



KHULNA SHIPYARD LIMITED
BANGLADESH NAVY, KHULNA

BABE (F)-310/DPM/2021-2022

12 April 2022

TENDER NOTICE

01	Procuring Entity Name	Khulna Shipyard Limited
02	Invitation For	Amphibious Excavator
03	Invitation Reference No.	BABE (F)- 310/DPM/2021-2022 DATE:12/04/2022
04	Procuring Method	Open Tender (Two Envelop System)
05	Budget & Source of Funds	Own Finance
06	Tender Last Selling Date	Date: 21/04/2022
07	Tender Closing Date & Time	Date: 24/04/2022Time: 11:15am
08	Tender Opening Date & Time	Date: 24/04/2022Time: 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	Khulna Shipyard Ltd, Bangladesh Navy, Khulna (Tenderer's and their Authorized Representatives are allowed to attend)
10	Price of Tender Document	Tk. 3,000.00 (Tk. Three Thousand) Non-refundable.
11	Contact Details of Official	Tel : 02-4411-0990, Fax : 880-41-720404, Email: contact@khulnashipyard.com , picomf.ksv@gmail.com
12	Special Instructions	The Procuring Entity reserves the right to reject all or any Tenders prior to acceptance without showing any reason.

Manager (Commercial & Purchase)



KHULNA SHIPYARD LIMITED

BANGLADESH NAVY, KHULNA

PHONE NO: PABX 041-720003 / 813975, FAX. NO: 880-41-720404

E-mail: contact@khulnashipyard.com, Web: www.khulnashipyard.com



IMPORTANT POINT

1. **TENDER NO:** BABE (F) - 310/DPM/2021-2022 **DATE:** 12 APRIL 2022.
2. **DUE FOR OPENING ON :** 24 APRIL 2022.
3. **PRICE OF TENDER DOCUMENTS :** Tk. 3,000.00 per set (Non-refundable).
4. **NAME OF THE COMMODITY:** Amphibious Excavator – (detail specification, terms and condition as per Annex B).
5. **SOURCE OF FINANCE :** Cash.
6. **TERMS OF SUPPLY:** Delivery at site.
7. **DELIVERY PLACE:** Bhasan Char, Union: Char Isshor, Upazilla: Hatia, Dist: Noakhali.
8. **DELIVERY TIME:** Within 02 (Two) months from date of Purchase Order/ contract.
9. **PRICE:** Tenderer should quote price Bangladesh Taka as per Annex A.
10. **TENDER SHOULD REMAIN VALID:** 45 days from the date of tender opening.
11. **THE TENDER DOCUMENTS MUST BE SEALED AND SIGNED PAGE BOTH TECHNICAL AND FINANCIAL OFFER BY THE BIDDER:**

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 Supplier 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.

12. **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

13. 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. 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.

14. **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**.

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

16. **TERMS OF PAYMENT:** 100% Payment will be made after satisfactory acceptance of the materials. Government vat and tax will be deducted as per government tariff.

SPECIAL CLAUSES

17. **LATE DELIVERY AND LIQUIDATED DAMAGES:** Late delivery will not be accepted. However with reasonable cause, if KSY agrees for late 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 case of delay in delivery beyond approved timeframe as stated in Clause no. 8, this schedule will be treated as cancelled and the full Performance Guarantee shall also be forfeited as a consequential effect.

18. 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.

19. EARNEST MONEY. All bidders must submit earnest money Tk. 8,00,000.00 (Taka Eight Lac) in 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 90 days from the date of opening of the tender. 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

20. PERFORMANCE BOND. The successful tenderer will be required to furnish performance bond to the extent 10% of the total value either in the form of pay order / 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 06 (six) months from the date of acceptance of materials. 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.



21. **DISQUALIFICATION OF OFFER:**

- a. Telex/E-mail/Swift/Fax offer may be considered, but original copy of documents should be 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.

22. **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.

23. **WARRANTY:** 12 months from the date of acceptance of the items.

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

25. **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.

26. **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 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 MOSHIUR RAHMAN
Manager Commercial
For Managing Director

Enclosure:

- | | | |
|----|---|------------|
| A. | Format of Price Schedule (Annex-A) | - 01 Page |
| B. | Technical Specification (Annex-B) | - 04 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**

ANNEX-A

SCHEDULE TO TENDER ENQUIRY NO: BABE/F-310/DPM/2021-2022 DATED: 12 APRIL 2022 DUE FOR RETURN BY 24 APRIL 2022 AT 1115 HOURS

1. Price Schedule for Goods and Related Services.

Ser	Description of Item	Total Price in BDT
1.	Main Excavator with dredging equipment including Amphibious body with all peripherals needed for operation	
2.	Dredger Pump with Thruster	
3.	Other accessories as needed with list of accessories	
4.	Installation and Commissioning at Site	
5.	Training for 05 days at Site	
6.	01 years maintenance service	
7.	Transportation from Chattogram to Bhasan Char	
8.	5 years maintenance and after sales service	
9.	Sub Total (ser 1-8)	
10.	DPM Cost @ 5% (ser 9)	
11.	Sub Total (ser 9-10)	
12.	VAT & AIT @14.5% (On grand total)	
	Grand Total (Including VAT & AIT)	

2. Optional item/ related service.

Ser	Description of Item	Total Price in BDT
1.	Spares for 5 years support with list of accessories (Including VAT & AIT)	

Yours quotation No.

