



## **KHULNA SHIPYARD LIMITED** **BANGLADESH NAVY, KHULNA**

BABE (F)-M.Slipway Carriage/2022-2023

06 October 2022

### **INTERNATIONAL TENDER NOTICE**

01	Procuring Entity Name	<b>Khulna Shipyard Limited</b>
02	Invitation For	Material for Slipway Carriage (Operating & Loading).
03	Invitation Reference No.	BABE (F)- M.Slipway Carriage/2022-23      DATE: 06/10/2022
04	Procuring Method	Open Tender (Two Envelop System)
05	Budget & Source of Funds	Own Finance
06	Tender Last Selling Date	Date: 13/11/2022
07	Tender Closing Date & Time	Date: 14/11/2022    Time: 11:15am
08	Tender Opening Date & Time	Date: 14/11/2022    Time: 11:30am
09	Name & Address of the Office for Selling of Tender Documents:-	
	(1) Cash Section, Khulna Shipyard Ltd. Bangladesh Navy, Khulna. (2) Naval Store Sub Depot, Khilkhat Nama Para, Khilkhat, Dhaka.	
	Receiving & Opening Tender	<b>Khulna Shipyard Ltd, Bangladesh Navy, Khulna</b> <b>(Tenderer's and their Authorized Representatives are allowed to attend)</b>
10	Price of Tender Document	Tk. 2,000.00 (Tk. Two Thousand) Non-refundable.
11	Contact Details of Official	Tel : 02-4411-0990, Fax : 880-41-720404, Email: <a href="mailto:contact@khulnashipyard.com">contact@khulnashipyard.com</a> , <a href="mailto:piccomf.ksy@gmail.com">piccomf.ksy@gmail.com</a>
12	Special Instructions	The Procuring Entity reserves the right to reject all or any Tenders prior to acceptance without showing any reason.



# **KHULNA SHIPYARD LIMITED**

## **BANGLADESH NAVY, KHULNA**

PHONE NO: PABX 02-4411-0990, FAX. NO: 880-41-720404

E-mail: [contact@khulnashipyard.com](mailto:contact@khulnashipyard.com) , [iccomf.ksy@gmail.com](mailto:iccomf.ksy@gmail.com)

### **IMPORTANT POINT**

1. **TENDER NO: BABE (F)-M.SLIPWAY CARRIAGE/2022-2023 DATE: 06/10/2022.**
2. **DUE FOR OPENING ON : 14 NOVEMBER 2022 (11:30AM).**
3. **PRICE OF TENDER DOCUMENTS : Tk 2000.00** per set (Non-refundable).
4. **EARNEST MONEY : 1%** (one) of the total quoted CFR value either in Bangladesh currency or equivalent US\$ / EURO / GBP etc. favoring Khulna Shipyard Ltd., Khulna, in the form of Bank Draft / Pay Order / Bank Guarantee.
5. **NAME OF THE COMMODITY:** Material for slipways operating and loading carriages – (detail specification, terms and condition as per Annex B).
6. **TERMS OF SUPPLY:** CFR Chattogram Sea Port.
7. **Price:**  
**For CFR Chattogram**
  - i) FOB and Ocean freight should be shown separately.
  - ii) Freight should be shown/endorsed on Bill of Lading.
  - iii) Freight will be paid at actual against Bill of Lading but not exceeding the amount shown in quotation/offer.
8. **Delivery/Shipment.** 06 Months from the date of LC.
9. **Tender Should Remain Valid:** 180 Days from the date of Tender opening date.
10. **THE TENDER DOCUMENTS MUST BE REQUIRED WITH SEAL AND SIGN THEREOF ON EACH PAGE:**

The Khulna Shipyard Ltd., Khulna invites quotation **by two envelop system (one technical and another one financial offer)** in duplicate (marked as "Original" and "Duplicate") from Manufacturers / Principal Suppliers for supply of the item(s) described in the attached sheet schedule (Annex-A) on KSY site basis, Quotations will be received by this office up to **11-15 A.M.** and will be opened 11-30 A.M. in public on the date specified above. The financial offer will be opened after evaluation of technical offer and shall be intimated of the bidders in time.

#### **11. AMENDMENTS TO TENDER DOCUMENTS.**

- a. At any time prior to deadline for submission of bids the purchaser may, for any reason, whether of its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by the amendment(s).
- b. The amendment(s) will be notified in writing by letter / fax or by cable to all prospective bidders who have purchased tender documents and the same will be binding on them.
- c. In order to allow the prospective bidders reasonable time to take the amendment into account in preparing their bids, the purchaser may at its sole discretion extend the deadline for submission of bids.

