Maintenance Assistance Services”.
- 4) If BTCL fails to issue the certificate within 15 (fifteen) working days after receipt of such information, the EAC shall deemed to have been issued.

3.59.10 Certificate for Clearance of Obligations

After the end of Warranty/ Guarantee Period, the Contractor shall give a written undertaking to the Procurement Office of BTCL to the effect that, in relation to the turn-key execution of the contract, it has no outstanding dues, liabilities and obligations towards any organization inside Bangladesh. After receipt of such undertaking and ascertaining the same by proper verification, the Director (Procurement) of BTCL shall issue a “Certificate for Clearance of Obligations” to the contractor. Such a certificate shall be issued only and only if no such dues, liabilities and obligations are detected.

3.60 Issuing Authority of the Certificates

Until and unless otherwise specified in the contract document or any of its subsequent amendments, the issuing authority inside BTCL for different certificates shall be as follows:

- 1) For PACs and FAC : The office of Director (Development Co-ordination) or its successor;
- 2) For other Certificates : The Office of the Project Director of the relevant controlling project or the Office of Director (Development Co-ordination) or its successor if no such office of the Project Director is available.

(LETTER HEAD OF THE BIDDER)
Format for Forwarding of the Technical Offer
(Write relevant parts only)

Our Ref :

Date :

To
Director Procurement
Bangladesh Telecommunications Company Limited
Sher-e-Bangla Nagar Telephone Exchange (Annex Building)
Sher-e-Bangla Nagar
Dhaka 1207

Subject: **Submission of the Technical Offer**

Having examined the Bidding Documents including all its annexes, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to “**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc.**” under the Project titled “Replacement of Old Digital Telephone system of Dhaka City” in conformity with the said bidding documents of this bid.

1. We are attaching detail BoQ without prices as per conformity with our relevant BoQ stated in our "Financial Offer".
2. We are attaching our bid for the Scope of Works described in this tender document.
3. We have attached the Manufacturing Information of equipment and Accessories as per format shown in *Form F* of Book-2.
4. We are attaching ... (.....) Nos. of relevant certificates as per requirement of the tender and are attaching the list as per Annex F in Book -1.
5. We are attaching.... (...) nos. of letters of authority from the manufacturers of our offered equipment/goods. (*write if the bidder is not manufacturer of the offered equipment*)
6. We are attaching the letter of authority from our principal. (*if the bidder is not the principal otherwise omit the line*)
7. We are attaching the Tender Document Purchase Receipt.
8. We guarantee that our offered system and bid complies fully with all the required specifications, terms and conditions of this tender document except for those that we have stated in our attached "list of deviations" as per Annex I in Book-1.
9. We are attaching the "schedule of compliance" in accordance with format Annex C in Book-1.
10. We are attaching the "list of deviations" of our bid with the understanding that these deviations shall not be binding upon BTCL until and unless they are included in writing in the contract. (*write if the bid contain deviations otherwise omit*)
11. We have no deviations from the terms & conditions and specifications stipulated in the tender document (Book -1, Book -2). (*write if the bid contains no deviation, otherwise omit*)

12. We, attach herewith a sum of BDT ----- /US\$ as bid bond (earnest money) in the form of Bank Guarantee/ Bank Draft/ Pay Order (*cross out irrelevant parts*) from (*name of Bank*), of (*address*), Bangladesh. This bid bond shall be valid for a period of (.....) calendar days from the date fixed for bid opening.
13. We agree to abide by all clauses of this bid for a period of (.....) calendar days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
14. We declare that, we have no previous experience/ (.....) numbers (*cross out irrelevant words*) of previous experience for completion of similar telecom project as per list shown in (*attach list*).
15. The manufacturer of our equipments and Accessories is the original manufacturer/ is manufacturing those from (*specify name & address of the original manufacturer*). (*cross out irrelevant parts*)
16. The country of manufacture of our equipments and Accessories are (*please specify*).
17. Our equipments is “**not passed**”/”**passed**” successfully the performance test by the National Standardization and Testing Institution of the Manufacturer’s country or any recognized International Testing related Institute as per list shown in (*attach list*).
18. The manufacturer of equipments has supply record /.... (.....) as per specifications (*attach list*).
19. We declare that, we have completed the Form A, Form B, Form C, Form D, Form E, Form F, Form G, Form H of Book-2 as per requirement of the tender.
20. We declare that, if our bid is accepted and we are issued with Notification of Award (NOA), we agree to provide all equipment, goods, materials and services in numbers and manners as stipulated in the tender document (Book -1 and Book -2) and the subsequent amendments agreed during BoQ and contract negotiation.
21. We declare that, if our bid is accepted and we are issued with a Notification of Award (NOA), we agree to submit the Performance Guarantee Bond to BTCL in accordance with the draft attached as Annex E in Book-1.
22. We declare that, if our bid is accepted and we are issued with Notification of Award (NOA), we agree to sign a contract with BTCL in accordance to the draft attached as Annex J in Book-1 or its amendment as agreed on mutual consent.
23. We declare that, for all purposes related this tender, we shall be represented in Bangladesh by our own office / by of, Dhaka, Bangladesh as the registered office of our country representative/ local agent (*cross out irrelevant words and fill-up if necessary*).
24. We declare that, whether our bid is accepted or not, this bid shall be valid for a period of (.....) calendar days after the date fixed for opening of the technical bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated day of 20.....

