

**BANGLADESH SUBMARINE CABLE COMPANY LIMITED**

**BIDDING DOCUMENT**

**FOR**

**Supply, Installation, Testing and Commissioning of DC Power System consisting of Rectifier and Battery for SMW4 Submarine Cable Landing Station at Cox's Bazar.**

**TENDER NO: 14.34.0000.110.07.014.18.01**

**ISSUE DATE: 15/04/2019**

**BANGLADESH SUBMARINE CABLE COMPANY LIMITED  
191, 7<sup>th</sup>-8<sup>th</sup> FLOOR, RAHMANS' REGNUM CENTER,  
TEJGAON-GULSHAN LINK ROAD, DHAKA-1209**

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## CHAPTER ONE

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### INVITATION FOR BID PROPOSALS AND INSTRUCTIONS TO THE BIDDERS

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- 1.1 Bangladesh Submarine Cable Company Limited (BSCCL) intends to procure DC Power System for SMW-4 Landing Station, Cox's Bazar. Hence, a Tender is invited for "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR"
- 1.2 The scope of works, Technical Specifications and relevant information are given in the related sections of the Bidding Document.
- 1.3 Interested eligible Bidders may obtain further information from the head office of Bangladesh Submarine Cable Company Limited (BSCCL), 191, 7<sup>th</sup> and 8<sup>th</sup> floor, Rahmans' Regnum Center, 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 7,500.00 (Taka Seven thousand Five hundred) 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.bscccl.com>
- 1.5 The bid must be submitted in Single Stage Two (2) Envelops method. The first envelop is for the "Technical Proposal" which 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 is for "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-C" for Technical Proposal and "Annex- D" for Financial Proposal.
- 1.6 Bids will be received and only the Technical Proposal will be 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 head office of Bangladesh Submarine Cable Company Limited (BSCCL), 191, 7<sup>th</sup> and 8<sup>th</sup> floor, Rahmans' Regnum Center, Tejgaon-Gulshan Link Road, Dhaka-1209
- 1.7 Bid Bond amounting to BDT 3,00,000.00 ( Taka Three lac only) must be enclosed with the Technical Proposal. The Bid Bond shall be in the form of Bank Guarantee in favour of Bangladesh Submarine Cable Company Limited (BSCCL).
- 1.8 The Bid Bond must be issued by any scheduled Bank in Bangladesh acceptable to Bangladesh Bank and must be valid for at least 148 (One hundred forty eight) days from the date of opening of the Technical Proposal. The Bid Bond will not accrue any interest. The bid bond to be submitted in terms of a Bank Guarantee shall be submitted in the format shown in "Annex -E" of this document.
- 1.9 Total Two (2) sets of the Technical Proposal shall be submitted by the bidder, out of which 1 (one) set shall be marked as "ORIGINAL" and another set shall be marked as "Copy". A soft copy shall also be provided in CD (in PDF format) with the Original Set.
- 1.10 One set of the Financial Proposal shall be submitted by the bidder, which shall be marked as "ORIGINAL". A soft copy shall also be provided in CD (in Excel & PDF format) with Original Set. The "Financial Proposal" shall be sealed properly.

The soft copy may be protected by password. In such case, the password shall be supplied separately with the CD.

1.11 Bidder shall note that any gross violation of the above instruction will result in **rejection** of the bid.

1.12 The Bidder's "**Mandatory Documents**" shall comprise of the following documents.

1.12.1 Tender Document Purchase Receipt

1.12.2 Forwarding of the Technical Proposal (as per "Annex C" attached in Annexure, duly filled up and properly signed by the bidder).

1.12.3 Bid Bond (as per "Annex E" attached in Annexures, duly filled up and properly signed by the issuing bank authority).

1.12.4 A "Declaration on Observance of Ethics" (as per "Annex F" attached in Annexures, duly filled up and properly signed by the bidder).

1.12.5 The Letter(s) of Authorization from the manufacturer (s) of Rectifier System and Battery, if the manufacturer themselves are/is not the bidder (as per "Annex J" attached in Annexures).

1.12.6 Power of attorney in favor of the authorized signatory for signing the bid. Both signature and initial (if used) of the authorized signatory should be attested by competent authority. The bidder shall submit the photocopy of national ID/passport of the authorized signatory with the bid.

1.12.7 List of Attached Certificates as per format of Annex-I mentioned in Annexure.

1.12.8 Documentary Evidences to Establish Equipment's performance as stated in clause 3.17

1.12.9 Documentary Evidences Establishing Bidder's Experiences as stated in clause 3.15.

1.12.10 Bond for Spare as per Annex-G of the Annexure.

1.12.11 Bidder's Basic Data as per Annex-K of the Annexure.

1.12.12 Bidder's Financial Information as per Annex-L of Annexure.

1.13 For the certificates/documents mentioned in clause 1.12.8 and 1.12.9 above, BSCCL shall have the right to choose methods, timings and procedures of examining the authenticity of the submitted documents. The procedure may include (but not limited to) among others, making direct contacts to relevant persons or gathering information from other sources like web sites, other web publishes, technical journals, newsletters of industry, professional or trade organizations etc. BSCCL shall have the authority to contact the persons/organizations issuing those certificates/documents to ascertain the authenticity of any or all submitted certificates/documents. The bidder shall keep the relevant contact persons informed about the possible contact by BSCCL.

1.14 On the day of opening of the tender document, only the envelop containing the "Technical Proposal" shall be opened by the Tender Opening Committee (TOC). After opening of the "Technical Proposal" the first part i.e., "Mandatory Documents", will be examined to check the presence of all the Mandatory Documents and asked in Clause 1.12. On the basis of such examination, a "Tender Opening Statement" along with a list of received bids shall be prepared by the TOC and the Representatives of all the bidders, present on spot, shall have to sign on the opening statement and have the right to obtain a photocopy of that statement.

1.15 On completion of the opening formalities, the Technical Proposals of the received bids will be forwarded to the Tender Evaluation Committee (TEC) for Evaluation. All the Financial Proposals will be kept in safe custody of HOPE of BSCCL.

1.16 The process of evaluation shall be carried out in two parts; i.e., "Evaluation of Technical Proposals" and "Evaluation of Financial Proposals". The bidders shall note the financial proposal of only those bidders will be evaluated whose Technical Proposals will become Eligible and Responsive in the evaluation of Technical Proposals. The Financial Proposals of those bidders whose Technical Proposals will become either 'Not Eligible' or 'Non

Responsive' in the evaluation of Technical Proposals, will be returned to the respective bidders without opening.

1.17 During the Evaluation of Technical Proposals, the first part of the Technical Proposal i.e. the Mandatory Documents will be examined first by the TEC. During such examination, the presence and contents of "Mandatory Documents" of all the bidders will be examined. If, for any Bidder, this folder (Mandatory Documents) does not contain all of the required documents listed above in clause # 1.12, and/or the submitted documents do not fulfill the requirements of different sub-clauses of clause # 1.12; the TEC will declare that bid as "**Not Eligible**" and will not consider it for further evaluation.

1.18 The bids of only those Bidders, whose Technical Bids have not been considered as "not eligible" by the TEC, vide clause # 1.17 above, shall automatically be considered as "**Eligible**". The bids of only those bidders, whose bid is found to be "Eligible" shall be considered for further technical evaluation.