Date:

Signature, Name and address of the tenderer:

Terms of delivery:

Telephone No:

(172)62 (Commercial) Serip/F-310 Tender Document/2022/DPM/Annex A.doc




TECHNICAL SPECIFICATION OF AMPHIBIOUS EXCAVATOR FOR ASHRAYAN-3 PROJECT

1. **Name of the Project.** Ashrayan-3 Project.
2. **Site Location.** Bhasan Char, Union: Char Isshor, Upazilla: Hatia, Dist: Noakhali.
3. **Primary Evaluation.**

Ser	Description	Requirement
1.	Bank Solvency Certificate (BDT. 10 Crore)	To be submitted
2.	Trade License & VAT Certificate	To be submitted

4. **Technical Evaluation.**

Ser	Description of Item	Requirement																											
1.	Name of the equipment	Amphibious Excavator																											
2.	Quantity	01																											
3.	Type	To be mentioned																											
4.	Brand	To be mentioned																											
5.	Model	To be mentioned																											
6.	Country of Origin	<div></div>	<table><tr><th>Main Component</th><th>Name of the Component</th><th>Country of Origin</th></tr><tr><td rowspan="8">Upper Body</td><td>Boom with Cylinder</td><td rowspan="8">EU Countries/ Japan</td></tr><tr><td>Arm with Cylinder</td></tr><tr><td>Bucket with Cylinder</td></tr><tr><td>Main Hydraulic Pump</td></tr><tr><td>Dredging Pump</td></tr><tr><td>HDPE Pipe</td></tr><tr><td>Floater</td></tr><tr><td>Cutter</td></tr><tr><td rowspan="5">Under Carriage</td><td>Amphibious Under Carriage</td><td rowspan="5">EU Countries/ Japan</td></tr><tr><td>Side Pontoon</td></tr><tr><td>Spud Legs</td></tr><tr><td>Thruster</td></tr><tr><td>Engine</td></tr><tr><td>Supporting Items/ Fittings</td><td>Connection Block, Rubber Hose, Cabin etc.</td><td>Any Country</td></tr><tr><td colspan="3">Note: All items/ equipment shall be Marine Grade.</td></tr></table>	Main Component	Name of the Component	Country of Origin	Upper Body	Boom with Cylinder	EU Countries/ Japan	Arm with Cylinder	Bucket with Cylinder	Main Hydraulic Pump	Dredging Pump	HDPE Pipe	Floater	Cutter	Under Carriage	Amphibious Under Carriage	EU Countries/ Japan	Side Pontoon	Spud Legs	Thruster	Engine	Supporting Items/ Fittings	Connection Block, Rubber Hose, Cabin etc.	Any Country	Note: All items/ equipment shall be Marine Grade.		
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Upper Body	Boom with Cylinder	EU Countries/ Japan																											
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Supporting Items/ Fittings	Connection Block, Rubber Hose, Cabin etc.	Any Country																											
Note: All items/ equipment shall be Marine Grade.																													
7.	Manufacturing Country	Name of the country to be mentioned (EU/ Japan preferable)																											
8.	Year of Manufacture	Not before 2021																											
9.	Standard	To be mentioned																											
10.	Manufacturer	To be mentioned																											
11.	Scope of Supply	To be mentioned																											
12.	<u>Technical Criteria of the Maintenance Dredging Equipment.</u>																												
	a. Access to the dredged area	The overall dredged area includes the harbor entrance channel, the main harbor basin and the berth pocket. Amphibious Excavator must capable to access all the dredged areas. Supplier will bear Amphibious Excavator																											