Signature & Seal

(LETTER HEAD OF THE BIDDER)
Format for Forwarding of the Financial Offer
(Write relevant parts only)

Our Ref :

Date :

To
Director Procurement
Bangladesh Telecommunications Company Limited
Sher-e-Bangla Nagar Telephone Exchange (Annex Building)
Sher-e-Bangla Nagar
Dhaka 1207

Subject: **Submission of the Financial Offer**

Having examined the Bidding Documents including all its annexes, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to “**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct**” under the Project titled “Replacement of Old Digital Telephone system of Dhaka City” in conformity with the said bidding documents of this bid.

1. We are attaching our financial bid for a totalsum of USD (US Dollaronly) and BDT (Bangladeshi Taka only).
2. We are attaching detail BoQ and schedule of prices as per conformity with our relevant BoQ stated in our "Technical Offer".
3. We declare that, whether our bid is accepted or not, this bid shall be valid for a period of (.....) calendar days after the date fixed for opening of the technical bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us and BTCL.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated day of 20.....

Signature & Seal

Format for Bid Bond/Bid Security (Earnest Money)

Where as _____ (*name of the bidder and address*) _____ (hereinafter called "the Bidder") has submitted its bid for “**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct**” under the Project titled “Replacement of Old Digital Telephone system of Dhaka City” (Tender No. and date) (Hereinafter called "the Bid"). KNOW ALL MEN by these present that _____ (*name of the Bank*) _____ having our registered office at _____ (hereinafter called "the Bank") are bound to Director (Procurement), BTCL (hereinafter called "the Purchaser") in the sum of at least _____ (_____) that payment well and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents, sealed with the common seal of the said Bank this _____ day of _____ 20__.

The Conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Forwarding Form or
2. If the Bidder, having been issued the letter of intent by the purchaser during the period of bid validity:
 - a) Fails or refuses to execute the contract; or
 - b) Fails or refuses to furnish the Performance Guarantee, in accordance with clauses of the tender document;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the expiry of the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and seal of the Bank)

Format of Schedule of Compliances

Reference of Tender Document			Compliance	Reference to bidder's document				Remarks (if any)
Book #	Chapter	Clause #	Agreed/Not Agreed	Volume #	Chapter #	Item #	Page #	

Guarantee for Spare Parts

Whereas, we,(name and address of the bidder)....., are submitting our bid "**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc. for the Replacement of Old Digital Telephone system of Dhaka City**" and whereas we understand that as per conditions set in the said tender document, BTCL is in need of a guarantee of continuous supply of spare parts of the equipment we have quoted.

We, therefore, guarantee the flow and availability of all spare parts and units without major design changes for at least 5 (five) years from the issuance of Final Acceptance Certificate (FAC) and that, if there is any major design change or stoppage of production, we will bear all the costs related to provision of alternate solutions.

We give further unconditional guarantee that, we will supply all necessary spare parts, software, services, maintenance support and consumables to be used during installation, testing & commissioning and operation of the systems, up to the end of "**Performance Guarantee Period**" at our own cost.

Dated _____ Day of _____ 20 _____.