#### **PREPARATION AND SUBMISSION OF QUOTATION.**

12. **GENERAL:**

- a. Offers are to be dropped in the tender box provided for the purpose at the office of Khulna Shipyard Ltd., Khulna.
- b. Tender number and opening date as above should be written on the envelope. The envelope containing quotation should be sealed and addressed as follows :-

**THE MANAGING DIRECTOR  
KHULNA SHIPYARD LIMITED  
BANGLADESH NAVY  
KHULNA – 9201, BANGLADESH**

Tender number and opening date as above should be written on the envelope.

- c. Tender may be put into the Tender Box kept for this purpose at the above address, but care must be taken to ensure that it reaches this office on the date and time fixed. Late tenders will not be considered. Suppliers may also post the tenders to the **MANAGING DIRECTOR, KHULNA SHIPYARD LIMITED, BANGLADESH NAVY, KHULNA-9201, BANGLADESH**, so, as to reach him on due date and time. No responsibility will be accepted by buyer for late receipt.
- d. The Manufacturers / Principal Suppliers may quote in their own letter head, but it is essential that the tender schedule is also completed and returned, alongwith original money receipt to the buyer. If the schedule is not accordingly returned the quotation may not be considered.
- e. Tenderers may quote price Bangladesh Taka/US Dollar / in any International trading currency.
- f. Tenderers should confirm their credit report issued from tenderers banks and this credit report should be enclosed in the original offer / quotation otherwise L/C opening bank should be arranged to collect this credit report and necessary cost in this respect will be realized from the supplier's bill/ L/C value.**
- g. Tenders should enclose with the quotation the Original Proforma Invoice of their Principal and the Proforma should be based on CFR PRICE.
- h. Quotation should be strictly in accordance with the following :
- (1) Accounting unit prescribed in the tender enquiry.
  - (2) Terms of delivery and place of delivery as specified in the tender enquiry.
- i. The name of the manufacturers, principal suppliers and country/countries of origin with port of shipment proposed should invariably be indicated.
- j. Tenderers must submit with the quotation the Original Proforma Invoice of their Principals and the Proforma Invoice shall clearly indicate detail technical specification, the percentage of commission, if any, included in FOB price for the local agent. Commission payable to the local agent by the foreign supplier will be deducted and paid to local agent in equivalent Local currency at the exchange rate at which the Bill of Exchange is negotiated. **Buyers will not pay any extra commission or otherwise to the Local Agent.**
- k. No claims on the ground of typographical errors in calculating prices would be entertained later and the tendering firms would be asked under points of penalty and disciplinary action to supply at price they have originally quoted.
- l. Indenting Agent should also submit along with the tender valid registration certificate issued by the CCI & E and Bangladesh Bank permission. In absence of original certificate Photostat copy may serve.
- m. Tenderers should quote the price as per schedule given in Annex A to this document.
- n. Tenderers should submit a certificate along with the offer to the effect that they have gone through the instructions and terms and conditions stipulated in the tender

documents and have accepted them into. As a token of such acceptance each page of this tender documents must be signed by the supplier with their SEAL. If the tender documents are not received accordingly, the quotation may not be considered. In case of disagreement on any point this must be stated clearly in a separate sheet. Tenderers must give full and detailed specification of the items they like to offer. Expressing like as per your specifications should be avoided and will be treated as disqualification.

13. **CONTRACT.** The terms and conditions of the tender document shall form an integral part of the contract/purchase order document. The tenderer is requested to check this set of tender documents in order to ensure proper compliance and the "Form of Acknowledgement" along with the "Certificate as to **Corporate Principal**", where applicable, duly filled in be returned along with the **tender**.

14. **BID LANGUAGE.** The bid's, all correspondences and documents relating thereto exchanged between the bidders and the purchaser shall be written in English Language.

15. **TERMS OF PAYMENT:** Letter of Credit (LC) for full purchase amount will be opened in favour of the principal supplier under the following payment terms:

- a. 80% of total CFR value will be paid on delivery of the items described under the scope of supply and on production of following shipping documents.
  - (1) Complete set of original 'Clean on Board' Bill of Lading / mentioning the amount of freight on Bill of Lading.
  - (2) Supplier's invoice signed in ink,
  - (3) Fax/E-mail/Swift advice for insurance cover,
  - (4) Certificate of origin,
  - (5) Certificate showing that the material has been shipped in a non-Israeli vessel,
  - (6) Undertaking regarding supply / re-placement of short supplied and defective materials on free of cost demanded by the buyer.
  - (7) Satisfactory FAT/PSI certificate (as per clause No. 16 Annex-B)
- b. Remaining 20% of L/C amount will be paid on producing "Acceptance certificate after satisfactory inspection out by the buyer's and supplier's representative at Khulna Shipyard Ltd.