Ser	Description of Item	Requirement
		initial transportation cost to the dredged area.
	b. Dredging method	The material to be dredged will be fine grained soils. To dispose of dredged materials through a flexible pipeline Amphibious excavators must equipped with a slurry pump.
	c. Dredger positioning & stability method	Amphibious excavators must equipped with Steel spud legs that are winched down onto the seabed to hold position and provide a ground reaction for the excavator to work against.
	d. Harbour obstruction	Amphibious excavators to be self-propelled and should be capable of moving from water to land during all seasons and storm conditions.
	e. Other use	Amphibious excavator should be capable enough to use for maintenance tasks, such as clearing siltation from the flood defence embankment sluice gates.
13.	<u>As summarized, the equipment must</u>	a. Have access all the dredged areas b. Be fitted with a slurry pump. c. Be self-propelled and is fitted with spud legs. d. Be capable of moving from water to land during all seasons and storm conditions e. Can be used for other purposes.
14.	<u>General Specification</u>	
	Length overall include boom & Arm	14,726 mm (± 500)
	Width overall	8,645 mm (± 400)
	Width (Pontoon)	6,212 mm (± 200)
	Height (Include cabin)	4,756 mm (± 200)
	<u>Main Pontoon LXWXH</u>	
	Length	10,465 mm (± 200)
	Width	6,212 mm (± 200)
	Height	2,520 mm (± 200)
	<u>Side Pontoon 2x each LXWXH</u>	
	Length	9,000 mm (± 400)
	Height	1,200 mm (± 200)
	Width	1,000mm (± 100)
	Spud Length	7,000mm (± 400)
	Max. Dredging Depth	11.51 meters
	Dredging Angle @ Dredging Position	90 Degrees
	<u>Steel Specification</u>	
	Steel Grade	Marine Grade A
	<u>Main Pontoon</u>	
	Bottom Plates	8.00 mm
	Side Plates	6.00 mm



Ser	Description of Item	Requirement
	<u>Side pontoon.</u>	
	Bottom Plate	6.00 mm
	Side Plate	6.00 mm
	Total Operation Weight	To be mentioned
15.	<u>Cabin and Instrument Specification.</u>	a. One man operation b. Air Conditioner included c. Sound Suppression and Heat Proof d. High resolution 10" LCD touchscreen Smart monitor e. LED chassis light, Left and right hand boom lights, cabin light f. Controller seat with air adjustable suspension
16.	<u>Dredger Pump Specification.</u>	
	Capacity Max	800 m ³ /hr (± 20)
	Suction diameter	200 mm (± 10)
	Pressure diameter	200 mm (± 10)
	Spherical passage	125 mm (± 5)
	Hydraulic Pressure	250 bar (± 10)
	Cutter head diameter	650 mm (± 20)
	Pump Type	Centrifugal, Single Stage
	Cutter head type	Crown Head
	Cutter head material	Steel
17.	<u>Engine Specification.</u>	
	Main Engine Power	224KW/ 300HP (± 10 KW/ (± 10 HP)
	Brand	To be mentioned
	Model	To be mentioned
	RPM	2200 (± 200)
	Displacement	9300 cc (± 500)
	Fuel Tank Capacity	1200 Ltr (± 100)
	Emergency engine shutoff switch	To be mentioned
	Auto engine speed control	To be mentioned
	Fault Alarm monitor	To be mentioned
	<u>Performance Specification.</u>	
	Digging Bucket Capacity	0.9 m ³ (± 0.2)
	Weed Bucket Capacity	1.3 m ³ (± 0.5)
	Dredging Pump Capacity	800 m ³ /h (± 25)
	MAX. Cutting Height	18.1m (± 1)
	MAX. Dredging Depth	11.5 m (± 1)
	MAX. Digging Reach	18 m (± 1)
18.	<u>Hydraulic Performances and Specification.</u> The cutter motor and dredging pump operated by hydraulic system. Driven by one main pump, controlled from the cabin.	
	Main System Max Flow	558 l/min (± 10)



Ser	Description of Item	Requirement
	Max Pressure equipment	5,076 Liters (+20)
	Hydraulic Tank Capacity	161 Liters (+ 15)
	Hydraulic System includes Tank	373 Liters (+10)
	DEF Tank	80 Liters (+5)
	Cooling System	40 Liters (+5)
19.	<u>Electrical System.</u>	The electrical system is 24V DC system, power by Maintenance free 1,000 CCA batteries. Centralized electrical disconnect switch should be available
20.	<u>Lighting and Signals.</u>	a. Dredging indication light b. Signalling light c. Warning horn d. LED chassis light e. Left and right hand boom light f. Cabin lights
21.	<u>Thruster Specification.</u>	
	Total weight	90 kg (+5)
	Propeller diameter	405 mm (+5)
	Max. Power	40 kw (+5)
22.	<u>Special Requirements.</u>	a. ISO certificate of QMS and ISO certificates for environment of the factory has to be submitted. b. Supplier shall have established maintenance support facilities capable to provide maintenance support onsite. They shall have at least 4 years ground experience in such service in Bangladesh. Mean time to repair for Maintenance Support is to be mentioned. Details of Third party maintenance with capacity is a must for technical assessment. c. Marine grade steel confirmations is a must from OEM. d. Major and most of the components are to be supplied from single OEM is on priority consideration.



BANK GUARANTEE IN LIEU OF EARNEST MONEY

No.....

Guarantee

.....

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. 8,00,000.00 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 Tk. 8,00,000.00 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 Tk. 8,00,000.00 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 Taka 8,00,000.00 (Taka Eight lac) only.

4. The guarantee will remain valid upto

Yours faithfully

(Seal of the Bank)



..... 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 TK..... being 10% of the total contract 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 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 from the date of acceptance of material 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 TK..... only.

Yours faithfully

..... Bank

(Seal of the Bank)

