

CORRIGENDUM-01

Invitation for Application (IFA) for Shortlisting of Chinese Project Implementation Enterprises

The following amendments, corrections and clarifications shall form an integral part of the Shortlisting Document and shall be read in conjunction with the original document. All other terms and conditions of the Shortlisting Document shall remain unchanged.

SI	Reference	Existing Provision	Revised Provision / Clarification
1	Section 1, Clause 7.3, Page 4	"Qualification certificates indicating Special Grade or Grade of the organization as per ITA 3.1.3.1"	"Qualification certificates indicating Special Grade or Grade of the organization as per ITA 3.3.1."
2	Section 1, Clause 7.4, Page 4	"Declaration for the requirement of personnel and equipment as per ITA 3.1.3.2"	"Declaration for the requirement of personnel and equipment as per ITA 3.3.2."
3	Section 1, Clause 7.5, Page 4	"Audited financial statements for the last three years for indicating the steady financial position as per ITA 3.1.3.3 and ITA 4.3.2."	"Audited financial statements for the last three years indicating the financial stability of the Applicant as per ITA 3.3.3 and ITA 4.3.1."
4	Section 1, Clause 7.9, Page 5	Reference to ITA 4.4.	Reference shall be read as ITA 4.5. Accordingly, the clause shall read: "Declaration of Litigation History and supporting legal documents, if any, to fulfil the requirements specified in ITA 4.5. In case there is no such litigation history within the specified period, the Applicant shall submit a declaration stating 'None'."
5	Section 3, Form-1, Page 9	Fields "Application No." and "Lot No." included in Form-1.	The fields "Application No." and "Lot No." are hereby deleted and shall not be applicable for this shortlisting process.
6	Section 3, Form-1, Item (c), Page 10	"we have nationalities from eligible countries, in accordance with ITA Sub-Clause 4.1"	Item (c) is hereby deleted and shall not form part of Form-1.



SI	Reference	Existing Provision	Revised Provision / Clarification
7	Section 3, Form-1, Item (f), Page 10	"furthermore, we are aware of ITA Sub Clause 3.3 concerning such practices and pledge not to indulge in such practices"	"Furthermore, we are aware of ITA Clause 5 concerning such practices and pledge not to indulge in such practices."
8	Section 3, Form-2, Item 1.6, Page 12	"Articles of Incorporation or Registration of firm named in 1.1, in accordance with ITA Clause 7."	"Articles of Incorporation or Registration of firm as required under ITA Clause 7.1."
9	Section 3, Form-2, Item 1.6, Page 12	"An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Applicant or employees of an Applicant entering into or signing a contract with the Procuring Entity in accordance with ITA Clause 4."	"An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevent either the Applicant or its employees from entering into or signing a contract with the Procuring Entity."
10	Section 3, Form-2, Item 1.6, Page 12	"Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITA Clause 4."	"Documentary evidence demonstrating compliance with the qualification requirements under ITA Clause 3.3.1. For foreign enterprises, equivalent professional registration, qualification certificates, or memberships recognized by the competent authority in the country of origin shall be acceptable."
11	Section 1, Clause	No provision regarding	The following provision is hereby added:

