

**BANGLADESH SUBMARINE CABLE COMPANY  
LIMITED**

**BIDDING DOCUMENT**

**FOR**

**"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON  
TURN-KEY BASIS"**

**GENERAL CONDITIONS OF TENDER AND  
CONTRACT**

**BOOK – 1**

**TENDER NO: 14.34.0000.006.07.14.18.02**

**ISSUE DATE: April 22, 2018**

**INVITED BY:**

**BANGLADESH SUBMARINE CABLE COMPANY LIMITED  
191, 7<sup>th</sup>-8<sup>th</sup> FLOOR, RAHMANS' REGNUM CENTER,  
TEJGAON-GULSHAN LINK ROAD, DHAKA-1208**

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## CHAPTER ONE

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### INVITATION FOR BID PROPOSALS

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- 1.1 Bangladesh Submarine Cable Company Limited (BSCCL) intends to procure gateway routers and rack for providing IP Transit services from its Kuakata landing station. Hence, a Tender is invited for “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS”.
- 1.2 The scope of works, Technical Specifications and relevant information are given in the Book-2 of the Bidding Document.
- 1.3 Interested eligible Bidders may obtain further information from the head office of Bangladesh Submarine Cable Company Limited (BSCCL), Rahmans’ Regnum Center (7<sup>th</sup> Floor), 191 Tejgaon-Gulshan Link Road, Dhaka-1209.
- 1.4 A complete set of Bidding Documents may be purchased from the head office of BSCCL 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 amount of Taka 10,000.00 (Taka Ten thousand) only on all working days from the date of publication of this invitation in the national dailies till the last date of selling the tender document mentioned in the Tender notice. No tender schedule/ document will be sold on the date of opening of tender. No tender document will be sold by post. Tender Information is also available at the following BSCCL web site: <http://www.bsccl.com>
- 1.5 The bid must be submitted in Single Stage Two (2) Envelops method. The first envelop, the Technical Proposal shall have two parts; the first part shall contain all the “Mandatory Documents” and the second part shall contain all the “Technical Documents”. The second envelop, Financial Proposal shall contain “Financial Documents” as per scope of work. The offer must be forwarded with a forwarding letter as per format shown in “Annex- A.1” for Technical Proposal and “Annex- A.2” for Financial Proposal.
- 1.6 Bids will be received and opened (Technical Proposal only) 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 head office of Bangladesh Submarine Cable Company Limited (BSCCL), Rahmans’ Regnum Center (7<sup>th</sup> Floor), 191, Tejgaon-Gulshan Link Road, Dhaka-1209
- 1.7 Bid Bond amounting to BDT 11,50,000.00 (Taka Eleven lac Fifty thousand only) 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 Bangladesh Submarine Cable Company Limited (BSCCL).
- 1.8 This Bid Bond must be issued by any scheduled Bank in Bangladesh acceptable to Bangladesh Bank and must be valid for 148 (One hundred forty eight) days from the date of opening of the technical 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 -A.3” of this document.

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

===== End of Chapter One =====

## CHAPTER TWO

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### DEFINITIONS

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

- 2.1 "BSCCL" means BANGLADESH SUBMARINE CABLE COMPANY LIMITED.
- 2.2 "Purchaser" means Managing Director, BANGLADESH SUBMARINE CABLE COMPANY LIMITED.
- 2.3 "Bangladesh Bank" means the Central Reserve Bank of Government of Bangladesh.
- 2.4 "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 BSCCL before the closing date of Tender.
- 2.5 "Tender", "Bid" or "Tender proposal" means the written offer in response to this INVITATION OF TENDER.
- 2.6 "Successful Bidder" means a Bidder who has received written notice from BSCCL saying that his tender is acceptable and with whom BSCCL wishes to negotiate to conclude the Contract (as hereinafter defined).
- 2.7 "Contractor/ Supplier" means a successful bidder who would sign the Contract with BSCCL.
- 2.8 "The Contract" means the written agreement concluded between BSCCL and Contractor for the execution of the Project.
- 2.9 "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.
- 2.10 "The Work" means all the work under the Contract up to the issuance of the Provisional Acceptance Certificate of the System including supply, installation and testing services of the Equipment, handing over of the spare parts, test equipment, remaining materials to BSCCL, clearing up of the Sites, training and submission of all the documents.
- 2.11 "The Equipment" means any and all kinds of equipment, apparatus materials and things that are to be provided by the Contractor to BSCCL under the Contract.
- 2.12 "The Services" means installation and testing services of the Equipment including survey, planning, designing, training and operation & maintenance assistance during the Guarantee period.
- 2.13 "The Site" means the land, building or other places on, under, in or through which the work is to be executed.
- 2.14 "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events include wars or revolutions,

political unrest, earthquakes, fires, floods, epidemic, quarantine restrictions and freight embargoes.

