



KHULNA SHIPYARD LIMITED

BANGLADESH NAVY, KHULNA

PHONE NO: PABX 02-47772003
E-mail: oiccomf.ksy@gmail.com, Web: www.khulnashipyard.com

BABE (F) – PT/2024-2025/ 01

DATE: 24 September 2024

INTERNATIONAL TENDER NOTICE

01	Procuring Entity Name	Khulna Shipyard Limited, Bangladesh Navy, Khulna
02	Invitation For	a) Material for Slipways Operating and Loading Carriages. b) Marine Electric Cable.
03	Invitation Reference No.	(a) BABE (F) – M.Slipway Carriage/2024-2025 DATE: 24/09/2024 (b) BABE (F) - 632/ MEC/ 2024-2025 DATE: 24/09/2024
04	Procuring Method	Open Tender (Single Envelop System)
05	Budget & Source of Funds	Own Finance
06	Tender Last Selling Date	30 October 2024
07	Tender Closing Date & Time	Date: 31 October 2024 Time:1115am
08	Tender Opening Date & Time	Date: 31 October 2024 Time:1130am
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, Khilkhet Nama Para, Khilkhet, 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	Each Tender (SL. a, b) Per set 2,000.00 (Tk. Two Thousand) Non-refundable.
11	Contact Details of Official	Mob: +8801674950715 Email: oiccomf.ksy@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 Admin



KHULNA SHIPYARD LIMITED
BANGLADESH NAVY, KHULNA
PHONE NO: PABX 02-4411-0990

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IMPORTANT POINT

1. **TENDER NO: BABE (F)-M.SLIPWAY CARRIAGE/2024-2025 DATE: 24/09/2024.**
2. **DUE FOR OPENING ON: 31 October 2024 (11:30AM).**
3. **NAME OF THE COMMODITY:** Material for slipways operating and loading carriages– (detail specification, terms and condition as per Annex B-1 & B-2).
4. **SOURCE OF FINANCE:** Cash.
5. **TERMS OF SUPPLY:**
 - i) CFR Chattogram Sea Port.
 - ii) The supplier will arrange transportation of all supplied items from Chattogram Sea Port to the buyer's premises Khulna Shipyard Ltd, Khulna (by sea/ road). This transportation cost will be added with sea freight (mentioned at Bill of Lading) that define as total freight charge.
 - iii) Khulna Shipyard will process all customs formalities with C&F cost related duties and taxes except dumping charge (Cargo/ Barge/ Truck/ Trailer loaded from mother vessel).
6. **PRICE:**
 - i) FOB and Ocean freight should be shown separately.
 - ii) Freight should be shown/endorsed on Bill of Lading.
 - iii) Freight will be paid at actual against Bill of Lading but not exceeding the amount shown in quotation/offer.
7. **DELIVERY/SHIPMENT: 06** Months from the date of LC.
8. **TENDER SHOULD REMAIN VALID:** 180 Days from the date of Tender opening date.
9. **THE TENDER DOCUMENTS MUST BE REQUIRED WITH SEAL AND SIGN THEREOF ON EACH PAGE:**

The Khulna Shipyard Ltd., Khulna invites quotation in duplicate (marked as "Original" and "Duplicate") from Manufacturers / Principal Suppliers for supply of the item(s) described in the attached sheet schedule (Annex-B-1 & B-2) on firm CFR Chattogram. 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.
10. **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.

11. **GENERAL:**

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

- i. CONSIGNEE : **MANAGING DIRECTOR
KHULNA SHIPYARD LIMITED
GLADESH NAVY
KHULNA – 9201, BANGLADESH**
- ii. NOTIFYING PARTY : **COMMANDING OFFICER
NAVAL STORES DEPOT,
NEW MOORING, CHATTOGRAM,
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, along with original money receipt to the buyer. If the schedule is not accordingly returned the quotation may not be considered

e. Tenderers may quote price Bangladesh Taka/ US Dollar / in any International trading currency.

f. Tenderers should be confirmed their credit report issued from Tenderers banks and this credit report should be enclosed in the original Tender / quotation otherwise LC opening bank should be arranged to collect this credit report and necessary cost in this respect will be realized from the supplier during LC opening.

g. Tenders should enclose with the quotation the Original Proforma Invoice of their Principal and the Proforma should be based on CFR.

h. Quotation should be strictly in accordance with the following:

(1) Accounting unit prescribed in the Tender enquiry.

