

RefNo.: 14.34.0000.111.07.022.22.13392

Date: 10 November, 2022

To
Concern Bidders

1st Corrigendum Notice

Subject: **Amendment of Clauses of the Specification of the bidding document for the service "Invitation of Bid for taking lease of International Internet Bandwidth from Singapore for Operation of BSCCL's IP Transit Service".**

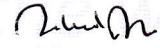
Tender No.: 14.34.0000.111.07.022.22.01

Tender Invitation Ref. No.: 14.34.0000.111.07.022.22.02

With reference to the above mentioned subject, It is notified for all concerned that amendments are hereby made in the bidding document for the service "Invitation of Bid for taking lease of International Internet Bandwidth from Singapore for Operation of BSCCL's IP Transit Service" are attached herewith. Bidders are requested to follow the attached amendments for related clause. The said amendment will be an integral part of the tender document. All other terms & conditions as laid down in bidding document will remain unchanged.

Attachment: 04 (Two) Pages.

Thanking you.


10-11-22

(Md. Zakirul Alam)

Deputy General Manager (Procurement & Logistics)

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Copy To:

1. PA to MD, BSCCL.
2. Office Copy.

Sr. No.	Document Reference	Clause Number	Description in the Document	Clarification Sought	Clarification of BSCCL
Response to queries of Bidder: X1					
1	RFP	4.2	Any IP transit provider having existing connectivity with BSCCL will be eligible for this tender.	Please clarify if only existing providers are eligible for this tender or new entrants are also eligible.	Any IP Transit providers listed within 25 in Caida AS Ranging and the existing providers (does not required to be within 25 in the list) both are eligible for this tender.
2	RFP	10.2.1.1	RTD shall be measured by computing the average RTD for one thousand (1000) pings (with the acknowledgment for each previous packet received) of sixty-four (64) bytes each. In case of International Internet Bandwidth, this will be measured from the BSCCL Gateway Router at Singapore to the different destinations in USA, Europe or Asia Pacific. The commitment RTD shall be as below	The latency measurement shall be from the Bidder's gateway router located at Singapore. Please confirm.	Agreed, in such case BSCCL will add 3ms with the bidders latency to evaluate latency.
3	RFP	10.2..2.1	The average monthly packet loss to the last hop router in any PoP of the successful bidder shall be less than 0.3%, measured from the IP gateway router port of BSCCL Equinix PoP. Packet Loss shall be measured by computing the percent loss of one thousand (1000) pings (with acknowledgment for each previous packet received) of sixty-four (64) bytes each.	The packet loss measurement shall be from the Bidder's gateway router located at Singapore. Please confirm.	The average monthly packet loss of the provided link needs to be measured from BSCCL Gateway router port(towards bidders router port) because its bidder responsibility to provide the connectivity between BSCCL router and providers router.
4	RFP	10.2.4.1	Services shall be provided at a guaranteed level (except for the planned maintenance). In the event that service level falls below guaranteed level due to International Backhaul, IP PoP, Transmission Equipment, Latency etc. the following compensation shall be payable to BSCCL	Uptime shall only be applicable for IP port availability. Please confirm.	Understanding is correct.
5	RFP	10.2.4.3	The planned maintenance should not exceed once in a quarter and maximum allowable outage due to the planned outage is 0.45% of total hours in any quarter (3.24 hours). Any planned outage beyond 0.45% shall be considered as unavailability for the purpose of calculating service unavailability credits.	Request clarity on customer initiated planned maintenances	Provider initiated maintenance which would be notified before a week (minimum) will be treated as Provider initiated maintenance time.
7	RFP	16.4	BSCCL may select multiple successful bidders. The responsive bidder with lowest evaluated price for IP Transit service at Singapore will be considered as the "1st Successful Bidder" for IP Transit service at Singapore. Then BSCCL will select the "2nd Successful Bidder" and the "3rd Successful Bidder" for the IP Transit service at Singapore in the following manner:	Please clarify the number of successful bidders that shall be selected exactly and the number of 10G IP ports that shall be awarded to each.	Please follow the tender document. BSCCL will take the decision during contract signing.
8	RFP	5.4	BSCCL will activate any 10G circuit, whenever it is required, within the two years after the signing date of the contract with the successful bidders. Service of each activated 10G port will continue for two years from the date of activation.	Please clarify if the initial order will be for 11*10G ? and their will be additional 10G ordered? What will be the contract period for the additional 10G ordered.	Please follow the tender document.

