



Khulna Shipyard Limited (KSY)
Bangladesh Navy (BN), Khulna-9201
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Project-727/Part-7/1056

24 December 2024

INVITATION FOR EXPRESSION OF INTEREST (EOI)

Reference:

A. Invitation for Tender Number 218.541.24 Dated 27 Nov 24.

1. Khulna Shipyard Ltd (KSY) invites expression of interest (EOI) from reputed supplier for supply of Cable Electric, Qty: 9,200 Mtr for the procuring entity as per Reference A. Brief description of the project is as follows:

a. **Name of the Item.** Cable Electric

b. **Quantity.** 9,200 Mtr.

2. **Technical Specification.** Supplier will provide the mentioned item as per technical specification of cable electric of tender document at reference A.

3. **Delivery Period.** Estimated delivery time is 270 days (09 Months) from the date of signing the contract.

4. **Certificates and Conditions.** The supplier must provide the required document as per terms and conditions for Cable Electric of tender document at reference A.

5. **Payment Terms.** Payment shall be made as per payment schedule mentioned in special terms and conditions of tender document at reference A.

6. **Compliance Instruction.** Offer must accompany compliance statement of tender conditions/ requirement giving reference to relevant page/ para of tender/offer/booklet/ catalogue.

7. **Scope of Supply of supplier.**

- Maintain liaison with Procuring Entity.
- Complete works for supply 9,200m cable as per special terms & conditions, technical specification of cable electric and terms & condition for cable electric at Ref A.
- All expenses related to LC Charges, LC amendment Cost, LC Confirmation Cost (if any), Marine Insurance, Custom Duty, C&F agent Commission, Port charges, Transportation cost, etc.
- All financial cost (Performance Guarantee, Bank Guarantee (if any), Bank guarantee for warranty, insurance for LC, etc.).
- During implementation of the project, the amount of Liquidated Damage (LD) imposed on KSY from the procuring entity due to delay in delivery of the items (If imposed).
- Warranty of the project as per tender document at Ref A.

g. Any other expenses for successful delivery of the project.

8. **KSY Scope of Supply.** KSY scope of supply will be as follows:

- a. Maintain liaison with Procuring Entity.
- b. Responsible for Bid bond as tender security.
- c. Act as local agent to deliver the subject mentioned project.
- d. Will not have any types of monetary involvement throughout the project.
- e. Will receive a service charge from the Bidder/ Bidder's Principal/ Manufacturer.

9. Interested Bidder/ Bidder's Principal/ Manufacturer is hereby requested to contact following person:

Md. Hasanuzzaman Tarek
Deputy Chief Engineer
Design & Planning Department
Khulna Shipyard Ltd., Bangladesh Navy Khulna-9201
Cell: +8801670715428 (whatsapp)
Email: contact@khulnashipyard.gov.bd
plans@khulnashipyard.com

10. Interested Bidder/ Bidder's Principal/ Manufacturer will have to submit within the following deadline:

- a. Technical offer documents with seal and sign by 04 January 2025 @ 12.00 PM at email contact@khulnashipyard.gov.bd and plans@khulnashipyard.com
- b. Financial offer documents with seal and sign by 05 January 2025 @ 12.00 PM **only at email ksygmdnp@gmail.com**

11. **Offer validity.** The offer should remain valid until 30 June 2025.


MOHAMMAD MONIRUZZAMAN
Captain BN
For Managing Director

Enclosure:

1. Terms & Conditions and Technical Specification of Cable (Ref A) - 22 (Twenty Two) Pages.

SPECIAL TERMS AND CONDITIONS (DP-4)

Serial No	Terms and Condition as per requirement	Compliance by the Principal /Manufacturer
1.	<p><u>General Condition:</u></p> <p>a. All Offer in foreign currency should be submitted in Principal's Original Proforma Invoice (Original Official Pad) duly signed by the Principal by giving name, designation and official seal of signatory. All pages of the Offer (Technical and Financial Offer), compliance sheet of tender specifications, terms and conditions as per DP-1 Undertaking (Annex A), DP-2, DP-3, DP-4, DP-5, DP-6, DP-7 & DP-8 must be in original official pad and must be numbered and signed by the Principal (same signatory). Enclosed brochures/catalogues/publications as applicable, must be sealed and signed on at least first and last pages by the Principal and local agent. Unsigned Offer will be rejected. Submitted Offer must be book bound. No loose leaf/stapled/spiral binding offer is accepted. Cover page of offers (Technical/Financial) should bear tender number, full nomenclature with model, quantity, principal name, manufacturer name, beneficiary name, local agent name and total pages of offer only.</p> <p>b. No change can be made in financial offer once submitted.</p> <p>c. No Bangladeshi Company/Local agent can be treated as principal for imported goods.</p>	
2.	<p><u>Address of Procuring Entity:</u> The Proforma Invoice should be addressed to "Directorate General Defence Purchase, Ministry of Defence, New Airport Road, Tejgaon, Dhaka-1215, BANGLADESH".</p>	
3.	<p><u>Manufacturer's Name and Address:</u> The Manufacturer's name and address must be mentioned in the Offer, if the Principal/firm is a Trading House/General Order Supplier.</p>	
4.	<p><u>Certificate of Assurance:</u> Certificate of Assurance from Original Manufacturer or Appointed Dealer of Manufacturer for supply of offered equipment/stores is to be provided, if the Principal is a Trading House or General Order Supplier. If any supplier fails to submit original certificate during opening the tender, then photocopy may be accepted. But original copy is to be submitted to DGDP within 10 days from tender opening, otherwise it will lead to cancellation of the offer. In this regard an undertaking is to be submitted with the offer.</p>	
5.	<p><u>Local Agent:</u> Certificate of Authority/ letter issued by the Principal/Manufacturer has to be signed by the Executive giving name, designation & official seal and to be submitted in original about appointment of local agent (who must be enlisted in DGDP for participation in relevant groups) to submit the bid/offer and sign the contract on his behalf. If any supplier fails to submit original certificate during opening the tender, then photocopy may be accepted. But original copy is to be submitted to DGDP within 10 days from tender opening, otherwise it will lead to cancellation of the offer. In this regard an undertaking is to be submitted with the offer.</p>	
6.	<p><u>Business Information To Be Mentioned:</u></p> <p>(a) Principal/Beneficiary Banker's Name.</p> <p>(b) Account Number.</p> <p>(c) Address, Fax and Telephone Numbers.</p> <p>(d) Email and website address.</p>	
7.	<p><u>Make/Model/Brand of Equipment and Stores:</u> Make/Model/Brand of equipment and stores including ISO Code number, if any, are to be mentioned in the Offer.</p>	
8.	<p><u>Country of Origin:</u> Country of Origin of the offered equipment and stores are to be specifically mentioned in the Proforma Invoice. After floating tender, application for changing of country of origin and manufacturer will not be accepted.</p>	



