

**INTERNATIONAL
COMPETITIVE BIDDING
BID DOCUMENTS**

**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION (BTRC)**

**SUPPLY, INSTALLATION AND
COMMISSIONING OF A DRIVE TEST
SOLUTION IN ORDER TO TEST AND
BENCHMARK THE PERFORMANCE AND
QUALITY OF SERVICE OF THE
TELECOMMUNICATION SERVICE
PROVIDERS FOR VOICE, DATA AND
VIDEO SERVICES**

TENDER NO. BTRC 4.7/2009

Dated: June 21, 2009

Contents

Section I. Invitation for Bids	3
Section II. Instructions to Bidders	6
Notes on the Instructions to Bidders.....	6
Table of Clauses.....	7
Section III. Bid Data Sheet	31
Section IV. General Conditions of Contract	35
Notes on the General Conditions of Contract.....	35
Table of Clauses.....	36
Section V. Special Conditions of Contract	51
Notes on the Special Conditions of Contract.....	51
Table of Clauses.....	52
Section VI. Schedule of Requirements	58
Section VII. Technical Specifications	60
Section VIII. Sample Forms	67
1. Bid Form and Price Schedules.....	69
2. Bid Security Form.....	73
3. Contract Form.....	77
4. Performance Security Form.....	78
5. Bank Guarantee for Advance Payment.....	79
6. Manufacturer’s Authorization Form.....	81
Section IX. Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement	82

Section I. Invitation for Bids

Invitation for Bids

BANGLADESH
Telecommunications Technical Assistance Project

Re-bidding

Supply, Installation and Commissioning of a Drive Test Solution in order to test and benchmark the performance and Quality of Service of the telecommunication service providers for voice, data and video services.

Credit No. 3790-BD

1. This invitation for bids follows the general procurement notice for this project that appeared in Development Business, issue no. 605 of April 30, 2003.
2. The People's Republic of Bangladesh has received a credit from the International Development Association (IDA) toward the cost of the Telecommunications Technical Assistance Project, and it intends to apply part of the proceeds of this credit to payments under the contract for the Purchase of its Drive Test Solution in order to test and benchmark the performance and Quality of Service of the telecommunication service providers for voice, data and video services.
3. The Bangladesh Telecommunications Regulatory Commission (BTRC) now invites sealed bids from eligible bidders for the Drive Test Solution in order to test and benchmark the performance and Quality of Service of the telecommunication service providers for voice, data and video services.
4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits published by the Bank in January 1995 and revised in January and August 1996, September 1997 and January 1999, and is open to all bidders from eligible source countries as defined in the Guidelines.
5. Interested eligible bidders may obtain further information from BTRC and inspect the bidding documents at the address given below from 10 a.m. to 4 p.m. in working days. The documents will also be available in BTRC website: www.btrc.gov.bd for information only.
6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Tk. 3,500.00 (Taka Three thousand and Five hundred) or in US \$50.00 (US\$ Fifty.) The method of payment will be by bank draft/pay order in favor of Bangladesh Telecommunication Regulatory Commission on any scheduled bank in Bangladesh. The document will be delivered by hand to an

accredited agent of the bidder or sent by courier. For delivery by courier additional US\$ 50.00 or Taka 3,500.00 to be paid as above.

7. Bids must be delivered to the address below at or before 2:00 p.m. on August 02, 2009. All bids must be accompanied by a bid security of **not less than 2%** of the bid value in local currency or an equivalent amount in a freely convertible currency. The method of payment will be by bank draft/pay order in favor of Bangladesh Telecommunication Regulatory Commission on any scheduled bank in Bangladesh. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below immediately after closing of the reception of the bids.¹¹

Lt Colonel Md. Shahidul Alam
Project Director
Strengthening the Regulatory Capacity of BTRC Project
Bangladesh Telecommunication Regulatory Commission (BTRC)
IEB Bhaban (5th, 6th & 7th Floor)
Ramna, Dhaka -1000, Bangladesh.
Phone: +88-02-9553710, Fax: +88-02-9556677
Email: shahid_3480@btrc.gov.bd ; razzaque@btrc.gov.bd

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail information or requirements included in Section II and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Purchaser, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Table of Clauses