10	RFP	16.3	Upon completion of financial evaluation, the evaluation committee will determine the 'Evaluated Price' for each responsive bid. Bidders shall note that the 'Evaluated Price' may not be the same as the 'Quoted Price'. After determination of the 'Evaluated Price' for each responsive bid, the evaluation committee will list the responsive bids in chronology of the 'Evaluated Price' with the lowest value of the 'Evaluated Price' at the top of the list. The bidder with the next higher value of the 'Evaluated Price' shall be in second place and so on.	Please clarify difference between evaluated price and quoted price.	Quoted price means the price offered by the bidder and Evaluated price means the price calculated by bid-evaluation committee of BSCCL. Such evaluated price may be same as quoted price if no arithmetic error would be found in the quoted price during the evaluation.
12	Pg 7	10.2.4.6	The total maximum aggregated compensation payable by respective bidder to BSCCL in any month shall not exceed total monthly recurring charge (MRC). The combined cumulative compensation to be issued during the contract period shall be limited to 20% of the total contract value.	As per our requirement the Default in Service provisioning should be remedied by the Service Credits. Following language to be included: 5.4 Limitation For Services-Related Matters. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR CUSTOMER'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S).	Such type of clause may be a part of agreement after mutual understanding during signing the contract.
13		<u>Limitation of Liability</u>		The RFP does not identify the Limitation of Liability or exclusion of Indirect Damages for the Bidder. In such circumstances Bidder may be exposed for unlimited liability and Hence the following clause is identified to be incorporated Bidder proposes: " Notwithstanding any other provision hereof, Bidder shall not be liable to BSCCL for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this RFP , whether or not caused by the acts or omissions or negligence (including gross negligence or wilful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. For any liability not excluded by the foregoing, with respect to all claims including those for intellectual property claims and indemnifications, the Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all liabilities, the most recent twelve (12) months of charges collected by the Bidder from BSCCL immediately preceding the day giving rise to the liability. The liability for Service defaults matters to be limited to the Service credits.	Such type of clause may be a part of agreement after mutual understanding during signing the contract.