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9.	<p>Quotation of Price: Price is to be quoted separately in the following manner :</p> <p>a. FOB value inclusive of all charges like packing, handling and documentation, etc.</p> <p>b. List of accessories, spares and optional item (if any) is to be provided quoting price of each item.</p> <p>c. Freight charges by sea up to Chattogram sea port or by air upto Hazrat Shahjalal International Airport, Dhaka, Bangladesh (as applicable) to be mentioned separately for each item offered. Freight charges shall always be paid at actual but not exceeding the freight charges mentioned in the offer. Freight charges must be clearly shown in the Bill of Lading (BL)/Airway Bill (AWB), Invoice and Freight Voucher issued by Carrier up to Chattogram/Dhaka.</p> <p>d. Total CFR/ CPT value (FOB and Freight)</p> <p>e. Installation charges (if charges are applicable).</p> <p>f. Cost of foreign training with details breakdown (if applicable). Cost should be include Internal Transportation, Accommodation, Food, Tution fees and other charges related to training arrangement only. Cost of local training with details breakdown (if applicable) should also be included.</p> <p>g. Only publications, catalogues, technical manuals and other documentations are to be provided/supplied free of cost. No other items/services are to be offered/provided free of cost by the supplier. If any item/service is mentioned/offered free of cost, the supplier has to show that price in the offer for future reference. Moreover, that price (except publications, catalogues, technical manuals and documentations) will be added with the FOB value while evaluating the comparative prices of the suppliers.</p> <p>h. For double envelope tender, all types of price need to be quoted and included in financial offer only. Disclosure of any price in the technical offer or during technical vetting will be subjected to cancellation of offer.</p>	
10.	<p>Agency Commission: The FOB value submitted must be inclusive of " Agency Commission" for the local Agent and the amount of Agency Commission must be stated separately in the offer either as percentage of FOB value or as a fixed amount. As per DGDP rule maximum allowable Agency Commission is mentioned below:</p> <p>a. Upto 1 Lakh – 7%.</p> <p>b. 1 to 2.5 Lakh – 5%.</p> <p>c. 2.5 to 5 Lakh – 4%.</p> <p>d. 5 to 10 Lakh – 3%.</p> <p>e. 10 to 15 Lakh – 2.5%.</p> <p>f. 15 to 25 Lakh – 1.5%.</p> <p>g. 25 to 40 Lakh – 1%.</p> <p>h. 40 to 1 Crore -- 0.5%.</p> <p>j. Above 1 Crore – 0.375%.</p> <p>The Local Agent shall receive Agency Commission in Local Currency on receipt of No Objection Certificate from consignee.</p>	
11.	<p>Offer Validity: Offer must remain valid up to 180 days (06 Months)</p>	
12.	<p>Delivery Period: Estimated delivery time is 270 days (09 Months) from the date of signing the contract.</p>	
13.	<p>Grace Period. Delay in the supply of stores upto 21 days will be regarded as "Grace Period" available to the supplier and the delivery date will be considered to have been automatically extended upto that limit without issuance of any formal amendment and payment without any liquidated damages. For delays beyond 21 days, LD (if imposed) will be calculated from the original date given in the contract.</p>	



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14	<p><u>Despatch/Shipment Instruction.</u></p> <p>a. The SUPPLIER shall despatch the consignment to the consignee by any foreign vessel, preferably by Bangladeshi Vessel; if not, foreign vessel not belonging to Israeli company and not calling at any port of Israel to deliver the stores at Chattogram Sea Port.</p> <p>b. Part shipment : As Applicable.</p> <p>c. Trans-shipment : As Applicable.</p> <p>d. Shipment in chartered vessel over 15 years. : Not allowed.</p> <p>e. Shipment in liner vessel over 25 years : Not allowed.</p> <p>f. Shipment in vessel below 1500 GRT : Not allowed.</p> <p>g. Shipment on Deck without Container : Not allowed.</p> <p>h. All charges, including container/terminal handling, loading, unloading, carrying, equipment handling (if any), till the stores are loaded into the wagon (as applicable) and handed over to the representative of the purchaser will be borne by the supplier.</p> <p>j. Final shipment clearance has to be taken from DGDP before shipment of stores. Shipment clearance will be given by DGDP on receipt of joint inspection report and /or Quality Assurance Certificate (QAC).</p>	
15	<p><u>Payment Terms.</u> Payment will be made through an irrevocable Letter of Credit (L/C). LC amounting to 100% CFR/CPT value will be opened in favour of Supplier. Freight charges shall always be paid at actual but not more than the specified amount mentioned in the Contract. Payment will be made as under:</p> <p>a. 80% of CFR/ CPT value will be paid on production of following documents:</p> <ol style="list-style-type: none"> (1) Clean/Original Bill of Lading/ Airway Bill. (2) Supplier's signed Invoice accompanied by Freight paid voucher (Freight Amount must be shown in the Invoice). (3) Packing List. (4) Certificate of Origin. (5) Inspection and warranty/guarantee certificate. (6) Joint Pre-shipment Inspection Report (if PSI is held) or Quality Assurance Certificate (QAC) in original by the Manufacturer (if PSI is not held). (7) Shipment Clearance Letter of DGDP. <p>b. Remaining 20% CFR/ CPT value will be paid on receipt of Inspection Note from Inspectorate, Certified Receipt Voucher from consignee, training completion report from concern Directorate (if any) and on clearance by DGDP as per terms of payment specified in technical specification.</p> <p>c. 10% PG will remain in vogue, which will be released on receipt of No Objection Certificate from the consignee.</p>	
16.	<p><u>LC Amendment Chagres:</u> All Bank charges in respect of LC outside Bangladesh is to be borne by the Supplier. Any amendment/add confirmation requested by the Supplier is also to be borne by the Supplier. Any Other amendment charge will be borne by the responsible party.</p>	
17.	<p><u>Insurance Chagres:</u> Insurance charges of contracted items will be borne by the Buyer/Purchaser.</p>	
18	<p><u>Non Acceptance of Fax /E-mail offer:</u> Offer forwarder to local agent by principal via Fax or E-mail will be cancelled if supplier does not submit original offer within 07 days from the date of opening the tender.</p>	
19.	<p><u>Non Acceptance of Conditional offer:</u> Conditional Offer will not be accepted.</p>	
20.	<p><u>Compliance Instruction:</u> Offer must accompany compliance statement of tender conditions/ requirement giving reference to relevant page/para of tender/offer/ booklet/catalogue.</p>	
21.	<p><u>Submission of Alternative Offer.</u> If the Supplier desires to submit an alternative offer then it should be a separate offer complete in all aspects. Nothing should be referred to the main offer.</p>	