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SI	Reference	Existing Provision	Revised Provision / Clarification																				
	7.1, Page 4	submission of Letter of Intent by a proposed Joint Venture/Consortium.	<p>Applicants may participate either as a single Chinese enterprise or through a Joint Venture/Consortium Arrangement (JVCA), in accordance with the provisions of the Shortlisting Document. A JVCA may be formed among Chinese enterprises, or between Chinese enterprises and Bangladeshi enterprises, provided that the lead partner is a Chinese enterprise.</p> <p>Where a JVCA has already been formed, the Applicant shall submit the JVCA Agreement (as per the attached format) duly executed by all partners and signed by their legally authorized representatives.</p> <p>Alternatively, where the JVCA has not yet been formally constituted, the Applicant may submit, with the Application, a Letter of Intent to execute a JVCA Agreement in the event of successful shortlisting, together with a copy of the proposed JVCA Agreement. The Letter of Intent shall be signed by all prospective partners and duly authenticated by a Notary Public. Submission of only a Letter of Intent, without the proposed JVCA Agreement, shall not be sufficient to establish the existence of a JVCA.</p> <p>Furthermore, each partner of the JVCA shall be jointly and separately liable for all obligations, liabilities, and ethical or legal responsibilities arising from participation in this shortlisting process and any subsequent contract.</p> <p>The minimum qualification requirements of Leading Partner, other Partner(s) and requirements by summation of a Joint Venture/Consortium shall be as follows:</p> <table border="1"> <thead> <tr> <th>ITT Clauses References</th> <th>Requirements by summation</th> <th>Requirements for Leading Partner</th> <th>Requirements for other Partner(s)</th> </tr> </thead> <tbody> <tr> <td>ITA-4.1</td> <td>not applicable</td> <td>Same as stated in TDS</td> <td>Same as for Leading Partner</td> </tr> <tr> <td>ITA-4.2</td> <td>100%</td> <td>At least one Contract</td> <td>not applicable</td> </tr> <tr> <td>ITA-4.3.1</td> <td>100%</td> <td>40%</td> <td>25%</td> </tr> <tr> <td>ITA-4.4</td> <td>100%</td> <td>40%</td> <td>25%</td> </tr> </tbody> </table>	ITT Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)	ITA-4.1	not applicable	Same as stated in TDS	Same as for Leading Partner	ITA-4.2	100%	At least one Contract	not applicable	ITA-4.3.1	100%	40%	25%	ITA-4.4	100%	40%	25%
ITT Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)																				
ITA-4.1	not applicable	Same as stated in TDS	Same as for Leading Partner																				
ITA-4.2	100%	At least one Contract	not applicable																				
ITA-4.3.1	100%	40%	25%																				
ITA-4.4	100%	40%	25%																				

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SI	Reference	Existing Provision	Revised Provision / Clarification			
			ITA-3.3.2	100%	Minimum requirement is not applicable	Minimum requirement is not applicable
			ITA-3.3.2	100%	Minimum requirement is not applicable	Minimum requirement is not applicable
			business share	100%	Maximum among the Partners	Minimum 25%
	Section 2, Clause 4.2, Page 7	<p>Specific Experience Eligibility The minimum specific experience as a Contractor in Telecommunication System (suchas BTS, Evolve Packet Core, Transmission Multiplexers, Microwave Links, Tower Construction, etc.) and Services under G-to-G Projects Through Chinese Government Fund in at least a number of 1 (One), contract of similar nature, complexity and methods/constructi on technology successfully completed within the last 10 (Ten) years, each with a value of USD 120 million (or equivalent amount) in country specified in ITA 3.1 & 3.4.</p>	<p>Specific Experience Eligibility The minimum specific experience as a Contractor in Telecommunication System (suchas BTS, Evolve Packet Core, Transmission Multiplexers, Microwave Links, Tower Construction, etc.) and Services under G-to-G Projects Through Chinese Government Fund in at least a number of 1 (One), contract of similar nature, complexity and methods/construction technology successfully completed within the last 15 (Fifteen) years,each with a value of USD 120 million (or equivalent amount) in country specified in ITA 3.1 & 3.4.</p>			

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1 2	General Clarification	Submission requirements not explicitly stated.	Applicants shall submit the Application in hardcopy form. One (1) original hardcopy submission is required unless otherwise notified by the Procuring Entity.
1 3	General Clarification	Requirement regarding signing and sealing of documents not explicitly stated.	Each page of the Application and supporting documents shall be duly signed and sealed by the authorized representative of the Applicant.

This Corrigendum shall be deemed to be an integral part of the Shortlisting Document and shall be binding upon all Applicants.

তফসিল-১২

[বিধি ৭০(২) দ্রষ্টব্য]

JOINT VENTURE (JV) SAMPLE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("Agreement"), made and entered into as of this ____ day of ____, 20__

by and between

(Lead partner of JV with address) hereinafter called as Lead Partner & First Party

and

(Other Individual Partner(s) with address) hereinafter called as other Partner & Second Party and

Title of the JV will be as *(Title of the JV)*.