1.19 **Each set of the "Technical Documents" shall contain the following documents:**

1.19.1 Brochure/Catalog/Data Sheet of the equipment published by the Manufacturer, showing model name, description and capacities etc. for the equipment offered. Downloaded documents from web site (address must be given) shall be acceptable provided that the documents contain the required information

1.19.2 Explanation of Redundancy of Rectifier.

1.19.3 The Bidder shall explain, in a separate and self-explanatory document with the offer, the process of expansion from the initial capacities to the final capacities of the equipments where applicable

1.19.4 Detail Bill of Quantity (BoQ) of all equipment, goods and services as per formats given in Form-B of Annexure but **WITHOUT PRICE**. The bid will be declared **Non-Responsive** if the Technical Proposal (other related forms) contains price.

1.19.5 A "Clause by Clause Compliance Schedule" to all the clauses and sub-clauses of the Tender Document. The schedule shall be prepared as per format shown in Annex M of Annexures of tender document. In the reference column of Annex-M the bidder must clearly mention the volume, chapter, page number(s) etc. to help the TEC to verify the claim of the bidder against the respective clause.

1.19.6 The purchased Tender document including any clarification and/or corrections issued by BSCCL duly signed (in original) and stamped in every page by an authorized representative of the bidder

1.19.7 The bidder shall also submit necessary documents proving professional and technical qualifications and competence, financial capability, managerial capability, experience in project management to perform the contract. The documents will be used for "**Post-qualification**" purpose.

1.19.8 Failure to submit any of the above documents mentioned in Sub-**Clause 1.19.1-1.19.7** may result in declaration of the concerned bid as "**Non-Responsive**".

1.20 **The "Financial Proposal" of the Bidder shall include the following documents:**

1.20.1 A forwarding letter in the bidder's letter head/pad as per format given in Annex-D of Annexure.

1.20.2 All BoQ Forms attached in Annexure showing items, quantities and prices.

1.20.3 The price offered by the bidder shall be inclusive of all Taxes, Duties including the import duty and VAT. BSCCL shall deduct the VAT and Income Tax (AIT) before payment of the bill of the contractor as per prevailing rules of the government.

## 1.21 Special information for the bidders

The bidder shall note that, during submission of the bid, if it does not comply and/or disagrees to any or many specification, terms and/or conditions set forth in this document and/or proposes any alternate specification, terms and/or conditions; such **non-compliance** and/or disagreement and/or alternate specification, terms and/or conditions shall not be binding upon BSCCL until and unless such **non-compliance** and/or specification and/or terms and/or conditions have been accepted by BSCCL and has been incorporated in writing in the Purchase Contract and/or any other document which has been declared as part of the contract

- 1.22 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=



**TERMS AND CONDITIONS OF THE BID**

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3.1 The detailed scope of works of this project shall constitute all works defined in this tender documents under this purchase.

3.2 The institution responsible for the implementation of the Contract is Bangladesh Submarine Cable Company Limited (hereinafter called BSCCL).

3.3 **Source of Funds**

BSCCL's own fund.

3.4 **Eligibility of Bidders**

- i. This Invitation for Tenders is open to eligible Tenderers from all countries, except Israel. The Tenders must have valid Trade License to do business in Bangladesh
- ii. Tenderers shall have the legal capacity to enter into the Contract.
- iii. Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of Bangladesh
- iv. Tenderers are not restrained or barred from participating in public Procurement on grounds of execution of defective supply in the past under any Contract.
- v. Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- vi. Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.

3.5 **Country of origin of the Goods**

The offered equipment/goods shall be from any country except **Israel**.

3.6 **Eligible Goods and Services**

3.6.1 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.

3.7 **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.

3.8 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.

### 3.9 **Amendment of Bidding Documents**

3.9.1 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.

3.9.2 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.

3.9.3 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.

### 3.10 **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.

### 3.11 **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:

- i. Forwarding letter as per format "Annex-C" for Technical Proposal and "Annex-D" for Financial Proposal.
- ii. Power of Attorney for the Signatory who signs and submits the bid
- iii. Tender Document purchase receipt
- iv. Bid Bond for earnest money as per for Annex- E
- v. Certificate of Incorporation ( if limited company)
- vi. Up-to-date Trade license.
- vii. Tin Certificate
- viii. VAT Registration Certificate
- ix. All Forms duly filled up
- x. List of Attached Certificate as per format Annex-I
- xi. Schedule of compliance as per Annex-M
- xii. Manufacturer's Authorization as per Annex -J
- xiii. All parts of proposal should be signed page by page and sealed.

### 3.12 **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.

### **3.13 Bid Prices**

**3.13.1** Bid price shall be in Bangladeshi Taka which includes the following cost.

- a) Material and Services Cost
- b) Inland transportation up to BSCCL's site
- c) Price shall be inclusive of all import duties, local TAX and VAT

**3.13.2** 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 **“Non-Responsive”** and shall be rejected.

### **3.14 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.

### **3.15 Qualification requirements of the Bidder**

The Bidder must fulfill the following requirements along with supporting document to establish the Bidder's qualifications to perform the Contract. If any bidder fails to meet the required qualification then his bid will be declared as “Not-Eligible” and will not be considered for further evaluation.

- a. The minimum years of general experience of the Bidder in the supply of Electrical Power Goods and related services as Supplier shall be 5 (five) years..
- b. The minimum specific experience as Supplier in supply of similar Goods (DC Power Equipment) of at least 2 (two) contracts successfully completed within the last 7 (seven) years, each with a value of at least Tk. 10 (ten) million. If the bidder supplied the DC power equipment along with other equipment/goods under the same contract then the contract price of the DC power equipment shall not be less than Tk. 10 (ten) million.
- c. The bidder must have working capital/credit facility/liquid asset of a minimum amount of Taka 10 (Ten) million. The bidder shall submit documentary evidence in this regard.

### **3.16 Documents Establishing Goods Eligibility and their Conformity to Bidding Documents**

The Bidder shall furnish, as part of its bid, documents establishing the eligibility of the offered goods and their conformity to the Bidding Documents. It shall consist of at least the following documents:

- 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 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.

### **3.17 Documentaries' for Establishing Performance of the offered Equipment**

To establish the performance of the offered goods/equipment bidder shall submit certificates from at least 3 (three) users stating that the offered model/type of goods/equipment are being used by them for at least 3 (three) years and they are satisfied with the performance of the goods/equipment.

The equipment might not be supplied by the bidder to the user i.e any user of the proposed equipment/goods, in this country or abroad, can issue the said certificate.

The above mentioned performance certificate is necessary only for the offered Rectifier and Battery.

### **3.18 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 3,00,000.00(Taka Three lac 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 with the Technical Proposal.
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-E" 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-E" shall be considered as Not-Eligible and shall be rejected.
5. Bid Bond 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.

### 3.19 Period of Validity of Bids

1. Bids shall remain valid for 120 (One hundred twenty) days from the date of opening of the 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 validity of the bid, 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.

