



Teletalk Bangladesh Limited

(A State Owned Mobile Phone Operator)

Tender Document

For

Procurement of Application Point Interface (API) Gateway Solution

Tender Notice No: _____

Date: __/__/2018

Chapter-1

GENERAL TERMS AND CONDITIONS OF THE TENDER

Teletalk Bangladesh Limited (hereinafter referred to as "Teletalk") invites Tender proposals for **Procurement of Application Point Interface (API) Gateway Solution.**

The following conditions shall compulsorily be applicable to all the bidders of this tender.

1) Preparation of the Tender

The bidder shall submit one original and one copy of Tender documents. The bidder shall bear all expenses for preparation & submission of the tender and Teletalk shall not be held liable for any expenses, whatever be the result of the tender.

2) Amendment of the Tender

Teletalk may issue any amendment to this tender schedule, at its own discretion or requirement or in reply to any query from any bidder. All such amendments (if any) will be informed, in writing, to all the bidders and such amendments will be treated as integral parts of the tender schedule.

3) Tender Submission

a) **Bill of Quantity (BoQ)**, duly filled-up, accompanied by other necessary papers shall have to be submitted with the tender proposal in sealed envelope. If all the required items of Annexure-1 are not duly filled-up in any proposal, then the proposal shall be treated as **Substantially Non-Responsive**.

b) The name and address of the bidder and the subject-matter of the proposal shall have to be mentioned clearly on the envelope.

c) Clause by clause compliance statement of chapter-1 and Chapter-2 as per Annexure-5. A proposal, not having the compliance statement shall be treated as **“Substantially Non-Responsive”**.

4) Last date of submission of Tender Proposals

The tender proposals shall have to reach the address of this office on or before the last date and time of submission of tender, as mentioned in the tender notice/ schedule. Teletalk reserves the right to extend the date of receiving or opening the tender without showing any reason.

5) Late submission of Tender Proposals

No tender shall be accepted if submitted after the specified last date and time of submission. All late submissions shall be returned without opening.

6) Opening of Tender Proposals

The opening process of the tender proposals, submitted within the specified date and time (which may subsequently be extended in writing), will be as follows:

- a) The bids shall be opened by officials of Teletalk on the date, time and place mentioned in the tender notice, or its amendment (if any).
- b) A list, showing the total quoted price of submitted proposals and the documents submitted along with the proposal, shall be prepared as “Opening Statement”.
- c) Representatives of bidders will be allowed to attend the opening process and will be allowed to obtain a copy of the opening statement.

7) Tender Evaluation

- d) A Tender Evaluation Committee (TEC) comprising of officials selected by Teletalk shall evaluate all the submitted proposals. During the said evaluation, scrutiny would be made to see whether the submitted proposals have properly followed the specifications, other terms & conditions and requirements mentioned in the schedule of this tender.
- e) The Tender Evaluation Committee (TEC) reserves the right to instruct any bidder for submission of any or many documents relevant to the evaluation process which have no effect on evaluation of the bid price of the tender.
- f) The reason for which any tender proposal shall be considered as “**Substantially Non-Responsive**” have been described in various part of this tender schedule.
- g) The tender proposals of those bidders which are not considered as “**Substantially Non-Responsive**” shall automatically be treated as “**Responsive**”.

8) Validity of the Tender

The tender shall compulsory remain valid up to 90 (ninety) days from the date of opening. The bidder shall not withdraw its tender proposal within this period and if any tender is withdrawn within this period, the relevant earnest money shall be forfeited. The tender proposal shall remain valid, even after expiry of the said 90 (ninety) days period until it is withdrawn in writing. If the

validity period of any tender is found to be less than the above mentioned 90 (ninety) days, the said tender proposal shall be treated as “Substantially Non-Responsive”.

9) Tender Proposal

9.1 Tender proposal must include the necessary documents as per the Tender Schedule and duly & fully filled-up BoQ for the relevant items, as per format given in Annexure-1 with this tender schedule.

9.2 Total price in the financial proposal of the tender shall have to be written both in figure and in words. All price quotations shall have to be in Bangladeshi Taka (BDT)”.