===== End of Chapter Two =====

## CHAPTER THREE

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### TERMS AND CONDITIONS OF THE BID

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- 3.1 In order to expand IP transit business, BSCCL intends to setup router in its KuakataPoP.  
As such it intends to procure all the required products and services for the work as mentioned subsequently in this Bidding Document in the name of "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS"
- 3.2 The detailed scope of works of this project shall constitute all works defined in all tender documents under this purchase.
- 3.3 The institution responsible for the implementation of the Project is Bangladesh Submarine Cable Company Limited (hereinafter called BSCCL).
- 3.4 Tenders are invited for the project implementation on a turn-key basis in accordance with this INVITATION FOR BIDS.
- 3.5 This invitation document for the bid proposals consists of:
- 3.5.1 GENERAL CONDITIONS OF TENDER AND CONTRACT titled as Book-1
  - 3.5.2 TECHNICAL SPECIFICATIONS titled as Book-2,
  - 3.5.3 Annexure A to Annexure H attached with Book-1
  - 3.5.4 BOQ Form-A to Form -F of Book-2.
- 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**  
BSCCL's own fund.
- 3.7 **Eligibility of Bidders**  
As defined in relevant clause of Book 1 and Book 2.
- 3.8 **Country of origin of the offered goods**  
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.  
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. BSCCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

3.11 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 Amendment of Bidding Documents**

3.12.1 At any time prior to the deadline for submission of Bids, BSCCL 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.

3.12.2 The amendment will be notified in writing or by email 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. BSCCL reserves the rights to add/delete/ modify any condition of tender documents.

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

**3.13 Language of the Bid proposal**

The Bid proposals 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.

**3.14 Documents Comprising the Bid**

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

3.14.1 Forwarding letter as per format "Annex-A.1" for Technical Proposal and "Annex-A.2" for Financial Proposal.

3.14.2 Signatory of Signing Authority

3.14.3 Tender Document purchase receipt

3.14.4 Bid Bond for earnest money as per for Annex- A.3

3.14.5 Incorporation Certificate

3.14.6 Up-to-date Trade license

3.14.7 TIN Certificate

3.14.8 VAT Registration Certificate

3.14.9 All Forms of Book-2 duly filled up



- 3.14.10 Bond for spares as per format of Annex-D
- 3.14.11 List of Attached Certificate as per format Annex-E
- 3.14.12 Schedule of compliance as per Annex-F
- 3.14.13 Manufacturer's Authorization as per Annex –H
- 3.14.14 All parts of proposal should be signed page by page and sealed.

### 3.15 **Bid Forms**

The Bidder shall complete the Bid Forms including preparation of its own detail listings of BoQ, for all goods, materials and services covered under this purchase. The prices would be detailed with all items, line items or part items.

### 3.16 **Bid Prices**

**3.16.1** Bid price shall be estimated in Bangladeshi Taka which includes the following costs:

- 3.16.2** Material Costs and related service costs
- 3.16.3** Including Inland transportation up to BSCCL's site
- 3.16.4** Local TAX, CD,VAT and IT

Unit Prices to be 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 "Material Deviation" and shall be rejected.

### 3.17 **Calculation Formula for Future Order**

The Bidder shall quote a detailed "Future Order Formula" as per format Form-E of book-2, separately for equipment and services both in Technical document and Financial document

- o The new prices as per quoted future order formula shall become effective only for orders placed after FAC and up to next five years from the FAC of all equipment and services as per BOQ under this purchase.
- o All parameters of the quoted formula must be described clearly.
- o Any disagreement will be treated as "Material Deviations".

### 3.18 **Insurance for bidders offered Products**

The bidder has to obtain relevant all insurance, Taxes and duties coverage (if required) for all types of transportation before and after shipment of the goods and for the period of storage in Bangladesh.

### 3.19 **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.

3.19.1.1 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.

3.19.2 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 installation capability necessary to perform the contract.

### 3.20 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.

- a. The documentary evidence of the goods and services eligibility shall consist of a statement 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.
- b. 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:
  - i. a detailed description of the goods essential technical and performance characteristics;
  - ii. 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
  - iii. 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.
- c. 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.