### 3.20 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.

### 3.21 Schedule of compliance

1. Bidder shall provide (as per Annex M of tender document), with the bid, a schedule of compliance, listing every clause of the Tender Documents 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**”.
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. Any bid without the Schedule of Compliance may be declared **Non-Responsive** by BSCCL.

### 3.22 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.

### 3.23 Deviations from Technical Specifications

- a) If the Equipment proposed by the bidder has any negative deviation from the characteristics specified in Technical Specifications, 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 Technical Specifications (chapter five). The deviations are: **Material Deviations, Reservation and Omission**.
- 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.

### 3.24 Submission of the Bid Proposal

1. The Bidder shall prepare Two (2) copies of the Technical Proposal 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 Clause 3.24.
2. 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.
3. 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.

### 3.25 Sealing and Marking of Bids

1. Bid’s shall be submitted in Single Stage Two Envelop 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 (P & L) , BSCCL, 7<sup>th</sup> h Floor, Rahmans’ Regnum Center, 191. Tejgaon-Gulshan link Road, Dhaka-1208
  - b) Bear the markings "Supply, Installation, Testing and Commissioning of DC Power System consisting of Rectifier and Battery for SMW4 Submarine Cable Landing Station at Cox’s Bazar”.

c) and the invitation tender number & the words "DO NOT OPEN BEFORE ..... HOURS BST on.....-.....- 2019 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.

### **3.26 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.

### **3.27 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.

### **3.28 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.

### **3.29 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 different clauses of the tender 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. Full technical evaluation will conduct by TEC for further evaluation.
5. Bidders, who would be sub-sequentially responsive in the technical evaluation, will be requested to attend the opening of Financial Proposal.
6. The Financial Proposal of the bidders found Non-Responsive in Technical evaluation will be returned un-opened.

### **3.30 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.

### **3.31 Evaluation and Comparison of the Bids**

The bids to be received within the deadline will be evaluated as per the criteria mentioned in Chapter six of the tender document.

### **3.32 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

### **3.33 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)".

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

The equipment shall be delivered and installed at SMW4, Submarine Cable Landing Station, Cox's Bazar.

### **3.35 Award Criteria**

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

### **3.36 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.



### **3.37 Performance Security**

1. Upon receipt of notification of award, the successful bidder shall furnish a “**Performance Guarantee**” to the purchaser within 14 (fourteen) calendar days.
2. The amount of such “Performance Guarantee” shall be 10% (**ten percent**) of the total contract price mention in the NoA.
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- H**” with this document.
4. The proceeds of this “Performance Guarantee” 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. Validity of the performance Guarantee shall be minimum 6 (six) months from the date of signing of the contract.
6. The “Performance Guarantee” shall be discharged with or without deductions (as applicable) to the bidder after twenty eight days from the date of issuance of the PAC upon his completion of performance obligations as described in the contract.

### **3.38 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.

### **3.39 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.

### **3.40 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 VAT and IT amount as per Govt. rules from the total contract value. The paid invoice evidence will be produced to contractor if so required.

### **3.41 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.

### **3.42 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.

### **3.43 Effect of Force Majeure.**

- 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) For purposes of this clause, "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 may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity wars or revolutions, fires, floods, epidemic, quarantine restrictions and freight embargoes.
- 3) 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.

### **3.44 Termination for Default.**

- i. The Purchaser may, without prejudice to any other remedy for breach of contract, by 30 (Thirty days) prior written notice of default sent to the contractor, terminate the contract in whole or in part:
  - (a) If the contractor 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 contractor fails to perform any other major obligations under the Contract.
- ii. In the event the purchaser terminates the contract in whole or in part, pursuant to clause 3.45 (Termination for Convenience), the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to the purchaser for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

### **3.45 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.

### **3.46 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.

### **3.47 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 arbitrator as per Arbitration Act 2001. The project implementation under this agreement shall continue during the arbitration proceedings.

### **3.48 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;
  - a) All payment in Bangladeshi 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:
  - b) The contactor's payable amount would be after deduction of Local VAT and IT.

### **3.49 Mode of Payment**

#### **(a) Payment for Goods:**

Payment for Goods supplied shall be made in local currency in the following manners:

- 1) 40 (Forty percent) of the invoice amount for the supplied goods shall be paid upon submission of a "Arrival of Goods and Materials Certificate" by the supplier. Such a certificate shall be issued by the DGM (O&M) of Cox's Bazar Cable landing station of BSCCL upon receipt of relevant goods and materials in BSCCL premises or in store (whichever is applicable).

- 2) 50% (Fifty percent) of the invoice amount for the supplied goods shall be paid upon submission of a "Provisional Acceptance Certificate (PAC)" by the contractor. Such a PAC shall be issued by concerned officer of BSCCL upon completion of relevant contractual liabilities by the contractor.
- 3) Remaining 10% (Ten percent) of the invoice amount for the supplied goods shall be paid upon submission of a "Final Acceptance Certificate (FAC)" by the contractor. Such a FAC shall be issued by concerned officer of BSCCL upon completion of relevant contractual liabilities by the contractor.
- 4) 100% (Hundred percent) of the invoice amount for the supplied O&M Manuals and As-Built Drawing shall be paid upon submission of a "Provisional Acceptance Certificate (PAC)" by the contractor. Such a PAC shall be issued by concerned officer of 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 of the new equipment as well as the existing equipment dismantling service shall be paid upon submission of a "Certificate of Commencement of Work" along with the invoice by the Supplier to support his claim. Such commencement of work certificate shall be issued by the DGM (O&M) of Cox's Bazar Cable landing station of BSCCL upon commencement of implementation works by the Supplier.
- 2) An amount of 60% (Sixty percent) of the whole contract amount for Installation, Testing & Commissioning of the new equipment as well as the existing equipment dismantling service shall be paid upon submission of a "Provisional Acceptance Certificate (PAC)" along with the invoice by the Supplier to support its claim. Such a PAC shall be issued by the concerned officer of BSCCL upon completion of relevant contractual liabilities by the Supplier.
- 3) The remaining 10% (Ten percent) of the whole contract amount for Installation, Testing & Commissioning of the new equipment as well as the existing equipment dismantling service shall be paid upon submission of a "Final Acceptance Certificate (FAC)" along with the invoice by the Supplier to support its claim. Such a FAC shall be issued by the concerned officer of BSCCL upon completion of relevant contractual liabilities by the Supplier.
- 4) 100% (one hundred percent) of the whole contract price for local training service shall be paid upon submission by the Supplier a "Successful Completion of Service for Local Training" Certificate along with the invoice to support his claim. Such a completion certificate shall be issued by the DGM (HRA) of BSCCL upon completion of relevant training program(s).
- 5) 100% (one hundred percent) of the whole contract price for Maintenance Support during guarantee period services shall be paid on half yearly basis in four equal installment and shall be paid upon submission by the Supplier the "Successful Completion of Service for **Maintenance Support**" certificate after end of each half year along with the invoice, to support his claim. Such a completion certificate shall be issued by the DGM (O&M) of Cox's Bazar Cable landing station of BSCCL upon completion of the relevant maintenance support program(s).
- 6) 100% (Hundred percent) of the invoice amount for Transport of goods to site service shall be paid upon submission of an "Arrival of Goods and Materials Certificate" along with the invoice by the Supplier. Such a certificate shall be issued by the DGM (O&M) of Cox's Bazar Cable landing station of BSCCL upon receipt of relevant goods and materials in BSCCL premises or store (whichever is applicable) in good condition.