Signature and seal

Duly authorized to sign for and on behalf of _____

Bond for Expansion

Whereas, we,(name and address of the bidder)....., are submitting our bid "**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc. for the Replacement of Old Digital Telephone system of Dhaka City**" and whereas we understand that as per conditions set in the said tender document, BTCL is in need of a guarantee for future expansion capability and possibility of the switching system offered by us in our bid.

We, therefore, give an unconditional guarantee that, we will guarantee the flow and availability of all equipment, materials and services required for any subsequent expansion of the offered equipment for at least 5 (five) years from the issuance of Final Acceptance Certificate (FAC) and that, if there is any major design change or stoppage of production, we will bear all additional costs related to provision of alternate solutions.

Dated _____ Day of _____ 20 _____.

Signature and seal _____

Duly authorized to sign for and on behalf of _____

Format for Performance Guarantee Bond

WHEREAS _____ (*name of the bidder and address*) _____ (hereinafter called "the Contractor") having received a letter of intent from BTCL to sign a contract to undertake all the works related to **“Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct etc.”** under the Project titled “Replacement of Old Digital Telephone system of Dhaka City” and whereas it has been stipulated by BTCL that the contractor shall furnish BTCL with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the bid document;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby confirm that we are Guarantors and responsible to BTCL, on behalf of the Contractor, up to a total of at least **US Dollar** (**.....**) **and Bangladesh Taka** (**.....**) and declaring that contractor to be in default under the subsequent Contract and without argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. The above mentioned amount shall be encashed automatically by the Bank, in favour of Purchaser if the contractor fails to get the validity of the bond extended up to the time specified by the Director Procurement, BTCL or a clearance certificate from the Director Procurement, BTCL is sent to the Bank before expiry of the validity of the Bond.

This guarantee is valid until the _____ day of _____ 20__.

Authorized signature and seal of the guarantors (Bank)

Address of the guarantors (Bank)

Date _____

List of Certificates attached

Sl	Subject of Certification	Details of Issuing Authority		
		Name of the Operator & Address & web site	Tel number & Fax Number	Contact person who can speak English (name, designation, phone & fax number, email)
1.				
2.				
...				
...				

Format for Declaration on Observance of Ethics

We..... (name and address of the bidder)....., hereby declare that, in order to observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the contracts:

1. We shall not engage in
 - (a) a corrupt practice, which shall mean giving or promising to give, directly or indirectly, to any officer or employee of a procuring entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a procuring entity in connection with the procurement proceedings or contract execution;
 - (b) a fraudulent practice which shall mean a misrepresentation or omission of facts in order to influence the procurement proceedings or the execution of the contract;
 - (c) a collusive practice, which shall mean a scheme or arrangement between two or more tenderers, with or without the knowledge of the procuring entity, designed to rig tender prices thereby denying a procuring entity from the benefits of genuine competition; or
 - (d) a coercive practice, which shall mean harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

2. We agree that, should any of such corrupt, fraudulent, collusive or coercive practice of any kind referred above in 1 a) to 1 d) come into the knowledge of BTCL and/ or any other organization of the government of Bangladesh.
 - a) BTCL shall first allow us to provide an explanation, and
 - b) If we either do not provide any explanation or if our offered explanation is found by BTCL to be not satisfactory, BTCL may, at its own discretion, exclusively and/ or combinedly
 - i. exclude us from further participation in the procurement proceedings; and/or
 - ii. exclude us from further execution of the contract: and /or
 - iii. declare us ineligible, either indefinitely or a stated period of time, from participation in procurement proceedings.

(Signature and Seal)

Declaration of Joint Liability

(Required only if the bid is submitted by a Joint Venture Consortium Association)

We, M/s(name and address of the members of the Joint Venture Consortium or Association) .., are submitting our bid in response to BTCL's tender notice No. -----
“Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct” under the Project titled “Replacement of Old Digital Telephone system of Dhaka City” , we hereby declare our liabilities as follows :

1.(name and address of the lead company).....shall represent us for all purposes related to this procurement proceedings.
2. All partners of the Joint Venture Consortium/Association shall be jointly and severally liable for the execution of the contract.
3. we shall be liable to share the penalty or loss thereof as per our shares in the joint venture company
4. We shall not assign the contractor to any other party or parties.
5. We may appoint sub-contractors (if any) shall not absolve us from any of the responsibilities or liabilities due to us.

