



TENDER DOCUMENT FOR FOREIGN PURCHASE
DOCKYARD & ENGINEERING WORKS LTD
BANGLADESH NAVY
SONAKANDA, BANDOR, NARAYANGANJ
Phone: 880-02-7661480, Fax: 8802223303501
Web: www.dewbn.gov.bd, E-mail-commercial@dewbn.com

Cost of tender document Tk. 1,000.00 (Tk. five thousand only) per set (Non-refundable)

**RE-TENDER DOCUMENTS FOR PURCHASE OF MS SOLID ROUND BAR (LR) SHIPBUILDING
QUALITY, GRADE-A AND MS & SS PIPE (LR) SHIPBUILDING QUALITY**

RE-TENDER ENQUIRY NO- 06.02.6758.165.07.193.23.1428 DATE: 05 MARCH 2023

DUE FOR OPENING ON: 20 MARCH 2023 TIME: 12:30 PM



IMPORTANT POINT

1. **RE-TENDER NO:** 06.02.6758.165.07.193.23.1428 Date: 05 March 2023
2. **DUE FOR OPENING ON:** 20 March 2023 Time: 12:30 PM
3. **PRICE OF TENDER DOCUMENTS:** 1,000.00 (Taka One thousand only)
4. **EARNEST MONEY:** 1% (one) of the total quoted CFR value either in Bangladesh currency or equivalent USD/EURO/GBP etc favoring Dockyard & Engineering Works Ltd in the form of Bank Draft/Pay Order/Bank Guarantee.

5. **NAME OF THE COMMODITY:**

a. **MS Solid Round Bar (LR) Grade - A, shipbuilding quality**

Ser	Size	Class	Grade	Quantity	
				(Meter)	(M Tons)
1.	SRB 25 (dia 25 mm)	LR	A	850.00	3.50
2.	SRB 30 (dia 30 mm)	LR	A	800.00	4.50
3.	SRB 50 (dia 50 mm)	LR	A	100.00	1.60
TOTAL				1750.00	9.60

b. **MS & SS Pipe (LR), shipbuilding quality**

Ser	Size	Wall thickness	Class	Schedule	Quantity	
					(Meter)	(M Tons)
1.	DN 100 (OD 114.3)	8.56 mm	LR	80	100.00	2.25
2.	DN 100 (OD 114.3)	17.12 mm	LR	XXS	50.00	2.10
3.	DN 125 (OD 141.3)	9.53 mm	LR	80	100.00	3.10
4.	DN 150 (OD 168.3)	10.97 mm	LR	80	25.00	1.10
5.	DN 250 (OD 273.1)	25.40 mm	LR	140	25.00	3.90
6.	DN 300 (OD 323.9)	17.48 mm	LR	80	100.00	13.25
7.	DN 450 (OD 457.2)	34.93 mm	LR	120	50.00	18.20
8.	DN 150 (OD 168.3) Stainless Steel pipe	7.11 mm	LR	40	75.00	2.20
TOTAL					525.00	46.05

* Year of Steel material production should be of 2022.

* Bend in MS Solid Round Bar and MS & SS Pipe (beyond IACS standard) or pitting/rust in material will not be accepted.

6. **SOURCE OF FINANCE:** Cash.

7. **TERMS OF SUPPLY:** CFR Chattogram

8. **Price:**

- a) Materials and freight should be shown separately.
- b) Freight should be shown/ endorsed on bill of lading.
- c) Freight will be paid at actual against Bill of lading but not exceeding the amount shown in quotation/ offer.

9. **Delivery/ Shipment:** 30 days after receiving LC.

10. **TENDER SHOULD REMAIN VALID:** 15 days from the date of opening.

11. **THE TENDER DOCUMENTS MUST BE WITH SEAL AND SIGN THEREOF ON EACH PAGE:** The Dockyard & Engineering Works Ltd, BN, Narayanganj invites quotation in duplicate (Marked as "Original" and "Duplicate") from Manufactures/ Principal Suppliers for Supply of the item(s) described in the attached sheet schedule (Annex-A) on firm CFR Chattogram. Quotations will be received by this office up to 12:15 A.M. and will be Opened 12:30 AM in Public on the date specified above.

12. **AMENDMENTS TO TENDER DOCUMENTS:**

- a. At any time prior to deadline for submission of bids the purchaser may, for any reason, whether of its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by the amendment(s).
- b. The amendment(s) will be notified in writing by letter/email or by cable to all prospective bidders who have purchased tender documents and the same will be binding on them.
- c. In order to allow the prospective bidders reasonable time to take the amendment into account in preparing their bids, the purchaser may at its sole discretion extend the deadline for submission of bids.