- 7) 100% (one hundred percent) of the PAT and FAT services of the contract price shall be paid upon submission by the Supplier a "PAC" and "FAC" respectively along with the invoice to support his claim.

=END OF CHAPTER THREE=

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## Chapter 4

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### Scope of Works

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4.1 The total scope of procurement of equipment is as follows :

Equipment Description	Quantity	Remark
Rectifier, 48VDC, 1600A expandable to 2400A	2 (Two) Sets	Technical specification is given in Chapter Five
VRLA Sealed Maintenance Free Battery, 2000 AH	04 Set (24 Battery in each Set)	Technical specification is given in Chapter Five
Dismantle of Existing Battery & Rectifier	LoT	

4.2 Detail Technical Specifications of various components of the required system/service are given in subsequent chapters of this document.

#### 4.3 Warranty/Guarantee Period

Warranty/Guarantee period for the whole system to be purchased shall be **2 (two) years**. The warranty period will start from the effective date of PAC to be issued by the purchaser. During the Warranty period, the bidder shall replace the faulty equipment/goods/parts/modules at their own cost if any equipment/goods/parts/modules become faulty during the warranty period. The successful bidder shall also provide necessary maintenance support during the warranty period.

#### 4.4 Maintenance Support up to the end of Warranty/Guarantee Period

4.4.1 The Bidder shall provide full maintenance support for all equipment/goods covered by this purchase up to the end of the Warranty Period. This support service shall start from the date of effect of the PAC to be issued by the purchaser for the equipment/system to be covered by this purchase.

4.4.2 The maintenance support service shall cover at least (but not limited to) the following services:.

- 1) Regular visits to the relevant sites to check and monitor different aspects of the working systems
- 2) To remain stand-by to respond in the shortest possible time during any call by BSCCL
- 3) Helping BSCCL personnel to solve different problems related to proper O&M of the equipment
- 4) Maintaining a buffer stock of spares to replace any faulty module/ parts of the supplied equipment.
- 5) Replacing the faulty module/parts and any consumable item of the supplied equipment within 7 (Seven) days from the date of identification of the fault.

#### 4.5 Spare Parts Guarantee

The Bidder shall provide a separate guarantee (**as per format in Annex G in Annexure**) to the effect that, he shall guarantee the flow and availability of all spare parts and units without major design changes for at least 8(eight) years from “the date of effect” of the Final Acceptance Certificate (FAC).If within this period, there is any major design change or stoppage of production of supplied equipment, the bidder shall bear all the costs related to provision of alternate solutions.

## 4.6 Testing

### 4.6.1 Provisional Acceptance Test (PAT)

- i. Before acceptance of the installed system/equipment, BSCCL representatives shall carryout, on site, detailed tests of all equipment to ascertain working reliability, concurrence to agree technical and other specifications, inventory checking of installed equipment etc. Such tests shall be termed as “**Provisional Acceptance Test (PAT)**”. Prior to commencement of such tests, the contractor shall submit a proposed procedure for the PAT to be subsequently approved by BSCCL.
- ii. On completion of installation and self-testing of any system/ equipment, the Bidder shall submit 3(three) copies of self-test results to BSCCL and offer that system/ equipment for PAT. BSCCL shall start such test as soon as possible upon receipt of the request. The bidder may, upon agreement by the both party, offer PAT for any part or parts of the total system. Such request for partial PAT may also be asked for by BSCCL.
- iii. The bidder shall be totally responsible for arrangement of all equipment, consumables, test gears and measuring equipment required for the PAT.
- iv. The bidder's engineer shall be liable to make necessary arrangement to complete any kinds of tests requested by BSCCL during PAT procedure.
- v. In addition, the bidder has to provide per-diem costs to PAT engineers as per following:

a.	Number of BSCCL Engineers of PAT team	4 (Four)
b.	Maximum number of days to complete the PAT	3 (Three) working days
c.	Per diem charge to BSCCL PAT members	Taka 2000/- per working day per person
d.	Other facilities	Transportation, if needed

- vi. The Provisional Acceptance Certificate (PAC) will be issued by BSCCL on the basis of the recommendations by PAT team.
- vii. The bidder shall provide notice at least 10 days before the PAT starts that the system is ready for acceptance.
- viii. The bidder's engineers should carry out in house test and observe that all the parameters/test results are within limit before test is offered to BSCCL engineers
- ix. BSCCL has to issue the PAC within 10 days of completion the PAT. A list of minor, if any, deficiencies should be attached with the PAC and the contractor has to remove the deficiencies within one month.
- x. The minor deficiencies should not hold the payment of the contractor. In case of any major deficiencies the PAT should be repeated.

### 4.6.2 Final Acceptance Test (FAT)

- i. After completion of the PAT and cut-over of the system, the Engineers of the Bidder will take prompt necessary steps to remove all types of faults, if any, and replace all types of faulty equipment at the cost of the supplier. Also any integration necessary will be done at this time. At the end of the “Warranty Period for the Contract”, the overall performance of all equipment supplied under the contract will be reviewed and this review shall be termed as “Final Acceptance Test (FAT)”.
- ii. The review shall include (but not limited to) the required working reliability and performance standards of the equipment to meet tender specifications, the bidder's responsiveness to resolve all shortcomings mentioned in PAT reports and the bidder's removal of all pending & outstanding faults or shortages within 1 Month. Then the FAT will start upon request by bidder. FAT will be finished by 3 (Three) working days.
- iii. The bidder shall be responsible for arrangement of all equipment, consumables, test gears and measuring equipment required (if any) for such review tests.

a	Number of BSCCL Engineers of FAT team	4 (Four)
b	Maximum number of days to complete the FAT	2 (Two) working days
c	Per diem charge to BSCCL PAT members	Taka 2000/- per working day per person
d	Other facilities	Transportation, if needed

- iv. The **Final Acceptance Certificate (FAC)** will be issued by BSCCL on the basis of the recommendations by **FAT** team. The **Final Acceptance Test** shall be offered by the bidder before one month from the date of end of the 2 years 'Warranty Period'.

## 4.7 Training

The Bidder shall provide the on site training to BSCCL Engineering personnel. The course curriculum shall be designed in such a way that it shall facilitate transfer of technology to BSCCL engineering personnel for planning, designing, expanding and proper operation & maintenance of the system. Bidder shall include total price for the Training in his offer. Failure to quote shall be considered that the bidder proposes to provide this service totally “**free of charge**” to BSCCL.

The Bidder shall provide training to BSCCL personnel in Bangladesh at BSCCL L/S premises. Training should also cover hands on training at the time of implementation.

The format of the local training shall be as follows:

a.	Number of BSCCL Engineers	4 (Four)
b.	Maximum number of days	2 (Two) working days
c.	Per diem charge to BSCCL	Taka 2000/- per working day per person

## 4.8 Certificates to be issued

### 4.8.1 Certificate of Commencement of Work (CCW)

On commencement of the project work and on receipt of written request from the bidder, BSCCL will issue “Certificate of Commencement of Work (CCW)”.