A. Introduction.....	9
1. Source of Funds	9
2. Eligible Bidders	9
3. Eligible Goods and Services	10
4. Cost of Bidding.....	10
B. The Bidding Documents.....	10
5. Content of Bidding Documents	10
6. Clarification of Bidding Documents	11
7. Amendment of Bidding Documents	11
C. Preparation of Bids	12
8. Language of Bid.....	12
9. Documents Constituting the Bid.....	12
10. Bid Form	12
11. Bid Prices	13
12. Bid Currencies	15
13. Documents Establishing Bidder’s Eligibility and Qualification.....	15
14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents	16
15. Bid Security	16
16. Period of Validity of Bids.....	18
17. Format and Signing of Bid.....	18
D. Submission of Bids	19
18. Sealing and Marking of Bids	19
19. Deadline for Submission of Bids	19
20. Late Bids	19
21. Modification and Withdrawal of Bids	19
E. Opening and Evaluation of Bids	20
22. Opening of Bids by the Purchaser	20
23. Clarification of Bids.....	20
24. Preliminary Examination	200
25. Conversion to Single Currency.....	21
26. Evaluation and Comparison of Bids	22
27. Domestic Preference	26
28. Contacting the Purchaser	27
F. Award of Contract.....	277
29. Post-qualification	27
30. Award Criteria	28
31. Purchaser’s Right to Vary Quantities at Time of Award.....	28
32. Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids	28

33.	Notification of Award	28
34.	Signing of Contract	29
35.	Performance Security	29
36.	Corrupt or Fraudulent Practices	29

Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Borrower named in the **Bid Data Sheet** has received a loan or credit from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called “the Bank”) in various currencies equivalent to the U.S. dollar amount indicated in the **Bid Data Sheet** towards the cost of the Project specified in the **Bid Data Sheet**. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 1995, revised January and August 1996, September 1997, and January 1999, hereinafter referred as the IBRD Guidelines for Procurement, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the IBRD Guidelines for Procurement, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Bank Guarantee Form for Advance Payment
- (l) Manufacturer’s Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit 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.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
 - (b) **Group B:** All other bids offering goods from within the country of the Purchaser.

- (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local Agent.

10.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For goods offered from within the Purchaser's country:
 - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
 - or**
 - (B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.
 - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.
 - (iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

- (b) For goods offered from abroad:
- (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
 - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
 - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
 - (v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be

treated as zero.

12. Bid Currencies 12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

**13. Documents
Establishing
Bidder's
Eligibility and
Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the

Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or

(b) a cashier's or certified check.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 34; or

- (ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any inter- lineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet**.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary

24.1 The Purchaser will examine the bids to determine whether they

Examination

are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Conversion to Single Currency

- 25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:
- (a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;
- or**
- (b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the

international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:

- (a) costs of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the

goods to their final destination.

- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Inland transportation from EXW/port of entry/border point, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) Delivery schedule.
 - (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the

time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulates the payment schedule offered by the Purchaser. If a bid deviates from the schedule and

if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

- (d) Cost of spare parts.
- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
- or**
- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.
- or**
- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) Spare parts and after sales service facilities in the Purchaser's country.

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in

accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

- (g) Performance and productivity of the equipment.
 - (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.
 - or**
 - (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.
- (h) Specific additional criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

27. Domestic Preference

- 27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):
- 27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.
- 27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group.

The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

28. Contacting the Purchaser

28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's

qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**30. Award
Criteria**

30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**31. Purchaser's
Right to Vary
Quantities at
Time of Award**

31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**32. Purchaser's
Right to
Accept Any
Bid and to
Reject Any or
All Bids**

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

**33. Notification of
Award**

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser

35. Performance Security

35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

36. Corrupt or Fraudulent Practices

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in

question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

Section III. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Borrower: The People's Republic of Bangladesh
ITB 1.1	Loan or credit number. Cr.3790-BD
ITB 1.1	Name of Project: Telecommunications Technical Assistance Project
ITB 1.1	Name of Contract: Supply, Installation and Commissioning of a Drive Test Solution in order to test and benchmark the performance and Quality of Service of the telecommunication service providers for voice, data and video services.
ITB 4.1	Name of Purchaser: Bangladesh Telecommunication Regulatory Commission (BTRC).
ITB 6.1	Lt Colonel Md. Shahidul Alam Project Director Strengthening the Regulatory Capacity of BTRC Project Bangladesh Telecommunication Regulatory Commission (BTRC) IEB Bhaban (5 th , 6 th & 7 th Floor) Ramna, Dhaka -1000, Bangladesh. Phone: +88-02-9553710, Fax: +88-02-9556677 Email: shahid_3480@btrc.gov.bd ; razzaque@btrc.gov.bd
ITB 8.1	Language of the bid : English