### 3.21 Bid Bond (Earnest Money)

1. To guarantee the fulfillment of the terms of tender, Bidder shall furnish BSCCL, in addition to his tender Proposal, with a bank guarantee or bank draft amounting 11,50,000.00(Taka eleven lac fifty 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 with the Technical Proposal. A bid without Bid Bond with Technical Proposal will be declared Not Eligible.
2. The Bid Bond shall be issued in the name of "Bangladesh Submarine Cable Company Limited". The Bid Bond will not accrue any interest. The specimen of Bank Guarantee for Bid Bond is shown in "Annex-A.3" of this document.
3. These Bid Bond must be issued by any scheduled bank in Bangladesh and shall have to be valid for 148 (One hundred forty eight) days from the date of opening of the bid.
4. Any bid not secured in accordance with proper amount or period of validity or not as per"Annex-A.3" shall be considered as Not-Eligible and shall be rejected.
5. Bid Bond of of the "Non-Responsive" bidders shall be returned after such declaration.

6. Bid Bond of responsive but unsuccessful bidders will be returned after receiving performance guaranty from the successful bidder.
7. If a Bidder withdraws its bid during the period of bid validity his Bid Bond shall be forfeited.
8. Bid Bond of the Successful Bidder will be returned after the performance guaranty is received by BSCCL.
9. If the Successful Bidder to whom the Notification of Award (NoA)/Letter of Intent(LoI) for the Contract is presented refuses or neglects or fails to furnish the required performance security bond, his Bid Bond shall be forfeited.

### 3.22 **Period of Validity of Bids**

1. Bids shall remain valid for 120 (One hundred twenty) days from the date of opening of the bids(Technical Proposal), as prescribed by the Purchaser or its subsequent amendment. A Bid valid for a shorter period shall be considered as "Non-Responsive" and shall be rejected.
2. If the purchaser has given no decision about the fate of the bids within the period of bid and Bid Bond, the bidder shall have the right to withdraw his bid, by giving a written notice, without forfeiting his security.
3. Until the purchaser has received no such written notice, it shall be deemed that the validity of the bid and the Bid Bond has been automatically extended up to the date of issuance of the said withdrawal notice by the bidder.
4. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to, shall be made in writing or by fax or by email. In such cases, the bidder shall suitably extend the Bid Bond. A Bidder may refuse the extension request without forfeiting its Bid Bond. In such case bid bond should be modified in terms of validity period only.

### 3.23 **Patent, Right, Royalties and Indemnity**

Prices stated in the Quotation shall be deemed to include all amounts payable for patent, right and royalties on or in respect of the Equipment (both hardware and software) or any part thereof and contractor shall automatically indemnify and keep BSCCL indemnified against all actions and claims arising out of the excise of any invention by reason of purchase or possession or the use of the system.

### 3.24 **Schedule of compliance**

1. Bidder shall provide (as per Annex F of Book-1 of tender Schedule), with 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 "**noncompliance**".
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, such agreement/ compliance shall not be

acceptable and the bid shall be considered as having “**non compliance**” to that item or clause.

### 3.25 **Guarantee for the System**

Bidder shall state in his Tender an undertaking to accept the following guarantee requirements:

- A. A guarantee that the system to be supplied complies with the requirements of the clauses of this Bidding Document.
- B. A guarantee from the Bidder that all the equipment covered by this purchase shall be covered by 2 (Two) year Warranty from the date of effect of the Provisional Acceptance Certificate (PAC). The Guarantee shall cover smooth operation and maintenance of the entire system covered by this purchase.
- C. If any equipment or part of equipment fails during this warranty period, the Bidder shall change this equipment or its concerned part at his own cost.
- D. Guarantee that if any additional hardware and software is required to expand any or all systems and facilities after FAC up to 5 years of the system, such requirement will be supplied according to the Order as per future formula provided by the bidder
- E. Guarantee that the prices for such supplies shall be less than or equal to the price levels as stated in his proposal, subject to calculation formula for future order.

### 3.26 **Deviations from Technical Specifications**

- a) If the Equipment proposed by the bidder has any negative deviation from the characteristics specified in Technical Specifications (Book 2), the bidder, shall provide a list of such deviations in a separate statement.
- b) If the bid does not contain such a list, it shall be deemed that the bid does not contain any negative deviation from any item or clause of this document.
- c) If the bid does not contain such list of deviation, but during evaluation process BSCCL finds any item(s) or clause(s) with negative deviation, the bid shall be treated as containing “material deviation”.
- d) The types of deviation and its consideration are stated in chapter of Book 2. The deviations are: Deviations, Reservation and Omission stated in Book-2.
- e) If the bidder proposed any deviation in his bid, such deviations shall not be binding on BSCCL unless they are specifically incorporated in the contract.