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22.	<p>Liquidated Damage (LD). The clause will be included in the contract as under: In case the Supplier fails to complete shipment delivery within dates stipulated in the contract, the Purchaser shall have the right to impose and recover Liquidated Damage (unless waived off) at the rate of 2% but not less than 1% of the value of unsupplied quantity of the item(s) per month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus leviable will not exceed 10% of the total contract value.</p> <p>Note: Decisions under this clause shall not be subject to arbitration</p>	
23.	<p>Arbitration. The arbitration clause of the Contract will be as under: All legal disputes of whatever kind arising out of the Contract concluded between the parties including disputes regarding validity of Contract shall be settled wherever possible amicably. Should this disputes fail to be settled on a friendly basis, they shall become subject to ultimate settlement in accordance with Rules of Bangladesh Arbitration Act 2001 (1 of 2001). The said Court of Arbitration having jurisdiction and being exclusively competent to decide overall legal disputes arising from or concerning the said Contract. The court of Arbitration shall conduct Arbitration in accordance with the Rules of Bangladesh Arbitration Act 2001. However, it shall grant both the parties full opportunity to present their cases and their proofs in writing and by words of mouth in the course of the proceedings. In case of Arbitration the conducting Language should be in English and the place will be the city of Dhaka Bangladesh.</p>	
24.	<p>Force Majeure and War Risk. This clause will be included in the contract as under:</p> <p>a. Force Majeure. Should circumstances arise which prevent the parties from completion of partial fulfillment of their obligation of any nature of blockages or other fulfillment of their obligation shall be postponed for the time during which such circumstances prevail. The party which has been deprived of the possibilities of fulfillment of their obligations of the contract, should notify the other party of the beginning and cessation of the circumstances, which prevent the fulfillment of their agreement. The Certificate issued respectively by the Chamber of Commerce in the country of the Supplier or the Purchaser shall be accepted as proper evidence of the existence of the above-mentioned circumstances and time of their duration. Non-availability of raw materials for the manufacturing of stores, or an export permit for the export of the contracted stores from the country of this origin/country of supplier, shall not constitute force majeure.</p> <p>b. War Risks. In this clause "War Risks" means any blockage or any other actions which are announced as a blockage by any Government or any belligerent or by any organization, sabotage, piracy or any actual or threatened war, hostilities, war like operations, civil war, civil commotion or revelation. If at any time before the vessel commences loading or during the voyage or during unloading it appears that performance of the contract will subject the vessel or her master and crew or her cargo to war risk at any stage of the voyage, the Supplier has the right to stop the voyage. In all the rest not stipulated in this clause is related to "War Risks", the parties shall be guided by the clause "War Risks" of "Uniform General" (as revised 1922 and 1976). Code name "GENCON" recommended by "The Baltic and International Maritime Conference".</p> <p>Note: Decisions under this clause (clause-24) shall not be subject to arbitration</p>	



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25.	<p>Termination of Contract. The following clauses regarding termination of Contract will be incorporated in the contract:</p> <p>a. At any time during the currency of this contract, the Purchaser shall have the right to cancel Contract under followings reasons:</p> <p>(1) If the Supplier fails to supply the contracted item as per specification given in the contract or the contracted item being rejected by the competent technical authority or the contracted items being rejected under Contract Clause of Post shipment Inspection/Final Inspection.</p> <p>(2) If the Supplier fails to deliver the contracted item within the date Specified in the Contract or any extensions thereof.</p> <p>(3) In the event of breach of any contractual obligations given in the Terms and Conditions of the Contract.</p> <p>b. Moreover, in case of termination of Contract, as under this clause the Purchaser shall have the right to decide to take appropriate punitive action against the Supplier as per the existing rules of DGDP.</p> <p>Note: Decisions under this clause shall not be subject to arbitration.</p>	
26.	<p>Effectiveness of Contract. The contract will be effective from the date of signing the Contract.</p>	
27.	<p>Letter of Credit (LC). Irrevocable Letter of Credit (LC) will be opened with a designated Schedule Bank of Bangladesh determined by Public Accounts Department (PAD) of Bangladesh Bank (Central Bank of Bangladesh).</p>	
28	<p>End User Certificate (EUC).</p> <p>a. End User Certificate (EUC), if needed, may be issued as per format (DP-8) attached. If any bidder needs any change in the EUC, then they have to mention about such requirement of change clearly in the Technical Offer and also Submit the required format with the technical offer. After signing of contract new format and condition will not be acceptable.</p> <p>b. The Supplier is to apply for EUC within 14 days of signing the contract. The Purchaser will provide the Supplier with an End User Certificate, if requested by the foreign supplier through letter (In original letter Head Pad) duly signed by the owner/executive on the date of signing the contract or before. The Purchaser shall issue EUC as per the policy within 21 days if LC is operative. If the supplier provides EUC requirement on the date of signing the contract or before, the supplier will not be responsible for onward delay. In case of delay for other reason(s), the Purchaser shall not remain responsible and this will not fall in the condition of Force Majeure. After handing over the EUC to Local Agent/Principal, if it is lost or misplaced then the Local Agent and Principal will be liable for punitive actions as per existing DGDP rules.</p>	
29	<p>Recoveries: " Whenever any sum of money is recoverable from the supplier under a given contract, the Purchaser (DGDP) shall be entitled to deduct the amount involved from the bills of the supplier. Whether due in respect of the contract under which the said amount is recoverable or in respect of any other contract payment against which may be outstanding then or subsequently, through the paying authority of the Purchaser (DGDP). The Purchaser (DGDP) shall also be entitled to recover such amounts by appropriating in full or in part, as may be necessary, the security (PG/BG/PO) amount deposited during enlistment by the supplier."</p> <p>"Should the recovery in the manner described above be insufficient to cover the full amount recoverable, the supplier shall pay to the Purchaser (DGDP), on demand, the remaining or amount due, as the case may be."</p>	