(2) Terms of delivery and place of delivery as specified in the Tender enquiry.

i. The name of the manufacturers, principal suppliers and country/countries of origin with port of shipment proposed should invariably be indicated.

j. Tenderers must submit with the quotation the Original Proforma Invoice of their Principals and the Proforma Invoice shall clearly indicate detail technical specification, the percentage of commission, if any, included in Material Price for the local agent. Commission payable to the local agent by the foreign supplier will be deducted and paid to local agent in equivalent Local currency at the average exchange rate on the LC payment date (Be buyer's rate).

k. No claims on the ground of typographical errors in calculating prices would be entertained later and the Tendering firms would be asked under points of penalty and disciplinary action to supply at price they have originally quoted.

l. Tenderers should quote the price as per schedule given in Annex A to this document.

KSY reserve the right to purchase partially or full quantity of the quoted goods.

m. Local Agent/ supplier should also submit along with the tender valid Indenting agent registration certificate issued by the Bangladesh Indenting Agent Association (BIAA), Trade license, and TIN certificate. In absence of original certificate attested Photostat copy by first class officer may serve.

12. **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**.

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

14. **TERMS OF PAYMENT:**

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

a. 80% of total CFR value will be paid on delivery of the items described under the scope of supply and on production of following shipping documents:

- (1) Complete set of original 'Clean on Board' Bill of Lading / mentioning the amount of freight on Bill of Lading,
- (2) Supplier's invoice signed in ink,
- (3) Buyer's authorized satisfactory inspection agent's certificate,
- (4) Certificate of standard test,
- (5) Fax/E-mail/Swift advice for insurance cover,
- (6) Certificate of origin,
- (7) Authorization certificate,
- (8) Certificate showing that the material has been shipped in a non-Israel vessel,
- (9) Undertaking regarding supply/ re-placement of short supplied and defective materials on free of cost demanded by the buyer.

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

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

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

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

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

15. **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.

16. **QUANTITY:**

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

SPECIAL CLAUSE:

17. **PRE-SHIPMENT INSPECTION (PSI)/ FACTORY ACCEPTANCE TEST (FAT):** As mentioned in the tender specification (Annex B-1 article 16).

18. **UNDERTAKING:** The manufacturers/suppliers shall issue a certificate to the 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 material 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.

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

- a. On genuine reasons / grounds beyond the control of the suppliers / contractor, extension of delivery period may, however, be granted by the Purchase Approving Authority (KSY) without realization of any liquidated damage provided validity of their performance guarantee covers such extension.
- b. Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods will be realized from the supplier / contractor.
- c. In specific cases, where delay in shipment is likely to cause dislocation of work or financial loss, or related to the delivery of ships/ handed over of construction work, a higher rate of liquidity damage from 5% to 10% (as decided by KSY) per week or part thereof on the value of the undelivered goods will be charged.
- d. In case of delay in shipment beyond approved timeframe as stated in Clause no. 7, this schedule will be treated as cancelled and the full Performance Guarantee shall also be forfeited as a consequential effect.
- e. Minimum 14 days free time for container shipment at destination port must allow for each shipment.

20. **TERMINATION OF CONTRACT:**

- a. At any time during the period of this contract, the Purchaser shall have the right to cancel contract under following reasons:
 - (1) If the supplier fails to supply the contracted item as per specification given in the purchase order/contract of the contracted item being rejected by the competent technical authority.
 - (2) If the supplier fails to deliver the contracted item within the date specified in the purchase order/contract or any extensions thereof.
 - (3) In the event of breach of any contractual obligations given in the terms and conditions of the purchase order/contract.