### 3.27 **Submission of the Bid Proposal**

- a) The Bidder shall prepare Two (2) copies of the Technical Bid and one copy shall be clearly marked as "Original" and others as "Copy" and One set (original) of Financial Proposal. At the event of any discrepancy between them the original shall govern. The bidder shall submit soft copy of technical proposal in one CD with Technical Proposal and soft copy of financial proposal in one CD with Financial Proposal. The Bidder are request to follow the envelope making process as mentioned in section 3.28.
- b) 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. All pages of the bid, including un-amended printed literature, shall be initialed by the person or persons signing the bid.
- c) 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 initialed by the person or persons signing the bid.

### 3.28 **Sealing and Marking of Bids**

- 1) Bids shall be submitted in Single Stage Two Envelope system. The envelope should be clearly marked and sealed and covered as below :
- 2) The envelope shall:
  - a) be addressed to the Purchaser at the following address :

Manager (Procurement & Logistics), BSCCL, 7<sup>th</sup> Floor, Rahmans' Regnum Center, 191 Tejgaon-Gulshan link Road, Dhaka-1208
  - b) Bear the markings "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS (Technical Proposal)"
  - c) Bear the markings "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS (Financial Proposal)"
  - d) and the invitation tender number & the words "DO NOT OPEN BEFORE 12:15 HOURS BST on May 21, 2018 for Technical proposal.
3. The inner envelopes will indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late".
4. If the outer envelope is not sealed and marked as required the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

### 3.29 **Deadline for Submission of Bids**

1. Bids must be received by the Purchaser at the address specified not later than the date and time specified in the tender invitation notification and its subsequent amendments (if any).
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 and/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 previously subject to the deadline will thereafter be subject to the deadline as extended.

### 3.30 **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.

### 3.31 **Modification and Withdrawal of Bids**

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline

- prescribed for submission of Bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions above. A withdrawal notice may also be sent directly or by Fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of Bids.
  3. No Bid can be modified after the deadline for submission of Bids.
  4. 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.

### **3.32 Opening of Bids by Purchaser**

1. On the date and time mentioned in the invitation notification, and its subsequent amendment (if any), the bids(Technical Proposal) will be opened by the Purchaser's representative, in the presence of Bidders or their representatives who choose to attend (even if not any).
2. The evaluation of all the bids shall be governed by the clauses specified in Book 2 of this document.
3. Initial examination of Technical Proposal (Mandatory Documents) will be held on the same day. Financial proposal will be kept as it is.
4. Other technical evaluation will conduct by TEC for further evaluation.
5. Bidders, who would be sub-sequentially responsible in the technical proposal, will be requested to attend the opening of Financial Proposal.
6. The Financial Proposal of the Non-Responsive bidder of Technical Proposal will be returned un-opened.

### **3.33 Clarification of Bid Proposals asked during evaluation**

To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a 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.

### **3.34 Evaluation and Comparison of Financial Portion of the Bids**

Financial proposal shall be evaluated as per criteria mentioned in chapter5 of Book 2 and other relevant clauses of the tender document.

### **3.35 Delivery Period and place of delivery**

The delivery period of equipment and services shall be 120 (one twenty ) days from the date of effect of the contract(EDC). The equipment shall be delivered and installed at Kuakata Submarine Cable Landing Station under Patuakhali district

### **3.36 Effective Date of the Contract (EDC)**

The "Contract" signed between BSCCL and the successful bidder shall deem to have come into effect from the date signing the contract.

Such signing date shall be termed as "Effective Date of Contract (EDC)".

### 3.37 Target Date for Completion

BSCCL expects that the completion date of the work as **04 (four)** months after coming into force of the contract. The Target date, however, may be improved depending upon the implementation time schedule of the contractor.

### 3.38 Award Criteria

The award of purchase contract to the successful bidder shall be governed by clauses specified in Chapters of Book 2 of this document.

### 3.39 Notification of Awards (NoA)

1. After finalizing the evaluation, the purchaser will notify the bidder, in writing, that his bid has become successful, that his bid has been accepted, that BSCCL intends to award the contract to him and that BSCCL intends to enter into a contract with him.
2. Upon receipt of "Performance Guaranty" from the successful bidder, BSCCL will notify, in writing, all unsuccessful bidders and will release their bid bond.

### 3.40 Performance Security

1. Upon receipt of notification of award, the successful bidder shall furnish a "**Performance Guaranty**" to the purchaser within 10 (ten) calendar days.
2. The amount of such "Performance Guaranty" shall be **10% (ten percent)** of the total contract price mention in the NoA.
3. The "Performance Guaranty" 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 C" with this document.
4. The proceeds of this "Performance Guaranty" shall be payable to the purchaser as compensation for any or many failure(s) of the bidder to complete his obligations stipulated in the contract.
5. The "Performance Guaranty" shall be discharged with or without deductions (as applicable) to the bidder after twenty eight days of issuing PAC upon his completion of performance obligations as described in the contract.