16. **PACKING AND MARKING:**

- a. The seller shall be responsible for proper packing and marking the goods for shipment by rail, road and sea. Goods shall be assembled to the maximum extent practical prior to shipment. Goods shall be packed so as to withstand usually rough handling and ensure delivery without loss or damage.
- b. Each packet/ Bundle must have the following information printed in BOLD LETTERS on the outside
  - (1) Name of the consignee and Destination,
  - (2) Letter of credit number,
  - (3) Gross and net weight,
  - (4) Serial number of Bundle and,
  - (5) Name and address of the seller,

### **SPECIAL CLAUSE:**

17. **Pre-Shipment Inspection (PSI)/ Factory Acceptance Test (FAT):** As mentioned tender specification Annex B article 16.

18. **LATE SHIPMENT/ DELIVERY AND LIQUIDATED DAMAGES:** Late shipment/ delivery will not be accepted. However with reasonable cause, if KSY agrees for late Shipment/ Delivery, in that case followings will be imposed:

a. On genuine reasons / grounds beyond the control of the suppliers / contractor, extension of delivery period may, however, be granted by the Purchase Approving Authority (KSY) without realization of any liquidated damage provided validity of their performance guarantee covers such extension.

b. Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods will be realized from the supplier / contractor.

c. In specific cases, where delay in shipment is likely to cause dislocation of work or financial loss, or related to the delivery of ships/ handed over of construction work, a higher rate of liquidity damage from 5% to 10% (as decided by KSY) per week or part thereof on the value of the undelivered goods will be charged.

d. In case of delay in shipment beyond approved timeframe as stated in Clause no. 9, this schedule will be treated as cancelled and the full Performance Guarantee shall also be forfeited as a consequential effect.

e. Minimum 14 days free time for container shipment at destination port must allow for each shipment.

**19. TERMINATION OF CONTRACT:**

a. At any time during the period of this contract, the Purchaser shall have the right to cancel contract under following reasons:

(1) If the supplier fails to supply the contracted item as per specification given in the purchase order/contract of the contracted item being rejected by the competent technical authority.

(2) If the supplier fails to deliver the contracted item within the date specified in the purchase order/contract or any extensions thereof.

(3) In the event of breach of any contractual obligations given in the terms and conditions of the purchase order/contract.

b. Moreover, in case of termination of contract as under this clause the Purchaser shall have the right to decide taking appropriate punitive action against the supplier as deemed suitable by the KSY authority.

c. Decisions under this clause SHALL not be subject to arbitration.

**20. INSURANCE.** Insurance of the consignment after shipment to destination port/place (up to buyers premises) will be arranged by buyer. Quotation should, therefore, be exclusive of the insurance charges.

**21. EARNEST MONEY.** All bidders must submit earnest money for an amount equivalent to 1% (one) of the actual quoted CFR value of the stores either by Bangladesh currency or equivalent to any International Trading currencies favouring the Khulna Shipyard Ltd., in bank draft/pay order / bank guarantee /which will be issued by any scheduled bank of Bangladesh. In case bank guarantee is submitted, the same should remain valid for 120 days from the date of opening of the tender. Neither any inland cheque for a cheque /guarantee issue by Bank of foreign countries will be entertained. Earnest money is liable to forfeiture if the bidder for any reason whatsoever withdraws or modifies its offer; or violates the terms after opening of the tender and before expiry of the validity of the offer; or fails to furnish the required performance bond within the stipulated time after issuance of letter of intent. Bid bond/earnest money of unsuccessful tenderer would be returned once a decision of the tender is made. A tender not accompanied by earnest money/bid bond would be rejected as non-responsive. Bid bond of the successful bidder shall be returned after furnishing performance bond. A specimen copy of bid bond is enclosed herewith as annex-C

**22. PERFORMANCE BOND.** The successful tenderer will be required to furnish performance bond to the extent 10% of the total CFR value either in the form of pay order / bank draft or bank guarantee for the satisfactory execution of the order. The performance bond should

be given by any Bangladesh Commercial Bank under their (Bank) full risk and liabilities. If the same is submitted by bank guarantee it must remain valid 12 (Twelve) months beyond the day of shipment. Performance bond must be furnished within 10 (Ten) day's from the date of letter of intent. It will be liable for forfeiture if the supplier fails to supply the goods within the specified time or commits any breach of contract. A specimen copy of performance bond is enclosed herewith as Annex - D.

