



KHULNA SHIPYARD LIMITED **BANGLADESH NAVY, KHULNA**

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

BABE (F) – 36/2024-2025

DATE: 07 October 2024

INTERNATIONAL TENDER NOTICE

01	Procuring Entity Name	Khulna Shipyard Limited, Bangladesh Navy, Khulna
02	Invitation For	55 M. Ton BV/ABS/LR class Approved MS Plate
03	Invitation Reference No.	BABE (F) – 36/2024-2025 DATE: 07/10/2024
04	Procuring Method	Open Tender (Single Envelop System)
05	Budget & Source of Funds	Own Finance
06	Tender Last Selling Date	13 November 2024
07	Tender Closing Date & Time	Date: 14 November 2024 Time:1115am
08	Tender Opening Date & Time	Date: 14 November 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	Per set 1,000.00 (Tk. One 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 02-47772003

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

IMPORTANT POINT

1. **TENDER NO: BABE (F) – 36/2024-2025 DATE: 07 October 2024.**
2. **DUE FOR OPENING ON: 14 November 2024.**
3. **NAME OF THE COMMODITY: BV/ABS/LR class Approved MS Plate as per Annex- B.**
4. **SOURCE OF FINANCE: Khulna Shipyard Limited Fund.**
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:** 60 Days from the date of letter of credit (LC).
8. **TENDER SHOULD REMAIN VALID:** 45 Days from the date of Tender on opening date.
09. **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) 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 / email / KSY website or by cable to all prospective bidders who have received Tender documents and the same will be binding on them.
 - c. In order to allow the prospective bidders reasonable time to take the amendment into account in preparing their bids, the purchaser may at its sole discretion extend the deadline for submission of bids.

PREPARATION AND SUBMISSION OF TENDER

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 : **THE MANAGING DIRECTOR
KHULNA SHIPYARD LIMITED
BANGLADESH 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 exchange rate on the Purchase Order date (bank BC selling 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% (per quarter) 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 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 & Discrepancy 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 CLAUSES

17. **PRE SHIPMENT INSPECTION (PSI):** Comprehensive inspection of the stores regarding quality, specifications, quantity and supervision of the ship/ loading port will be carried out prior to shipment by our nominated inspection company or their accredited agent who will issue an inspection certificate in token of their having carried out the inspection. Suppliers/manufacturers name and full address with the name and address of the supplier, if any should be intimated to the inspection agent. Supplier will be liable to pay the expenses for rejected stores and also for such inspection, which will become payable to the inspection due to multiple intervention/visits and/ or fruitless visits the call of and to suit the convenience of the supplier. The inspector should be provided with all facilities to carry out their job smoothly and without interface. The provisions laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of discharge. Charge to be borne by the buyer.

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

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 05% 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 2,50,000.00 (Two Lac Five Thousand) or equivalent US Dollar / in any International trading currency favoring Khulna Shipyard Ltd.(KSY). Khulna, in the form of Bank Draft / Pay Order / Bank Guarantee which will be issued by any scheduled bank of Bangladesh. 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 LC value either in the form of pay order or bank guarantee from any scheduled bank of Bangladesh for the satisfactory execution of the order. The submitted bank guarantee must remain valid 06 (Six) months beyond the day of shipment. Performance bond must be furnished within 10 (Ten) day's from the date of letter of intent. It will be liable for forfeiture if the supplier fails to supply the goods within the specified time or commits any breach of contract. The Performance Guarantee will be released after satisfactory inspection (quantity, quality and weight) by Khulna Shipyard Limited Quality Control committee and in presence of supplier's representative at Khulna Shipyard Premises. The buyer shall have the right to forfeit the performance guarantee for failure of the supplier in fulfilling the terms and conditions of this contract partially or wholly, besides taking any other action against

the supplier that may be warranted. A specimen copy of performance bond is enclosed herewith as Annex-D.

24. **INDEMNITY.** The supplier has to indemnify the buyer against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design etc and shall take all risk of accidents or damage which may cause or failure of the supply from whatever cause arising and take entire responsibility for the sufficiency of the means used by the supplier for the fulfillment of the contract.

25. **INCREASE OR DECREASE IN QUANTITY OF CONTRACT:** The buyer reserves the right at the time of award of contract, with no adjustment in unit price (bid), to increase or decrease the quantity Tendered. The buyer also reserves the right to accept or reject any or all the Tenders or to waive any informality, minor deviation or omission.

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

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

27. **DISQUALIFICATION OF TENDER:**

- a. Any addition or alteration to the specification or rate quoted by a firm in the Tender after not only be ignored but should also render the firms liable to disqualification.
- b. Any Tender received late and not strictly confirming to the terms and conditions prescribed in this Tender documents not accompanied with the requisite earnest money and the money receipt of Tender price and registration certificate may be liable for rejection.

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

- a) All Customs duties, taxes and other charges (C&F charge, port charge etc. except dumping charge (Cargo/ Barge/ Truck/ Trailer loaded from mother vessel)) levied on the goods by authorities in buyer's country shall be borne by the buyer and shall not be included in the bid price.
- b) Charges of such nature in seller's country or in any country other than the buyer's country shall be borne by the sellers.
- c) In the event of any delay in dispatch of the shipping documents or their incorrect preparation, the supplier shall be responsible for any demurrage, extra handling charges or any other expense arising there from.

29. **BREACH OF CONTRACT.** On any breach of contract by the seller, the buyer may recover the actual loss suffered and the amount may be realized by encashing the performance guarantee.

30. **APPLICABLE LAW.** The purchase order shall be interpreted in accordance with the law of the buyer's country.