### 3.41 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 without any change in unit prices or other terms and conditions. The Bidder shall consider that the requirement of the specified equipment may change, depending upon the survey and actual situation during BOQ finalization.

### 3.42 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.

### 3.43 Taxes and Duties

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 and at the port of shipment up to BSCCL premises.
2. Taxes on articles, goods etc. brought into Bangladesh for contractor's personnel and office will be paid by the contractor.
  3. BSCCL will deduct TAX ,VAT and IT amount as per Govt. rules from the total contract value .which may same as said by bidder or variable at the time of payment and paid to NBR. The paid invoice evidence will be produced to contractor if so required.

### 3.44 Terms of Payment

1. For all payments due, the bidder shall submit necessary invoices, supported by relevant documents and certificates as per the following modalities;
2. All payment, payable in Bangladesh Taka shall be done by issuance of crossed cheques (of any national scheduled bank) by the relevant authorized official of BSCCL in the following manner;
3. The contactor's payable amount would be after deduction of Local TAX and VAT and IT.

### 3.45 Taxes and Duties

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 and at the port of shipment up to BSCCL premises.
2. Taxes on articles, goods etc. brought into Bangladesh for contractor's personnel and office will be paid by the contractor.
3. Contractor shall have to include local Tax , CD/VAT and IT in the offered amount.. BSCCL will be liable to deduct TAX VAT and IT amount as per Govt. rules from the total contract value.

### 3.46 Modes of Payment

#### **(a) Payment for Goods and Related Services supplied:**

Payment for Goods and Related Services supplied shall be made in local currency,as follows:

#### **A. Payment for Equipment Price**

- 1) 30 (Thirty percent) of the invoice amount shall be paid upon submission of a "Receipt of Goods in Good Condition Certificate" by the contractor. Such a certificate shall be issued by BSCCL upon receipt of relevant goods and materials in BSCCL premises or store (whichever is applicable).
- 2) 60% (Sixty percent) of the invoice amount shall be paid upon submission of a "Provisional Acceptance Certificate (PAC)"by the contractor. Such a PAC shall be issued by BSCCL upon completion of relevant contractual liabilities by the contractor.
- 3) Remaining 10% (Ten percent) of the invoice amount shall be paid upon submission of a "Final Acceptance Certificate (FAC)"by the contractor. Such a FAC shall be issued by BSCCL upon completion of relevant contractual liabilities by the contractor.

#### **B. Payment for Services**

- 1) An amount of 30% (Thirty percent) of the whole contract amount for Installation, Testing & Commissioning, Project Managementand documentation services shall be paid upon submission of a "Certificate of Commencement of Work " by the contractor



to support its claim. Such a commencement certificate shall be issued by BSCCL upon commencement of implementation works by the contractor.

- 2) An amount of 60% (Sixty percent) of the whole contract amount for Installation, Testing & Commissioning, Project Management and documentation services shall be paid upon submission of a "Provisional Acceptance Certificate (PAC)" by the contractor to support its claim. Such a PAC shall be issued by BSCCL upon completion of relevant contractual liabilities by the contractor.
- 3) The remaining 10% (Ten percent) of the whole contract amount for Installation, Testing & Commissioning, Project Management and documentation services shall be paid upon submission of a "Final Acceptance Certificate (FAC)" by the contractor to support its claim. Such a FAC shall be issued by BSCCL upon completion of relevant contractual liabilities by the contractor.

**C. Payment for Factory Test Price**

100% (One hundred percent) of the whole contract price for factory test shall be paid upon submission by the contractor "Successful Completion of Service for Factory Test" Certificate to support his claim. Such Factory Test Certificate shall be signed by BSCCL engineer(s) attending the factory test upon successful completion of the Factory Testing at site of manufacturer's premises.

**D. Payment for Foreign Training**

100% (One hundred percent) of the whole contract price for factory training and incidental services shall be paid upon submission by the bidder the "Successful Completion of Service for Foreign Training" to support its claim. Such a completion certificate shall be issued by BSCCL upon completion of relevant training program(s).

**E. Payment for Local Training**

100% (one hundred percent) of the whole contract price for local training and incidental services shall be paid upon submission by the contractor a "Successful Completion of Service for Local Training" Certificate to support this claim. Such a completion certificate shall be issued by BSCCL upon completion of relevant training program(s).