Bid Price and Currency	
ITB 11.2 (a) (iii) and (iv)	The price quoted shall be Ex Works (EXW) The Bidder shall quote the price for inland transportation, insurance and other local costs incidental to delivery of the goods to the BTRC, IEB Bhaban, Ramna, Dhaka-1000, Bangladesh.
ITB 11.2 (b) (i)	The price quoted shall be Carriage and Insurance Paid (CIP), BTRC, IEB Bhaban, Ramna, Dhaka-1000, Bangladesh.
ITB 11.2 (b) (iv) and (v)	Prices for inland transportation, insurance and other local costs incidental to delivery of the goods to BTRC, IEB Bhaban, Ramna, Dhaka-1000, Bangladesh pursuant to ITB Clauses 11.2 (b) (iv) must be included in the CIP price.

ITB 11.5	The price shall be fixed
ITB 12.1 (a)	N.A.
ITB12.1 (b)	N. A.

Preparation and Submission of Bids	
ITB 13.3 (d)	<p>The bidder must have at least 3 years experience of Manufacturing and must have supplied such goods to telecommunication organizations in at least 2 countries other than its own on the date of bid opening.</p> <p>If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non- responsive.</p>
ITB 14.3 (b)	Spare parts required for 3 years of operation.
ITB 15.1	Amount of bid security: not less than 2% of the bid value in local currency or an equivalent amount in a freely convertible currency.
ITB 15.3	<p>ITB 15.3 is <u>replaced</u> with the following text:</p> <p>15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall:</p> <ul style="list-style-type: none"> (a) at the bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, or a bond issued by an insurance or bonding institution; (b) be issued by a reputable institution selected by the bidder and located in any eligible country; (c) be substantially in accordance with one of the forms of bid security included in Section VIII or other form approved by the Employer prior to bid submission; (d) be payable promptly upon written demand by the employer in case any of the conditions listed in ITB Clause 15.7 are invoked; (e) be submitted in its original form; copies will not be accepted; (f) remain valid for a period of 30 days beyond the original validity

	period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.
ITB 16.1	90 days from the date of bid opening.
ITB 17.1	1 (one) “Original Bid” and 2 (two) copies marked as “COPY”.
ITB 18.2 (a)	Address for bid submission. Lt Colonel Md. Shahidul Alam Project Director Strengthening the Regulatory Capacity of BTRC Project Bangladesh Telecommunication Regulatory Commission (BTRC) IEB Bhaban (5 th , 6 th & 7 th Floor) Ramna, Dhaka -1000, Bangladesh. Phone: +88-02-9553710, Fax: +88-02-9556677 Email: shahid_3480@btrc.gov.bd ; razzaque@btrc.gov.bd
ITB 18.2 (b)	IFB title and number: Supply, Installation and commissioning of Drive Test, Static Test & Walk Test Equipment and accessories. Bid No. BTRC 4.6/2009
ITB 19.1	Deadline for bid submission: August 02, 2009.at 2PM
ITB 22.1	August 02, 2009 immediately after 2 p.m. at the Bangladesh Telecommunications Regulatory Commission (Project Director Office).

Bid Evaluation	
ITB 25.2	US\$ at the prevailing selling rate of foreign currencies by the SONALI Bank, Dhaka, Foreign Exchange Branch, .. Date of bid opening (August 02, 2009)
ITB 26.4	Criteria for bid evaluation. 26.5 (a) inland transportation and incidentals 26.5 (b) delivery schedule offered in the bid 26.5 (e) availability of spare parts and after sales service facilities in the Purchaser’s country.
ITB 26.5 (a)	To be quoted as for ITB 11.2 (b)
ITB 26.5 (b)	Delivery schedule. Goods must be delivered within the range stated in the schedule of requirements. Bids offering delivery dates beyond the date stated in the schedule of requirements will be rejected.

ITB 26.5 (c) (ii)	N.A.
ITB 26.5 (d)	N.A.
ITB 26.5 (e)	Cost of spare parts: Spare parts must be available for 10 years after date of delivery. The cost to the Purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the bid price.
ITB 26.5 (f)	N. A.
ITB 26.5 (g)	N.A
ITB 26.5 (h)	N.A
ITB 27	Domestic preference not applicable.