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Serial No	Terms and Condition as per requirement	Compliance by the Principal/ Manufacture
30	<p><u>Performance Guarantee (PG):</u></p> <p>a. The supplier shall furnish a Performance Guarantee (PG) (DP-7), (as mentioned at the specimen format) with a validity of 03-12 months (as applicable) from the date of expiry of the delivery schedule (as per DGDP format in foreign currency) in the shape of Bank Guarantee as security. The PG is of @ 10% on the CFR value amounting to Euro/USD.....(In Words.....)/not less than USD 5,000.00 in favour of Senior Finance Controller (Defence Purchase/Navy) as security money through any schedule bank located in Bangladesh (except Standard Chartered Bank Ltd) with a view to opening LC. In all the cases PG should be submitted before signing the contract. The PG will be released by the SFC (DP)/SFC (Navy) on receipt of a certificate from DGDP to the effect that the supply has been completed satisfactorily and No Objection Certificate (NOC) has been received from the consignee. If the contractual obligation warrants the extension of validity of PG, the Supplier shall remain liable to do so at his own cost. If however, the Supplier, despite being requested by DGDP, decides not to extend PG; DGDP shall deserve the right to encash the PG, which shall later, on completion of contractual obligations be handed over to the Supplier. In this connection the LC open by DGDP will remain IN-OPERATIVE till receipt of PG from the Principal/Manufacturer. On getting the valid PG the LC will be made OPERATIVE. All expenditures involved in making the LC operative will be borne by the supplier. In case of failure of the Supplier to fulfill the contractual obligation as per terms and conditions of the contract, PG in full or part thereof may be forfeited at the discretion of the purchaser and necessary punitive action will be taken against Manufacturer/Principal and Local Agent as per DGDP rules. If any case either PG validity expires or contractual obligations is not completed, local Agent of foreign manufacturer/principal must ensure the PG issuing bank takes written clearance from DGDP before releasing PG to the principal.</p> <p>b. While signing the contract without PG (with undertaking), if supplier fails to submit the PG as per given date, the Purchaser may cancel the contract and impose embargo on Foreign Manufacturer/Principal and Local Agent.</p>	
31.	<p><u>Signing Authority:</u></p> <p>Contract should be signed by the owner or competent representative of the foreign manufacturer/principal.</p> <p style="text-align: center;">or</p> <p>Contract should be signed by the proprietor of the Local Agent or someone on his behalf with power of attorney, if so allowed by the principal.</p> <p style="text-align: center;">and</p> <p>Accordingly on behalf of the firm necessary evidence is to be submitted by the registered person in DGDP.</p>	
32.	<p><u>Contract information of the following has to be given along with the offer.</u></p> <p>a. Manufacturer Name: Description: Company Name: Full Postal Address: E-Mail: Mobile No, Fax No and Web Address:</p> <p>b. Principal (if any) Name: Description: Company Name: Full Postal address: E-Mail: Mobile No, Fax No and Web Address:</p> <p>c. Local Agent Name: Description: Company Name: Full Postal address: E-Mail: Mobile No, Fax No and Web Address:</p>	



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33	<p><u>Special Instruction:</u></p> <p>a. If any Principal submits more than one Offer for the same item through more than one local agent then all the Offers of that particular Principal for that item will be treated as cancelled.</p> <p>b. Lowest bidder will be selected considering the following: Main Equipment Price+ Essential Item Price + Optional Item Price + Fast & Slow Moving Spares Price+ SST/SSM/Installation Cost Price+ Training + Freight+ Agency Commission+ Reference Price of Free of Cost (FOC) Item (except publications, catalogues, technical manuals and documentations).</p> <p>c. Shipment can't be done without shipment clearance from DGDP.</p>	



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TECHNICAL SPECIFICATION OF CABLE ELECTRIC (DP-5)

Ser	Description	Technical Specification	To be filled up by Principal/ Manufacturer
(a)	(b)	(c)	(d)
Part-1: General Specification.			
1.	a. Nomenclature	Cable Electric	
	b. Name of the item as per manufacturer	To be mentioned	
	c. Make, Type and model	To be mentioned.	
	d. Country of Origin	To be mentioned.	
	e. Country of Manufacture	To be mentioned.	
	f. Year of production	Brand new and not before the contracted year.	
	g. Name and detail contact address of manufacturer (including web address, e-mail address and contract number)	To be mentioned.	
	h. Name and detail contact address of principal (including web address, e-mail address and contract number)	To be mentioned.	
	j. Name and detail contact address of local agent (including web address, e-mail address and contract number)	To be mentioned.	
	k. Shelf life of the item	Minimum 10 Years	
Part-2: Technical Specification.			
2.	a. Type	Twisted T/T 2 wires (different color) uniformly twisted together.	
	b. Number of twists per meter	14-16 average	
	c. Number of strands	Minimum 23	
	d. Conductor purity (Copper)	Minimum 99.8%	
	e. Diameter of each strand	Minimum 0.19 mm	
	f. RM of each conductor	Minimum 0.65	
	g. Diameter of each cable with insulation	Minimum 2.25 mm-2.6 mm	
	h. Material used to make the insulation of cable	PVC	
	j. Thickness of insulation	0.55 mm-0.65 mm	
	k. Details cross sectional diagram of the cable	To be submitted	
	l. Voltage rating of cable	300-500 V-To be mentioned	
	m. Current rating of cable	To be mentioned	
	n. Weight of 100m cable without drum	To be mentioned	
	p. Total length of cable per reel/drum. Cable to be provided with reel/drum.	100 meters	
	q. Drum/ Reel.		
	(1) Diameter of Reel	To be mentioned	