9.3 The Tender proposals shall be on “Delivery up to Teletalk designated premises basis”. All quotations shall contain the payment of all types of duties, VAT and other taxes payable as per the government rule including insurance and transportation payable for the delivery and all prices will be treated as final.

9.4 No erasing, cutting or overwriting in the price quotation is desired. However, if any corrections are made, the bidder or his authorized representative shall have to place initial beside such corrections. If any difference is found in total price for any item in accordance to the relevant unit price, the unit price shall be considered as correct and final.

9.5 At the time of comparative evaluation of the proposals, the price of the alternate or optional offer shall not be taken into consideration.

9.6 The bidder or its authorized representative shall have to put its seal & sign in every pages of the financial and technical proposal. Any financial and technical proposal without sign & seal by the bidder’s authorized representative will be treated as **Substantially Non-responsive**.

10) Requirement of Work Experience of the bidder

10.1 The bidder must have previous experience in supply and installation of similar type of Application Point Interface (API) Gateway Solution to any telecom operators of Bangladesh. A proposal not having such experience shall be treated as “Substantially Non-Responsive”.

10.2 Attested photocopies of certificates of previous experience shall be submitted with the proposal. Any experience without proper certificate shall not be considered during evaluation. The original copy of submitted certificates shall have to be issued by appropriate authority of the said

organization. The attested photocopies shall have to be signed by first class government or semi government officer. Certificates in any other form shall not be considered as acceptable.

10.3 Teletalk office reserves the right to contact directly with the certificate issuing authority or to ask to see the original copy of certificate at any time. If any certificate issuing authority fails to cooperate with Teletalk or the source/contents of any certificate is identified as false or the bidder fails or disagrees to show the original copy of certificate when asked for, Teletalk shall have the right to cancel the concerned tender proposal and/or consider the same as “Non-Responsive”. In addition, Teletalk may take legal action against the bidder including putting them into a black-list.

11) Acknowledgement of acceptance of the conditions of tender schedule

As the acknowledgement of the acceptance of the terms and conditions of tender schedule, the bidder or his authorized representative shall have to put its seal & sign in every pages of the tender schedule. If the tender schedule remains partially or fully unfilled and/ or unsigned, the tender proposal shall be considered “**Substantially Non-Responsive**”. The Bidder should duly fill up and submit the Annexure-2, otherwise the tender proposal shall be considered “**Substantially Non-Responsive**”.

If the authorized representative signs the tender schedule, the letter of the power of attorney by the bidder in favor of signing the tender proposal by the representative shall have to be enclosed.

12) Tender Schedule Purchase Receipt

The bidder must submit the original copy of the purchase receipt of the tender schedule along with the tender proposal. A bid not containing such papers shall be considered as “**Substantially Non-Responsive**”.

13) Papers relating to Organization of the Bidder:

The bid must contain the following papers. A bid not containing such papers shall be considered as “**Substantially Non-Responsive**”. The bidder will be obligated to show the originals of such papers, if asked for.

- a) Photocopy of the current trade license or photocopy of the application submitted for renewal of trade license.
- b) In case of Limited Company, Memorandum of Article (MoA) and Article of Association (AoA) shall have to submit with the Tender Proposal.
- c) In case of Partnership Firm, the partnership agreement shall have to submit with the Tender Proposal.
- d) Updated VAT Registration Certificate.
- e) Updated Tax Assessment Certificate provided by the Income Tax Department.
- f) Attested photocopies of above mentioned certificates and documents of this clause shall be submitted with the proposal. The attested photocopies shall have to be signed by first class government or semi government officer holding the status of executive engineer or equivalent. Certificates in any other form shall not be considered as acceptable.
- g) Solvency Certificate: The bidder shall have to submit a recent (issued within one month from the date of tender submission) certificate from any scheduled bank of Bangladesh, certifying that the firm has the ability to invest from its own source or the Bank is willing to give CREDIT Facility to the said firm on this issue of amount at least Tk. 50,000,00/-(Taka fifty lakhs), if a work-order is issued to him by Teletalk. The name of the Bank and Address, full name of the Bank signatory, Designation, Signature and Bank Seal, Account Number of the bidder etc. must be mentioned clearly in the said certificate.