**F. Payment for all types of Maintenance Support Services**

100% (one hundred percent) of the whole contract price for Maintenance Support services shall be paid on half yearly basis and shall be paid upon submission by the contractor the "Successful Completion of Service for **Maintenance Support**" certificate after end of each half year, to support this claim. Such a completion certificate shall be issued by BSCCL upon completion of the relevant maintenance support program(s).

**G. Payment for Local Transportation**

- 1) 100% (Hundred percent) of the invoice amount shall be paid upon submission of a "Arrival of Goods and Materials Certificate" by the contractor. Such a certificate shall be

issued by BSCCL upon receipt of relevant goods and materials in BSCCL premises or store (whichever is applicable).

**H. Payment for PAT & FAT Services**

100% (one hundred percent) of the PAT and FAT services of the contract price shall be paid upon submission by the Contractor a “PAC” and “FAC” respectively to support his claim.

===== End of Chapter Three =====

# *ANNEXURES*

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## ANNEX-A.1

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### BID FORWARDING for Technical Proposal

---

(LETTER HEAD OF THE BIDDER)

Our Ref :

Date :

To

The Managing Director  
Bangladesh Submarine Cable Company Limited (BSCCL)  
191, 7<sup>th</sup> & 8<sup>th</sup> Floor, Tejgaon-Gulshan Link Road  
Dhaka 1209.

Subject: Technical Proposal Submission letter

Invitation ref no-

Date:

Having examined the Bidding Documents including all its annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS" in conformity with the said bidding documents of this bid.

We, attach herewith a Bid bond(earnest money) in the form of Bank Guarantee/ Bank Draft/ Pay Order (cross out irrelevant part)from.....of.....  
....., Bangladesh. This Bid Bond shall be valid for a period of.....(.....) calendar days after the date fixed for bid opening.

We declare that, we abide by all clauses of this bid and whether our bid is accepted or not, this bid shall be valid for a period of ..... (.....) calendar days from 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.

We declare that, allBoQ forms without price is attached with this Technical Proposal and all BoQ forms with price is attached with Financial Proposal.

We declare that all relevant documents and list of certificate according to all of Evaluation Criteria are fulfilled.

We declare that, we have completed all Forms of Book-2 as per requirement of the tender.

We declare that, if our bid is accepted we will obtain the Performance Guarantee of a bank in a sum 10% of (ten percent) of the total evaluated price of our financial offer from any recognized bank of Bangladesh in the format as per "ANNEX-C" of the Book-1.

We declare that, for all purposes related this tender bid, we are representing by our own office/ by M/S  
..... of....., Bangladesh.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award (NOA), shall constitute a binding contract between us and BSCCL.

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

Dated ..... dayof ..... 2018.

\_\_\_\_\_  
Signature & Seal

## ANNEX-A.2

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### BID FORWARDING for Financial Proposal

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(LETTER HEAD OF THE BIDDER)

Our Ref :

Date :

To  
The Managing Director  
Bangladesh Submarine Cable Company Limited (BSCCL)  
191, 7<sup>th</sup> & 8<sup>th</sup> Floor, Tejgaon-Gulshan Link Road  
Dhaka 1209.

Subject: Financial Proposal Submission letter

Invitation ref no-

Date:

Having examined the Bidding Documents including all its annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS" in conformity with the said bidding documents of this bid and the following prices and discounts apply to our Tender:

The Tender Price is:	[insert amount in Tender currency] [insert above amount in words]
The unconditional discount(if any) proposed in this tender	[insert %] [insert percent in words]

We declare that, we abide by all clauses of this bid and whether our bid is accepted or not, this bid shall be valid for a period of ..... (.....) calendar days from 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.

We declare that, our bid price including all BoQ forms with price is attached with this Financial Proposal only.

We declare that, if our bid is accepted we will obtain the Performance Guarantee of a bank in a sum 10% of (ten percent) of the total evaluated price of our financial offer from any recognized bank of Bangladesh in the format as per "ANNEX-C" of the Book-1.

We declare that, for all purposes related this tender bid, we are representing by our own office/ by M/S ..... of....., Bangladesh.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award (NOA), shall constitute a binding contract between us and BSCCL.

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

Dated ..... day of ..... 2018.

\_\_\_\_\_  
Signature & Seal

## ANNEX-A.3

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### BID BOND (EARNEST MONEY)

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Where as \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid for "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS"(Hereinafter called "the Bid"). KNOW ALL MEN by these present \_\_\_\_\_ that \_\_\_\_\_ having \_\_\_\_\_ our \_\_\_\_\_ registered \_\_\_\_\_ office at \_\_\_\_\_ (hereinafter called "the Bank") are bound to Managing Director, BSCCL (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 \_\_\_\_\_ 201\_\_\_\_.