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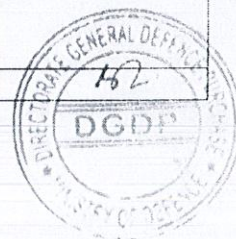
Ser	Description	Technical Specification	To be filled up by Principal/ Manufacturer
	(2) Flange diameter	To be mentioned	
	(3) Drum width	To be mentioned	
	(4) Overall height of Reel	To be mentioned	
	(5) Outer diameter of standing leg pipe	To be mentioned	
	(6) Length of handle lock	To be mentioned	
	(7) Length of rotating handle	To be mentioned	
	(8) Overall length of carrying handle	To be mentioned	
	(9) Distance between two legs	To be mentioned	
	(10) Cable capacity on the Drum	100-150 m.	
	(11) Weight of Drum without cable	To be mentioned	
	(12) Colour of Drum	MB Green	
	(13) Build material of Drum	Mild Steel	
	r. Tender sample	100 meter cable (Two core) with reel/drum to be submitted with offer.	
3.	<u>Environment Issue.</u>		
	a. Storage Temperature range	0°C to + 55°C	
	b. Operating Temperature range	-5°C to + 55°C	
	c. Storage Humidity	Min 95%	
	d. Operating Humidity	Min 95%	



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TERMS AND CONDITIONS FOR CABLE ELECTRIC (DP-5)

Ser	Terms and Conditions	Must be filled up by the Principal/ Manufacturer
(a)	(b)	(c)
1.	Source of Supply: Local/ Foreign	
2.	Currency: Local/ Foreign	
3.	Authority Holding Sealed Particulars (AHSP): Chief Inspector (CI), Inspectorate of Electronics & Instruments (IE&I).	
4.	Inspecting Authority: Chief Inspector (CI) of Inspectorate of Electronics & Instruments (IE&I) or his authorized representative.	
5.	Port of Shipment: To be supplied and shipped from the country of Origin/ Manufacturer.	
6.	Transshipment (If Source of Supply: Foreign): Not allowed (if direct flight/ ship is available).	
7.	Part Shipment: Not allowed.	
8.	Consignee: Commandant, Central Ammunition Depot (CAD), Rajendrapur Cantonment.	
9.	<u>Tender sample.</u> 100 meter cable (Two core) with reel/ drum to be submitted with offer for Test and Trial.	
10.	<u>Terms and Condition for Submitting Offer.</u>	
	a. Original offer must be submitted in letter head pad of manufacturer/ principal duly signed and sealed at every pages. Name, designation, telephone No, Fax No. E-mail address, website and mailing address of signatory must be mentioned.	
	b. Original brochure/catalogue of offered model with proper marking and signed must be submitted in letter head pad of manufacturer along with the offer.	
	c. Offered technical specifications must be conformed to the specifications mentioned in the submitted brochure/catalogue. Fax/photocopy/hand written offer/ catalogue/ brochure and catalogue without marking/signing will not be considered during technical vetting.	
	d. Hand written offer and any hand written clarification will be directly rejected. It must be typed or computer printout in original letter head pad of the manufacturer/ principal/local agent (As applicable) with sign and seal of proper signing authority.	
	e. Tempered or doubtful offer will be directly rejected without asking any clarification.	
	f. The format must be filled up without changing any word/serial/ format as given in all tender Documents.	
	g. Any offer may be accepted/rejected without asking any clarification.	
	h. A soft copy of the offer to be submitted in CD/ flash drive in Microsoft word documents for IE&I. However, hard copy is the final authority for offer vetting.	
	j. Original proforma invoice should be submitted directly by the manufacturer on their letter head pad.	
11.	<u>Certificates and Conditions.</u> The following certificates are to be submitted with offer.	
	a. Authorization certificate (Original) in favour of Principal by the Original Equipment Manufacturer (OEM) to be submitted along with offer.	
	b. Authorization certificate (Original) in favour of local agent by the Principal to be submitted along with Offer.	
	c. The following certificate must be provided by the manufacturer, Principal and local agent with the offer:	
	(1) Manufacturer's certificate confirming country of origin (Certificate by manufacturer).	
	(2) Manufacturer's certificate confirming country of manufacture and Assembly (Certificate by manufacturer).	
	(3) Same/ similar model of equipment will be available for next 15 years (Certificate by manufacturer).	
	(4) Spares will be available for at least next 15 years (Certificate by manufacturer).	
	(5) Rejected store will be replaced free of cost at the supplier's expense (Certificate by principal).	
	(6) Manufacturer's certificate showing year of production to be submitted along with offer and manufacturer is also confirmed that, all components of the equipment will be unused (Brand new) and Equipment manufactured not before the contracted calendar year.	
	(7) Certificate for climatic suitability in Bangladesh (Certificate by manufacturer).	