- b. Moreover, in case of termination of contract as under this clause the Purchaser shall have the right to decide taking appropriate punitive action against the supplier as deemed suitable by the KSY authority.
- c. Should the suppliers be adjudged insolvent, the buyer shall have the power to terminate the contract.
- d. Decisions under this clause SHALL not be subject to arbitration.
21. **INSURANCE.** After shipment to the destination upto buyers premises (Khulna Shipyard Ltd.), marine insurance of the consignment will be arranged by buyer but considering **insurance charge 0.30% of the total LC Value equivalent of BDT** including VAT, Stamp & all related charge will be paid by foreign principal/ local agent (supplier) at LC opening. Quotation should, therefore, be included with the insurance charges.
22. **EARNEST MONEY.** All bidders must submit earnest money BDT 5,00,000.00 (Five Lac) or equivalent US Dollar / in any International trading currency favoring Khulna Shipyard Ltd.(KSY). Khulna, in the form of Bank Draft / Pay Order / Bank Guarantee which will be issued by any scheduled bank of Bangladesh. In case bank guarantee is submitted, the same should remain valid for 90 days from the date of opening of the Tender. Neither any inland cheque for a cheque /guarantee issue by Bank of foreign countries will be entertained. Earnest money is liable to forfeiture if the bidder for any reason whatsoever withdraws or modifies its Tender; or violates the terms after opening of the Tender and before expiry of the validity of the Tender; or fails to furnish the required performance bond within the stipulated time after issuance of letter of intent. Bid bond/earnest money of unsuccessful Tenderer would be returned once a decision of the Tender is made. A Tender not accompanied by earnest money/bid bond would be rejected as non-responsive. Bid bond of the successful bidder shall be returned after furnishing performance bond. A specimen copy of bid bond is enclosed herewith as Annex-C.
23. **PERFORMANCE BOND.** The successful Tenderer will be required to furnish performance bond to the extent 10% of the total value either in the form of pay order or bank guarantee from any scheduled bank of Bangladesh for the satisfactory execution of the order. The submitted bank guarantee must remain valid 06 (Six) months beyond the day of shipment. Performance bond must be furnished within 10 (Ten) day's from the date of letter of intent. It will be liable for forfeiture if the supplier fails to supply the goods within the specified time or commits any breach of contract. The Performance Guarantee will be released after satisfactory inspection (quantity, quality and weight) by Khulna Shipyard Limited Quality Control committee and in presence of supplier's representative at Khulna Shipyard Premises. The buyer shall have the right to forfeit the performance guarantee for failure of the supplier in fulfilling the terms and conditions of this contract partially or wholly, besides taking any other action against the supplier that may be warranted. A specimen copy of performance bond is enclosed herewith as Annex-D.
24. **WARRANTY:** As mentioned tender specification Annex B-1 article 17 & B-2 article 12.
25. **GUARANTEE FOR WARRANTY:** The Supplier shall furnish to buyer a bank guarantee for warranty (for the contracted item) after satisfactory handing over of the Material for an amount equivalent to 10% of the contract price, which shall remain valid until expiry date of the warranty period.
26. **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.
27. **INCREASE OR DECREASE IN QUANTITY OF CONTRACT:** The buyer reserves the right at the time of award of contract, with no adjustment in unit price (bid), to increase or

decrease the quantity tendered. The buyer also reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission.

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

28. **COMPLIANCE STATEMENT.** A compliance statement considering all clauses of Technical and Financial (as per ANNEX-A including relevant information a tabular format) fulfilling all the given requirement of the specifications is to be submitted for evaluation of the Tenders. Stating mere 'Yes', 'No' "Complied" will not suffice and detailed description/ information as required is to be given. An incomplete compliance statement may attribute to cancellation of the Tender. If any clause of this specification does not commensurate with tender, the deviation has to be spelt out clearly and reasonably. **Information/ document/ certificate/ data shared by the bidder must be genuine which can be cross-checked through authentic website information.** Before giving purchase order, KSY may ask any type of technical, financial, administrative queries to the tender. Tender will provide all information/ document/ data to comply KSY's requirement immediately.