14) Earnest Money

- 13.1 The bid must contain Earnest Money, in the form of Pay Order/ Bank Guarantee from any scheduled bank of Bangladesh in favor of "Teletalk Bangladesh Ltd."
- 13.2 The amount of the said earnest money shall be 1% (One percent) of the quoted value of the Bidder.
- 13.3 The original copy of Pay Order/ Bank Guarantee shall have to be submitted and under no circumstance the photocopy shall be acceptable. The said earnest money shall be fully interest free for Teletalk.

- 13.4 Earnest Money validity will be not less than **90 (ninety)** from the date of opening of the bid.
- 13.5 The Earnest Money shall not accrue any interest.
- 13.6 Any tender proposal found without Earnest money specified above or not of the desired form shall be **rejected on spot** during opening of the tender proposals and such rejected tender proposal shall not be evaluated further.
- 13.7 A standard format of Earnest money has been attached as Annexure-3A.
- 15) Return of earnest money
- 14.1 The unsuccessful bidder shall get back the earnest money after selection of the “Successful Bidders”.
- 14.2 In case of successful bidders, the earnest money shall be returned back after receipt of “Performance Security Deposit” from the relevant bidders.
- 14.3 The earnest money shall be handed over to the official signing the tender schedule or his authorized representative, upon receipt of written request in their printed letter-head pad. However, if the bidder requests to return of the earnest money by post, the request will be complied by sending the earnest money document through registered mail, to the address mentioned in the tender proposal. But in such case, Teletalk shall not take the responsibility for reaching of the earnest money document to the recipient.
- 16) Performance Security Deposit/Bank Guarantee
- 15.1 The selected successful bidder shall have to deposit Performance Security Deposit (PSD) equivalent to 5% of the total Purchase / Work order value. The deposit will be in the form of Pay Order/ Bank Guarantee from any scheduled bank of Bangladesh, and in favor of “Teletalk Bangladesh Ltd.”. In case of Bank Guarantee, the validity shall not be less than 06 (Six) months (if required the validity of Bank Guarantee should be extended for further periods). The original copy of Bank Guarantee shall have to be submitted, the photocopy shall not be acceptable under any circumstances.
- 15.2 Teletalk reserves the right to verify the authenticity of the said Bank Guarantee, if necessary. If the said Bank Guarantee is proved as not authentic at any time later on, Teletalk reserves the right to take any legal action against the contractor.

- 15.3 The PSD shall be returned, on written application for the same, to the contractor or its authorized representative, after issuance of the Provisional Acceptance Certificate (PAC) in favor of the concerned contractor and subject to submission of its photocopy along with a certification of no claim/dues from Teletalk.
- 15.4 The PSD of the said deposit shall not be returned within the interim period, under any circumstances.
- 15.5 The Performance Security Deposit is subject to forfeiture under following conditions:
- a) Vendor fails to perform within the stipulated time.
 - b) Vendor fails to provide the Software / Service as per Technical Specification and BoQ (as per Chapter-2 and Annexure-1 of this Tender Schedule).
- 15.6 A standard format of Performance Security Deposit (PSD) has been attached as Annexure-3B.

17) Process of Awarding of Work Orders

On submission of the relevant Performance Security Deposit, the 1st successful contractor will be issued a Purchase / Work order at the same unit prices as quoted in its tender proposal.

18) Time Limit for Completion of Work

The Supplier/Contractor shall complete the Supply, Installation and Commissioning of **Application Point Interface (API) Gateway Solution** within 21 (twenty one) days from the issuance of the Purchase / Work order.

18) Fine for Delays

a) In case of failure of the contractor to complete the supply work within the time limit mentioned in the Work Order, the delay fine shall be realized from the contractor against compensation, at the following rate:

i) Delay of 1 Day = 3% (three percent) penalty

ii) Delay of 1 Day + 1 day = 4% (four percent) penalty

iii) Delay of 1 Day + \geq 2 day = 5% (five percent) penalty

b) If the supply work is not completed after 2 (two) weeks of expiry of the time limit, Teletalk shall have the authority to cancel the work order and contract.

c) Such delay penalty will be adjusted from the dues of the contractor.