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Ser	Terms and Conditions	Must be filled up by the Principal/ Manufacturer																																					
12.	<p><u>Original Quality Assurance Certificate (QAC).</u></p> <p>a. Pre-Shipment Inspection (PSI) will not be carried out by Bangladesh Army. Shipment clearance will be given basing on acceptance of Quality Assurance Certificate (QAC). Original QAC to be provided by the Quality Control Department of manufacturer for equipment and the same to be handed over to local agent through principal in original.</p> <p>b. After receiving QAC document by IE&I, a Video Tele Conference (VTC) will be carried out to inspect contracted items remotely. All stores will be checked as per contract one by one through VTC. The inspection will be held at manufacturer's factory premises. Representative of principal and Local agent will be joined through VTC.</p> <p>For information/documents are to be submitted by the supplier in the QAC:</p> <p>c. As per (Directorate General of Defence Purchase (DGDP), Bangladesh/ Service Headquarters/ Organization) Contract No.....dated..... For the procurement of items mentioned in paragraph below, the concerned involved from seller are:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;"> Principal Supplier: (As mentioned in the contract with address and other contract information) </td> <td style="width:50%; padding: 5px;"> Quality Control Department of Manufacturer: (Address and other contract information) </td> </tr> <tr> <td style="padding: 5px;"> Manufacturer: (As mentioned in the contract with address and other contract information) </td> <td style="padding: 5px;"> Local Agent: (As mentioned in the contract with address and other contract information) </td> </tr> </table> <p>d. <u>Stores.</u> (List of stores to be provided for which QAC is submitted as mentioned in the contract including following information, separate sheets may be enclosed, if required):</p> <p><u>Inventory Inspection.</u></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">Ser</th> <th style="width:35%;">Nomenclature/ Brand/ Model/ Part Number/ Factory Code/ Lot Number/ Year of Production</th> <th style="width:5%;">A/U</th> <th style="width:5%;">Qty</th> <th style="width:35%;">Physically Found during Inspection by the Quality Control Department of OEM</th> <th style="width:10%;">Rmk</th> </tr> <tr> <th align="center">(a)</th> <th align="center">(b)</th> <th align="center">(c)</th> <th align="center">(d)</th> <th align="center">(e)</th> <th align="center">(f)</th> </tr> </thead> <tbody> <tr> <td align="center">1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>It is to certify that the equipment/stores are found correct and all the quantity found as per contract.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Sign by Principal Name: Designation:</p> </div> <div style="width: 45%;"> <p>_____ Sign by Manufacturer Name: Designation:</p> </div> </div> <p>e. <u>Inspection of Technical Specification (As per contract).</u></p> <p>The Quality Control Department of Manufacturer will check the functionality of the stores. All Technical parameters to be checked one by one as mentioned in the contract. Manufacturer will be filled up the table as per contracted Tech spec. If any technical parameter cannot be checked, it will be mentioned in the remarks column as under:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">Ser</th> <th style="width:20%;">Description as per Contract</th> <th style="width:25%;">Technical Specifications as per Contract</th> <th style="width:30%;">Physically Found during Inspection by the Quality Control Department of OEM</th> <th style="width:20%;">Rmk</th> </tr> <tr> <th align="center">(a)</th> <th align="center">(b)</th> <th align="center">(c)</th> <th align="center">(d)</th> <th align="center">(e)</th> </tr> </thead> <tbody> <tr> <td align="center">1.</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Principal Supplier: (As mentioned in the contract with address and other contract information)	Quality Control Department of Manufacturer: (Address and other contract information)	Manufacturer: (As mentioned in the contract with address and other contract information)	Local Agent: (As mentioned in the contract with address and other contract information)	Ser	Nomenclature/ Brand/ Model/ Part Number/ Factory Code/ Lot Number/ Year of Production	A/U	Qty	Physically Found during Inspection by the Quality Control Department of OEM	Rmk	(a)	(b)	(c)	(d)	(e)	(f)	1.						Ser	Description as per Contract	Technical Specifications as per Contract	Physically Found during Inspection by the Quality Control Department of OEM	Rmk	(a)	(b)	(c)	(d)	(e)	1.					
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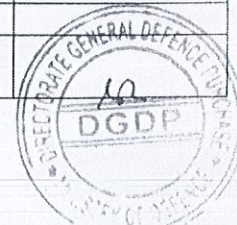


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Ser	Terms and Conditions	Must be filled up by the Principal/ Manufacturer
	<p>It is to certify that the technical specifications are functionally found correct as per contract.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Sign by Principal Name: Designation:</p> </div> <div style="width: 45%;"> <p>_____ Sign by Manufacturer Quality Control Department Name: Designation: Address (Including the email address):</p> </div> </div>	
	<p>f. <u>QAC Related Documents/ Certificates</u>. Following documents/ certificates are to be furnished with the QAC. All test/ Inspection results which was/ were conducted by the quality control department of manufacturer to be furnished including the following:</p> <ol style="list-style-type: none"> (1) Certificate of country of origin. (2) Certificate of country of manufacture and assembly. (3) Certificate of year of production. (4) Certificate of Military standard or any other as per (as if) specified in the contract. (5) Certificate of warranty/ guaranty as per (as if) specified in the contract. (6) Certificate of quality assurance and genuineness. (7) Buy back certificate as per (as if) specified in the contract. (8) Guarantee certificate for availability of spares as per (as if) specified in the contract. (9) Functionality test(s) certificate (s)/report and all test report for fulfillment the technical specification as per contract. (10) Laboratory test (s) (as applicable) certificate for fulfillment the technical specification as per contract. (11) Environment suitable certificate (as if) for tropical climate (e.g humidity tolerance, temperature range, storage temperature, salinity resistance etc) to be provided. (12) Color pictures of main items and accessories (Picture after packing/ Boxing is not preferable) (13) Any other certificate as mentioned in the contract or deemed necessary. 	
13.	<p><u>Joint Post-Shipment Inspection (JPSI)</u>.</p> <p>a. <u>Place of inspection</u>. Central Ammunition Depot (CAD)/ Inspectorate of Electronics & Instruments (IE&I), Dhaka Cantonment/ at the place pre-selected by Inspection and Technical Development Directorate (ITD Dte).</p> <p>b. <u>General</u>. Joint Post Shipment Inspection (JPSI) will be carried out on receipt of stores by the consignee (CAD). Date of Joint Post Shipment Inspection (JPSI) (Visual and Functional test) will be decided by Inspection and Technical Development Directorate (ITD Dte) after necessary coordination with Inspectorate of Electronics and Instruments (IE&I) and manufacturer (if available) and Local agent. Following representative will be present and carry out Joint Post Shipment Inspection (JPSI):</p> <ol style="list-style-type: none"> (1) Representative of Inspectorate of Electronics and Instruments (IE&I) (2) Representative of User unit (if detail). (3) Local agent. (4) Manufacturer's expert (if available). (5) Consignee. (6) Shadharan Bima Corporation (Surveyor). <p>c. The JPSI will be conducted in following 3 phases:</p> <ol style="list-style-type: none"> (1) Visual inspection. (2) Laboratory/ Environment Test (As applicable). (3) Functional test. <p>d. <u>Visual Inspection</u>. Visual inspection of 100% stores will be carried out at CAD. During visual inspection, following parameters will be checked:</p> <ol style="list-style-type: none"> (1) Brand and Model. (2) Country of origin and Manufacture (3) Year of production 	