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 Notification of Award(NoA)/letter of Intent(LoI) 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 Security, 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)

## ANNEX-B

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### DECLARATION ON OBSERVANCE OF ETHIC

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(LETTER HEAD OF THE BIDDER)

#### DECLARATION ON OBSERVANCE OF ETHICS

Whereas, We, M/s. .... are submitting our bid in response to BSCCL's tender notice No. ...., Dated ..... for "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS".

- a) and we hereby pledge that we shall not be engaged in :
- b) 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;
- c) 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;
- d) a collusive practice, which shall mean a scheme or arrangement between two or more bidders, 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; and
- e) 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.

Signature and seal

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 201\_\_\_\_\_

Duly authorized to sign for and on behalf of M/s. \_\_\_\_\_

## ANNEX-C

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### PERFORMANCE GUARANTY

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WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") having received a Notification of Award (NoA)/letter of Intent(LoI) from BSCCL to sign a contract to undertake all the works related to "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS".

and whereas it has been stipulated by you that the contractor shall furnish you 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 Supplier a Guarantee;

THEREFORE WE hereby confirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of at least Bangladesh Taka..... (in word.....) 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 MANAGING DIRECTOR, BSCCL or a clearance certificate from the Managing Director, BSCCL is sent to the Bank before expiry of the validity of the Bond.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ .

Authorized signature and seal of the guarantors (Bank)

Address of the guarantors (Bank)

Date



## ANNEX-D

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### BOND FOR SPARES

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Whereas, We, ....., are submitting our bid for "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GATEWAY (IIG) ROUTERS AND ACCESS SWITCHES ON TURN-KEY BASIS".

and whereas we understand that as per relevant clause of the said tender document, BSCCL is in need of 2(two) years spares to be quoted with main offer, we enclose a list of such spares with our bid offer.

We also guarantee that the flow and availability of all spare parts and units without major design change for at least 2(two) years after the expiry of 2 years Warranty and 3 years post warranty period .

Spare Parts can be ordered with future order formula stipulated in the bid and we will deliver accordingly.

Signature and seal

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 201 \_\_\_\_\_.

Duly authorized to sign for and on behalf of \_\_\_\_\_

## ANNEX-E

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### LIST OF ATTACHED CERTIFICATES

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(Only the certificates listed here will be considered for Bid evaluation)

SI	Subject of Certificate	Details of Issuing Authority		
		Name of the Operator with Address & Website	Tel number, Fax Number & e-mail of person signed the certificate	Contact person who can speak English (name, designation, phone & fax number, e-mail)

## ANNEX-F

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### SCHEDULE OF COMPLIANCE

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Clause No	Item	Bidder's Response		Reference
		Agreed	Not Agreed	

### SAMPLE PROFORMA FOR THE CONTRACT

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This SECTION deals with GENERAL CONDITIONS OF TENDER & CONTRACT where upon the Contract shall be negotiated between the Successful Tenderer and BSCCL. 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.

#### 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, the laws rules and regulations of the Government of the People's Republic of Bangladesh shall prevail.

**3. Contractor's Risk.**

1. Contractor shall take upon himself the whole risk of executing the Work according to the Implementation Time Schedule and the Equipment 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.

2. As for the damage loss or injury caused by Force Majeure respective clause(s) shall apply.

**4. Transfer of Title and Risk.**

1. The title of ownership for the Equipment to be supplied under the Contract shall be transferred to BSCCL at the moment of issuing of bill of lading or airway bill when the Equipment is actually loaded on board of ocean cargo vessels or aircraft at the port of shipment.

2. Contractor's Goods shall not be subject to this Clause.

3. However, this transfer of title shall not be construed as meaning an acceptance of the equipment by BSCCL.

4. The entire title of the System shall be automatically passed to BSCCL at the issuance of the Provisional Acceptance Certificate of the System.

**5. Country of Origin of Goods**

Country of origin of equipment may be any country except Israel.

**6. Delivery and Documents.**

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 transportation plan, installation, service testing plan and training plan, together with detail implementation time sequence and estimated duration of the project.

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.

## **7. Incidental Services.**

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 site assembly, installation and start-up of the supplied goods.
- b) Self testing of all equipment to ensure their proper performance.
- c) Providing material and technical assistance to BSCCL for PAT of the system.
- d) Providing all types of material and technical support to BSCCL up to issuance of the last NOC
- e) Furnishing of proper documentation.

## **8. Guarantee for supply of spare parts**

The Contractor provides the guarantee to the effect that, he shall guarantee the flow and availability of all spare parts and units with or without major design changes i.e., at least 5(Five) years after the expiry of warranty of the system.