d) If the work order is cancelled for any such reason, Teletalk shall verify the amount and evaluate the financial aspects of supply done and after deduction of delay fine and other dues (if any) shall make arrangement for payment of bills. However, in such case, the decision of Teletalk shall be treated as final and no objection of the contractor shall be acceptable.

e) If delay is caused for reasons of Force Majeure to the contractor, no delay fine shall be deducted and if the contractor is unable to accomplish the supply work in time because of Force Majeure, the security deposit shall not be forfeited. However, prior clearance of the Force Majeure shall have to be obtained from Teletalk by informing Teletalk in writing, with concerned proof, within 07 (seven) days after happening of the causes of Force Majeure or immediately after getting its forecast. Except prior intimation by the contractor, no issue shall be considered as the cause of force majeure for the contractor.

f) "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events include wars or revolutions, political unrest, earthquakes, fires, floods, epidemic, quarantine restrictions and freight embargoes.

19) "Warranty Certificate" of supplied equipments:

The contractor shall have to submit written 3 (three) years for hardware and 1 (one) year for software/API Gateway solution.

19.1. The warranty tenure will be counted from the date of issuance of Provisional Acceptance Certificate (PAC) for the Procurement of Application Point Interface (API) Gateway Solution. During the Warranty period, if any deterioration is found more than as estimated, then the Contractor will be

bound to fix the issue at its own cost. Otherwise, Teletalk will take necessary action against the bidder including blacklisting it at Teletalk forever.

- 19.2 The contractor shall support any type of relevant modification, update necessary OS, patches and should support the software during warranty period after issuance of FAC. Any defective equipment/ software supplied by Bidder shall be replaced by Bidder at no additional cost to Teletalk, including all incidental cost like transport costs, etc. the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the hardware and system software will be supplied to Teletalk at no extra cost, with necessary documentation during warranty period.
- 19.3 After 1 (one) year from FAC, Teletalk may go for AMC contract or may not.
- 19.4 The original copy of the above mentioned warranty certificate shall have to be submitted with the tender proposal of the contractor. If such certificate is not enclosed with any proposal then the proposal shall be considered as **“Substantially Non- Responsive”**.
- 19.5 If the expenses for such changes/removals of faults become more than the amount of the security deposit or remaining bill of the contractor, the contractor shall be obligated to repay the additional money to Teletalk. Otherwise, the said contractor shall be blacklisted forever in Teletalk.
- 20) Completion of Provisional Acceptance Test of the installed Equipment and issuance of related certificates
- 20.1 After full completion of Supply, Installation and Commissioning of Application Point Interface (API) Gateway Solution, the Contractor shall inform in writing to Teletalk along with the self test report of Application Point Interface (API) Gateway Solution. Within 7 (Seven) working days of receipt of the related letter, a team consisting of the representatives of Teletalk shall start conducting Provisional Acceptance Test (PAT) of all concerned works. The PAT activities shall include, among others, verification of quality of works & services, compliance to specifications, design, database architecture etc. If the PAT report recommends the concerned supply & works to be acceptable, one Provisional Acceptance Certificate (PAC) for the said site shall be issued to the contractor by Teletalk. Only 01 (one) PAC shall be issued by Teletalk. During conduction of the said PAT if any defect or fault is observed in Application Point Interface (API) Gateway Solution, then

the contractor shall be compelled to change the Software/Hardware or rectify it fully, at its own cost.

- 20.2 For the sake of conducting PAT, one PAT manual shall be prepared by the contractor and the manual shall subsequently be approved by Teletalk. No PAT shall be done without prior approval of the manual.
- 20.3 The long term operative effectiveness and the quality of Application Point Interface (API) Gateway Solution, the quality of service workmanship and the response of the contractor during the period of after sales service shall be reviewed after completion of 12 (Twelve) months from issuance of PAC. Such review activity shall be termed as Final Acceptance Test (FAT). All the testing, if required, for such FAT shall be performed by Teletalk representatives.
- 20.4 If the FAT is completed successfully, Application Point Interface (API) Gateway Solution products are found to be operative correctly and if there are no pending issues as per the Specifications, the FAC shall be issued by Teletalk for Supply, Installation and Commissioning of Application Point Interface (API) Gateway Solution and services covered by the Purchase / Work order.