Contract Award	
ITB 31.1	Percentage for quantity increase or decrease:20%

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract in Section IV, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Section V.

Table of Clauses

1.	Definitions.....	37
2.	Application.....	38
3.	Country of Origin.....	38
4.	Standards.....	38
5.	Use of Contract Documents and Information; Inspection and Audit by the Bank.....	38
6.	Patent Rights.....	39
7.	Performance Security.....	39
8.	Inspections and Tests.....	39
9.	Packing.....	40
10.	Delivery and Documents.....	40
11.	Insurance.....	41
12.	Transportation.....	41
13.	Incidental Services.....	42
14.	Spare Parts.....	42
15.	Warranty.....	43
16.	Payment.....	44
17.	Prices.....	44
18.	Change Orders.....	44
19.	Contract Amendments.....	45
20.	Assignment.....	45
21.	Subcontracts.....	45
22.	Delays in the Supplier's Performance.....	46
23.	Liquidated Damages.....	46
24.	Termination for Default.....	46
25.	Force Majeure.....	47
26.	Termination for Insolvency.....	48
27.	Termination for Convenience.....	48
28.	Settlement of Disputes.....	48
29.	Limitation of Liability.....	49
30.	Governing Language.....	49
31.	Applicable Law.....	49
32.	Notices.....	49
33.	Taxes and Duties.....	50

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Purchaser” means the organization purchasing the Goods, as **named in SCC**.
 - (h) “The Purchaser’s country” is the country **named in SCC**.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
 - (j) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (k) “The Project Site,” where applicable, means the place or places **named in SCC**.

(l) “Day” means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the **SCC**.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by

the Purchaser.

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF,"

“CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified in SCC**.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser’s country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser’s country, defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the

Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel on-site of installation and operation, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not

relieve the Supplier of any warranty obligations under the Contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's

risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of,

or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) 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 the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser, has

engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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 obligations under the Contract is the result of an event of Force Majeure.

25.2 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 in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 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.

**26. Termination
for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

**27. Termination
for
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted 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 Services and for materials and parts previously procured by the Supplier.

**28. Settlement of
Disputes**

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by

arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

28.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in the language **specified in SCC.** Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC.**

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC.**

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section III, the clauses in this Section V are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract included in Section IV, specifying contractual requirements linked to the special circumstances of the Purchaser, the Purchaser's country, the sector, and the Goods purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Table of Clauses

1.	Definitions (GCC Clause 1).....	53
2.	Country of Origin (GCC Clause 3).....	53
3.	Performance Security (GCC Clause 7).....	53
4.	Inspections and Tests (GCC Clause 8).....	53
5.	Packing (GCC Clause 9).....	53
6.	Delivery and Documents (GCC Clause 10).....	53
7.	Insurance (GCC Clause 11).....	54
8.	Incidental Services (GCC Clause 13).....	55
9.	Spare Parts (GCC Clause 14).....	55
10.	Warranty (GCC Clause 15).....	55
11.	Payment (GCC Clause 16).....	55
12.	Prices (GCC Clause 17).....	56
13.	Liquidated Damages (GCC Clause 23).....	56
14.	Settlement of Disputes (GCC Clause 28).....	56
15.	Governing Language (GCC Clause 30).....	57
16.	Applicable Law (GCC Clause 31).....	57
17.	Notices (GCC Clause 32).....	57

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Bangladesh Telecommunication Regulatory Commission (BTRC)

GCC 1.1 (h)—The Purchaser’s country is Bangladesh.

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (k)—The Project Site is BTRC, IEB Bhaban, Ramna, Dhaka-1000, Bangladesh.

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section IX of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement.”

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **ten (10) percent** of the Contract Price

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to **two (2) percent** of the Contract Price to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—The final acceptance test will be carried out jointly by the engineers of supplier and engineers of BTRC at their final delivery..