Signature and seal
(Members of the Joint Venture
Consortium or Association)

Date _____ Day of _____ 20 _____

List of Deviation(s)

Reference to Tender Document			Compliance	Reference to bidder's document				Remarks of Deviations
Book #	Chapter #	Clause #	Agreed/ Not Agreed	Volume #	Chapter #	Item #	Page #	

Sample Proforma for the Contract

This SECTION deals with GENERAL CONDITIONS OF TENDER & CONTRACT whereupon the Contract shall be negotiated between the Successful Tenderer and BTCL. Hence the final details may vary as the result of negotiations. The purpose of including this SECTION is to provide Bidders with the principles of the Contract; thus Bidders proposals are expected to include any miscellaneous cost that these contractual requirements may impose. Bidder must mention in his schedule of compliance whether he is agreed with this or not. However, the bidder shall note that its disagreement to any clause of this proposed contract shall not be binding upon BTCL until and unless such clauses are amended before signature of the contract.

Section – 1

Introduction to the Contract

This Contract is made at Dhaka, Bangladesh on this (date, month & year)

BETWEEN

Bangladesh Telecommunications Company Limited (BTCL), Government of Peoples' Republic of Bangladesh having its Head Office at Telejogajog Bhavan, 37/E Eskaton Garden, Dhaka 1000, Bangladesh.

- as Purchaser (first party)

AND

..... (name of the company)..... duly registered as a company in (country of registration)..... having its principal office at (address of the company) and being represented in Bangladesh by (name of the representing company) having its office at (address of the representative office), Bangladesh.

- as Contractor (second party)

WITNESSETH

1. Whereas, BTCL desires to implement the procurement of “**Supply, Installation, Testing and Commissioning of Softswitch, Trunk Gateway, Access Gateway, GPON System & Power System and Supply of Optical Fibre, HDPE Duct**” under the Project titled “Replacement of Old Digital Telephone system of Dhaka City” as specified in the tender document no. DP/F- ../ IT/ issued on (date)

2. And whereas the Contractor had submitted its Technical and Financial proposals dated

3. And whereas BTCL has accepted those proposals vide its letter of intent no.

4. And whereas the Contractor has submitted the necessary Performance Bond.

5. And whereas a negotiation has been done between both the parties to fix up the detail Bill of Quantity (BoQ) for works and the terms & conditions of a contract.

NOW THEREFORE

In consideration for payment by BTCL to the Contractor for a total sum of US\$ ----- (in words) and Bangladsh Taka BDT ----- (in word) only.

The Contractor agrees that:

1. In accordance with the terms and conditions laid down herein, the Contractor shall perform the supply of the goods and related services as specified in this contract.
2. And the following attached documents shall automatically become inseparable part of the contract :
 - i) Section 2 : Definitions
 - ii) Section 3 : Terms and Conditions of the Contract
 - iii) Section 4 : Detail BoQ of the Contract
 - iv) Section 5 : Annexure to the Contract

IN WITNESS whereof, both the parties hereto have caused this agreement of contract to be executed in accordance with their respective laws the day and year first written.

For (name of the contractor) ...

For Bangladesh Telecommunications
Company Limited

(name of the signatory)
(designation)

(name of Signatory)
(designation)

Witness

Witness

1. -----
(name of first witness)
(designation)

1. -----
(name of first witness)
(designation)

2. -----
(name of second witness)
(designation)

2. -----
(name of second witness)
(designation)

Signed on date : the day of month of year

Section - 2

Definitions

(Will be inserted as per Chapter Two, Book-1)

TERMS AND CONDITIONS OF THE CONTRACT

1. Application:

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Laws, Rules and Regulations

The laws, rules and regulations of the Government of the people's republic of Bangladesh having jurisdiction over the project shall govern with the same force and effect as if written herein. Where such laws, rules and regulations conflict with the Contract, in that case the laws, rules and regulations of the Government of the People's Republic of Bangladesh shall prevail.

3. Contractor's Duties

Contractor shall perform his duties in accordance with the Contract, including purchasers TENDER DOCUMENT and contractor's Tender proposal.