29. **DISQUALIFICATION OF OFFER:**

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

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

30. **TAXES, DUTIES AND DELAY DOCUMENTS:**

a) All Customs duties, taxes and other charges (C&F charge, port charge etc. except dumping charge (Cargo/ Barge/ Truck/ Trailer loaded from mother vessel)) levied on the goods by authorities in buyer's country shall be borne by the buyer and shall not be included in the bid price.

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

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

31. **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.

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-1 & B-2) | - 06 pages |
| D. | Format of Bank Guarantee in Lieu of Earnest Money (Annex-C) | - 01 page |
| E. | Format of Performance Bank Guarantee (Annex-D) | - 01 page |



KHULNA SHIPYARD LTD.

BANGLADESH NAVY, KHULNA

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ANNEX-A

SCHEDULE TO TENDER ENQUIRY NO: BABE (F)-M.SLIPWAY CARRIAGE/2024-2025 DATE:

24/09/2024. TENDER OPENING DATE: 31 October 2024 AT 1130 AM HOURS

The Complete Items:

Sr No	DESCRIPTION OF ITEM (As per Annex- B-1)	Quantity	Material Price	LC commission (Itemize)	Insurance cost (Itemize)	Freight (Itemize)	Total Price
1.	MS Plates	197 M. Ton					
2.	MS Rivet	24,555 Pcs					
3.	MS Angle	61 M. Ton					
4.	MS H Beam	13 M. Ton					
5.	MS C Channel	17 M. Ton					
	DESCRIPTION OF ITEM (As per Annex- B-2)						
6.	Rail Line Track	400 Meter					

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

Yours quotation No.

Signature, Name and address of the tenderer:

Date:

Terms of delivery:

Telephone No:

SPECIFICATION OF MATERIAL FOR SLIPWAY OPERATING AND LOADING CARRIAGE

1. **Name.** Material for slipway operating and loading carriage.
2. **Purpose.** The existing age old slipway operating and loading carriage will be replaced by similar type carriages, Khulna Shipyard will rebuild the carriages using the specified supply materials. The slipway carriage will be used to dock and undock vessels of 1000 light weight tonnage at KSY premises. All materials should be marine grade.
3. **Quantity.** As specified at para 13
4. **Country of Origin.** USA/UK/Canada/Australia/Japan/EU/ Korea and China (name of country to be mentioned).
5. **Manufacturing Country.** USA/UK/Canada/Australia/Japan/EU/ Korea and China (name of country to be mentioned).
6. **Manufacturer.** To be mentioned (name and full address).
7. **Year of Manufacture.** 2024 or later. The item should be brand new and original.
8. **Certificate/ Document of Authentication.** The local supplier must provide following original certificate(s)/ document(s) with the offer/ quotation of items as regard to the genuinity of source and item(s) in order to establish chain of links from the original source to supply items:
 - a. One certificate/ document by the manufacturer in favour of the supplier (in case of manufacturer as direct source).
 - b. Two certificates/ documents, one by the manufacturer to authorized agent and other by the authorized agent to supplier (in case of authorized agent as immediate source).
 - c. Three certificates/ documents, first one by manufacturer to authorized agent, second one by authorized agent to sub-agent and third one by sub-agent to supplier (in case sub-agent as immediate source). If the supplier is unable to obtain the first certificate (by manufacturer to authorized agent), then it has to produce relevant document to prove agency-ship of its claimed agent of the recognized manufacturer.
9. **Scope of Supply.** Materials for loading and operating carriage (Plate, Angle, H Beam, C Channel and Rivet etc.) as described at para 13.
10. **Standard.** The materials are to be of ASTM or equivalent standards. The standards to which the quoted materials for slipway carriage complied with are to be specified. All the materials and equipments are to be classification society certified and class certificates are to be submitted. All materials should be of marine grade.
11. **Ambient Condition.** The ambient conditions at which the slipway carriages will be used are as follows:

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

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

a)	<u>Operating Carriage</u> Length Overall Breadth	: 270'-00" : 19'-00"
b)	<u>Loading Carriage</u> Length Overall Breadth	: 270'-00" : 25'-00"

13. **Technical Specification.** Material of Loading and Operating Carriage are as follows:

(1). MS Plates.