23. **INDEMNITY:** The supplier have to indemnify the buyer against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design etc and shall take all risk of accidents or damage which may cause or failure of the supply from whatever cause arising and take entire responsibility for the sufficiency of the means used by the supplier for the fulfillment of the contract.

24. **INCREASE OR DECREASE IN QUANTITY OF CONTRACT:**

The buyer reserves the right at the time of award of contract, with no adjustment in unit price (bid), to increase or decrease the quantity tendered. The buyer also reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission.

Award would be made to the bidder whose responsive bid determined to be the lowest evaluated bid and who meets the specification and other terms and conditions of the tender document.

25. The buyer has the option to place orders either on CFR Chattogram as detail mentioned in clause No. 07.

26. **DISQUALIFICATION OF OFFER:**

a. Telex/E-mail/Swift/Fax offer may be considered provided signed copy of Proforma invoice is received within 24 (twenty four) hours from the opening of the tender.

b. Any addition or alternator to the specification or rate quoted by a firm in the tender after not only be ignored but should also render the firms liable to disqualification.

c. Any tender received late and not strictly confirming to the terms and conditions prescribed in this tender documents not accompanied with the requisite earnest money and the money receipt of tender price and registration certificate may be liable for rejection.

27. **TAXES AND OTHER CHARGES:**

a) All duties, taxes and other charges levied on the goods by authorities in buyer's country shall be borne by the buyer and shall not be included in the bid price.

b) Charges of such nature in seller's country or in any country other than the buyer's country shall be borne by the sellers.

c) In the event of any delay in dispatch of the shipping documents or their incorrect preparation, the supplier shall be responsible for any demurrage, extra handling charges or any other expense arising there from.

28. **BREACH OF CONTRACT:** On any breach of contract by the seller, the buyer may recover the actual loss suffered and the amount may be realized by encashing the performance guarantee.

29. **WARRANTY:** As mentioned tender specification Annex B article 17.

30. **GUARANTEE FOR WARRANTY:** The Supplier shall furnish to buyer a bank guarantee for warranty (for the contracted item) after satisfactory handing over of the forklift for an amount equivalent to 10% of the contract price, which shall remain valid until expiry date of the warranty period.

31. **UNDER TAKING:** The manufacturers/suppliers shall issue a certificate to be effect that they have shipped the goods strictly conforming to the quality and quantity stipulated in the Purchase Order and that they will replace the defective materials and replenish the short supplied quantity free of charge on demand by the buyer. Such certificate shall form an integral part of the original shipping documents required to be submitted to the bank for drawing of payment against letter of credit by the supplier.

32. **APPLICABLE LAW:** The purchase order shall be interpreted in accordance with the law of the buyer's country.

33. **FORCE MAJEURE.** Should any circumstance arise preventing either contracting party from wholly or partly carrying its obligations under the present contract, namely Natural Calamity, Strike, Riots, firm acts and elements of War, Military Operation of any, Nature, Block ads and any unforeseen event which is beyond human control the period stipulated for the performance of this contract shall be extended or as long as the circumstances prevail. Provided that in the event of these circumstances continuing for more than thirty days, either party shall have to refuse to fulfill its obligations under this contract and in such case neither party shall be entitled to indemnification of any losses it may sustain.

The party unable to carry out its obligation under this contract shall immediately advise the other party of the commencement and the termination of circumstances preventing the performance of the contract. A certificate issued by the Chamber of Commerce of the sellers of the buyers' country shall be sufficient proof of the existence and duration of such circumstances.

34. **ARBITRATION.** In the event of any dispute or difference arising out of the terms and conditions as specified above, the same shall be referred to the award of a sole. Arbitrator appointed by the parties on mutual agreement, failing which it shall be referred to the award of the two Arbitrators, from each side (buyer and seller), or in the case of disagreement between the two arbitrators to the award of an umpire to be appointed by the two arbitrator in writing before proceeded on the reference of the decision of the sole arbitrator or of the two arbitrator in the writing before proceeded on the reference of the decision of the sole arbitrator or of the two Arbitrators or the umpire as the case may be shall be final, conclusive and binding upon the parties. The provisions of the arbitration Act 2001 and rules there under and any statutory modification there of shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh any statutory modification enactment thereof for the time being in force in Bangladesh shall apply to the arbitration proceeding.