4. Contractor's Risk

- 4.1 Contractor shall take upon himself the whole risk of executing the total supply system according to the Implementation Time Schedule and the equipment/goods/materials obtained for the purpose of the Contract and the Services executed by him under the Contract shall be at his risk until the issuance of the Provisional Acceptance Certificate of the System.
- 4.2 As for the damage loss or injury caused by Force Majeure respective clause(s) shall apply.

5. Transfer of Title and Risk

The title of ownership for the equipment/Goods/materials to be supplied under the Contract shall be transferred to BTCL at the moment of issuing of bill of lading or airway bill when the equipment/goods/materials is actually loaded on board of ocean cargo vessels or aircraft at the port of shipment.

- 5.1 Contractor's Goods shall not be subject to this Clause.
- 5.2 However, this transfer of title shall not be construed as meaning an acceptance of the equipment by BTCL.
- 5.3 Contractor shall be kept responsible for the whole risk of executing the Work as prescribed in Clause 4, and shall be responsible for handling and storage of the Equipment until Contractor receives the Provisional Acceptance Certificate of the System. Contractor shall carry out accurate daily book-keeping on taking-in-and-out of the equipment/goods, so that up-to-date data are available at any time for BTCL's inspection.
- 5.4 The entire title of the System shall be automatically passed to BTCL at the issuance of the Provisional Acceptance Certificate of the System.

6. Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and relevant ITU-T/ETSI standards or higher and when no

applicable standard is mentioned, to the authoritative standard appropriate to the Goods, country of origin and such standards shall be the latest issued by the concerned institution.

7. Country of Origin of Goods

Country of origin of all equipment, goods and materials may be any country **except Israel**.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.

8.2 The following inspection procedures and tests may be required by the purchaser / its representative (s):

The Managing Director, BTCL or his authorized representative shall be entitled at all reasonable time during manufacture to inspect, examine and test, in the contractor's premises, the materials and working of the plant in accordance with the Supplier's standard factory test items and procedure. If that part of the plant is being manufactured at others premises, the Supplier shall obtain permission from BTCL or its authorized representative(s) to inspect, examine and test as if the said plant was being manufactured in the Supplier's premises. Such inspection, examination or testing, if made, shall not release the supplier from obligation under the Contract. The supplier shall submit the manufacturing schedule of all the equipment, goods and material to BTCL within one month after coming into Force of the Contract. The manufacturing schedule includes the time schedule for the manufacturing of all the equipment, goods and material and the names, address and telephone numbers of plants, factories and places where the equipment, goods and material is to be manufactured. BTCL's authorized representative may witness the final tests of the equipment, goods and material at manufacturer's plant. Requirement for factory test shall be in accordance with the Technical Specification. The costs to be incurred for any such inspection, if made, therefore shall be borne by the supplier. BTCL will dispatch engineers to the country of manufacturing. Each of these engineers will be paid by the supplier for:

- (a) Return full fare air ticket from and to Dhaka.
- (b) Daily allowance.
- (c) Local transportation and accommodation.
- (d) Insurance (if needed)
- (e) Medical services if required.

An advance notice of 30 days shall be given by the supplier stating the likely date and place where the equipment, goods and material will be ready for test purpose by engineers. Factory test will not start until the BTCL inspection team arrives at the factory premises for eyewitness the result of the test and certify on the required document.

8.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and where necessary, reject the goods after the goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the goods, shipment from the country of origin.

8.5 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this contract.

9. Packing and Marking

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage, Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods, final destination and the absence of heavy handling facilities at all points in transit and weather conditions in all relevant countries.
- 9.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in its Technical Specifications. The Contractor shall submit detailed implementation plan including manufacturing, factory testing, shipment plan, transportation plan, delivery to the sites, testing service plan, together with detail implementation time sequence and estimated duration of individual items.
- 10.2 For the purposes of the contract, "FOB" "CPT", "C&F" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris, and commonly referred to as INCOTERMS.
- 10.3 Upon shipment the supplier shall submit the following documents to the purchaser with a copy to the insurance company:

(a) For Imported Goods:

- i) The Supplier's original invoice showing goods description, quantity, unit price and total amount with weight and measurement certificate, 6 copies & bill of exchange 3 copies.
- ii) Three originals and six copies of the negotiable clean on board Airway bill and/or bill of lading marked Freight Prepaid.
- iii) One original packing list identifying the content of each package.
- iv) Manufacturer's/Supplier's guarantee certificate.
- v) Inspection Certificate issued by the nominated inspection agency (**Inspection agency is only applicable if any pre-shipment inspection agency is nominated**) and the supplier's factory inspection report.
- vi) Certificate of Origin, One original and three copies.