PREPARATION AND SUBMISSION OF QUOTATION

13. **GENERAL:**

- a. Offers are to be dropped in the tender box provided for the purpose at the office of DOCKYARD & ENGINEERING WORKS LTD, BANGLADESH NAVY, NARAYANGANJ
- b. Tender number and opening date as above should be written on the envelope. The envelope containing quotation should be sealed and addressed as follows:

**THE MANAGING DIRECTOR
DOCKYARD & ENGINEERING WORKS LTD
BANGLADESH NAVY
SONAKANDA, BANDOR
NARAYANGANJ, BANGLADESH**

Tender number 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 tender to THE MANAGING DIRECTOR, DOCKYARD & ENGINEERING WORKS LTD, BANGLADESH NAVY, SONAKANDA, BANDOR, NARAYANGANJ, 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. Tenders should enclose with the quotation the original Pro-forma Invoice of their principal and the Pro-forma should be based on **FIRM CFR PRICE.**

g. 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.

h. 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 Pro-forma Invoice of their principals and the Pro-forma Invoice shall clearly indicate detail technical specification, the percentage of commission, if any, included in CFR price for the local agent. Commission payable to the local agent by the foreign supplier will be deducted and paid to local agent in equivalent local currency at the exchange rate at which the bill of exchange is negotiated. **Buyers will not pay any extra Commission or otherwise to the local Agent.**

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

l. Indenting agent should also submit along with the tender valid registration certificate issued by the CCI & E and Bangladesh bank permission. In absence of original certificate photo state copy may serve.

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

n. Tenderers should submit a certificate along with the offer to the effect that they have gone through the instructions and terms and conditions stipulated in the tender documents and have accepted them into. **As a token of such acceptance each page of this tender documents must be signed by the supplier with their SEAL.** If the tender documents are not received accordingly, the quotation may not be considered. In case of disagreement on any point this must be stated clearly in a separate sheet. Tenderers must give full and detailed specification of the items they like to offer. Expressing like as per your specifications should be avoided and will be treated as disqualification.

14. **CONTRACT:** The terms and conditions of the tender document shall form an integral part of the contract/ purchase order document. The tenderer is requested to check this set of tender documents in order to ensure proper compliance and the "Form of Acknowledgement" along with the "Certificate as to **Corporate Principal**" Where applicable, duly filed in be returned along with **tender**.

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

16. **TERMS OF PAYMENT:** Necessary L/C is to be opened in favour of the principal supplier but payment will be made as per following terms:

- a. 80% of total CFR value is to be paid on production of necessary shipping documents including bill of entry.
- b. Remaining 20% L/C amount will be paid after actual weight, acceptance and satisfactory at DEW premises.
- c. Following documents are to be provided for payment:

- (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) Supplier's Packing list signed in ink,
- (4) Authorized inspection agent's certificate,
- (5) Certificate of classification society LR Grade-A
- (6) Manufacturer Test Certificate
- (7) Mill Test Certificate
- (8) Fax/E-mail/Swift advice for insurance cover,
- (9) Certificate /Country of origin,
- (10) Certificate showing that the material has been shipped in a non - Israel vessel,

d. Bank charges in Bangladesh for opening of L/C shall be borne by the buyer. Any Bank Charge for revalidation or amendment of the L/C on the request of the supplier shall be exclusively borne by the beneficiaries and not by the DOCKYARD & ENGINEERING WORKS LTD. Confirmation of letter of credit by foreign bank will not be entertained.



- e. Bank charge for withdrawal against L/C established by buyer will be borne by the beneficiary.
- f. The beneficiary will have to bear the following foreign bank charge:-
- (1) Negotiation commission.
 - (2) Payment Commission.
 - (3) Postage and Cable charges.
 - (4) L/C amendment commission /L/C extension commission.
 - (5) L/C Cancellation charges.