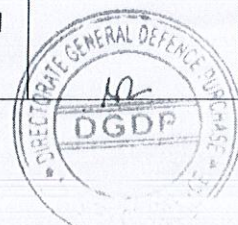
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Ser	Terms and Conditions	Must be filled up by the Principal/ Manufacturer
	<p>(4) Part number/ Serial number (5) Any damage/ crack etc (6) All certificates (as applicable). (7) Measurement and weight etc (if applicable). (8) Shape and size etc (9) Packing and marking as per contract. (10) Quantity as per contract. (11) Any other if dammed necessary by inspection team.</p>	
	<p>e. <u>Environmental/ Laboratory Test.</u> Environmental/ Laboratory test (as applicable) of Minimum 5% (Minimum 5 x drum Reel cable) of total quantity (randomly selected) will be carried out at Inspectorate of Electronics and Instrument (IE&I) facilities. However, above percentage (%) may be varied depending on test result and further test may be carried as deemed necessary by Chief Inspector (CI).</p>	
	<p>f. <u>Functional/ Field Test.</u> Functional/Field test of Minimum 5% (Minimum 5x drum Reel cable) of total quantity (randomly selected) will be carried out at IE&I facilities. However, above percentage (%) may be varied depending on test result and further test may be carried as deemed necessary by Chief Inspector (CI), IE&I. Functional test will be carried out at the place pre-selected by ITD Dte. Functional test may be carry out (any quantity) under supervision of user unit at user end. In this purpose all requirement will be set by ITD Dte with coordination of user Directorate. All the technical parameters as applicable and desired by the purchaser will be tested during functional test.</p>	
	<p>g. <u>Inspection Conditions.</u></p>	
	<p>(1) After receiving the contracted stores at consignee end, the local agent to coordinate with Inspection and Technical Development Directorate (ITD Dte) to start the process of security clearance for their foreign expert (if required) well in advance. After getting security clearance (if applicable), local agent to provide exact time range/schedule to IE&I for JPSI (Visual, Environmental and Functional) minimum 01 week prior start of JPSI.</p>	
	<p>(2) Local agent/supplier will bring necessary skilled operator or expert for functionality test or demonstration as necessary.</p>	
	<p>(3) All parameters of contracted technical specification will be checked one by one.</p>	
	<p>(4) <u>Inspection & testing Facilities.</u></p> <p>(a) The supplier/local agent shall pay all costs connected with the inspection (visual and functional test) and will provide without extra charge, all material, tools, instruments, transport, labour & assistance etc of every kind which the inspector may consider necessary for the inspection. Supplier & local agent shall also provide and deliver free of charge at such place as the inspector may direct, such materials as he may required for test. Cost of any laboratory tests shall be borne by the supplier/ local agent as per terms of clause 12(a) and 12(b) of DP-35.</p> <p>(b) Supplier will provide necessary facilities and materials required for functional test of the equipment at supplier's expense during joint post-shipment inspection.</p> <p>(c) Supplier will provide necessary transportation support (As required) at JPSI selected place for functional test of the equipment at supplier's expense during Joint Post Shipment Inspection (JPSI).</p>	
	<p>(5) During JPSI, if any item found deficient, defective and not in accordance with contract, the supplier will liable and to be replaced as per Director General of Defence Purchase (DGDP) Instruction.</p>	
	<p>(6) After completion inspection, a JPSI report will be prepared and signed by the representatives of all concerned.</p>	
	<p>h. <u>Other condition.</u></p>	
	<p>(1) JPSI should be completed within maximum 02 (two) months after receiving of stores by consignee.</p>	



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Ser	Terms and Conditions	Must be filled up by the Principal/ Manufacturer						
	(2) Final Insp Note (I/Note) will be issued by IE&I on completion of the fol: (a) Supply of all contracted store. (b) Successful completion of functional test. (c) Completion of training (if applicable).							
14.	<u>Packing and Marking.</u>							
	a. As per international standard trade packing and marking. The stores are to be securely packed with sea worthy packing for safe transit by Air/Sea/Railway/Road. The packing will be done by the supplier so that the stores will not be affected by sea water, rain and damp weather during transportation. Preservative material (anti saline/anti rust) such as wax, grease etc as required must be coated on the surface of the equipment/items (as applicable). Marking must be done clearly in English Language in each container/packages for easy identification of the stores. Container/boxes must be strong enough to bear or withstand the load of contained materials during transportation. b. Contract number, date and name of the consignee should be stenciled on the front side of the container/ package/ box. c. Name of the manufacturer and country to be printed on the surface of the equipment.							
15.	The word "BD Army" to be sealed on the suitable place of the item by indelible ink.							
16.	If Source of Supply: Foreign, one set of necessary shipping documents (Bill of Lading/ Airway Bill, Commercial Invoice, Packing list, Certificate of Origin from the competent authority of exporting country, Manufacturer Inspection and Warranty certificate, Freight voucher etc) must be submitted to IE&I and DGDP.							
17.	<u>Arrival of Equipment at Sea port/Airport (If Source of Supply: Foreign).</u> a. <u>Survey at port.</u> Will be carried out by the representative of AEU (In case of the stores shipped by sea)/CAD (In case of the stores shipped by air), Supplier and Sadharan Bima Corporation (Surveyor). b. After arrival at Chittagong port, Army Embarkation unit, Chittagong and local agent will clear the item (cost involved for clearing & forwarding will be borne by the local agent in case of CPT/CFR Chittagong contract). For any major damage/missing, insurance claim will be made by Army Embarkation unit/Consignee, Dhaka Cantonment.							
18.	<u>Warranty/Guarantee by Manufacturer, Principal and Local agent:</u> a. A warranty/Guarantee certificate has to be provided for the equipment's/items for a trouble free service of 12 months. The warranty period to be counted from the date of receipt of equipment's/items by the consignee after acceptance by IE&I and issuance of Inspection Note (I/Note). b. If any defect/discrepancies arises during fitting in the respective equipment's/stores within warranty/guarantee period after receipt by consignee/user unit, that must be repair/ replaced (as applicable) free of cost (CFR/CPT/FOB Dhaka as the case may be). c. Warranty/Guarantee will be furnished for spares mentioning as "If the spares are not fitted in the respective equipment then the spares will be replaced free of cost". d. The firms supplying equipment's/items on warranty will identify these by attaching a warranty label/disc or stenciling this by indelible (permanent) paints on the equipment/ items as shown below: <table><tr><td>Warranty: From-----</td><td>To -----</td></tr><tr><td colspan="2">Contract No & Date:</td></tr><tr><td colspan="2">Supplier's Name, Address and Tel No:</td></tr></table> e. A Warranty/Guarantee will be provided by the local agent in DPL-15 as above.	Warranty: From-----	To -----	Contract No & Date:		Supplier's Name, Address and Tel No:		
Warranty: From-----	To -----							
Contract No & Date:								
Supplier's Name, Address and Tel No:								
19.	No deviation from the contracted specification after signing the contract will be acceptable during vetting of QAC and Joint Post Shipment Inspection (JPSI).							
20.	Deviation from the above mentioned terms & conditions and any conditional offer will not be accepted during technical vetting.							
21.	Any defect/ damage/ pilferage or discrepancies arise during transportation will be repaired/ fulfilled by the supplier/ local agent.							
22.	If any supplied items are found faulty/ defective and not accordance with contracted technical specification during JPSI, it will not be accepted. No repairing will be accepted during Lab test/ function test. The supplier must take back the faulty/defective items at their own cost and to be replaced as brand new item.							