The above terms and conditions are not absolute, the Khulna Shipyard Ltd., Bangladesh Navy, reserves the right to incorporate additional terms and conditions, if necessary. The Khulna Shipyard Ltd., BN also is not bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason whatsoever.

Yours faithfully

M M Khairul Alalm  
Commercial Officer  
For Managing Director

Enclosure:

- |    |  |            |
|----|--|------------|
| A. | Format of Price Schedule and Technical Specification (Annex-A) | - 01 page  |
| B. | Technical Specification (Annex-B)                              | - 03 pages |
| C. | Format of Bank Guarantee in Lieu of Earnest Money (Annex-C)    | - 01 page  |
| D. | Format of Performance Bank Guarantee (Annex-D)                 | - 01 page  |



# **KHULNA SHIPYARD LTD.**

## **BANGLADESH NAVY, KHULNA**

PHONE NO: PABX 02-4411-0990, FAX. NO: 880-41-720404

mail: [contact@khulnashipyard.com](mailto:contact@khulnashipyard.com) , [oiocomf.ksy@gmail.com](mailto:oiocomf.ksy@gmail.com)

ANNEX-A

**SCHEDULE TO TENDER ENQUIRY NO: BABE (F)-M.SLIPWAY CARRIAGE/2022-2023 DATED: 06 October 2022**

**TENDER OPENING DATE: 14 NOVEMBER 2022 AT 1130AM HOURS**

### **Material of Slipway Carriage (Operating & Loading Carriage):**

<b>DESCRIPTION OF GOODS</b> (As per Annex-B, Clause no 13)		<b>Quantity</b>	<b>Price Per Unit</b>	<b>Total Price</b>
1.	MS Plates	197 M. Ton		
2.	MS Rivet	24555 Pcs		
3.	MS Angle	61 M. Ton		
4.	MS H Beam	13 M. Ton		
5.	MS C Channel	17 M. Ton		
			<b>(+) Freight</b>	
			<b>=Total Price</b>	

Yours quotation No.  
tenderer:

Signature, Name and address of the

Date :

Terms of delivery:

Telephone No :



## SPECIFICATION OF MATERIAL FOR SLIPWAY OPERATING AND LOADING CARRIAGE

1. **Name of the Material.** Material for slipways operating and loading carriages.
2. **Purpose.** The existing slipways operating and loading carriages will be replaced with similar type carriages due to old age, KSY will rebuild the carriages using the supplied materials. The slipways carriage will be used to dock and undock the vessels up to light weight 1000 tonnes at Khulna Shipyard premises. All materials should be marine grade.
3. **Quantity.** As specified at para 13.
4. **Country of Origin.** USA/UK/Canada/Australia/Japan/EU (name of country to be mentioned).
5. **Manufacturing Country.** USA/UK/Canada/Australia/Japan/EU (name of country to be mentioned).
6. **Manufacturer.** To be mentioned (name and full address to be mentioned).
7. **Year of Manufacture.** 2021 or later. The item should be brand new and original.
8. **Certificate/ Document of Authentication.** The local supplier must provide following original certificate(s)/ document(s) with the offer/ quotation of items as regard to the genuinity of source and item(s) in order to establish chain of links from the original source to supply items:
  - a. One certificate/ document by the manufacturer in favour of the supplier (in case of manufacturer as direct source).
  - b. Two certificates/ documents, one by the manufacturer to authorized agent and other by the authorized agent to supplier (in case of authorized agent as immediate source).
  - c. Three certificates/ documents, first one by manufacturer to authorized agent, second one by authorized agent to sub-agent and third one by sub-agent to supplier (in case sub-agent as immediate source). If the supplier is unable to obtain the first certificate (by manufacturer to authorized agent), then it has to produce relevant document to prove agency-ship of its claimed agent of the recognized manufacturer.
9. **Scope of Supply.** The scope of supply will include the followings:
  - a. Materials for loading and operating carriages (Plate, Angle, H Beam, C Channel and Rivet etc.) as described at para 13.
  - b. FAT and/ or PSI (as per paragraph 16).
  - c. Warranty services, Shelf life (as per paragraph 17-18).
  - d. Any other issue relevant, if any.
10. **Standard.** The materials are to be of ASTM or equivalent standards. The standards to which the quoted materials for slipway carriage complied with are to be specified. All the materials and equipments are to be classification society standard and class certificates are to be submitted as and where applicable. All materials should be marine grade.