The above documents shall be received 10 (ten) days prior to the arrival of the goods at the port and, if not received, the supplier will be responsible for any consequent expenses.

(b) For domestic Goods:

- i) Copies of the supplier invoice showing goods description, quantity, unit price, total amount.
- ii) Delivery note. Railway receipt/truck receipt.
- iii) Manufacturer's/Supplier's guarantee certificate.
- iv) Inspection certificate issued by the nominated inspection agency, and the supplier's factory report, and

11. Insurance for foreign consignments

- 11.1 The marine/air insurance shall be arranged by BTCL.
- 11.2 Director Procurement's office of BTCL shall obtain a open cover marine insurance policy for an amount equal to 110% of the C&F value of the goods from "*Sadharan Bima Corporation*" of Bangladesh.
- 11.3 The policy shall cover, from the port of shipment to delivery at installation sites against all kind of risks for the total cost of the consignment(s) to be imported under the purchase order.
- 11.4 The policy shall be such that, in case of damage, short receipt or any other type of loss of equipment, goods and material the claim shall be recoverable in the currency of the country of origin of equipment, goods and material or any other freely convertible currency.
- 11.5 Supplier shall furnish a declaration of shipment containing full particulars of each consignment such as number of packages, description of cargo name of vessel sailing date, seaport of shipment, seaport of destination (for air freight : Flight No. Date, Port of Shipment, Port of Destination) and the value of the consignment (C&F) value to the insurance company so as to reach them within 14 (fourteen) days from the date of each shipment.
- 11.6 In case of delay the declaration of shipment shall be telegraphically communicated to the insurance company who shall issue a specific insurance policy or certificate and forward it to the purchaser.
- 11.7 The bidder has to obtain relevant insurance coverage (if required) for all types of transportation before shipment of the goods and for the period of storage in Bangladesh.
- 11.8 In case of any damage or short receipt of material, the report by the authorized surveyor of the insurance company shall be in consultation with representatives of both purchaser and supplier. **In case of suppliers fault the cost of repair or re-supply (including all relevant taxes) must be borne by the supplier.**

12. Transportation

All types of foreign and local transportation including loading and unloading shall be supplier's responsibility.

13. Incidental Services

- 13.1 In addition to any other services already stated in the tender document and the BoQ of this contract, the supplier shall be required to provide, but not limited to the following services:
 - (a) Supervision of on start up safe delivery to site, storage and security of the supplied goods.
 - (b) Self testing of all equipment to ensure their proper performance.
 - (c) Providing material and technical assistance to BTCL for PAT of the system.
 - (d) Providing all types of material and technical support to BTCL up to issuance of the last PAC.
 - (e) Furnishing of detailed installation manuals of the ODF cabinet system.
 - (f) Furnishing of tools and test equipment required for assembly installation & maintenance of the system.
 - (g) Furnishing of proper documentation.
- 13.2 Prices charged by the supplier for the proceeding incidental services, even if not done so, shall be considered to have been included in BoQ.

14. The contractor, at his own cost, shall supply all necessary spare parts and consumables to be used during installation, testing & commissioning and operation of the systems, up to the end of Guarantee Period.

15. Guarantee Period for the equipment

as per book 2

16. Testing

As per Book-2 and book-1.

17. Storage of Materials

The contractor shall be responsible for safely delivery the goods/materials to the BTCL's own storage site(s) at his own cost and risk. BTCL will arrange the required storage spaces of the different sites for storage of the supplied material by the contractor/supplier.

18. Documentation

The Bidder shall supply at least (but not limited to) the following documents with the delivery of equipments & Accessories.

1. Technical Documentation for all equipments, good and materials - 2 sets of hard copy.

19. Effective Date of Contract

The **effective date of contract (EDC)** will be the date of opening of the irrevocable letter of credit issued by BTCL.

20. Terms of Payment

As per Chapter-Three, Book-1.

