

## Addendum/Corrigendum-3

### Section 1: C: Qualification Criteria

<p><b>16.A Joint Venture, Consortium or Association (JVCA)</b></p>	<p>16.A.1 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, executed case by case on a non judicial stamp of value as specified in the <b>TDS</b> or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.</p> <p>16.A.2 The figures for each of the partners of a JV shall be added together to determine the Tenderer’s compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 16.A.1, with number of partners as specified in the <b>TDS</b> to qualify, Leading partner and other partners must meet the criteria as specified in the <b>TDS</b>. Failure to comply with these requirements will result in non-responsiveness of the JV Tender.</p> <p>16.A.3 Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.</p> <p>16.A.4 JV shall nominate the <b>Leading Partner</b> as <b>REPRESENTATIVE</b> being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.</p> <p>16.A.5 The composition or the constitution of a JV formed shall not be allowed to be altered prior to signing of the Contract.</p> <p>16.A.6 Alteration of partners to the composition or constitution at a date later than the signing of the Contract during execution shall be allowed by the Employer only when any of such partners is found to be incompetent or has serious difficulties which may impact the overall implementation of the proposed Works, where the incoming partner shall require to have qualifications higher than that of the outgoing partner.</p> <p>16.A.7 Each partner of the JV shall complete the JV Partner Information (Form PG4-11) for submission with the Tender.</p>
<p><b>21 Contents of Tender</b></p>	<p>In addition to the requirements stated under ITT Sub Clause 21.1, Tenders submitted by a JV shall include <b>updates</b>, if any, on:</p> <p>(a) Joint Venture Agreement legally entered into in the Tenderer’s Leading Partner’s country of origin, by all partners, as stated under ITT Sub Clause 16.A.1;</p> <p style="text-align: center;"><b>or</b></p> <p>(b) Letter of Intent along with the proposed agreement duly signed by all partners of the intended JV and authenticated by an authority of the Tenderer’s Leading Partner’s country of origin with the declaration that it</p>

	<p>will execute the Joint Venture Agreement in the event the Tenderer is successful, as stated under ITT Sub Clause 16.A.1;</p> <p>(c) the JV Partner Information (<b>Form PG4-11</b>), as stated under ITT Sub Clause 12,13 &amp;14;</p>
<b>24 Tender Currency</b>	24.4 The national Tenderers including Joint Venture of national partners shall be able to express their Tenders in combination of local and foreign currency (ies) similar to foreign Tenderer; whereby a price breakdown be provided in support of demand for foreign currency.
<b>26 Documents Establishing Qualifications of the Tenderer</b>	26.1(d) To establish that the Tenderer continues to meet the criteria used at the time of pre-qualification, the Tenderer shall provide updated information on any assessed aspects in Tenderer Information ( <b>PG4-2</b> ), JV Partner Information ( <b>PG4-11</b> ), as applicable, for this particular procurement proceeding.
<b>29 Tender Security</b>	<b>29.4:</b> If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Employer or as otherwise directed on account of the title of the existing or intended JV or any of the partners of that JV, a Tender Security in original form and in currency of the amount as stated under ITT Sub Clause 29.3.
<b>45 Preliminary Examination</b>	45.2(i) verification of all the documents is required, as stated under ITT Clause 16.A and ITT Clause 26 for a Joint Venture Tender, has been provided and requirements met, if it is a joint venture Tender.

## Section 2: Tender Data Sheet

<b>C. Qualification Criteria</b>				
<b>ITT 16.A.1</b>	The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only.			
<b>ITT 16.A.2</b>	Maximum number of partners in the JV shall be <i>[insert number or insert "not limited"]</i>			
	The <b>minimum qualification</b> requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows :			
	<b>TDS Clauses References</b>	<b>Requirements by summation</b>	<b>Requirements for Leading Partner</b>	<b>Requirements for other Partner(s)</b>
	ITT-14.1(a)	Summation not applicable	Same as stated in <b>TDS</b>	Same as for Leading Partner
	ITT-14.1(b)	100% (summation of different contracts)	At least one Contract	Minimum requirement not applicable
	ITT-14.1(c)	100% (summation of different contracts)	40%	20%
ITT-15.1(a)	100%	40%	25%	

### Section 3: General Conditions of Contract

<p><b>15.A Joint Venture, Consortium or Association (JVCA)</b></p>	<p>15.A.1 If the Supplier/Contractor is a Joint Venture, Consortium, or Association (JVCA),</p> <ul style="list-style-type: none"><li>(a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Employer for the performance of the Contract;</li><li>(b) the JV partners shall nominate the Leading Partner as REPRESENTATIVE being entrusted with the Contract administration and management at site who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV;</li><li>(c) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received; provided that if the other partners of the JV subsequently become available before the legal action has been completed, the Procuring Entity shall have the right to take action against those other partners of that JV as well.</li><li>(d) the JV shall notify the Employer of its composition and legal status which shall not be altered without the prior approval of the Procuring Entity;</li><li>(e) alteration of partners, except the Leading partner, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall implementation of the Works, whereby the incoming partner shall require to possess qualifications higher than that of the outgoing partner;</li><li>(f) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices, that JV partner shall be altered following provisions under GCC Sub Clause 15.A.1 (d) and (e), while in case the Leading Partner has been debarred due to the same reasons stated herein the Contract shall be terminated as stated under GCC Sub Clause 42.1.</li></ul>
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## JVCA Partner Information (Form PG4-11)