## **9. Guarantee Period for the equipment**

1. The contract includes a guarantee period for all the equipment and services covered by this purchase. The guarantee shall be for 2 (Two) calendar years from the date of issuance of each Provisional Acceptance Certificate (PAC). The guarantee shall cover smooth operation and maintenance of the entire system under this project.
2. If any equipment or part of equipment fails during this guarantee period, the bidder shall change this equipment or its concerned part at his own cost (including CD-VAT, transportation to site etc.).

## **10. Maintenance support by the contractor**

### **1. Maintenance Support during the Warranty Period.**

The Contractor, at his own cost, shall provide number of personnel as per Book-2 to provide full maintenance support for all equipment and sites covered by this purchase. The service shall commence from the day of commissioning of the first system of the network and continue up to the end of the "Guarantee Period" of the network.

### **2. Post Guarantee Maintenance Assistance**

As per Book-2

## **11. Testing**

### **1. Provisional Acceptance Test (PAT)**

As per Book-2

### **2. Final Acceptance Test (FAT)**

As per Book-2

## **12. Training**

As per Book-2

### **1) Foreign Training**

As per Book-2

### **2) Local Training**

As per Book-2

## **13. Documentation**

The Bidder shall supply at least (but not limited to) the technical documentation for the

equipments before PAT.

**14. Effective Date of Contract**

The "Contract" signed between BSCCL and the successful bidder shall be deemed to have come into effect from the date of signing the contract. Such acceptance date shall be termed as "Effective Date of Contract (EDC)".

**15. Target Date for Completion**

BSCCL expects that the completion date of the work as 120 (one hundred twenty) days after coming into force of the contract. The Target date, however, may be improved depending upon the implementation time schedule of the contractor.

**16. Modes of Payment**

For all payments due, the bidder shall submit necessary invoices, supported by relevant documents as per the following modalities.

- a) Payment of Equipment Price As per Chapter-Three, Book-1.
- b) Payment for Training and Incidental services As per Chapter-Three, Book-1.
- c) Payment for Maintenance Support Program services As per Chapter-Three, Book-1.

**17. Contract Amendments**

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

**18. 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.

**19. Delays in the Supplier's Performance.**

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
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 security, imposition of liquidated damages, and/or termination of the contract for default.

**20. 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 a 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.

**21. Termination for Default.**

- 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 fails to perform any other obligations under the contract.
- 2) In the event the purchaser terminates the contract pursuant to para 21.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods 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.

## **22. Effect of Force Majeure.**

1. Notwithstanding the provisions of Clauses 19, 20, 21 of Book-1, the supplier shall not be liable for forfeiture of its performance security, 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.
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 is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **23. 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.

## **24. Termination for convenience.**

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.
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.

## **25. Resolution of Disputes.**

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

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.

## **26. Notice.**

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

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

**27. 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.

**28. 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.

**29. Planning.**

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

- The date of beginning and completion of installation on the sites.
- The date of readiness for initial acceptance testing.

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.

**30. Supplier's personnel.**

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. The supplier shall where requested produce to the purchaser a full curriculum vitae in respect of each of his personnel.
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.
3. The contractor shall not engage any personnel for any work without employment permit, where such permits are required under existing laws of Bangladesh.

**31. Taxes and Duties.**

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.
2. Taxes on articles, goods etc. brought into Bangladesh for contractor's personnel and office will be paid by the contractor.
3. The purchaser will be responsible for the expenses related to the customs clearance but the work is to be done by the contractor.
4. . BSCCL will deduct,VAT and IT amount as per Govt. rules .Before winding up of its activities after end of the project work, the contractor shall provide BSCCL with a guarantee that it has no outstanding tax or duty payments to any organization of Bangladesh related to this project.



## ANNEX-H

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### Manufacturer's Authorization

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(Print on Letter Head Pad of the Manufacturer)

#### **Manufacturer's Authorization**

Invitation for Bid No.:

Date:

To:

The Managing Director  
Bangladesh Submarine Cable Company Limited (BSCCL)  
191, 7<sup>th</sup>& 8<sup>th</sup> Floor, Tejgaon-Gulshan Link Road  
Dhaka 1209

WHEREAS( Company Name and Address )who are official manufacturers of (Product Name), having factories at (Factory address)do hereby authorize (Bidder Name and address)to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

(Name and Model No. of the Goods)

We hereby extend our full guarantee for 2 year warranty period; assure the maintenance services and also assure that spare parts will be available for next 5 year after the warranty period, with respect to the Goods, services and spares offered by the above firm in reply to this Invitation for Bids.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Date

Duly authorized to sign the Authorization for and on behalf of

Company Seal