1. GENERAL PROVISIONS

1.01 Business Purpose.

The parties hereto agreed to form a Joint Venture (hereinafter called the "JV") by pooling their resources, expertise, technical know-how, equipment and materials to submit the following tender jointly and execution of the work in the event of being awarded the contract (hereinafter called the "Work").

1.02 Particulars of the Tender

Tender ID:

Tender Package No.:

Name of the Procuring Entity:

Description of the Tender:

1.03 Terms of the Agreement.

This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

1.04 Business Share (Note 1)

Lead Partner: -----% (in word)

Partner(s): -----%(in word)

Lead Partner (First Party) will be represented by Mr./Ms. (name, designation, firm/company name) and nominated representative or partner in charge of the JV.

Other Partner (Second Party) will be represented by Mr./Ms. (name, designation, firm/company name).

2. GENERAL DEFINITIONS

The following comprise the general definitions of terms used in this Agreement:

2.01 Partners.

A Partner of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s).

The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses.

Any income or loss of the Joint Venture for business and income tax purposes determined by the fiscal year, including, without limitation, each item of Joint Venture income, gain, loss or deduction.

3. OBLIGATIONS OF THE JOINT VENTURERS

3.01 Each partner of the Joint Venture 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

3.02 However,(Name of Leading Partner), Lead Partner and the First Party 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, shall be responsible for the execution and administration of the Contract and management at Site with the satisfaction of the employer including the receipt of payments for and on behalf of the JV

4. FINANCIAL ASPECTS

4.01 Each partner of the JV shall bear the cost and expenses for the Contract in the proportionate ratio of business share mentioned above or as otherwise agreed to by them.

- 4.02 A Joint Venture account in the title of the Joint Venture shall be opened in a locally registered scheduled bank acceptable to both the parties and also to the employer.
- 4.03 All activities of JV related to the operation of Bank Account, signing bills and cheques and to conduct all financial transactions will be done by (name & designation, firm/company name), the First party and Lead Partner as per mutual agreement on behalf of the JV.
- 4.04 Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated in the proportionate ratio of business share mentioned above.

5. SETTLEMENT OF DISPUTES

Any/all disputes arising of this Agreement shall be amicably and promptly settled upon consultation between the parties but, in case of failure, those disputes shall be settled in accordance with the prevailing law of Bangladesh.

6. INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct.

The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

7. TERMINATION OF JOINT VENTURE

The Joint Venture shall be dissolved upon the happening of any of the following events:

- a. In case of the Contract for the Tender is not awarded to JV.
- b. In case the Employer rejects the Tender.
- c. The Contract is completed to the satisfaction of the Employer and settlement of including but not limited to any/all duties, liabilities and responsibilities under or in connection with the contract is completely done.
- d. In case Joint Venture fails to submit its tender until its deadline.

- e. The adjudication of bankruptcy, filing of a petition pursuant to a chapter of the relevant bankruptcy legislation, withdrawal, removal or insolvency of either of the parties.
- f. The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

8. CONFIDENTIALITY

None of the partner of the JV is allowed to disclose this agreement to any other third party for the interest of the JV if in contrary to the law of Bangladesh.

9. AMENDMENT

This agreement may at any time be amended by mutual agreement in writing between the parties hereto subject to the approval of the Employer.

10. MISCELLANEOUS PROVISIONS

10.01 Books and Records.

The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Validity.

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.03 Integrated Agreement.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.04 Headings.

The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.05 Notices.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their

respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.06 Applicable Law and Venue.

This Agreement shall be construed and enforced under the laws of Bangladesh.

10.07 Other Instruments.

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

1. Name, signature and seal of the Lead Partner
2. Names, signatures and seals of the other Partner(s)

Signed, sealed and delivered in the presence of:

Witnesses:

- 1.
- 2.