



KHULNA SHIPYARD LIMITED

BANGLADESH NAVY, KHULNA

PHONE NO: PABX 02-47772003

E-mail: oiccomf.ksy@gmail.com, Web: www.khulnashipyard.gov.bd

IMPORTANT POINT

1. **TENDER NO: BABE (F)- 632/LCT/SSPRC&Bs/2026-2027 DATE: 11 August 2026.**
2. **TENDER NAME:** Khulna Shipyard Ltd (KSY) will procure "**Brand new SS Pipe, SS Rod, SS Chain & SS Bottle Screw**" as per attached specification (ANNEX-B,) with following terms & conditions:
3. **DUE FOR OPENING ON:** 25 August 2026
4. **TENDER DOCUMENT PRICE:** The schedule will not be purchased for the offering.
5. **SOURCE OF FINANCE:** Khulna Shipyard Ltd Fund.
6. **TERMS OF SUPPLY:** CFR Chattogram Sea Port.
7. **PRICE:**
 - 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.
 - iv) Khulna Shipyard will process all customs formalities with related duties and taxes.
8. **DELIVERY/SHIPMENT:** 30 Days from the date of letter of credit (LC).
9. **TENDER VALIDITY:** 45 Days from the date of Tender on 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 **Single-envelope system** ("Original" and "Duplicate") from Manufacturers / Principal Suppliers for supply of the item(s) described in the attached sheet schedule (Annex-A) on CFR 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.
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 / email / KSY website to all prospective bidders who have received 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 TENDER

12. **GENERAL:**
 - a. Tenders 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:-
 - i. CONSIGNEE: **THE MANAGING DIRECTOR
KHULNA SHIPYARD LIMITED
BANGLADESH NAVY, KHULNA- 9201, BANGLADESH
BIN: 000400834-0801**

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, along with 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 be confirmed their credit report issued from Tenderers banks and this credit report should be enclosed in the original Tender / quotation otherwise LC opening bank should be arranged to collect this credit report and necessary cost in this respect will be realized from the supplier during LC opening.**
 - g. Tenders should enclose with the quotation the Original Proforma Invoice of their Principal and the Proforma should be based on CFR.
 - 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 Material 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 average exchange rate on the LC payment date (Be buyer's rate).
 - 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. **Supplier must quote the offer as per schedule given in Annex A's list/table as package wise to this document and incomplete or partial offer of any package will be treated as non-complied/ non-responsive.**
 - m. **KSY reserve the right to purchase partially or full quantity of the quoted goods.**
 - n. Authorization letters from OEM/ principal maintaining proper chain are to be submitted with the offer.
 - o. Local Agent/ supplier should also submit along with the tender valid Indenting agent registration certificate issued by the Bangladesh Indenting Agent Association (BIAA), Trade license, and TIN certificate. In absence of original certificate attested Photostat copy by first class officer may serve.
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:**

i. LC for full purchase amount will be opened by Khulna Shipyard Limited in favour of the principal supplier under the following payment terms where the **LC commission charge 0.30% of the total LC Value equivalent of BDT taka** including related VAT & others will be borne by foreign principal/ local agent (supplier) at LC opening that will be included in quotation.

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) Certificate of standard & Mill test,
- (4) Fax/E-mail/Swift advice for insurance cover,
- (5) Certificate of origin,
- (6) Authorization certificate,
- (7) The material has been shipped in a non-Israel vessel,
- (8) Undertaking regarding supply/ re-placement of short supplied and defective materials on free of cost demanded by the buyer.

N.B:- Non-negotiable copies of shipping documents will be sent in advance by email (oiiccomf.ksy@gmail.com) before getting original and original shipping documents will be delivered in the LC opening Bank before 07 days arrival of ship at port. In the event of any delay in dispatch of the shipping documents or above state or their incorrect preparation, the supplier shall be responsible for any demurrage, extra handling charges or any other expense arising there from.

b. Remaining 20% of LC amount will be paid after receiving the material at KSY site with satisfactory acceptance that will be generated by user end & supplier representative or satisfactory Material Quality Inspection note that will be generated by KSY.

ii. Bank charges in Bangladesh for opening of LC shall be borne by the supplier. Any Bank charges for revalidation or amendment of the LC on the request of the supplier shall be exclusively borne by the beneficiaries and not by the Khulna Shipyard Ltd. Confirmation of letter of credit by foreign bank will not be entertained or if applicable that will be borne by the supplier.

iii. Bank charges for withdrawal against LC established by buyer will be borne by the beneficiary/ Supplier.

iv. The beneficiary/ Supplier will have to borne the following foreign bank charges: -

- (1) Negotiation commission.
- (2) Payment commission.
- (3) Postage & Cable charges.
- (4) LC confirmation charges / additional (ADD) confirmation charges.
- (5) LC amendment commission/ LC extension commission.
- (6) LC cancellation charges.
- (7) LC confirmation charges (if any).

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

N.B:- If you fail to adhere to the above instructions regarding marking of non-negotiable copies of shipping documents in advance by email (oiccomf.ksy@gmail.com), resulting in any delay in clearance of goods, responsibility and consequences thereof will be entirely of sellers.