*[This Form should be completed by each JVCA partner].*

Invitation for Tender No: *[indicate IFT No]*  
 Tender Package No *[indicate Package No]*  
 This Package is divided into the following Number of Lots *[indicate number of Lot(s)]*

<b>1. Eligibility Information of the JVCA Partner [ITT Clauses 5 &amp; 26]</b>	
1.1	Nationality of Individual or country of Registration
1.2	JVCA Partner's legal title
1.3	JVCA Partner's registered address
1.4	JVCA Partner's legal status <i>[complete the relevant box]</i>
	Proprietorship
	Partnership
	Limited Liability Concern
	Government-owned Enterprise
	Other (please describe, if applicable)
1.5	JVCA Partner's year of registration
1.6	JVCA Partner's authorised representative details
	Name
	National ID number, if any
	Address
	Telephone / Fax numbers
	e-mail address
1.7	Litigation [ITT Cause 16.A]
1.8	JVCA Partner to attach copies of the original documents mentioned aside
	<i>[All documents required under ITT Clauses 5 and 26]</i>
The following two information are applicable for national JVCA Partners only	
1.9	JVCA Partner's Value Added Tax Registration (VAT) Number
1.10	JVCA Partner's Tax Identification Number (TIN)
[The foreign JVCA Partners, in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]	

2. Key Activity(ies) for which it is intended to be joint ventured [ITT Clause 16.A]					
Elements of Activity			Brief description of Activity		
3. Qualification Information of the JVCA Partner [ITT Clause 12,13,14,16A]					
3.1 General Experience in Construction Works of JVCA Partner					
Start Month Year	End Month Year	Years	Contract No and & Name of Contract Name and Address of Procuring Entity Brief description of Works		Role of JVCA Partner [Prime/Sub /Management]
3.2 Specific Experience in Supply of JVCA Partner					
Completed Contracts of similar nature, complexity and methods/construction technology					
Contract No		[ insert reference no] of [ insert year]			
Name of Contract		[insert name]			
Role in Contract [tick relevant box]		Leading/Partner Contractor	Subcontractor	Management Contractor	
Award date		[insert date]			
Completion date		[insert date]			
Total Contract Amount		[insert amount]			
If partner in a JV, specify participation of the total Contract Amount		_____ %	Amount & Currency [insert amount] <b>USD &amp; BDT</b> Equivalent [insert amount]		
Employer's Name Address Tel / Fax e-mail Brief description with justifications of the similarity compared to the Employer's requirements		[state justification in support of its similarity compared to the proposed works]			
3.3 Average annual construction turnover [ITT Sub Clause 14,15]					
<i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i>					
Year	Amount & Currency		<b>USD &amp; BDT Equivalent</b>		

3.4	Existing commitments and works [targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub Clause 14,15]		
	Name of Contract Contract no [reference] of [year] Name of Employer Contact Address Tel/fax e-mail	Target Completion Date	Value of Existing Commitments and Works
			<b>Amount &amp; Currency</b> <i>USD &amp;BDT Equivalent</i>
3.5	Financial Resources available to meet the Supply cash flow [ITT Sub Clause 15.1(a)]		
	No	Source of financing	Amount available
			<b>Amount &amp; Currency</b> <i>USD &amp;BDT Equivalent</i>
	In order to confirm the above statements the JVCA Partner shall submit, as applicable, the documents mentioned in ITT Clause 26.		
3.6	Contact Details [ITT Clause 26]		
	Name, address, and contact details of Tenderer's Bankers and other Employer(s) that may provide references if contacted by this Employer		
3.7	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 26]		
	Position Name Years of General Experience	Years of Specific Experience	
3.8	Major items of Construction Equipment proposed for carrying out the works [ITT Clause 26]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, leaser or seller)
<i>[Tenderer to list details of each item of Major equipment, as applicable]</i>			

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Signature  
(Name of Authorized Signatory of the JVCA Partner)

## **Clarification of Sub-Section-10 of Section-7**

### **10.3: Future Capacity Expansion:**

The capacity mentioned in Schedule of Requirement for CTDR system (phase-2) in page 107 of Tender Document that the capacity will be the final capacity of the system.

For example:

In Schedule of Requirement for CTDR system (phase -2) (Page-107)

Serial no.1, Fiber@Home, Gulshan site, Minimum IMIX Traffic Processing Capacity in Gbps

**675**

In Schedule of Requirement for TMAC sub-system (Page -96)

Serial No. 1 Fiber@Home, Gulshan site, Minimum IMIX Traffic Processing Capacity in Gbps

**350**

So, In Phase-2, the necessary card(s) and/ or box(s), additional software and License (not limited to) will be required against =  $(675-350) = 325$  Gbps IMIX traffic and so on for all other items.

So, the difference between these two SORs will be the additional capacity to be added in phase 2.