### 4.8.2 Arrival of Goods and Materials Certificate

During implementation period of the contract, the bidder shall ship various consignments of foreign goods and materials and shall also supply items from local market. On arrival of such consignments to BSCCL sites or BSCCL stores (whichever is applicable) and on receipt of written request from the bidder, the relevant office of BSCCL shall issue “Arrival of Goods and Materials Certificate” for each of such consignments. The number of such consignments shall be decided by the bidder in accordance with its approved implementation plan.

### 4.8.3 Provisional Acceptance Certificate (PAC)

Upon successful completion of the PAT for any, many or all equipment covered by this purchase, the relevant authority of BSCCL, shall issue a “Provisional Acceptance Certificate” (PAC) for the equipment concerned. The exact breakdown of the purchase into various PAC components and the number of PACs to be issued shall be agreed upon between BSCCL and the bidder during contract negotiation.



#### **4.8.4 Successful Completion of Services' Certificate (SCC)**

During implementation period of the contract, the bidder shall provide various time-bound services like training, maintenance assistance service. On completion of such service components and on receipt of written request from the bidder, the relevant office of BSCCL shall issue "Successful Completion of Services' Certificate (SCC)" for each of such service components. The exact breakdown of the purchase into various SCC components and the number of SCCs to be issued shall be agreed upon between BSCCL and the bidder during contract negotiation.

#### **4.8.5 Final Acceptance Certificate (FAC)**

After completion of the FAT, if and only if, no outstanding issue has been detected, one "Final Acceptance Certificate" (FAC) covering the entire purchase contract shall be issued by the relevant authority of BSCCL.

### **4.9 Role and responsibility of each party.**

#### **4.9.1 Survey, Layout Planning & Design**

The successful Bidder shall be responsible to provide all services related to installation survey, planning & design for all equipment/system covered by this purchase. After signing the purchase contract a survey shall be conducted jointly by the contractor and BSCCL. The contractor shall be responsible for planning & designing based on the survey data. Before installation of the equipment the contractor shall submit the Installation design and drawing along with survey report to the office of the DGM (O&M) of Cox's Bazar Cable landing station of BSCCL for approval. Installation shall be carried out as per the approved design and drawing. No modification of design is allowed without prior approval of the concerned office.

#### **4.9.2 Power Supply**

BSCCL shall make the necessary AC power source (400 Volt, Three phase/230 Volt, Single phase) available at sites. However, the Bidder shall have to provide necessary circuit breakers/fuses, AC & DC power cables of proper size and quality, wirings, cable ways, conduit etc. and services in this connection. The distance between the AC power source of BSCCL to the proposed place for installation of the Rectifier is approximately 15 meter and distance between the proposed rectifier and the proposed place for installation of the new batteries is approximately 20 meter.

#### **4.9.3 Grounding of the Equipment**

BSCCL shall make the main station grounding bar available for connection of grounding of the equipment to be provided by the contractor. The bidder shall have to connect their installed equipment to the main grounding bar using at least 35 mm<sup>2</sup> size grounding copper cable (green-yellow). Bidder may consider the approximate distance between the station main grounding bar and the equipment to be installed by the successful bidder as 10 meter for each rectifier set.

#### **4.9.4 Inter-connection between Rectifier sets and the existing DC Distribution Cabinet**

The Bidder shall be responsible for making inter-connection between existing DC distribution panel and the Rectifier Sets to be installed by the successful bidder. All costs for materials and services shall have to be borne by the successful bidder. One pair of DC cable of proper size needs to be connected from each Rectifier set. The approximate distance between the existing DC distribution panel and the proposed Rectifiers may be considered as 20 meter.

#### **4.9.5 Dismantling of the existing battery and rectifier system**

The Bidder shall be responsible for dismantling of the existing battery and rectifier system and install the proposed new battery and rectifier phase by phase without interrupting the power supply to the equipment. The bidder will be solely responsible for any type of power failure to the equipment during dismantling and installation. Bidder may visit the site before quoting price for this item. **Bidder shall submit with their technical proposal a plan and procedure of dismantling the old rectifier and batteries and installation of the new one without interruption of power to the existing running equipment. Bidder shall note that there are xx sets of existing Rectifiers along with five sets of non-sealed type batteries.**

#### **4.10 Installation and Commissioning Services**

The Bidder shall be responsible for providing all services related to installation, testing, commissioning and cut-over of all equipment covered by this purchase. All costs for service shall be quoted and failure to quote shall be considered that the bidder proposes to provide this service totally "free of charge" to BSCCL.

#### **4.11 Documentation**

The **successful bidder** shall supply at least (but not limited to) the following documents before **PAT**.

- i. Technical Documentation for all equipment, 2 set of hard copy and 1 set in CD.
- ii. Operational Manuals of all integrated systems, 2 set of hard copy and 1 set in CD.
- iii. As-built drawing including the cabling drawing and Straight line Diagram.

#### **4.12 Quotation for additional equipment**

If the bidder thinks that any additional equipment, not listed in this document, is needed for proper implementation and subsequent O&M of the proposed equipment, he shall quote for such equipment. If any such equipment is not quoted, it shall be deemed that no additional equipment is necessary for proper implementation and subsequent O&M of the proposed system. If during implementation and subsequent O&M up to guarantee period, either the bidder or the purchaser finds that any additional equipment are obligatory for proper implementation and subsequent O&M of the network, the bidder shall be liable to supply such systems or equipment, whatever be the required quantity, "**free of charge**" to BSCCL

#### **4.13 Possibility of change of scope of Work and BoQ**

The Bidder shall note that the tender document has been prepared based on a preliminary survey of the prevailing infrastructure and facilities in BSCCL. During BoQ finalization with the successful bidder the proposed design may be changed depending upon the actual requirement at that time and based on that finalized design the size, number, location etc. of different equipment may also be changed accordingly, even some item(s) may be dropped but total Bill of Quantities (BoQ) prices shall be within the amount of the purchase proposal approved by the competent authority.

#### **4.14 Omission of any Mandatory Items in the BoQ**

The bidder shall note that, even if any or many work(s), equipment or service(s) mentioned in this document as mandatory, is not mentioned in the contract BoQ for any reason, the bidder shall not be automatically relieved of his responsibility for those items. But if such omission(s) has (have) previously been agreed, in writing, by BSCCL's BoQ team, the bidder shall not be made liable for such omitted items. Such approved omissions, if any, shall have to be put either into the contract document or into any other document which subsequently is declared as part of the contract.

#### **4.15 Prevalence of different clauses, chapters and books**

If, the contents of a Clause (or sub-clause) of any Book contradict with the contents of any other Clause (or sub-clause) of the same or other Book of the Tender Document, the prevalence of the Clause (or sub-clause) shall be as follows;

- (a) In all cases, **regulations of Procurement and sales policy of BSCCL** shall prevail over this Tender Document
- (b) In case of later corrections by BSCCL, corrections will prevail with its due position
- (c) Later clause prevails the earlier clause for same issues.