Ser	Description	Thickness (mm)	Size (m x m)	Total Weight (Metric Ton)	Material Grade
1.	Ms plate	6	12 x 2.5	2	ASTM A709 HPS 70W
2.	Ms plate	8	12 x 2.5	9	ASTM A709 HPS 70W
3.	Ms plate	10	12 x 2.5	71	ASTM A709 HPS 70W
4.	Ms plate	12	12 x 2.5	41	ASTM A709 HPS 70W
5.	Ms plate	16	12 x 2.5	30	ASTM A709 HPS 70W
6.	Ms plate	20	12 x 2.5	26	ASTM A709 HPS 70W
7.	Ms plate	25	6.0 x 2.0	12	ASTM A709 HPS 70W
8.	Ms plate	75	2.44 x 1.22	2	ASTM A709 HPS 70W
9.	Ms plate	160	2.44 x 1.22	4	ASTM A709 HPS 70W
Total				197 Metric Ton (Approximate)	

(2). MS Rivet.

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

(3). MS Angle.

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

(4). MS H Beam.

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

	Face 200 x 16 mm	16	200		(Approximate)	
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(5). MS C Channel.

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

Note:

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

Terms & Conditions of Mild Steel Material:

- a. All individual MS Material should have ASTM or equivalent standards stamped. Heat No or Batch No and Grade shall be stencilled/die punched by the relevant Standard.
- b. Original mill test certificate is to be supplied along with shipping documents. It is to be verified and approved by marine classification society (BV, LR, DNV, ABS). Heat number or batch number is also to be engraved on plate along with class stamp. However, a sample mill test certificate (previously supplied to a customer by the mentioned OEM) is to be provided during submission of offer.
- c. All the materials are to be tested by ASTM or equivalent standards and test certificate endorsed by Standard showing Heat No and Batch is to be submitted along with shipping documents. However, a sample test report (previously supplied to a customer) is to be provided during submission of offer.
- d. Manufacturer certificate regarding the chemical composition and mechanical properties is to be provided along with shipping document. It is to be verified and approved by marine classification society (BV, LR, DNV, ABS).
- e. Each MS material is to be shop primed before shipment. The quoted price is to include the cost.
- f. Plus/Minus 0.1 (point one) percent tolerance will be allowed on Length and breadth. Negative allowance will not be permitted on thickness of the plates.
- g. Weight of the supplied material will be calculated as per theoretical weight basis. During calculation of theoretical weight, fraction of plate thickness is not countable/ allowable. The lower integer number will be used for calculation of theoretical weight.
(For an Example, the theoretical weight of 01 piece 12 m x 2.5 m x 6mm size MS Plate will be $12 \times 2.5 \times 6 \times 7.85 \text{ kg} = 1413 \text{ kg} = 1.413 \text{ M Ton}$)
- h. An article wise compliance statement is to be submitted along with the offer.
- i. If any pitted or 2nd hand MS plate is found during mustering at KSY premises, the pitted or 2nd hand material will not be acceptable at all. Supplier will undertake the full responsibility to supply or replace the pitted or 2nd hand material by new one.
- j. The intended mill should be class approved and related certificate of steel mill are to be submitted with tender submission along with steel mill name, full address, mobile number (WhatsApp) of focal person and email address.