17. **QUANTITY:**

- a. Check of quality, quantity and condition of goods at the discharging port/ place i.e. chattogram will be carried out by the buyer if required, it will be at their cost.
- b. The quotation must be based on firm prices for individual items as per Annex-A. Average prices should not be quoted.
- c. The approximate weight of each Packet/ Bundle should be shown separately on quotation.
- d. The Khulna Shipyard Ltd., reserves the right of awarding contracts for individual technically acceptable items on the lowest acceptable prices. Firms quoting on an average basis for joint items do so at their own risk. The Khulna Shipyard Ltd., will not make any allowances for this action of the Tendering firms when awarding contracts for individual items which if and when refused by Tendering firms any lead to disciplinary action.

SPECIAL CLAUSES

18. **JOINT INSPECTION:** The Materials/items will be checked (quality, quantity, condition of goods) and mustered by supplier representative and KSY representative after arrival the items at KSY.

If any defective or 2nd hand item is found during the joint mustering at KSY, the defective or 2nd hand item will not be acceptable. Supplier shall undertake the full responsibility to supply and replace the defective or 2nd hand item by new one.

19. **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. 7, 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.

20. **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. Should the suppliers be adjudged insolvent, the buyer shall have the power to terminate the contract.
- d. Decisions under this clause SHALL not be subject to arbitration.
21. **INSURANCE.** After shipment to the destination upto buyers premises (Khulna Shipyard Ltd.), marine insurance of the consignment will be arranged by buyer but considering **insurance charge 0.30% of the total LC Value equivalent of BDT** including VAT, Stamp & all related charge will be paid by foreign principal/ local agent (supplier) at LC opening. Quotation should, therefore, be included with the insurance charges.
22. **EARNEST MONEY.** All bidders must submit earnest money BDT 50,000.00 (Fifty Thousand) or equivalent US Dollar / in any International trading currency favoring Khulna Shipyard Ltd.(KSY). Khulna, in the form of Bank Draft / Pay Order / Bank Guarantee which will be issued by any scheduled bank of Bangladesh and it will be included with technical offer. In case bank guarantee is submitted, the same should remain valid for 90 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 Tender; or violates the terms after opening of the Tender and before expiry of the validity of the Tender; 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.
23. **PERFORMANCE BOND.** The successful Tenderer will be required to furnish performance bond (as a pay order) to the extent 05% of the total CFR value either in the form of pay order or bank guarantee from any scheduled bank of Bangladesh for the satisfactory execution of the order. The submitted bank guarantee must remain valid 06 (Six) 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. The Performance Guarantee will be released after satisfactory inspection (quantity, quality and weight) by Khulna Shipyard Limited Quality Control committee and in presence of supplier's representative at Khulna Shipyard Premises. The buyer shall have the right to forfeit the performance guarantee for failure of the supplier in fulfilling the terms and conditions of this contract partially or wholly, besides taking any other action against the supplier that may be warranted. A specimen copy of performance bond is enclosed herewith as Annex-D.
24. **INDEMNITY.** The supplier has 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.
25. **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.

26. **COMPLIANCE STATEMENT.** A compliance statement considering all clauses of Technical (ANNEX-B) and Financial (as per ANNEX-A including relevant information a tabular format) fulfilling all the given requirement of the specifications is to be submitted for evaluation of the Tenders. 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 Tender. If any clause of this specification does not commensurate with tender, the deviation has to be spelt out clearly and reasonably. **Information/ document/ certificate/ data shared by the bidder must be genuine which can be cross-checked through authentic website information.** Before giving purchase order, KSY may ask any type of technical, financial, administrative queries to the tender. Tender will provide all information/ document/ data to comply KSY's requirement immediately.
27. **DISQUALIFICATION OF TENDER:**
- a. Any addition or alteration 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.
 - b. 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.
28. **TAXES, DUTIES AND DELAY DOCUMENTS:**
- a) All Customs duties, taxes and other charges (C&F charge, port charge etc. except dumping charge (Cargo/ Barge/ Truck/ Trailer loaded from mother vessel)) 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.
29. **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.
30. **APPLICABLE LAW.** The purchase order shall be interpreted in accordance with the law of the buyer's country.
31. **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, Blockades 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.

32. **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



SK. SHAH MOSIUR RAHOMAN
OIC (Commercial Foreign)
For Managing Director

Enclosure:

- | | |
|---|------------|
| A. Format of Price Schedule (Annex - A) | - 01 Page |
| B. Technical Specification (As per Annex- B) | - 02 Pages |
| C. Format of Bank Guarantee in Lieu of Earnest Money (Annex - C) | - 01 Page |
| D. Format of Bank Guarantee in Lieu of Performance Bond (Annex - D) | - 01 Page |



KHULNA SHIPYARD LTD.

BANGLADESH NAVY, KHULNA

PHONE NO: PABX 02-477720003

E-mail: iccomf.ksy@gmail.com, Web: www.khulnashipyard.gov.bd

ANNEX-A

SCHEDULE TO TENDER ENQUIRY NO: BABE (F)- 632/LCT/ SSPRC&Bs/2026-2027

DATE: 11 August 2026.