5. Packing (GCC Clause 9)

There are no special conditions relevant to this clause than as specified in Clause GCC 9.1

6. Delivery and Documents (GCC Clause 10)

For Goods supplied from abroad:

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) two (2) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) original and 3 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 3 copies of nonnegotiable bill of lading;
- (iii) three (3) copies of the packing list identifying contents of each package;
- (iv) original and two (2) insurance certificate;
- (v) original and two (2) Manufacturer’s or Supplier’s warranty certificate;
- (vi) original and two (2) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and
- (vii) original and two (2) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser’s country:

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) two (2) Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and two (2) copies of Delivery note, railway receipt, or truck receipt;
- (iii) Original and two (2) copies of Manufacturer’s or Supplier’s warranty certificate;
- (iv) Original and two (2) copies of Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and
- (v) Original and two (2) copies of Certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

GCC 13.3.1—Incidental services to be provided includes ::

Furnishing of a detailed assembly and maintenance manual for each appropriate unit of the supplied Goods;

9. Spare Parts (GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: 7 working days.

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in (_____) [currency of the Contract Price] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in Bangladeshi Taka (BDT) within thirty (30) days of presentation of claim supported by a certificate from the Purchaser

declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in BDT as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

12. Prices (GCC Clause 17)

N.A.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.5% per week.

Maximum deduction: 10 % of contract price]

14. Settlement of Disputes (GCC Clause 28)

GCC 28.2.2(a) shall be retained in the case of Contract with a foreign Supplier and clause GCC 28.3.3(b) shall be retained in case of the Contract with a national of the Purchaser's country.

The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

(a) Contract with foreign Supplier

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

The place of Arbitration shall be Stockholm, Sweden. The language of Arbitration shall be English.

(b) Contracts with Supplier national of the Purchaser’s country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bangladesh.

15. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be: English

16. Applicable Law (GCC Clause 31)

GCC 31.1—The Applicable Law shall be: The law of Bangladesh.

17. Notices (GCC Clause 32)

GCC 32.1—Purchaser’s address for notice purposes:

Lt Colonel Md. Shahidul Alam
Project Director
Strengthening the Regulatory Capacity of BTRC Project
Bangladesh Telecommunication Regulatory Commission (BTRC)
IEB Bhaban (5th, 6th & 7th Floor)
Ramna, Dhaka -1000, Bangladesh.
Phone: +88-02-9553710, Fax: +88-02-9556677
Email: shahid_3480@btrc.gov.bd ; razzaque@btrc.gov.bd

—Supplier’s address for notice purposes:

Section VI. Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

LIST OF GOODS AND SERVICES

General List

Description	Reference	Quantity
(1) Central System		1 system
(2) Post processing system		1 system
(3) Drive Test Device		5 system
Manuals and other documentation		
Operational and Maintenance Manuals		2 copies
System Manual		2 copies
Software Manual		2 copies
Electronic copies		2 copies
Other Documentation		1 copies
Design and Engineering Service		1
<i>System Integration, Configuration Commissioning</i>		1
Operation and Maintenance (O&M) Support		1 year
One Year		
Additional years (optional)		1 year after acceptance
Warranty Period		
First year (firm)		1
Training of BTRC's personnel on-site (5 Day training per programme)		2

Section VII. Technical Specifications

SUPPLY, INSTALLATION AND COMMISSIONING OF A DRIVE TEST SOLUTION IN ORDER TO TEST AND BENCHMARK THE PERFORMANCE AND QUALITY OF SERVICE OF THE ELECOMMUNICATION SERVICE PROVIDERS FOR VOICE, DATA AND VIDEO SERVICES

BTRC

Procurement of a Drive Testing Solution in order to test and benchmark the performance and Quality of Service of the telecommunication service providers for voice, data and video services

1. BACKGROUND

- a) Test system will be procured to evaluate the performance of mobile services in Bangladesh in terms of service availability, sustainability, service coverage and quality of service will tested in order to benchmark mobile service providers to deliver a minimum standard and level of quality of service

2. OVERVIEW

- b) Benchmarking reports will reflect the performance of the mobile network, its effectiveness while the Mean Opinion Scores will highlight the user experience and perception of speech and video quality KPIs have been identified to guage both, the user's perception of the service and the networks ability to deliver the service.

3. OBJECTIVE OF THE TENDER

The required system should be capable of testing the air interface that is delivering the service, either GSM or CDMA to provide statistics on dropped calls, failed call rate as well as determining the speech quality. Mobile data tests for FTP, UDP and email can be performed on GSM, GPRS, W-CDMA, HSPA (HSDPA + HSUPA) and WiMax services.

Benchmarking & Key Performance Indicators.