11. **Ambient Condition.** The ambient conditions at which the slipway carriages will be used are as follows:

a.	Temperature	05°C- 45°C.
b.	Relative Humidity	98% ~ 100%
c.	Location	Under water(Close to the sea shore)

12. **General Description.** The Slipway Carriages will be used for Docking and Undocking of various types of vessels. Slipway Carriage has two parts namely Loading Carriage and Operating Carriage which are made of MS Plate, Angle, Section, Solid bar, Nut-Bolt, Rivet, Rail track, Wheel etc. Overall dimension of the Slipway Carriages will be as follows:

a.	<b><u>Operating Carriage</u></b> Length Overall Breadth	: : 270 ©-00 © © 19 ©-00 © ©
b.	<b><u>Loading Carriage</u></b> Length Overall Breadth	: : 270 ©-00 © © 25 ©-00 © ©

13. **Technical Specification.**

Material of Loading and Operating Carriage are as follows:

(1). **MS Plates.**

Ser	Description	Thickness (mm)	Size (m × m)	Total Weight (Metric Ton)	Material Grade
1.	Ms plate	6	12 x 2.5	2	ASTM A709 HPS 70W
2.	Ms plate	8	12 x 2.5	9	ASTM A709 HPS 70W
3.	Ms plate	10	12 x 2.5	71	ASTM A709 HPS 70W
4.	Ms plate	12	12 x 2.5	41	ASTM A709 HPS 70W
5.	Ms plate	16	12 x 2.5	30	ASTM A709 HPS 70W
6.	Ms plate	20	12 x 2.5	26	ASTM A709 HPS 70W
7.	Ms plate	25	6.0 x 2.0	12	ASTM A709 HPS 70W
8.	Ms plate	75	2.44 x1.22	2	ASTM A709 HPS 70W
9.	Ms plate	160	2.44 x1.22	4	ASTM A709 HPS 70W
Total				197 Metric Ton (Approximate)	

**(2). MS Rivet.**

Ser	Dia (mm)	Length (mm)	Quantity (pcs)	Material Grade
1.	25	56	4635	Marine Grade
2.	19	50	6722	Marine Grade
3.	22	50	5652	Marine Grade
4.	16	75	4784	Marine Grade
5.	16	45	828	Marine Grade
6.	16	50	1934	Marine Grade
Total			24555	

**(3). MS Angle.**

Ser	Description	Thickne ss (mm)	Size (mm Ý mm)	Length Per Pcs (m)	Total Weigh t (Metric Ton)	Material Grade
1.	Angle 100x100x10 mm	10	100x100	12	4	ASTM A709 HPS 70W
2.	Angle 80x80x10 mm	10	80x80	12	7	ASTM A709 HPS 70W
3.	Angle 63x63x6 mm	06	63x63	12	3	ASTM A709 HPS 70W
4.	Angle 110x110x10 mm	10	110x110	12	28	ASTM A709 HPS 70W
5.	Angle 75x50x8 mm	8	75x50	12	4	ASTM A709 HPS 70W
6.	Angle 130x100x10 mm	10	130 x 100	12	4	ASTM A709 HPS 70W
7.	Angle 75x75x8 mm	8	75 x 75	12	9	ASTM A709 HPS 70W
8.	Angle 200x100x12 mm	12	200 x 100	12	2	ASTM A709 HPS 70W
Total angle required					61 Metric Ton (Approximate)	

**(4). MS H Beam.**

Ser	H Beam 175 x 200 mm	Thickness (mm)	Width (mm)	Length Per Pcs (m)	Total Weight (Metric Ton)	Material Grade
1.	Web 175 x 12 mm	12	175	12	13 Metric Ton (Approximate)	ASTM A709 HPS 70W
	Face 200 x 16 mm	16	200			

(5). **MS C Channel.**

Ser	C Channel (mm x mm)	Thickness (mm)	Width (mm)	Length Per Pcs (m)	Total Weight (Metric Ton)	Material Grade
1.	Web: 200 x 12	12	200	12	13	ASTM A709 HPS 70W
	Face:80 x 12	12	80			
2.	Web: 200 x 8	8	200	6	0.5	ASTM A709 HPS 70W
	Face:50 x 8	8	50			
3.	Web: 250 x 8	8	250	6	0.5	ASTM A709 HPS 70W
	Face:80 x 8	8	80			
4.	Web: 100 x 6	6	100	6	0.5	ASTM A709 HPS 70W
	Face:50 x 6	6	50			
5.	Web: 170 x 8	8	170	6	0.5	ASTM A709 HPS 70W
	Face: 70 x 8	8	70			
6.	Web: 280 x 12	12	280	6	2	ASTM A709 HPS 70W
	Face:100 x 12	12	100			
Total MS C Channel Required					17 Metric Ton	

**Note:**

1. The size of MS plate may vary as per the manufacturer's standard production size and the quantity of the above mentioned items may vary  $\pm 0.1\%$  as required for advantageous packing.
2. Thickness of supplied materials may vary  $\pm 0.1\text{mm}$ .
3. Chemical composition of MS plate, Angle, H beam, C channel, Rail line track and others are to be submitted.
4. For each item, Manufacturer's quality certificate is to be supplied.