14		<u>Export Control</u>		The Parties acknowledge that products, software, and technical information (including but not limited to the Services, technical assistance and training) provided under this Agreement may be subject to export control and sanctions laws and regulations of the U.S. and other countries, and any use or transfer of the products, software, or technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export control and sanctions regulations. If requested by either Party, the other Party agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.	Such type of clause may be a part of agreement after mutual understanding during signing the contract.
15	4	6.1	6.1 The technical proposal and the financial proposal shall be submitted separately in two separate files mentioning the type of proposal (Technical or Financial). The hard copy of the offer shall be submitted in person or should reach by postal mail to the following address within the date and time stipulated in the invitation notice; Managing Director Bangladesh Submarine Cable Company Limited Rahmans' Regnum Center (7th Floor), 191, Tejgaon-Gulshan Link Road, Dhaka-1208.	Do bidder need to submit proposal necessarily in hard copy or there is an option to provide proposal only in soft copy as well.	Bidder can submit their bid either hard copy or soft copy as clause 6 : Submission of Offer of this tender document.
16	RFP	12.3	Any applicable tax, GST and duties payable outside Bangladesh shall be borne by the bidder	<p>Please replace with this clause;</p> <p>(a) All charges for Services are exclusive of applicable taxes. Except for taxes based on Bidder's net income, BSCCL will be responsible for payment of all applicable VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services (hereafter "Taxes"). Bidder may invoice BSCCL, and BSCCL shall reimburse Bidder, for any regulatory fees, assessments or contributions (collectively, "Regulatory Fees") charged to Bidder by any Governmental Authority in connection with Service(s) provided hereunder. To the extent BSCCL is or believes it is exempt from payment of certain Taxes or Regulatory Fees, it shall provide to Bidder a copy of a valid exemption certificate. Bidder will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from BSCCL, but only to the extent Bidder is permitted to do so under applicable laws. Notwithstanding the foregoing, in the event that BSCCL's exemption certificate is or becomes invalid during an applicable Service Term, and Bidder is assessed or held responsible for additional Taxes, Regulatory Fees, penalties or late charges, BSCCL shall be responsible for all such amounts in accordance with this Section.</p> <p>(b) All charges for Services are exclusive of applicable taxes. If BSCCL is or was required by law to make any deduction or withholding from any payment due hereunder to Bidder, then, notwithstanding anything to the contrary contained herein, the gross amount payable by BSCCL to Bidder will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Bidder will not be less than Bidder would have received had no such deduction or withholding been required. If any taxing or Governmental Authority asserts that BSCCL should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that Bidder should have collected certain Taxes from BSCCL which Bidder did not collect, BSCCL hereby agrees to indemnify Bidder for such Taxes and hold Bidder harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.</p>	Please follow the tender document.
Response to queries of Bidder: X2					

17				Could you share the word copy of the Bidding document please?.	Copy of the Bidding document will be published on website (http://www.bscl.com)
18				. How many 7.5G commit on 10GE ports are you looking at? (I see on the document 11x10GE ports.)	Please follow the tender document.
19				May I know how many 10G ports you will commence with, for 7.5G commit?	Every single port will be commenced for 7.5G committed and 2.5G burstable bandwidth.
20				Is this requirement an addition to your existing 2x7.5G on 2x10GE ports services?	Yes, BSCCL will discontinue the mentioned existing 2x10G port after two years tenure from the date of activation of circuit.
Response to queries of Bidder: X3 and X4					
21	RFP		<p>4.1 This bidder offering the IP transit service shall have the authority to sell the IP Bandwidth internationally where the offered IP node is located</p> <p>4.3 This position of the bidder offering the IP transit service shall be within the first 25 in the AS ranking of CAIDA project website (https://asrank.caida.org) during evaluation period.</p> <p>4.4. The bidder must not have been declared bankrupt or filed for bankruptcy in any country.</p> <p>4.5. The bidder must have legal capacity to enter into a contract with BSCCL</p> <p>4.6. Bidders registered in Israel or having their origin in Israel are not eligible for participation in this bid</p>	<p>4.1. The bidder/supplier offering the IP transit service shall have the authority to sell the IP Bandwidth internationally where the offered IP node is located</p> <p>4.3. The position of the bidder/supplier offering the IP transit service shall be within the first 25 in the AS ranking of CAIDA project website (https://asrank.caida.org) during evaluation period.</p> <p>4.4. The bidder/supplier must not have been declared bankrupt or filed for bankruptcy in any country.</p> <p>4.5. The bidder/supplier must have legal capacity to enter into a contract with BSCCL.</p> <p>4.6. Bidders/supplier registered in Israel or having their origin in Israel are not eligible for participation in this bid</p> <p>Add qualification: the bidder/ supplier must have registered company and business license in Singapore and Bangladesh</p>	<p>i. Please follow the tender document.</p> <p>ii. BSCCL always signed contract (SIA & MSA) with the bidder who belongs the ASN to maintain service uptime, low latency as well as real time technical support. So no third party is allowed in the bid.</p> <p>iii. The existing provider does not required to be within 25 ranking list of CAIDA. In such case OMI can directly participate in the tender.</p> <p>iv. As the service will be delivered at Singapore by the successful bidder so please follow the tender document clause 4.1.</p>