21. Change of Order

21.1 The purchaser may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where goods to be furnished under the Contract, are to be specifically manufactured for the purchaser.
- (b) The method of shipment or packing.
- (c) The place of delivery or
- (d) The services to be provided by the supplier.

21.2 If any such change causes an increase or decrease in the cost of or the time required for, the supplier's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claim by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchaser's change order.

22. Contract Amendments

No variation in or modification of the contract shall be made except by written amendment signed by the parties.

23. Assignment

The Supplier shall not assign to any Organization or Sub-Contractor(s) in whole or in part its obligations to perform under the contract, except with the purchaser's prior written consent.

24. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

25. Delays in the Supplier's Performance

25.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its Technical Specifications and/or Contract.

25.2 An unexcused delay by the supplier in the performance of its delivery or implementation obligations shall render the supplier liable to any or all of the following sanctions: forfeiture of its performance Guarantee, imposition of liquidated damages, and/or termination of the contract for default.

25.3 If any time during performance of the contract, the supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract. Providing of such extension does not in any way relieve the supplier/contractor from facing the liability of liquidated damage charges as stipulated in clause 26, unless the extension is made to meet the requirements of the executing agency.

26. Liquidated Damages

If the supplier fails to deliver any or all of the goods or perform the services within the time schedule specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages as sum equivalent to zero point five percent (**0.5%**) of the price of the delayed delivery goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of **10%** (ten percent) of the maximum is reached, the purchaser may consider termination of the contract.

27. Termination for Default

27.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

(a) If the supplier fails to deliver any or all of the goods within the time period (s) specified in the contract, or any extension thereof granted by the purchaser.

(b) If the supplier to perform any other obligations under the contract.

27.2 In the event the purchaser terminates the contract in whole or in part, pursuant of para 27.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, good similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

28. Effect of Force Majeure

28.1 Notwithstanding the provisions of **Clauses 25, 26 & 27**, the supplier shall not be liable for forfeiture of its performance Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.

28.2 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

30. Termination for convenience

30.1 The purchaser, may sent written notice to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify for its convenience, the extent to which performance of work under the contract the terminated and the date upon which such termination becomes effective.

30.2 The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect;

- (a) to have any portion completed and delivered at the contract terms and prices, and/or
- (b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for material and parts previously procured by the supplier.

31. Resolution of Disputes

31.1 The dispute resolution mechanism to be applied shall be as follows:

- (a) in the case of a dispute between the purchaser and the supplier which is a national of the purchaser's country, the dispute shall be referred to arbitrators, one to be nominated by the purchaser and the other by supplier or in the case of disagreement between the arbitrators, to an umpire appointed by the arbitrators and the decisions of the arbitrators or the umpire shall conform to the statutory enactment or regulation governing Arbitration as may be in force in Bangladesh at the time. The assessment of costs incidental to the reference and award respectively shall be at the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them project implementation under this Agreement shall continue during the arbitration proceedings. The venue of the arbitration shall be in Bangladesh.
- (b) In the case of a dispute between the purchaser and foreign supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL (United National Commission on International Trade Law) Arbitration rules.

32. Notice

For the purpose of all notices, the following shall be the address of the purchaser and supplier.

Purchaser: Director Procurement,
Bangladesh Telecommunications Company Limited (BTCL),
Sher-e Bangla Nagar Telephone Exchange (Annex Building).
Sher-e Bangla Nagar Dhaka-1207.

Copy of such notice must be given to the Project Director (Full address of Project Director will be given during contract signing).

Supplier: (To be filled in the time of contract signing).

33. Familiarization with the sites

The supplier shall be deemed to have familiarized himself with the nature and location of the work, the general and local conditions of the sites, and all other matters which can in any way affect the work under the contract.

34. Completion of equipment

The supplier shall be responsible for the supply of goods as required. Any goods or materials etc. omitted which may be necessary for the completion and efficient performance of the system in accordance with the specifications shall be supplied by the supplier without any extra costs as if the cost of such goods or materials, etc. shall be deemed to have been included in the contract price. The supplier may at any time, with the prior written approval of BTCL make such changes in design of equipment as may in the supplier's opinion be necessary or desirable for reasons such as improvement of performance of equipment, goods and material and the like, provided such modifications do not enhance the cost of equipment and its maintenance. Where any modification suggested by the Contractor would entail an alteration to the price or delivery times, such modifications agreement shall be made by the both parties.