TENDER OPENING DATE: 25 August 2026 AT 1130 AM HOURS

Brand new SS Pipe, SS Rod, SS Chain & SS Bottle screw :

Sr No	DESCRIPTION OF ITEM (As per Annex- B)	Quantity	Material Price (Itemize)	Freight (Itemize)	Itemize Total CFR Price
1.	Non-magnetic type Stainless Steel Pipe	Itemize			
2.	Non-magnetic type Stainless Steel Solid Round Bar	Itemize			
3.	Stainless Steel Chain	Itemize			
4.	Stainless Steel Bottle screw	Itemize			

N.B. Supplier must follow commercial & Financial Terms that are integrated at schedule.

Yours quotation No.

Signature, Name and address of the tenderer:

Date:

Terms of delivery:

Telephone No:

TECHNICAL SPECIFICATION OF SS PIPE, SS ROD, SS CHAIN AND SS BOTTLE SCREW.

1. **Name of Item:** SS pipe, SS rod, SS chain and SS bottle screw
2. **Purpose:** Railing arrangement of a ship
3. **Quantity & Specification:** As per Article No. 5.
4. **Year of manufacturer:** 2026 or later.
5. **Specification of SS pipe, SS rod, SS chain and SS bottle screw as follows:**

Sr.	Description of Materials	Total Length in meter for 3 Ships	Unit price /Meter (USD)	Total Price (USD)
a. Non-magnetic type Stainless Steel Pipe				
(1)	a) Size: OD = 34 mm b) Thickness: Not less than 2.6 mm c) Material grade: SS 304 d) Length of each pipe: Not less than 4 meter e) Pipe type: Seam type f) Manufacturer name and origin: To be mentioned g) Certificate: Mill Test Certificate by factory is to be submitted during offer and delivery of the item h) System: Handrail & lifeline Arrangement	1,410		
(2)	a) Size: OD = 42.4 mm b) Thickness: Not less than 2.6 mm c) Material: SS 304 d) Length of each pipe: Not less than 4 meter e) Pipe type: Seam type f) Manufacturer name and origin: To be mentioned. g) Certificate: Mill Test Certificate by factory is to be submitted during offer and delivery of the item h) System: Handrail & lifeline Arrangement and Inclined & Vertical Ladder Arrangement	740		
(3)	a) Size: OD = 26.9 mm b) Thickness: Not less than 2.3 mm c) Material: SS 304 d) Length of each pipe: Not less than 4 meter e) Pipe type: Seam type f) Manufacturer name and origin: To be mentioned. g) Certificate: Mill Test Certificate by factory is to be submitted during offer and delivery of the item h) System: Inclined & Vertical Ladder Arrangement	45		
b. Non-magnetic type Stainless Steel Solid Round Bar				
(4)	a) Diameter = 19 mm b) Material: SS 304	1,700		

Sr.	Description of Materials	Total Length in meter for 3 Ships	Unit price /Meter (USD)	Total Price (USD)
	c) Length of each rod: Not less than 4 meter d) Rod type: Seamless type e) Manufacturer name and origin: To be mentioned. f) Certificate: Mill Test Certificate by factory is to be submitted during offer and delivery of the item g) System: Handrail & lifeline Arrangement			
(5)	a) Diameter = 16 mm b) Material: SS 304 c) Length of each rod: Not less than 4 meter d) Rod type: Seamless type e) Manufacturer name and origin: To be mentioned. f) Certificate: Mill Test Certificate by factory is to be submitted during offer and delivery of the item g) System: Handrail & lifeline Arrangement	50		
(6)	a) Diameter = 10 mm b) Material: SS 304 c) Length of each rod: Not less than 4 meter d) Rod type: Seamless type e) Manufacturer name and origin: To be mentioned. f) Certificate: Mill Test Certificate by factory is to be submitted during offer and delivery of the item g) System: Handrail & lifeline Arrangement	65		
c. Stainless Steel Chain				
(7)	a) Diameter = 10 mm b) Material: SS 304 c) System: Handrail & lifeline Arrangement	310		
d. Stainless Steel Bottle screw				
(8)	a) Diameter = 10 mm b) Material: SS 304 c) System: Handrail & lifeline Arrangement	250 pcs		

6. **Documents:** A brochure with detailed specifications for technical verification should be provided along with the offer. Additionally, one copy of Sample mill Test Certificate must be included with the offer.
7. **Compliance statement:** Article wise complete and clear compliance statement in favor of supplied documents will be submitted with the offer.

BANK GUARANTEE IN LIEU OF EARNEST MONEY

Guarantee

No.....

Dated:

.....

For (mention amount).

Dear Sirs,

Whereas (Name of tender floating organization) under tender No. dated inviting tenders for supplies of (described supplies) has agreed to waive the requirement of Cash deposit / Call deposit of Tk 50,000.00 (Tk. Fifty Thousand) or equivalent US Dollar / in any International trading currency 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.ofhas 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 organization) or as directed by the organization immediately on receipt of demand from the said, organization in writing, in the event the tenderer fail to perform the tender. It is expressly understood that the organization 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
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 us 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 06 (Six) 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)