



KHULNA SHIPYARD LIMITED

BANGLADESH NAVY, KHULNA

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

E-mail: contact@khulnashipyards.com , oiscomf.ksy@gmail.com

IMPORTANT POINT

1. **TENDER NO: BABE(F)– 310/DPM/2021-2022 DATE: 26 APRIL 2022.**
2. **DUE FOR OPENING ON : 10 MAY 2022 (11:30AM).**
3. **PRICE OF TENDER DOCUMENTS : Tk. 3,000.00** 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:** Amphibious Excavator – (detail specification, terms and condition as per Annex B).
6. **TERMS OF SUPPLY:** CFR Chittagong Sea Port.
7. **DELIVERY PLACE:** Bhasan Char, Union: Char Isshor, Upazilla: Hatia, Dist: Noakhali.
8. **Price:** Tenderer should quote price as per Annex A.
8. **Delivery/Shipment.** 03 Months from the date of LC.
9. **Tender Should Remain Valid:** 45 Days from the date of Tender opening date.
10. **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 **Manufacturers / Principal Suppliers** for supply of the item(s) described in the attached sheet schedule (Annex-A) on firm CFR Chittagong/Mongla. 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 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:** As mentioned tender specification Annex B clause 7.

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. **INSPECTION , test, trial and acceptance.** As mentioned tender specification Annex B clause 10.

18. **Pre Shipment Inspection (PSI) and Factory Acceptance Test (FAT).** As mentioned tender specification Annex B clause 12.

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. 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.

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

21. **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.

22. **EARNEST MONEY.** All bidders must submit earnest money Tk. 5,00,000.00 (Taka Five 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

23. **PERFORMANCE BOND.** The successful tenderer will be required to furnish performance bond to the extent 5% 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 09 (Nine) 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.

24. **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.

25. Should the suppliers be adjudged insolvent, the buyer shall have the power to terminate the contract.
26. **DISQUALIFICATION OF OFFER:**
- a. 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.
 - b. Any tender received late and not strictly conforming 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 clause 08.
30. **GUARANTEE FOR WARRANTY:** As mentioned tender specification Annex B clause 09.
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



SK. SHAH MOSHIUR RAHMAN
Manager Commercial
For Managing Director

Enclosure:

- | | | |
|----|---|------------|
| A. | Format of Price Schedule (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

ANNEX-A

SCHEDULE TO TENDER ENQUIRY NO: BABE (F)- 310/DPM/2021-2022 DATED: 26 APRIL 2022 DUE FOR RETURN BY 10 MAY 2022 AT 1115 HOURS

1. Price Schedule for Excavator and Related Services.

Ser	Description of Item	CFR
i.	Main Excavator with dredging equipment including Amphibious body, Dredger Pump with Thruster and all other accessories as needed. (List of accessories should be submitted with offer)	
ii.	Installation and Commissioning at Site	
iii.	Training for 05 days at Site	
iv.	01 year maintenance service	
v.	Transportation from Chattogram to Bhasan Char	
vi.	Sea Freight (export country port to Chittagong Sea Port)	
	Total CFR price	

2. Optional item/ related service.

Ser	Description of Item	CFR
i.	Spares for 5 years support with list of accessories	
ii.	5 years maintenance and after sales service	

Yours quotation No.

Date:

Terms of delivery:

Telephone No:

Signature, Name and address of the tenderer:



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 (Principal supplier or Local agent will arrange transportation of Excavator to Bhasan Char).
3. **TERMS OF SUPPLY:** CFR Chittagong Sea Port.
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	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	
			Floaters	
			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.		
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 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		

Ser	Description of Item	Requirement
		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
	<u>Side pontoon.</u>	
	Bottom Plate	6.00 mm
	Side Plate	6.00 mm

Ser	Description of Item	Requirement
	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)
	Max Pressure equipment	5,076 Liters (± 20)
	Hydraulic Tank Capacity	161 Liters (± 15)
	Hydraulic System includes Tank	373 Liters (± 10)

Ser	Description of Item	Requirement
	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.

5. **Delivery/Shipment:** 03 Months from the date of LC.