- k. The atmospheric corrosion resistance index should be ≥ 6.0 .
14. **Certificates.** The manufacturer must provide a certificate for carriage materials as per ASTM or equivalent standards (as applicable) as following:
- As mentioned in Terms & conditions of Mild Steel Material.
 - Load carrying certificates.
 - Others Certificates as per standard practice and classification rules (e.g. Manufacturer authentication, Warranty, Shelf life, Manufacturer's quality etc.).
15. **Inspection and Acceptance.** The manufacturer shall carryout inspection of the relevant materials as per ASTM or equivalent standards rules before shipment and provide certificate to that effect as per paragraph 14. Moreover PSI will be carried out in accordance with paragraph 16 before the shipment.
16. **Pre Shipment Inspection (PSI).**
- Pre Shipment Inspection (PSI) will be carried out by 02 x buyer's representatives for a duration of 03 (three) days excluding journey period, at buyer's expenses. The supplier should inform the buyer about the date and schedule of PSI at least 08 (eight) weeks prior to the date of commencement of the said PSI. After inspection a joint inspection report will be prepared and signed by both the seller and buyer's representatives.
 - Due to unavoidable situation or force majeure if buyer representatives as stated in 16(a) cannot carry out PSI the buyer will engage third party for comprehensive inspection of the materials regarding the quality, quantity, material standard as per the paragraph 14. The authorized third party and / or their accredited agent will carry out PSI and a joint inspection report will be prepared and action will be taken as stated in paragraph 16. Supplier will be liable to pay the expenses for rejected stores and also for such inspection, which will become payable to the inspector due to multiple intervention/ visits or fruitless visits. The third party inspector should be provided will all facilities to carry out their job smoothly and without interference. PSI Charge to be borne by KSY.
17. **Warranty.** 12 months warranty is to be given by the manufacturer. In case of any defect, the supplied materials are to be replaced by the supplier within this warranty period. For warranty replacement, the supplier will collect the defective items from Khulna Shipyard Limited (KSY), Khulna and resupply the same to collecting place within 03 (three) months.
18. **Shelf Life.** 10 (Ten) years from the date of acceptance.
19. **Validity of Offer.** The offer should remain valid for at least 180 days.
20. **Condition for Acceptance of Quotation.** Quotation has to have supporting documents (all required certificates as mentioned before, booklets, leaflet, catalogue, brochure etc) having detailed particulars of the material for Slipway Carriage. If detailed information regarding specifications, maker's books and catalogue of materials etc. are not provided; the offer will not be accepted.
21. **Compliance Statement.** A compliance statement (in a tabular format) fulfilling all the given requirement of the specifications is to be submitted for evaluation of the offers. Stating mere 'Yes', 'No' "Complied" will not suffice and detailed description/ information as required is to be given. An incomplete compliance statement may attribute to cancellation of the offer. If any clause of this specification does not commensurate with offer the deviation has to be spelt out clearly and reasonably.

SPECIFICATION OF RAIL LINE TRACK FOR FABRICATION SHED CRANE

1. **Name of the Material.** Rail Line Track
2. **Purpose.** The existing rail line tracks will be replaced with similar type rail line tracks due to old age, KSY will rebuild the tracks using the supplied materials.
3. **Quantity.** 400 m.
4. **Country of Origin.** USA/UK/Canada/Australia/Japan/EU/ Korea & China (name of country to be mentioned).
5. **Manufacturing Country.** USA/UK/Canada/Australia/Japan/EU/ Korea & China (name of country to be mentioned).
6. **Manufacturer.** To be mentioned (name and full address to be mentioned).
7. **Year of Manufacture.** 2024 or later. The item should be brand new and original.
8. **Certificate/ Document of Authentication.** The local supplier must provide following original certificate(s)/ document(s) with the offer/ quotation of items as regard to the genuinely of source and item(s) in order to establish chain of links from the original source to supply items:
 - a. One certificate/ document by the manufacturer in favour of the supplier (in case of manufacturer as direct source).
 - b. Two certificates/ documents, one by the manufacturer to authorized agent and other by the authorized agent to supplier (in case of authorized agent as immediate source).
 - c. Three certificates/ documents, first one by manufacturer to authorized agent, second one by authorized agent to sub-agent and third one by sub-agent to supplier (in case sub-agent as immediate source). If the supplier is unable to obtain the first certificate (by manufacturer to authorized agent), then it has to produce relevant document to prove agency-ship of its claimed agent of the recognized manufacturer.
9. **Standard.** The materials are to be of JIS or equivalent standards. The standards to which the rail line track complied with are to be specified. The materials are to be classification society standard and class certificates are to be submitted as and where applicable.