**Terms & Conditions of Mild Steel Material:**

- a. All individual MS Material should have ASTM or equivalent standards stamped. Heat No or Batch No and Grade shall be stencilled/die punched by the relevant Standard. However, one of the mill test certificates is to be provided during submission of offer.
- b. Mill test certificate is also to be supplied along with shipping documents. It is to be verified and approved by marine classification society (BV, LR, DNV, ABS). Heat number or batch number is also to be engraved on plate along with class stamp. However, a sample mill test certificate (previously supplied to a customer by the mentioned OEM) is to be provided during submission of offer.
- c. All the materials are to be tested by ASTM or equivalent standards and test certificate endorsed by Standard showing Heat No and Batch is to be submitted along with

shipping documents. However, a sample test report (previously supplied to a customer) is to be provided during submission of offer.

d. Manufacturer certificate regarding the chemical composition and mechanical properties is to be provided along with shipping document. It is to be verified and approved by marine classification society (BV, LR, DNV, ABS).

e. Each MS material is to be shop primed before shipment. The quoted price is to include the cost.

f. Plus/Minus 0.1 (point one) percent tolerance will be allowed on Length and breadth. Negative allowance will not be permitted on thickness of the plates.

g. Weight of the supplied material will be calculated as per theoretical weight basis. During calculation of theoretical weight, fraction of plate thickness is not countable/allowable. The lower integer number will be used for calculation of theoretical weight. (For an Example, the theoretical weight of 01 piece 12 m x 2.5 m x 6mm size MS Plate will be  $12 \times 2.5 \times 6 \times 7.85 \text{ kg} = 1413 \text{ kg} = 1.413 \text{ M Ton}$ )

h. An article wise compliance statement is to be submitted along with the offer.

14. **Certificates.** The manufacturer must provide a certificate for carriage materials as per ASTM or equivalent standards (as applicable) as following:

- a. As mentioned in Terms & conditions of Mild Steel Material.
- b. Load carrying certificates.
- c. Others Certificates as per standard practice and classification rules (e.g. Manufacturer authentication, Warranty, Shelf life, Manufacturer's quality etc.).

15. **Inspection and Acceptance.**

a. The manufacturer shall carryout inspection of the relevant materials as per ASTM or equivalent standards rules before shipment and provide certificate to that effect as per paragraph 14. Moreover PSI/FAT will be carried out in accordance with paragraph 16 before the shipment.

16. **Pre Shipment Inspection (PSI)/Factory Acceptance Test (FAT).**

a. Pre Shipment Inspection (PSI)/Factory Acceptance Test (FAT) will be carried out by 02 x buyer's representatives for a duration of 03 (three) days excluding journey period, at buyer's expenses. The supplier should inform the buyer about the date and schedule of PSI/FAT at least 08 (eight) weeks prior to the date of commencement of the said PSI/FAT. After inspection a joint inspection report will be prepared and signed by both the seller and buyer's representatives.

b. Due to unavoidable situation or force majeure if buyer representatives as stated in 16(a) can not carry out FAT/PSI the buyer will engage third party for comprehensive inspection of the materials regarding the quality, quantity, material standard as per the paragraph 14. The authorized third party and / or their accredited agent will carry out PSI/FAT and a joint inspection report will be prepared and action will be taken as stated in paragraph 16. Supplier will be liable to pay the expenses for rejected stores and also for such inspection, which will become payable to the inspector due to multiple intervention/visits or fruitless visits. The third party inspector should be provided will all facilities to carry out their job smoothly and without interference. FAT/PSI Charge to be borne by KSY.

17. **Warranty.**

12 months warranty is to be given by the manufacturer. In case of any defect, the supplied materials are to be replaced by the supplier within this warranty period. For warranty replacement, the supplier will collect the defective items from Khulna Shipyard Limited (KSY), Khulna and resupply the same to collecting place within 03 (three) months.