21) IT, VAT and other Deductions

As per government rules, all bills payable in local currency shall be paid after necessary deduction of Income Tax, VAT and other applicable deductions.

22) Payment of Bills

Steps for payment of payables are as follows:

- a) 90% (Ninety percent) of the payable will be paid after submission of the invoice along with PAC, updated trade license, VAT and TIN certificate. Such invoice shall be certified by the user department. Invoice should be submitted to Finance & Accounts department of Teletalk.
- b) 10% (Ten percent) of the payable will be paid after submission of the invoice along with copy of FAC, updated trade license, VAT and TIN certificate. Such invoice shall be certified by the user department. Invoice should be submitted to Finance & Accounts department of Teletalk.

The Bill will be paid upon submission of the 2 (Two) copies of original invoice with the necessary certification and organization related documents by the Vendor/Contractor to User Department for certifying the invoices and further necessary direction for payment.

23) Bill Payment Procedure

Bill will be paid through account-payee cheque only in the name which is mentioned in their bill. Otherwise bill will be paid in favor of the company/contractor name.

24) Technical Specification of the Service

Technical Specification of Application Point Interface (API) Gateway Solution under this tender is enclosed as Chapter-2. Teletalk reserves the right to declare any tender proposal failing to fulfill the specifications as **“Substantially Non-Responsive”**. Bidders have to submit the complete Specifications in their bid proposal in form of Originals / Copies of all necessary Brochures and catalogs. Suppliers may visit to Teletalk to get some actual idea of the work, at its own cost.

25) Correspondence for the Tender / Purchase Order

The correspondence relating to this Tender Process / Purchase / Work order shall be limited between the Managing Director, Teletalk Bangladesh Limited or its nominated representative and the bidder/contractor. If any conflict/debate relating to this purchase is raised by any of the party, the issue shall be sent to “Board of Directors” of Teletalk and the decision of the Board shall be treated as final. The tenderer/contractor shall be bound to abide by such decisions.

26) Cancellation of Tender

In case of any deviation to any or many clauses of this document, the Managing Director of Teletalk Bangladesh Limited shall have the right to cancel the tender process/issuance of Purchase / Work order either partially or fully.

27) Tender Related Authority

Teletalk is not bound to accept the lowest tender proposal and reserves the right to abolish any portion of the tender or to cancel the full tender without assigning any reason thereof or to consider any adjustment for the interest of work.

A tender proposal not containing an undertaking mentioning that “All the terms and conditions mentioned in the tender schedule were read, understood in full conscience and agreed to without any objection”, shall automatically be treated as “Substantially Non-Responsive”.

28) Purchase / Work Order cancellation related authority

Teletalk authority reserves the right to cancel the Purchase / Work order without assigning any reason thereof. No objection of the concerned contractor shall be acceptable in this regard and the contractor shall not go to any court on the issue.

29) Query and Reply Relating to Tender (Pre-bid Meeting)

Teletalk, at its own discretion or in reply to queries of the bidders, may issue amendments of the tender schedule. Any query relating to the tender shall have to be submitted to the "Deputy General Manager (Procurement), Teletalk Bangladesh Ltd." **minimum 07 (Seven) working days before opening of the tender.** Any issued amendment shall be informed in writing to all the bidders and acceptance of this amendment shall be binding upon them. Teletalk authority is not bound to reply any delayed query.

30) Causes of the tender proposal being becoming “Substantially Non-Responsive”

The reasons for which the tender proposal of any bidder shall be treated as “Substantially Non-Responsive” are summarized below:

Serial No.	Cause	Reference in Tender Schedule
1.	Not fully or properly filling up BoQ (Annexure -1)	Clause No.-3(a) of Chapter-1

2.	Not putting seal & sign in every pages of the financial and technical proposal by the bidder or its authorized representative	Clause No.-9.6 of Chapter-1
3.	The tenure of validity of the tender proposal be less than 90 (ninety days) days	Clause No.-8 of Chapter-1
4.	Lack of specified previous experience certified by proper authority	Clause No.-10 of Chapter-1
5.	Lack of Acknowledgement of acceptance of the conditions of tender schedule (Annexure -2)	Clause No.-11 of Chapter-1
6.	Lack of Tender Schedule Purchase Receipt	Clause No.-12 of Chapter-1
7.	Lack of Earnest Money	Clause No.-14 of Chapter-1
8.	Lacking in Financial Solvency	Clause No.-13 (g) of Chapter-1
9.	Lacking in warranty certificates of the equipment	Clause No.-14 of Chapter-1
10.	Failure to fulfill the Technical Specifications (Chapter -2)	Clause No.-24 of Chapter-1
11.	Lack of Submission of Special Undertaking by the Bidder	Clause No.-27 of Chapter-1
12.		