#### **4.16 Deviation from BSCCL's requirements**

The bidder shall note that, during submission of the bid, if he does not comply to any or many requirement and/ or specification and/ or terms or conditions set forth in this document or proposes any alternate specification and/ or terms and/ or conditions; such non-compliance and/ or alternate specification and/ or terms and/or conditions shall not be binding upon BSCCL until and unless such non-compliance and/or terms and/or conditions have been incorporated in writing in the Purchase Contract.

#### **4.17 Obligation to follow the Scope of Works**

The Bidder shall note that all the items of Equipment/Materials and Services mention in this chapter are mandatory unless any item is mentioned as optional. Bidder must agree all the mandatory items of the Scope of Works. Any refusal or disagreement by the bidder to any mandatory item of the scope of works shall be treated as "Material Deviation". The bidder shall also note that BSCCL will treat any conditional agreement/compliance as disagreement.

=END OF CHAPTER FOUR=

## Chapter 5

### 5.1 Technical Specifications of Each Set of Rectifier:

Sl.	Description	Specification
<b>A. General Information</b>		
1.	Brand	: To be mentioned by the Bidder
2.	Model	: To be mentioned by the Bidder
3.	Country of Origin	: To be mentioned by the Bidder
4.	Country of Manufacture	: To be mentioned by the Bidder
<b>B. Rectifier System Specifications</b>		
1.	Rectifier Frame	: <ul style="list-style-type: none"> <li>• Floor Standing</li> <li>• AC distribution, Rectifier units and DC distribution in a single unit</li> <li>• Natural Cooling or fan cooling</li> <li>• Front operation and maintenance</li> <li>• Top inlet and top outlet for Cables</li> <li>• Capacity: 1600 A (DC) minimum expandable up to 2400 A.</li> <li>• Individual Circuit breakers for each Rectifier Module</li> <li>• Protection level: IP20</li> <li>• MTBF: &gt;400,000 Hours</li> </ul>
<b>AC Distribution</b>		
1.	System Main AC input	: 380-400 VAC, 3 phase, 50Hz
2.	System Input Voltage Range	: 320VAC~440VAC 3 phase;
3.	Rectifier input voltage	: 90VAC~300VAC, nominal 220 VAC, single phase
4.	Rectifier input frequency range	: 45Hz~55Hz, Nominal 50Hz
5.	SPD	: 20kA/40kA, 8/20 $\mu$ s
<b>DC Distribution</b>		
1.	Output Voltage	: 42VDC~58VDC, Nominal 53.5VDC, Positive ground
2.	Maximum Capacity	: 125 KW
3.	Battery Branch	: 2x1000A (NT4)
6.	Load Branch	: 4x500A (NT3), 4x400A (NT2), 6x160A (NT00), 6x100A (NT00)
7.	SPD	: 10kA/20kA, 8/20 $\mu$ s
<b>Rectifier</b>		
8.	Efficiency	: >90%
9.	DC output current per Rectifier Module	: 50 A ~ 100 A, Nominal
10.	No. of Rectifier Modules	: To be mentioned by the Bidder
11.	Power Factor	: >0.98
12.	THD	: $\leq$ 5%
13.	Operating Temperature	: 0°C~+70°C
<b>Controller</b>		
14.	Display	: LCD
15.	LED Indicators	: <ul style="list-style-type: none"> <li><u>On System</u></li> <li>(i) Mains On Indication: Green</li> <li>(ii) Mains Failure Indicator: Red</li> <li>(iii) Rectifier Fault Indicator: Red</li> <li><u>On Individual Unit (Rectifier module)</u></li> <li>(i) Unit Ready Indicator: Green</li> <li>(ii) Unit Fault Indicator: Red</li> </ul>

16.	Communication Port	:	Ethernet, RS 232
17.	Storage Capacity	:	>40,000 historical events
18.	Display items	:	Input AC voltage, DC output voltage, Load Current, Battery current, Different Current Alarms, Alarm History
<b>Protection System</b>			
19.	Protection	:	Short circuit, I/P Over voltage, I/P Under voltage, O/P Over voltage, O/P Under voltage, Over temperature, Battery low voltage cut-off
<b>Environment</b>			
20.	Operating Temperature	:	0°C~ 50°C
21.	Operating Humidity	:	5%~ 95% (non-condensing);

## 5.2 Technical Specifications of Each set of Battery:

Sl.	Description		Specification
1.	Battery Brand	:	To be mentioned by Bidder
2.	Model	:	To be mentioned by Bidder
3.	Manufacturer	:	To be mentioned by Bidder
4.	Country of Origin	:	To be mentioned by Bidder
5.	Country of Manufacture	:	To be mentioned by Bidder
<b>Battery Set</b>			
6.	Battery Type	:	VRLA Sealed Lead Acid, Maintenance - Free, GEL Type
7.	Battery Capacity in AH	:	2000 AH @ 10Hrs
8.	Nominal Rated Voltage per set	:	48VDC
9.	Number of Cells	:	24 Cells per set
10.	Lifecycle	:	Minimum 1000 cycles at 80% discharge
11.	Designed Float life	:	>10 years
12.	Nominal Voltage per Cell	:	2.0VDC
13.	Float Voltage per cell	:	2.2V per cell
14.	Operating Temperature	:	0°C~+45°C
15.	Operating Humidity	:	Up to 95% non-condensing
<b>Battery Rack</b>			
16.	Rack	:	Open type metallic Rack Properly painted with anti-corrosive paint

=END OF CHAPTER FIVE=

### Evaluation of the Bids and determination of the Successful Bidder

- 6.1 Notwithstanding whatever is stated in other clauses of the tender documents, the criteria for evaluation of substantial responsiveness of the received bids of this tender shall be according to clauses described in this chapter of the tender document. If any bidder refuses to agree to any of the clauses of this chapter, his bid shall automatically be considered as **“substantially non responsive”**.
- 6.2 However, relevant clause(s) stated elsewhere in this document shall also be applicable if such clause(s) do(es) not contradict any clause(s) of this chapter.
- 6.3 The Tender is in two Envelop method as stated in chapter one. Hence, evaluation of the “Technical Proposal” of all the bids received within stipulated date and time will be carried out first. After completion of evaluation of the Technical Proposals and approval of the result of the Technical Evaluation by the HOPE, the bidders whose Technical Proposal will become “eligible” as well as “Responsive” through the evaluation process will be notified in writing along with the date of opening of the “Financial Proposal”. The bidders whose Technical Proposal will become either “Not Eligible” or “Non Responsive” through the evaluation process will also be notified in writing and their unopened Financial Proposal will be returned to them. The Financial Proposals of only those bidders whose Technical Proposal will become “eligible” and “Responsive” will be opened by the Tender Opening committee on the date and time mentioned in the notification letters sent to them. After opening of the Financial Proposals the offered prices in the bids will be recorded in front of the bidders present (if any) during the opening. The bidder may get the photo copy of the opening statement of Financial Proposals (if they wish). After opening of the Financial Proposals, evaluation of the Financial Proposals will be carried out in order to determine the “Successful Bidder”.

#### 6.4 Process of Evaluation of the Technical Proposal

Evaluation of Technical Proposals will be carried out in following two stages:

- i. Determination of Eligibility of the Bids.
- ii. Evaluation of Responsiveness of the eligible Bids.