6. **Tender Should Remain Valid:** 45 Days from the date of Tender opening date.

7. **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) Satisfactory PSI and FAT Certificate
 - (5) Certificate of origin,
 - (6) Certificate showing that the material has been shipped in a non-Israeli vessel,

(7) Undertaking regarding supply / re-placement of short supplied and defective materials on free of cost demanded by the buyer.

b. Remaining 20% of L/C amount will be paid on producing "Acceptance certificate after satisfactory test and trial jointly carried out by the buyer's and supplier's representative at Bhashan Char site.


08. **Warranty.**

a. Warranty for trouble free operation will be provided by the principal/ manufacturer for all the supplied items for a period of at least 12 months from the date of acceptance by the buyer.

b. During the warranty period, if any machinery/ equipment remains non-operational for any action pending by the supplier the warranty period will be automatically extended by the same period.

c. The warranty should cover all parts and labour (including service engineer's cost) throughout the warranty period.

d. For warranty repair/ replacement, the supplier will collect the defective items from buyer's premises and re-supply the same to the collecting place after warranty repair/ replacement.

 **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.

10. **Inspection, Test, Trial and acceptance.**

a. The manufacturer shall carryout inspection and test of the relevant components as per ASME/ANSI B30/ BS/ DIN /EN/ ISO standard before shipment and provide certificate to that effect as per paragraph 10. Moreover PSI and FAT will be carried out in accordance with paragraph 13 before the shipment.


b. The supplier's representative will carryout test and trial of the Amphibious Excavator at the buyer's premises at Bhashan Char, Hatia in presence of the buyer's representative and handover the Excavator in fully operational condition to the KSY and Bhashan Char authority. A test/ trial report, in this regard, will be signed jointly by the representative of supplier and the buyer.

c. The cost of airfare, boarding, lodging, man-hour cost etc, for the manufacturer's technical person(s), during his stay in Bangladesh, is to be borne by the manufacturer/ supplier.

11. **Training.** After completion of satisfactory test and trial, the supplier's engineer will provide training to Excavator operators for a period of 5(five) working days. The cost of boarding, lodging etc, for the supplier engineer is to be borne by the supplier.

12. **Pre Shipment Inspection (PSI) and Factory Acceptance Test (FAT).**

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

 b. The buyer will bear all expenses regarding international travel, hotel and meals for the FAT

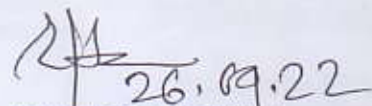
team. All expenses related to interned travel within the manufacturers country, reception and arrangement for country into the country/concerned area for FAT & PSI will be borne by the supplier.

13. **PERFORMANCE BOND.** The successful tenderer will be required to furnish performance bond to the extent 5% 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 09 (Nine) 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.

14. **Shipment.** The following information is to be provided:

- a. All items are to be delivered in sea-worthy packing to ensure safe transportation by sea.
- b. All packages are to have packing notes showing their contents in details and all packages shall be marked with the name and address of the consignee and gross weight.
- c. The supplier will arrange transportation of all supplied items from Chittagong port to the buyer's premises Bhashan Char, Hatia.

15. Compliance statement: A compliance statement fulfilling all the requirement of the tender is to be submitted for evaluation of the quotations. **Stating mere 'Yes' or 'No' will not suffice and detailed description/ information supported by the documents is to be given.** An incomplete compliance statement may attribute to cancellation of the offer.


26.09.22
KAZI FURKAN HOSSAIN
Assistant Engineer
OIC (DPM)
Khulna Shipyard Limited
Bangladesh Navy, Khulna-9201


26/9/22
ABUL KALAM AZAD
Captain BN
GM (Production)
Khulna Shipyard Ltd.
Bangladesh Navy, Khulna

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. 5,00,000.00 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.ofhas requested us
 (name of bank) of to issue as guarantee for payment of the amount of
 Tk. 5,00,000.00 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. 5,00,000.00
 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
 5,00,000.00 (Taka five lac) 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 TK..... being 5% 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 09 (Nine) 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)