Chapter-2

Technical Specification

1. General Requirements

1.1	Vendor shall supply server, including required HW, implementation and professional services to be implemented
1.2	Vendor shall be the single point of contact for all the purchases, including HW, SW, and services related to this project.
1.3	Vendor shall provide a comprehensive Project Plan including risk Identification and mitigation, Quality, Conversion, Resource, Change and Communication Management Plan after receiving the PO.
1.4	Proposed H/W and S/W must be the latest released product in that point of time by the vendor. End of Service (EoS) must be atleast minimum 07 (seven) years for both hardware and software. During EoS period, if support agreement is done, vendor will be able to give full hardware and software support.
1.5	Vendor has to provide a connectivity diagram of hardware showing all connections (LAN & Other).
1.6	Vendor has to provide a details solution architecture diagram.

2. Specification for Hardware:

2.2 Specification for Servers		
Sl. No	Features	Specification Required
2.1	Brand Name:	HP/Lenovo/Dell etc.
2.2	Country of origin	To be mentioned by bidder.
2.3	Servers Processors	i) 2 processors ii) 8 Core per processor iii) Processor Speed at least 2.1 GHz iv) Model: Intel GeonE5-2620v4 with 20 MB Cache
2.4	Cache Memory	At least 20 MB cache memory per processor
2.5	Motherboard	Intel® E5-2600 Series Chipset or higher
2.6	Memory	Min 64 GB (at least 4 x 16 GB DDR4 dual-rank
2.7	HDD	Minimum 4x600GB SAS 12G Enterprise 10K SFF (2.5in)
2.8	Network	Minimum 4x1Gb
2.9	Peripherals and Accessories	All required peripherals and accessories.
2.10	OS Support	Support for all operating systems from Microsoft , Linux, Ubuntu, Solaris, RHEL, SUSE, VMware/Citrix/Oracle/Open Hypervisors/Huawei etc.
2.11	Warranty	3 (three) years comprehensive warranty with effect from operational acceptance.

3. API Gateway Software:

NTMC has decided to pull Data from Teletalk through an automated system using secure tunnel. To fulfil the requirement of NTMC, Teletalk wants to develop a Middle-ware/API Gateway Solution by which the requests will be served as per NTMC provided technical specification. The proposed Middle-ware/API Gateway will be capable to receive requests without fail and response asynchronously (on-demand). Below requirements of middle-ware must be complied by vendor:

SL.No.	Technical Requirement
3.1	API Gateway must be capable to receive requests from NTMC as per NTMC provided document
3.2	API Gateway must receive requests in XML format. The format is documented in NTMC provided document.
3.3	API Gateway must response in XML format. The format is documented in NTMC provided document
3.4	API Gateway must expose web-service to communicate with NTMC through a secure channel.
3.5	Vendor shall provide necessary hardware, Linux OS, Database to deploy the middle-ware.
3.6	API Gateway must be 3 tier architecture applications.
3.7	API Gateway must maintain a queue of requests and serve one by one.
3.8	The requests must be processed in background without interrupting request handler.
3.9	Solution of the background processes must pull CDR or Customer information as per requests.
3.10	Teletalk will share the Database for CDR and Customer information.
3.11	API Gateway must collect SMS information as per NTMC requirements. Teletalk will share the information CDR/database.
3.12	API Gateway must collect IPDR information when IPDR will be available as per NTMC requirements
3.13	The software should maintain proper log so that request/day, response/day can be retrieved easily.
3.14	Vendor shall provide the system architecture and request-response flow diagram
3.15	The solution must have pre-defined Data retention policy which will be maintained by middle-ware.
3.16	Data Retention policy of the solution must be configurable and easily manageable by Teletalk.
3.17	Service must be deployed within private network and there will be site-to-site VPN connectivity between Teletalk and NTMC.
3.18	Vendor should have a experience and understanding to handle Telecom CDR (MSC Voice, MSC SMS, SMSC, IPDR, GGSN, CBS Revenue Generating Logs etc.) and clear concept to develop same pattern of software that NTMC is asking for.