35. Progress Reports

35.1 During the work implementation period combined technical and management monthly reports shall be prepared and eight copies of each shall be submitted to BTCL within 10 (ten) days of the next following month.

35.2 **Management report with executive summary**

The management report shall present a complete review of the status of the program, accomplishments and developments. It shall include the schedule for the supplier's implementation performance in accordance with the contract and shall measure actual performance in accordance therewith.

35.3 **Technical Report**

The technical report shall complement and supplement the management report and shall include but not be limited to;

- Description of completed technical activities and attained milestones,
- Problem areas, both current and potential, with plans for corrective actions to avoid adverse effects on the program. The right is reserved to request expansion of any report item, or to request data and detailed schedules on additional areas.

36. Planning.

Within one month of the **Effective Date of the Contract**, the supplier shall give.

- the dates of readiness for Customer Proof of Concept.
- the dates of beginning and completion of delivery on the sites.
- the dates of readiness for Provisional acceptance testing.

The supplier shall provide an updated plan every one month showing progress and any possible slippage.

The purchaser shall appoint a field installation manager with whom the supplier's project manager shall maintain the closest possible co-operation at all times.

37. Meetings

At the beginning of the works, a meeting shall be held to co-ordinate the works (planning and technical aspects) of the various entities involved in the project. Representatives of the supplier and the purchaser shall have sufficient delegated authority to participate fruitfully in this meeting and shall be fully conversant with all background of the project. A technical review shall be held during this meeting to examine the finalized design proposed by the supplier after a final survey conducted by him.

38. Supplier's personnel

38.1 The supplier shall ensure that the staff he provides under the contract are suited in skill, health and temperament for the conditions and environment in which the work are to be implemented and that at least one member of such staff at each location, where major installation work is necessary, can converse fluently and competently to discuss technical matters in English, The supplier shall, where requested, produce to the purchaser a full curriculum vitae in respect of each of his personnel.

38.2 The supplier shall at the request replace any of the supplier's personnel on site if it is mutually agreed that they have proved to be unsuitable under term.

38.3 The contractor shall not engage any personnel for any work without employment permit, where such permits are required under existing laws of Bangladesh.

39. Facilities and Services

39.1 The purchaser shall at the supplier's request and at his expense assist in a timely fashion in the issuance of any work and/or entry permits, licenses, visas, etc. for personnel employed or temporarily engaged by the contractor.

39.2 Telephone and fax.
The supplier may have telephone and fax facilities at each installation site, wherever possible. In such cases, all call charges and installation charges shall be borne by the contractor.

39.3 The contractor shall, at his own expense, arrange premises for his office, land for his storage site, transportation facilities, office staffs, and any other facilities.

40. Covering Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall also be in the same language.

41. Taxes and Duties

As sated in clause 3.24 of Chapter-3 of Book-1.

42. Target Date for Completion

The completion time of **the work is 09 (nine) months in total having different phases** after coming into force of the contract. Supply, Installation, Testing and Commissioning of the NGN Core part (Softswitch, TGW, NMS, IP equipment) shall be completed within 04 (four) months, 30% of the access gateways and PON system within 06 (six) months and the rest shall be completed within 09 months. Supply of Optical fiber, HDPE duct and related accessories shall be supplied within 04 months. The Target date, however, may be improved depending upon the implementation time schedule of the contractor.

Deputy Director (Foreign Procurement)
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Section - 4

BoQ of the Contract

(the BoQ shall be attached Form by Form)

Section - 5

Annexure to the Contract

- Annex A: Tender Document Book One & Book Two including amendments, queries, answer to queries, clarifications etc., (if any)*
- Annex B: Tender Proposal of the Contractor - Technical and Financial*
- Annex C: Copy of Performance Guarantee Bond*
- Annex D: Time Schedule for Delivery and Completion*
- Annex E: List of Origin for Personnel, Goods & Services*
- Annex F: List of deviations from tender terms & conditions and specifications*
- Annex G: List of PAC components of the Contract*
- Annex H: List of FAC components of the Contract*
- Annex I: List of Other components of the Contract*

(All these annexure shall be attached)

- End -