#### 6.5 Determination of Eligibility of the Bids

The first step of Evaluation of Technical Proposals is determination of eligibility. During this step the Mandatory Documents part of the Technical Proposal will be examined to ensure whether all the mandatory documents asked in **Clause 1.12 (sub-clauses 1.12.1 to sub-clause 1.12.12)** have been submitted properly and the contents of the submitted documents meet the requirements of the relevant clauses/sub-clauses. Any negative determination shall result in declaration of the concerned bid as **“Not Eligible”**.

- 6.5.1 Any bid declared as “Not Eligible” by the TEC will not be considered for further evaluation.

- 6.5.2 The Bids of only those Bidders, whose Bids have not been treated as "Not Eligible" by the TEC of BSCCL shall automatically be considered as "Eligible" and shall be considered for further evaluation.
- 6.5.3 Any Bid, declared by TEC of BSCCL to be "Not Eligible", can not be declared "Eligible" later on.

## 6.6 Evaluation of Responsiveness of the Eligible Bids

In the second step of evaluation of Technical Proposals the Technical documents of the "Eligible" bids will be examined by the TEC of BSCCL to determine their responsiveness with respect to different requirements stated in the bid document of BSCCL.

- 6.6.1 TEC's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 6.6.2 A responsive Technical Proposal is one that conforms in all respects to the requirements of the Bid Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Equipment/Goods and related services specified in the Bid Document; or
  - (b) limits in any substantial way, or is inconsistent with the Bid Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other Bidders presenting responsive bids.

During the evaluation of Bids, the following definitions shall apply:

**"Deviation"** is a departure from the requirements specified in the Tender Document;

**"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

**"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Document.

- 6.6.3 If a Tender is not responsive against the requirements set out in the Bid Document, shall not subsequently be made responsive by correction of the material deviation, reservation, or omission by the Bidder
- 6.6.4 There shall be no requirement as to the minimum number of responsive bids.
- 6.6.5 There shall be no automatic exclusion of Bids which are above or below the official estimate.
- 6.6.6 Provided that a Bid is responsive, TEC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Bid reflected in the completed Price Schedule or any mandatory criteria. Failure of the Bidder to comply with the request may result in the consideration of its Bid as Non-Responsive.
- 6.6.7 The TEC may regard a Technical Proposal as responsive even if it contains;
- (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Bid Document; or
  - (b) errors or oversights, that if corrected, would not alter the key aspects of the Bid

## **6.7 Clarification on the Bid**

- 6.7.1 TEC may ask Bidders for clarification of their Bid, in order to facilitate the examination and evaluation of Bids. The request for clarification by the TEC and the response from the Bidder shall be in writing, and Bidder's clarifications which may lead to a change in the substance of the Bid or in any of the key elements of the Bid will neither be sought nor be permitted.
- 6.7.2 Change in the Bid price shall not be sought or permitted, except to confirm correction of arithmetical errors discovered by the Procuring Entity in the evaluation of the Financial Proposals,
- 6.7.3 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Bid responsive and reciprocally the response from the concerned Bidder shall not be articulated towards any addition, alteration or modification to its Bid.
- 6.7.4 If a Bidder does not provide clarifications of its Bid by the date and time set in the TEC's written request for clarification, its Bid shall not be considered in the evaluation.

## **6.8 Restriction on Disclosure of Information**

- 6.8.1 Following the opening of Bids until issuance of Notification of Award, no Bidder shall, unless requested to provide clarification to its Bid or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.
- 6.8.2 Bidders shall not seek to influence in anyway, the examination and evaluation of the Bids.
- 6.8.3 Any effort by a Bidder to influence a Procuring Entity in its decision concerning the evaluation of Bids and/or Contract awards may result in the rejection of its Bid as well as further action in accordance with Section 64 (5) of the Public Procurement Act 2006. All clarification requests shall remind Bidders of the need for confidentiality and that any breach of confidentiality on the part of the Bidder may result in their Bid being non-responsive.

## **6.9 Preparation and Submission of Evaluation Reports on the Technical Proposals**

After completion of evaluation of the Technical Proposals of the Bidders the TEC shall prepare an Evaluation Report on the Technical Proposals where the TEC shall clearly mention their determination on the Technical Proposal of each Bidder. After preparation of the Evaluation Report on the Technical Proposals the Convener of the TEC will submit the Evaluation Report with a forwarding letter to the Head of Procuring Authority (HOPE).

## **6.10 Evaluation of the Financial Proposal**

- 6.10.1 The Financial Proposals of the Bidders whose bids have been determined as Eligible as well as Responsive in evaluation of Technical Proposals will be opened by the TEC
- 6.10.2 The total price quoted by the bidder in the bid i.e., "The Quoted Total Price" shall not be the criteria for selection of the "Successful Bidder".
- 6.10.3 During Financial Evaluation all the "Responsive" bids will be further evaluated to calculate the "Evaluated Total Price" of the bid.
- 6.10.4 The TEC shall evaluate the contents of all of the Prescribed Forms submitted with the Financial Proposal. During such evaluation, the unit prices and



- discount (if any) quoted by the bidder shall be considered as final. Change of unit prices after opening of the Technical Proposals shall not be allowed.
- 6.10.5 There shall be full conformity between the summary or total prices and their related breakups of unit prices. If any discrepancy is found, the relevant unit price shall be considered as a reference price.
- 6.10.6 The bidder shall quote for all items which is necessary for turn-key completion of all scopes of works described in this tender. No subsequent addition of any new item(s) in the BoQ will be allowed with new unit price.
- 6.10.7 The Bidder shall quote for all items as per the schedule of requirements and as per the un-priced BoQ Forms submitted with the Technical Proposal. For any item listed in the BoQ Forms, but shown un-priced in the Price column of the BoQ Form, it shall be assumed that the price is included in the prices of other items.
- 6.10.8 The TEC shall correct arithmetic errors and errors made during transfer of data from one Form to other, that are identified during the evaluation of Financial Proposals. The TEC shall give prompt notice of any such correction to the respective bidder. If bidder does not accept such correction as arithmetic error, the bid of the concerned bidder will be rejected and will not be considered for determination of the Successful Bidder.
- 6.10.9 If the Bidder has quoted the price for any item as “free” or “zero”, it shall be understood that the price would be same (i.e. free or zero) for any subsequent expansion up to the final capacity of the system.
- 6.10.10 If, during evaluation, it is found that the Bidder has not quoted any mandatory item(s), it shall be considered that the Bidder proposes to supply the non-quoted items of required quantities “free of charge” to BSCCL.
- 6.10.11 If, during evaluation, it is found that the Bidder has quoted for less quantity of any mandatory item, it shall be considered that the Bidder proposes to supply the shortfall quantity “free of charge” to BSCCL.
- 6.10.12 The Bidder shall not quote different unit price for same equipment/ Battery/ Module/spare/accessory in different forms. If Bidder quote different unit price for same equipment/ Battery/ Module /spare/accessory in different forms, the lowest unit price of respective equipment/ Battery/ Module /spare/accessory shall be considered for evaluation considering arithmetic correction. It shall be understood that such lowest price shall remain same for the contract and for any subsequent expansion up to the final capacity of the system.
- 6.10.13 The Bidder shall be responsible for implementation of the project and during execution of the contract if any shortfall of quantity of any item is detected; it shall be considered that the Contractor will supply required quantities of respective item without any additional charges to BSCCL under this purchase.
- 6.10.14 In case of any item, other than mandatory has been quoted as additional/optional and if BSCCL decided to purchase such item(s), its price shall be considered for evaluation and the unit price shall be taken from the bidder’s own quotation.
- 6.10.15 If the bidder wishes to give any discount in its financial proposal, it shall be given after the “Total Price” of the bid, either as a lump sum or as a percentage. If the bid contains any irregular discount, the irregular discount will not be considered for evaluation. If the bidder has given any regular discount in the bid, such discount shall be treated in percentage of the total bid price and each of the unit prices of the bid shall be re-fixed by reduction with the same percentage [i.e., new unit price = (discounted total price ÷ total price before discount) x quoted unit price]. Such re-fixed unit prices shall be