Annexure-1

BoQ for Procurement of Application Point Interface (API) Gateway Solution for Teletalk Bangladesh Ltd.

SL	Item Description	Quantity	Unit Price (BDT)	Total Price (BDT) including Tax/ VAT
1	Software/API Gateway as per mentioned in technical specification in clause # 3.	Lot		
2	Server as per mentioned in technical specification in clause # 2.	3		
Grand Total (Taka) for the purpose of evaluation				
In Word (Taka)				

Annexure-2

Letter of Acceptance of the Bidder

[The bidder will fill up the relevant items and will strike off/ drop non-relevant items]

I/ We, having read and fully understood the terms & conditions and specifications of this tender document, unconditionally agree to all those terms & conditions and conditions and declare as follows that :

1. The details of our enclosed Earnest Money is:

Pay Order/ Bank Guarantee no. Date:
....., of Bank Branch
....., Amounting to Taka/= (Taka
.....) only

2. We have submitted this proposal individually/ jointly/ in consortium and the name & addresses are:

a) Name:
Address:
.....

b) Name:
Address:
.....

(add more if necessary)

3. The Technical Leader company of this joint/ consortium proposal is
.....

4. The lead company for financial & other affairs of this joint/ consortium proposal is
.....

5. The Principal Company for our proposed product is(add more if necessary)

6. The Supply Company for our proposed product is

7. Our offer will be valid for (.....) days from the date of opening of the tender and will remain valid until and unless we have withdrawn it in writing.

8. The experience records, as per stipulations of clause # 12of this document, of our principal M/s for Supply of similar systems /service are as follows:
 - a) Experience in

Minimum Period	:..... (.....) years
Minimum Period	:..... (.....) sets

 - b) Supply ofto.....

Minimum Period	: (.....) years
(.....) sets	Minimum Quantity: :

9. As proof to the above experience, we are enclosing (.....) numbers of Certificates as Annex to this tender proposal document.

10. The proposed Brands & Models of our bid is:

Model:

11. We are enclosing the bank solvency/credit facility certificate of our company/ local counter-part as Annex to this tender proposal document.

12. We are enclosing the ORIGINAL copies of the Foreign Manufacturer's/Bidder's Authorization Letter (as per Annexure-....) of our company as Annex to this tender proposal document (as local representative or local agent of the foreign bidder).

13. We are enclosing the attested photocopies of the current trade license/ receipt of submission for request for renewal of trade license, VAT Registration, documents related to e-TIN and Income Tax return of our company/ our local counter-part as Annexure to this tender proposal document.

14. As per stipulations of Clause # 19 of of this tender document, we are enclosing the Warranty Certificates of our company/principle as Annex to this tender proposal document.

15. Declaration of Ethics

I/ We, as a mandatory requirement for participation in the tender, provide the following "Declaration of Ethics"

15.1 That I/We shall not take any action which can be treated as Corrupt, Fraudulent, Collusive or coercive practice as described hereunder:

a) Corrupt practice, which shall mean giving or promising to give, directly or indirectly, to any director, officer or employee of Teletalk a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, Teletalk in connection with the procurement proceedings or contract execution.

b) A fraudulent practice, which shall mean a misrepresentation or omission of facts in order to influence the procurement proceedings or the execution of the contract.

- c) A collusive practice, which shall mean a scheme or arrangement between two or more tenderers, with or without the knowledge of the procuring entity, designed to rig tender prices thereby denying a procuring entity from the benefits of genuine competition.
- d) A coercive practice, which shall mean harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

15.2 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to above come to the knowledge of Teletalk; Teletalk shall, in the first place, allow the tenderer/supplier to provide an explanation. Unless a satisfactory explanation is given, which is accepted by the MD of Teletalk, Teletalk shall exclude the tenderer/supplier from further participation in the procurement proceedings or execution of contract. Teletalk may also declare the tenderer/supplier ineligible, either indefinitely or for a stated period of time, but at least for a period of three years from participation in procurement proceedings. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the tenderer/supplier concerned.