31. **FORCE MAJEURE.** Should any circumstance arise preventing either contracting party from wholly or partly carrying its obligations under the present contract, namely Natural

Calamity, Strike, Riots, firm acts and elements of War, Military Operation of any, Nature, 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.

32. **ARBITRATION.** In the event of any dispute or difference arising out of the terms and conditions as specified above, the same shall be referred to the award of a sole Arbitrator appointed by the parties on mutual agreement, failing which it shall be referred to the award of the two Arbitrators, from each side (buyer and seller), or in the case of disagreement between the two arbitrators to the award of an umpire to be appointed by the two arbitrator in writing before proceeded on the reference of the decision of the sole arbitrator or of the two arbitrator in the writing before proceeded on the reference of the decision of the sole arbitrator or of the two Arbitrators or the umpire as the case may be shall be final, conclusive and binding upon the parties. The provisions of the arbitration Act 2001 and rules there under and any statutory modification there of shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh any statutory modification enactment thereof for the time being in force in Bangladesh shall apply to the arbitration proceeding.

The above terms and conditions are not absolute, the Khulna Shipyard Ltd., Bangladesh Navy, reserves the right to incorporate additional terms and conditions, if necessary. The Khulna Shipyard Ltd., BN also is not bound to accept the lowest Tender and reserves the right to reject any or all Tenders without assigning any reason whatsoever.

Yours faithfully

SK. SHAH MOSHIUR RAHMAN
OIC, Commercial Foreign
For Managing Director

Enclosure:

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



KHULNA SHIPYARD LTD.

BANGLADESH NAVY, KHULNA

PHONE NO: PABX 02-477720003

E-mail: oiocomf.ksy@gmail.com, Web: www.khulnashipyard.com

ANNEX-A

SCHEDULE TO TENDER ENQUIRY NO: BABE (F)- 36/2024-2025 DATED: OCTOBER 2024

OPENING DATE 14 NOVEMBER 2024 AT 1130 HOURS

CLASS APPROVED MS PLATE (MARINE GRADE-A):

Sr No	DESCRIPTION OF ITEM (As per Annex- B)	Classification Society (BV/ ABS/ LR)	Weight (Ton) Not more than	Material Price (Per Ton)	LC commission (Itemize)	Insurance cost (Itemize)	Freight (Itemize)	Total Price
1.	6000 x 2000 x 100		30					
2.	6000 x 2000 x 80		25					

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

Yours quotation No.

Signature, Name and address of the tenderer:

Date:

Terms of delivery:

Telephone No:

TECHNICAL SPECIFICATION OF M.S. PLATE

DESCRIPTION OF GOODS			QUANTITY
Ser	Description of Material	Size (mm)	Weight (Ton) Not more than
i	BV/ ABS/ LR class approved MS Plate (Marine Grade-A)	6000 x 2000 x 100	30
ii		6000 x 2000 x 80	25
Total:			55

Following conditions will be applicable for all MS Plate

1. 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.
2. All steel will be of marine type, Grade-A. Each MS plate must have a punched Heat number and Batch number duly stamped by the International Classification Society (BV/ ABS/ LR).
3. All the materials (Grade-A, Marine type) are to be tested by BV/ ABS/ LR classification Society and test certificate endorsed by the BV/ ABS/ LR showing Heat No and Batch No is to be submitted along with shipping documents. A sample certificate (previously supplied to a customer by the mentioned OEM) is to be provided during submission of offer.
4. Mill test certificate endorsed by BV/ ABS/ LR is to be supplied along with shipping documents. However, a sample mill test certificate (previously supplied to a customer by the mentioned OEM) is to be provided during submission of offer.
5. Manufacturer certificate regarding the chemical composition and mechanical properties is to be provided along with shipping documents. However, a sample Manufacturer certificate (previously supplied to a customer by the mentioned OEM) is to be provided during submission of offer.

6. Plus/minus 0.1(Point One) percent tolerance to be allowed on Length and breadth. In case of thickness, positive thickness is acceptable but not countable with the weight calculation. On the other hand, Negative thickness is not acceptable at all.
7. Weight will be counted as per theoretical weight basis. During theoretical weight measurement, fraction of thickness is not countable and the density of MS steel will be considered 7850 kg/m³.
8. Each plate is to be without shop primed before shipment.
9. 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.

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
2,50,000.00 (Two Lac Five Thousand) or equivalent US Dollar / in any International
trading currency as earnest money by the tenderer for making the supplies in accordance
with the terms and conditions of the tenderer and the tenderer shall provide a bank
guarantee for payment for the said amount.

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

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

1. To make payment without any question whatsoever of US\$/ Tk
..... to.....(Name of organization) or as directed by the
organization immediately on receipt of demand from the said, organization in writing, in
the event the tenderer fail to perform the tender. It is expressly understood that the
organization shall be the sole judge for-deciding whether the tenderer has performed the
tender and fulfilled the terms and conditions of the tender.

2. It is specially stipulated and understood by the bank that any grant of time or
indulgence to the tenderer without reference to the bank shall not in any manner tent to
absolve the bank from its liability to make the payment stipulated above under this
guarantee.

3. The Bank's commitment under this guarantee is limited to an amount of US/
Taka..... (.....) only.

4. The guarantee will remain valid upto.....

Yours faithfully

..... Bank

(Seal of the Bank)

PERFORMANCE BANK GUARANTEE

Managing Director
Khulna Shipyard Limited
Bangladesh Navy
Khulna, Bangladesh

Bank Guarantee No.....
Dated:
For (Mention amount)

Dear Sirs,

Whereas Khulna Shipyard Ltd., Bangladesh Navy, Khulna hereinafter referred to as the buyers proposed to enter into a contract through a Letter of 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 LC 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)