The system should provide technology specific KPIs for the latest wireless technologies with a wide range of data views to provide textual and graphical visualization of drive test data

- Service Availability (5, 9's or 99.999% availability) fail due to no service
- Service Coverage – Base station service coverage. Is the service available in all areas pre-defined as coverage area by the mobile service provider
- Service Integrity- how often are subscribers interrupted by dropped calls
- Voice Quality - a Mean Opinion Score as per ITU P.563 to evaluate speech quality of voice calls, quantified as a figure of merit to provide a score for listening effort (LE) and listening quality (LQ)
- Post Dial Delay (PDD) /Access Time - delay time taken for call set up from the time the last digit is dialed to the time a call starts ringing
- Bandwidth- measure the available bandwidth for packet data
- Throughput - the average speed to download or upload a file of predetermined size (E.g. 500Kb or 1Mb)
- Video Quality- a Mean Opinion Score for the perceptual evaluation of video quality

TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENT

The system offered shall be capable of handling Radio Network various test, analysis and reporting & data storage.

The system should meet its applications for testing of the following air interface technologies namely GSM, EDGE, GPRS, CDMA, WCDMA, HSDPA.HSUPA, UMTS, 3G, WiMax (4G)

The system tools could be divided into four major part i.e. Data collection, Data Post Processing, Reporting and Presentation.

The equipment and software shall be designed to operate under following conditions;

- Ambient temperature 0⁰C to +45⁰C
- Relative humidity: 90% at + 45⁰C
- Operational temperature : 0⁰C to +55⁰C
- Relative humidity: 95% at 45⁰C
- Software must be able to with stand + 700C at 99% humidity.
- Mechanically strong and expected life 7 to 10 years.

DRIVE TEST EQUIPMENT

The equipment shall be designed in a totally modular fashion empowering users with complete freedom to configure their system how they want and to alter them with ease when desired.

Different air interface technologies can be tested as required for example, GSM, EDGE, GPRS, CDMA, WCDMA, HSDPA/HSUPA-HSPA, UMTS, 3G and Wimax (4G) test mobile terminals.

The equipment shall be capable to measure subscriber experience measurement including Basic voice calls (MOS), SMS/MMS, Email, Video streaming and, video telephony and IP-data services.

The equipment shall be equipped with independent GUI with measurement reply and time shift.

The equipment control unit shall have its own power supply.

The measurement data collected and stored in the unit can be transferred for Post-Processing data analysis via LAN, PCMCIA or wireless.

Changing SIM cards on test mobile phones shall be done without opening cover or having to remove battery.

The equipment should have no cable connections at the rear part for practical and easier mounting within a vehicle or portable system.

The system should support fully automated hands free testing.

MOBILE TERMINAL

The fully computable compressed data files can be automatically transferred to post processing tools system at the office for in-depth analysis and statistics reporting.

The mobile phone can set-up any desired connection such as speechcalls or video telephony.

The mobile phone can be configured to execute scheduled measurement tasks through the Central System.

The housing of the mobile phone should be robust to protect harsh handling.

The mobile phone shall be capable to execute user control pre-programmed scripts. For example HTTP test-pause-FTP test-pause-PING tests.

The built-in GPS can be used in conjunction with the mobile phone terminal to give accurate position information.

Summary of features of compatible and configured Mobile phone terminal:

- (i) GSM/GPRS/EDGE/CDMA and HSDPA
- (ii) Speech, VT, FTP, HTTP, WAP, PING, SMS, and MMS Testing
- (iii) Radio Interface Trace incl. Layer 2 Signing
- (iv) Automatic Test Sequences (Scripting)
- (v) Non-Referenced Speech MOS Algorithm (based on ITU-T P. 563)
- (vi) Measurement Data Reply on Handset
- (vii) User definable and adhoc graphical & textual reporting
- (viii) Forcing Functions (System, GSM Band, Cell Lock, Override Cell Barring)

The Central System

The Main applications on Central System encompass Client Server architecture and communication, which can be mirrored and installed on additional hardware.

The main functionalities of Central System are as follows: To collect raw test results and compile reports on a single central location.

- System Administration & maintenance
 - ✓ Communication profiles
 - ✓ System Log and Event
- General Configuration
 - ✓ Measurement Programs
- Measurement Configuration
 - ✓ Selection of measurement programs
 - ✓ Non reference speech tests
 - ✓ Service Tests: IP-Data, (SMS, MMS, WAP, FTP, Ping etc
 - ✓ Test Groups
 - ✓ Scheduler (Start & Stop-Time, duration)

POST PROCESSING SYSTEM

Post Processing System shall be client-server based

The Post Processing System software should be capable to handle at least four elements as below but not limited to. However it is an advantage if the System could provide more capabilities:

- The system should be capable to show the measured data and serving/neighbors cell overlaid on a map back ground of the measurement area
- The system should provide a collection of hundreds of ready made statistical report templates to display drop calls, speech quality and data throughput. The Reports must be suitable for network benchmarking activities.