18. **Shelf Life.**

10 (Ten) years from the date of acceptance.

19. **Validity of Offer.** The offer should remain valid for at least 180 days.

20. **Condition for Acceptance of Quotation.** Quotation has to have supporting documents (all required certificates as mentioned before, booklets, leaflet, catalogue, brochure etc) having detailed particulars of the material for Slipway Carriage. If detailed information regarding specifications, maker's books and catalogue of materials etc. are not provided; the offer will not be accepted.

21. **Compliance Statement.** A compliance statement (in a tabular format) fulfilling all the given requirement of the specifications is to be submitted for evaluation of the offers. Stating mere 'Yes', 'No' "Complied" will not suffice and detailed description/ information as required is to be given. An incomplete compliance statement may attribute to cancellation of the offer. If any clause of this specification does not commensurate with offer the deviation has to be spelt out clearly and reasonably.

**BANK GUARANTEE IN LIEU OF EARNEST MONEY**

Guarantee

No.....

Dated:

.....

For (mention amount).

Dear Sirs,

Whereas (Name of tender floating organisation) under tender No. ....  
 ..... dated ..... inviting tenders for supplies of  
 (described supplies) has agreed to waive the requirement of Cash deposit / Call deposit  
 of US\$ / £ / Tk..... being 1% (One percent) of the value of  
 supplies as earnest money by the tenderer for making the supplies in accordance with  
 the terms and conditions of the tenderer and the tenderer shall provide a bank guarantee  
 for payment for the said amount.

And whereas the tenderer M/S. ....of .....has requested us  
 (name of bank) of ..... to issue as guarantee for payment of the amount  
 of US\$/£/Tk ..... when called upon.

In consideration of the aforesaid, we (name of bank) of ..... hereby  
 undertake and guarantee due performance of the tender by the tenderer M/S.  
 ..... of ..... and unconditionally and absolutely  
 bind ourselves:

1. To make payment without any question whatsoever of US\$/£/Tk  
 ..... to.....(Name of organisation) or as directed by the  
 organisation immediately on receipt of demand from the said, organisation in writing, in  
 the event the tenderer fail to perform the tender. It is expressly understood that the  
 organisation shall be the sole judge for-deciding whether the tenderer has performed the  
 tender and fulfilled the terms and conditions of the tender.

2. It is specially stipulated and understood by the bank that any grant of time or  
 indulgence to the tenderer without reference to the bank shall not in any manner tent to  
 absolve the bank from its liability to make the payment stipulated above under this  
 guarantee.

3. The Bank's commitment under this guarantee is limited to an amount of  
 US\$/£/Taka .....(.....) only.

4. The guarantee will remain valid upto .....

Yours faithfully

..... Bank

(Seal of the Bank)

## **PERFORMANCE BANK GUARANTEE**

Managing Director  
Khulna Shipyard Limited  
Bangladesh Navy  
Khulna, Bangladesh

Bank Guarantee No .....  
Dated: .....  
For (Mention amount)

Dear Sirs,

Whereas Khulna Shipyard Ltd., Bangladesh Navy, Khulna hereinafter referred to as the buyers proposed to enter into a contract through a Letter of Intent No ..... dated ..... hereinafter called the contract with (name of the sellers) of ..... hereinafter referred to as the sellers for the supply of (described supplies) in accordance with the terms and conditions of the contract. And whereas the sellers have requested us (name of bank) to issue a guarantee for an amount of US\$ / £ / EURO / TK..... being 10% of the CFR value of the supplies.

In consideration aforesaid (name of bank) ..... hereby undertake and guarantee due observance and performance of the terms and conditions of the contract by the sellers and we unconditionally and absolutely bind ourselves.

To make payment on demand, without demur and without reference to the sellers, of US\$ / £ / EURO / TK ..... to the buyers or as directed by the buyers in writing, if the sellers shall fail to perform the contract or fulfill the terms and conditions thereof.

To keep guarantee valid and in force for 12 (Twelve) months beyond the day of shipment but extendable if so required by the buyers.

The guarantee is unconditional and it is expressly understood that the buyers shall be sole judge for deciding whether the sellers have performed the contract and fulfilled the terms and conditions thereof.

It is specifically stipulated and understood by us (name of bank) that any grant of time or indulgence to the sellers without reference to us shall not in any manner tend to absolve us from our liability to make payment as stipulated above under this guarantee.

Our commitment under this guarantee is limited to an amount of US\$ / £ / EURO / TK..... only.

Yours faithfully

..... Bank

(Seal of the Bank)