regarded as the final unit prices for that relevant item of the bid. Such re-fixed unit prices shall be valid for any subsequent purchases up to the entire life-time of the project.

6.10.16 For each of the “responsive” bid, the TEC shall calculate the “Evaluated Total Price” after making the relevant and necessary corrections as stated in this chapter. The Evaluated Total Price may be equal to or less than or higher than the Quoted Total Price.

6.10.17 The responsive bids will be listed in chronology of the “Evaluated Total Price”. The bid with the lowest value of the “Evaluated Total Price” shall be on top of the list; the bidder with the next higher value of the “Evaluated Total Price” shall be on second place and so on.

## **6.11 Determination of the Successful Bidder**

6.11.1 The bidder whose Technical Proposal has been considered as ‘Eligible as well as Responsive’ and has the lowest value of the “Evaluated Total price” shall be considered as the “Successful Bidder” for this bid.

6.11.2 The TEC shall clearly recommend for the successful bidder mentioning the Total Evaluated Price of the Successful Bidder in their Evaluation Report of the Financial Proposals and the Convener of the TEC will submit the Financial Evaluation Report to the HOPE with a forwarding letter.

=END OF CHAPTER SIX=

# ***ANNEXURES***

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## Annex-A

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### Schedule of Requirement:

Serial No	Item	Delivery Schedule	Completion Schedule
1	Rectifier	Three Months	Four Month*
2	Battery	Three Months	Four Month*
3	Technical Assistance and Maintenance Support activation.		Four Month*
4	Training	Onsite training shall be conducted before PAT.	

\*Completion schedule includes delivery time

## Annexure - B

### Financial Proposal Forms (BoQ)

SL	Item	Unit	Qty	Unit price including VAT & taxes	Total Price including VAT & taxes
1	2	3	4	5	6=Col 4xCol 5
<b>A. Goods &amp; Materials</b>					
<b>1</b>	<b>Battery (2000 AH)</b>				
a	Battery set (24 cells per set)	Nos.	4		
b.	Battery Rack	Nos.	4		
c.	Installation materials (Power cable and other accessories- please give break up)	Set	4		
<b>2</b>	<b>Rectifier (1600 A expandable up to 2400 A)</b>				
a	Rectifier Main Frame with common equipment	Set	2		
b.	Rectifier Modules (Capacity: to be mentioned)	Nos.	To be mentioned		
c	Installation materials (Power cable and other accessories- please give break up)	Set	2		
<b>3.</b>	<b>Documentation</b>				
a.	O&M Manuals	Set	2		
b.	As-Built Drawing	Set	2		
<b>X. Sub-Total Goods and Materials</b>					=
<b>B. Related Services</b>					
1	Maintenance Support for warranty period (2 yrs.)	LoT	1		
2	Local Training	Lot	1		
3	Installation, Testing and Commissioning of Rectifiers and Batteries	LoT	1		
4	Dismantling of the existing Battery & Rectifier system	LoT	1		
5	Local Transportation of goods to site	LoT	1		
6	Cost of PAT	LoT	1		
7	Cost of FAT	LoT	1		
<b>Y. Sub-Total Services</b>					=
<b>Grand Total (X+Y)</b>					=

**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 DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR" 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, all BoQ 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 bidding document 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-H" of the bidding document.

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 ..... 2019.

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

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## ANNEX-D

### 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 DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR" 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-H" of the bidding document..

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 ..... 2019.

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

## ANNEX-E

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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 DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR" (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)



**DECLARATION ON OBSERVANCE OF ETHIC**

---

(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 DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR"

- 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-G**

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**BOND FOR SPARES**

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Whereas, We, ....., are submitting our bid for "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR"

We 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 spares will be available up to 8 (eight) years from the date of effect of FAC.

Signature and seal

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

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

## ANNEX-H

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### PERFORMANCE GUARANTEE (PG )

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") having received a Notification of Award (NoA)/letter of Intent(Lol) from BSCCL to sign a contract to undertake all the works related to "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DC POWER SYSTEM CONSISTING OF BATTERY AND, RECTIFIER FOR SMW-4 LANDING STATION AT COX'S BAZAR"

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-I

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### LIST OF ATTACHED CERTIFICATES

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

Sl. No	Subject of certificate	Details of issuing Authority		
		Name of the user with address and website	Telephone & Fax number, e-mail of person signed the certificate.	Contact person if certificate signing person is not available

## ANNEX – J

### MANUFACTURER'S AUTHORIZATION

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(Print on Letter Head Pad of Manufacturer)

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.

We hereby extend our full guarantee for 2 year warranty period; assure the maintenance services and spare parts will be available for next 8 years after warranty, with respect to the Goods, services and spares offered by the above firm in reply to this Invitation for Bids.

Name In the capacity of: (designation)

Signed

Duly authorized to sign the Authorization for and on behalf of

Date

Company Seal

## Annex-K

### BIDDER'S BASIC DATA

Sl. No	Item/Data	To be filled up/attached by Bidder
1	Name of the organization	
2	Type of the organization	
3	Registered address of the organization	
4	Present address of the organization	
5	Telephone/Fax/E-mail	
6	Full name of the owner/MD/CEO	
7	Personal address of owner/MD/CEO.	
8	Telephone/mobile number of owner/MD/CEO	
9	Full name of the person to be contacted	
10	Designation of the person to be contacted	
11	Personal address of the person to be contacted	
12	Trade License of the organization including number & date	Document to be attached
13	Certificate of Incorporation (if Private/public limited company)	Document to be attached
14	VAT registration	Document to be attached
15	TIN registration	Document to be attached
16	Income Tax return certificate	Document to be attached

## ANNEX-L

### BIDDER'S BASIC DATA

Sl.No	Item/Data	To be filled up/attached by Bidder
1	Initial declared capital (paid-up capital) at the year of establishment.	
2	List of bankers with branch name, address and phone number including mobile phone number of bank manager.	
3	Account statement for the last six months (all banks).	Document to be attached
4	Working Capital/Credit facilities/Liquid Asset	Document to be attached
5	Business turn over for the last 3 (three) years	Document to be attached

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**ANNEX-M**

**SCHEDULE OF COMPLIANCE**

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Clause No	Item	Bidder's Response		
		Agreed	Not Agreed	Reference