KEY PERFORMANCE INDICATORS (KPIs)

KPIs are index to gauge the performance and QoS of the network measured. The System shall capable to measure all the required KPIs and to generator the reports as per the user required. Among the KPIs to be measured are as follows:

- (1) %CCR (Call Connection Ratio)
- (2) % ASR (Answer to Seizure Ratio)
- (3) % NER (Network Effectiveness Ratio)
- (4) PESQ Perceptual Evaluation Speech Quality evaluation by MOS of Speech quality ITU .T- P.563, P.800

5. NOTE TO BIDDERS

The specifications above provide a guideline for the bidder to understand BTRC's basic requirement for participation in the bid for procurement of system for testing and benchmarking.

LIST OF GOODS AND SERVICES

General List

Description	Reference	Quantity
(4) Central System		1 system
(5) Post processing system		1 system
(6) Drive Test Device		5 system
Manuals and other documentation		
Operational and Maintenance Manuals		2 copies
System Manual		2 copies
Software Manual		2 copies
Electronic copies		2 copies
Other Documentation		1 copies
Design and Engineering Service		1
<i>System Integration, Configuration Commissioning</i>		1
Operation and Maintenance (O&M) Support		1 year
One Year Additional years (optional)		1 year after acceptance
Warranty Period		
First year (firm)		1
Training of BTRC's personnel on-site (5 Day training per programme)		2

Section VIII. Sample Forms

Sample Forms

1.	Bid Form and Price Schedules.....	69
2.1	Form of Bid Security (Bank Guarantee).....	73
2.2	Form of Bid Security (Bid Bond)	75
3.	Contract Form	77
4.	Performance Security Form	78
5.	Bank Guarantee Form for Advance Payment	79
6.	Manufacturer’s Authorization Form	80

1. Bid Form and Price Schedules

Date: _____
 Loan No: _____
 IFB No: _____

To: [name and address of Purchaser]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 20_____.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

1.1: Price Schedule for Goods Offered from Abroad
(Group C bids)

Name of Bidder _____ IFB Number _____. Page . of ____.

1	2	3	4		5	6	7
Item	Description	Country of origin	Quantity		Unit price ¹ CIP named place (specify place of destination)	Total CIP price per item (col. 4 x 5)	Unit price ² of inland delivery to final destination and unit price of other incidental services ³

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
- 2.. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**1.2: Price Schedule for Domestic Goods Offered from within the
Purchaser's Country**
(Group A and Group B bids)

Name of Bidder _____ . IFB Number _____. Page . of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2.1 Form of Bid Security (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] and ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

2.2: Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND [insert name of Bidder] as Principal (hereinafter called “the Principal”), and [insert name, legal title, and address of surety], **authorized to transact business in** [insert name of country of Purchaser], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [insert name of Purchaser] as Oblige (hereinafter called “the Purchaser”) in the sum of [insert amount of Bond] (*). [insert amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ___ day of _____, 20___, for the supply of [insert name and/or description of goods] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (2) refuses to accept the correction of errors in its Bid Price in accordance with the Instructions to Bidders; or
- (3) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity;
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and affect up to and including the date 30 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the Surety not later than the above date.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(*) The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between [name of Purchaser] Of [country of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] Of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated _____ with you, for the supply of [description of goods] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2____,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signature(s)]

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Established in accordance with Clause 7.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

5. Bank Guarantee Form for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated _____ with you, for the supply of [description of goods] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number _____ at _____ [name and address of Bank].

This guarantee shall expire, at the latest, upon our receipt of copy (ies) of _____³, or on the ___ day of _____, 2___,⁴ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

³ Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected. (See SCC 6.)

⁴ Insert the delivery date stipulated in the original delivery schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders]

To: [name of the Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**Section IX. Eligibility for the Provision of Goods, Works,
and Services in Bank-Financed Procurement**

Public Information Center

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

As of May 2004⁵

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. Please address any question concerning present list of countries excluded from this bidding to Director, Procurement Policy and services Group, Core services Network, The World Bank.:

⁵ The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.