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FORMAT FOR SUBMISSION OF FINANCIAL OFFER (DP-6)

Ser	Subj	Qty	Unit Price	Total Price	Rmk
1.	Main /Major Equipment				
2.	Essential Accessories (if any)				
3.	Fast Moving Spares (if any)				
4.	Slow Moving Spares (if any)				
5.	Optional Item (if any)				
6.	SST/SSM (if any)				
7.	FOB/FCA				
8.	Agency Commission				
9.	Net FOB				
10.	Freight Sea/Air				
11.	CPT/CFR				
12.	Foreign Trg				
13.	Local Trg				
14.	Installation/ Commissioning/ Test & Trial				
15.	Construction Cost/Civil Works				
16.	Addl (if any)				
17.	Total LC Value				

Remarks

1. Each column must be filled in by the principal and submitted with the offer.
2. All above information must be in principal's invoice quotation.
3. If cost of construction/civil works is submitted in foreign currency then proof of remitting money to Bangladesh needs to be submitted with the bill.
4. Separate list of ser no 2,3,4,5 & 6 (with showing part number and item wise price) is to be shown in detail separately as annex.

DP-6 (1 of 6)

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ESSENTIAL ACCESSORIES (DP-6)

To be filled up by supplier

Ser	Part No	Nomenclature	A/U	Qty	Unit Price	Rmk

DP-6 (2 of 6)

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FAST MOVING SPARES (DP-6)

To be filled up by supplier

Ser	Part No	Nomenclature	A/U	Qty	Unit Price	Rmk

DP-6 (3 of 6)

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FOR OFICIAL USE ONLY

SLOW MOVING SPARES (DP-6)

To be filled up by supplier

Ser	Part No	Nomenclature	A/U	Qty	Unit Price	Rmk



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OPTIONAL ITEM (DP-6)

To be filled up by supplier

Ser	Part No	Nomenclature	A/U	Qty	Unit Price	Rmk

DP-6 (5 of 6)

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SST/SSM (DP-6)

To be filled up by supplier

Ser	Part no	Nomenclature (with picture)	Description (use of the item)	A/U	Qty	Unit Price	Rmk

DP-6 (6 of 6)

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FORMAT OF PERFORMANCE GUARANTEE (PG) (DP-7)

Senior Finance Controller (Defence Purchase)
DGDP Building (3rd Floor)
New Airport Road
Tejgaon, Dhaka- 1215

OUR BANK GUARANTEE NO _____ DATED _____

1. Whereas, The Directorate General Defence Purchase, Ministry of Defence, New Air Port Road, Tejgaon, Dhaka-1215 (herein-after called purchaser) has accepted the offer of _____ (herein after called supplier) against Tender Number _____ for supply of _____ as per attached list on the terms and conditions governing the contract between the purchaser and supplier and whereas the supplier has requested us to issue a bank guarantee for an amount of _____ (in words _____ only) we _____ (Name of Bank)

Hereby undertake and guarantee due performance of the contract by the supplier and hereby agree:

a. That we shall make an unconditional payment of _____ (in words _____ only)

to you without any reference to the supplier immediately on the demand from you or the purchaser (DGDP) in writing, certifying that the supplier has failed to comply with terms and conditions of the contract.

b. That we shall keep this guarantee valid and in force till _____ beyond expiry date of the contract validity.

c. That we shall extend the period of this guarantee if such extension is desired by you or the purchaser and intimated by you or the purchaser and intimated to us in writing.

d. That the enforcement of this guarantee shall be binding on us and on our successor and shall be irrevocable. Our liability under this guarantee is limited to _____ and shall not be beyond the said amount.

2. Any claim under this guarantee must be presented to us before expiry of its validity.

F. We hereby confirm that our bank is a schedule bank in Bangladesh.



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FORMAT OF EUC (DP-8)

"ACCOUNTABLE"

Copy Number 1 of 1

Total Page 01

Government of the People's
Republic of Bangladesh
Directorate General Defence Purchase
Ministry of Defence
Phone:
E-mail:

Reference No _____

END USER CERTIFICATE (EUC)

- F. As per Directorate General Defence Purchase (DGDP), Bangladesh (Service Head Quarters/Organization) Contract No/Purchase No----- dated ----- for the procurement/Repair/Overhaul of items mentioned in paragraph 2 below, the parties involved are:

<u>Principal Supplier</u> (As mentioned in the Contract with address and other Contract information.)	<u>Purchaser</u> (As mentioned in the Contract with address and other Contract information)
<u>Manufacturer</u> (As mentioned in the Contract with address and other Contract information)	<u>Name of End User</u> (Bangladesh Army/Navy/Air Force or as applicable)
	<u>Address of Consignee</u> (As mentioned in the Contract with address and other Contract information)

2. Goods. (as mentioned in the contract, but limited to items for which this EUC is required. Separate Sheets may be enclosed, if required)

- F. The total value of contractual item in.....

- F. It is hereby certified that the above mentioned materials will be supplied for the sole use of the People's Republic of Bangladesh and that it will not authorize the re-export items/ re-sale, re-transfer of the possession of the above items/materials without the prior approval of the Government (name of country of origin).

For and on behalf of the
Government of the People's
Republic of Bangladesh

(Name)
(Rank)
(Designation)

DP-8 (1 of 1)

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