10. **Technical Specification.****Rail Line Track.**

Ser	Description	Width (mm)	Length Per Pc (m)	Total Length (m)	Total Weight (tonne)	Rail Track Grade	Remarks
1.	Rail line track Head Width	60.33	10	400	12.04	JIS 30A rail	Rail line track cross section drawing to be provided
2.	Rail line track Height	107.95					
3.	Rail line track Base Width	107.95					

Note:

1. The size of rail line track may vary as per the manufacturer's standard production size and the quantity of the above mentioned items may vary $\pm 0.1\%$ as required for advantageous packing.

Terms & Conditions of Rail Line Track:

- a. Rail line track should have JIS or equivalent standards stamped. Heat No or Batch No and Grade shall be stencilled/die punched by the relevant Standard. However, one of the mill test certificates is to be provided during submission of offer.
- b. Mill test certificate is also to be supplied along with shipping documents. It is to be verified and approved by marine classification society (BV, LR, DNV, ABS). Heat number or batch number is also to be engraved on plate along with class stamp. However, a sample mill test

certificate (previously supplied to a customer by the mentioned OEM) is to be provided during submission of offer.

- c. All the materials are to be tested by JIS or equivalent standards and test certificate endorsed by Standard showing Heat No and Batch is to be submitted along with shipping documents. However, a sample test report (previously supplied to a customer) is to be provided during submission of offer.
- d. Manufacturer certificate regarding the chemical composition and mechanical properties is to be provided along with shipping document. It is to be verified and approved by marine classification society (BV, LR, DNV, ABS).
- e. Weight of the supplied material will be calculated as per theoretical weight basis.
- f. Material of rail track will be 55Q or equivalent.
- g. If any pitted or 2nd hand MS plate is found during mustering at KSY premises, the pitted or 2nd hand material will not be acceptable at all. Supplier will undertake the full responsibility to supply or replace the pitted or 2nd hand material by new one.
- h. The intended mill should be class approved and related certificate of steel mill are to be submitted with tender submission along with steel mill name, full address, mobile number (WhatsApp) of focal person and email address.

11. **Certificates.** The manufacturer must provide a certificate for rail line track as per JIS or equivalent standards (as applicable) as following:

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

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

13. **Shelf Life.** 10 (Ten) years from the date of acceptance.

14. **Condition for Acceptance of Quotation.** Quotation has to have supporting documents (all required certificates as mentioned before, booklets, leaflet, catalogue, brochure, rail line track cross section drawing, sample mill test certificate etc) having detailed particulars of the material for rail line track. If detailed information regarding specifications, maker's books and catalogue of materials, rail line track cross section drawing, sample mill test certificate etc. are not provided; the offer will not be accepted.

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

BANK GUARANTEE IN LIEU OF EARNEST MONEY

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 5,00,000.00 (Five Lac) or equivalent US Dollar / in any International trading currency as earnest money by the tenderer for making the supplies in accordance with the terms and conditions of the tenderer and the tenderer shall provide a bank guarantee for payment for the said amount.

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

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

1. To make payment without any question whatsoever of US\$/ Tk to.....(Name of organization) or as directed by the organization immediately on receipt of demand from the said, organization in writing, in the event the tenderer fail to perform the tender. It is expressly understood that the organization shall be the sole judge for-deciding whether the tenderer has performed the tender and fulfilled the terms and conditions of the tender.
2. It is specially stipulated and understood by the bank that any grant of time or indulgence to the tenderer without reference to the bank shall not in any manner tent to absolve the bank from its liability to make the payment stipulated above under this guarantee.
3. The Bank's commitment under this guarantee is limited to an amount of US/ Taka..... (.....) only.
4. The guarantee will remain valid upto

Yours faithfully

(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 hereinafter called the contract with (name of the sellers) of hereinafter referred to as the sellers for the supply of (described supplies) in accordance with the terms and conditions of the contract. And whereas the sellers have requested us (name of bank) to issue a guarantee for an amount of US\$ / £ / EURO / TK..... being 10% of the value of the supplies.

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

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

To keep guarantee valid and in force for 06 (Six) months beyond the day of shipment but extendable if so required by the buyers.

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

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

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

Yours faithfully

..... Bank

(Seal of the Bank)