Signature and Seal of the proprietor of the company/ companies/ authorized signatory/ signatories

(fill up for relevant number of companies/ entities)

Name of the Signatory :

Name & Address of the Company :

Telephone :, Fax :

Email :

Seal of the Company

(add more space if necessary)

Annexure-3A

Bank Guarantee for Tender Security (Earnest Money)

[This is the format for the Tender Security to be issued by a scheduled bank of Bangladesh in accordance with Tender Clause No.-15]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of Employer]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called “the Tenderer”) intend to submit to you its Tender dated *[date of Tender]* (hereinafter called “the Tender”) for the execution of the Works of *[description of Works]* under the above Invitation for Tenders (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and words]* upon receipt by us of your first written demand in writing accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the *Tender Clause No.-14*; or
- (c) having been notified of the acceptance of the Tender by the Employer during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the *Tender Clause No.-14*, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire if:

- (a) the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer: twenty eight days after the expiration of the Tenderer’s Tender validity period, being *[date of expiration of the Tender]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Annexure-3B

Bank Guarantee for Performance Security

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with Tender Clause No.-16]

Contract No:

Date:

To:

[Name and address of Employer]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the execution of the works of *[description of works]* under the Contract.

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

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk. *[insert amount in figures and words]* upon receipt by us of your first written demand in writing accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Annexure-4

Format of the

Commitment of Security

To be given by the Bidder at the time of the Bid

This Commitment of Security is made on the day of the month of and shall be effective from the day of the month of of the Christian Era.

by

..... having its office at, in the country of (hereinafter referred to as "**Bidder**", which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, successors in interest and assigns for the works covered by this commitment) as the **First Party**.

to

Teletalk Bangladesh Limited, having its registered office at 37/E, Eskaton Garden, Ramna, Dhaka 1000, Bangladesh and present office at House no-C.E.S (A) 39, Road no-116, Gulshan-1, Dhaka – 1212, Bangladesh represented by its Managing Director (hereinafter referred to as "**Buyer**", which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, successors in interest and assigns) as the **Second Party**.

Whereas

The Bidder has agreed to Supply, Installation & Commissioning of **Application Point Interface (API) Gateway Solution for any Telecom Operator of Bangladesh** as per technical specifications described in Chapter-2 of the tender document to the Buyer under terms and conditions stipulated in Chapter-1 of the tender document.

And Whereas

The Bidder has contracted..... having its office at, in the country of..... (hereinafter referred to as "**Manufacturer/ Supplier**", which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, successors in interest and assigns)for executing the works covered by the supply order and the Manufacturer has agreed in writing (copy of the written agreement has been included with the bid document as "attachment") to abide by all terms and conditions set forth in this document and provide all type of supports to the bidder for execution of the said supply order.

Now this Commitment of Security witnesseth and parties hereto mutually agree as follows

1. Commitment of Non-Disclosure

The Bidder and Manufacturer ought to be committed not to disclosing any information from the data warehouse to any parties especially to any market rivals.

2 Commitment of Information Transparency

The Bidder and the manufacturer ensures that, it will allow the representatives of the Buyer to inspect any part of the solution and provide necessary information required by the Buyer.

3. Copies of the Agreement

This agreement is made in 2 (two) sets of original. Each of the parties shall get a set of original of the agreement.

In witness whereof, the first party hereto has signed this commitment on the date and year written hereinabove.

**On behalf of
Teletalk Bangladesh Ltd.:**

**On behalf of
M/S.....**

Signed by:

Md. Ahsanul Hauque,

DM (IT & Billing), TBL

&

Member Secretary, Specification Committee

Md. Zillur Rahman,

Manager (System Operations, Dhaka), TBL

&

Member, Specification Committee

A.N.M. Asif Hossain,

Manager (Planning & Implementation), TBL

&

Member, Specification Committee

Mohammad Razaul Karim Rizvi,

Manager (M & E Project), TBL

&

Member Secretary, Specification Committee

Md. Khaled Hossain,

DGM (Planning & Implementation), TBL

&

Convener, Specification Committee