17. **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. **Thickness Tolerance:** Negative tolerance will not be allowed.
- c. **Weight Tolerance:** Plus/Minus 10 (ten) percent tolerance to be allowed on total weight. All supplied items weight should be considered as per theoretical weight measured at DEW premises.
- d. **Class Approval:** LR approval class certificate to be supplied for MS Round Bar and MS & SS Pipe should bear LR endorsed Heat/punch number engraved according to respective class certificate.
- e. Each Bundle must have the following information printed in **BOLD LETTERS** on the outside.
- (1) Not more than 02 Ton Per bundle.
 - (2) Name of the Consignee and Destination
 - (3) Letter of Credit number
 - (4) Gross and Net weight
 - (5) Serial number of Bundle and
 - (6) Name and address of the seller
 - (7) Materials size wise pieces to be mentioned
- f. MS Round Bar and MS & SS Pipe are to be stamped with engraved Heat/ punch number according to respective class certificate which are to be provided along with shipping documents.
- g. Manufacturer/Workshops approval certificate from LR to be provided.

18. **QUANTITY:**

- a. Check of quality, quantity and condition of goods at the discharging port i.e, Chattogram will be carried out by the buyer at their cost.
- b. The quotation must be based on firm prices for individual items. Average prices should not be quoted. The buyer will have right to procure the goods as item wise. The supplier cannot disagree to supply the items, if quantities vary during giving final purchase order.
- c. Descriptive catalogue/literature duly stamped should be furnished along with the Quotation.
- d. The approximate weight of each Bundle should be shown separately on quotation.
- e. The DOCKYARD & ENGINEERING WORKS 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. DOCKYARD AND ENGINEERING WORKS 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.



SPECIALLY CLAUSES:

19. **FAT/ PSI:** The authorized agency/ person of the manufacturer will inspect and confirm the quality and quantity of the goods. Besides, Factory Acceptance Test (FAT) and Pre Shipment Inspection (PSI) will be carried out by 3(three) Officers of Dockyard & Engineering Works Ltd (DEW) for a duration of total 5(five) days excluding journey period. All cost related to PSI will be borne by Dockyard & Engineering Works Ltd (DEW) except internal transportation cost, within the concern country which will be borne by the seller. All the mill test certificates and inspection certificates of the product vetted by DEW officers are to be sent to the consignee before arrival of the goods.

20. **INSURANCE:** Insurance of the consignment after shipment to destination port/ place (up to the buyer's premises) will be arranged by buyer. Quotation should, therefore, be exclusive of the insurance charges.

21. **LATE DELIVERY AND LIQUIDATED DAMAGES:**

a. Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods may be realized from the supplier/contractor.

b. In specific case where delay in delivery is likely to cause delay of targeted project and financial loss, a higher rate of liquidity damage, not over one percents per week or part thereof on the value of the undelivered goods may be charged.

c. In case of delay in delivery beyond one hundred days for importable item(s), purchase order/ contract may be cancelled in which case the performance guarantee shall be forfeited. On genuine reasons/ grounds beyond the control of the suppliers/contractor, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance guarantee cover such extension.

22. **GENUINENESS OF THE PRINCIPAL SUPPLIERS:**

The Principal supplier shall have to submit a certificate from the supplier's bank regarding the bonafide and standing of the supplier.

AND / OR

Certificate from the chamber of Commerce and Industry from the supplier's country regarding its standing as an exporter/manufacturer along with the proforma invoice.

23. **QUALITY CERTIFICATE.** Tenderers should furnish guarantee from the original Manufacturers/ Suppliers/ Sole Agent to the effect that the goods will be of exact specification as laid down in the tender and in the event of placing order with the tenderers the Manufacturers/ Suppliers or their Sole agents will supply materials to them (Tenderers) for supply of the same against their tender. Tenderers for all purposes shall be responsible for the acts of omission and commission of their principal.

24. **EARNEST MONEY:** All bidders must submit earnest money for an amount equivalent to 1% (One percent) of the actual quoted CFR value of the stores either by Bangladesh currency or equivalent to any International Trading currencies favouring the Dockyard & Engineering Works Ltd, in 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 60 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 forfeit if the bidder for any reason whatsoever withdraws or modifies its offer or violets the terms after opening of the tender and before expiry of the validity of the offer, or fails to furnish the required performance bond with in 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. (Not applicable to the enlisted contractor)



25. **PERFORMANCE BOND:** The successful tenderer will be required to furnish performance bond to the extent of 5% of the total CFR value either in the form of pay order/bank draft/ bank guarantee for the satisfactory execution of the order. The performance bond should be given by any Bangladesh Commercial Bank under their (Bank) full risk in liabilities. If the same is submitted by bank guarantee it must remain valid 4(four) months beyond the day of shipment. Performance bond must be furnished within 10(ten) days from the date of letter of intent. It will be liable for forfeiture if the supplier fails to supply the goods within the specified time or commits any breach of contract. A specimen copy of performance bond is enclosed herewith Annex-D.

26. **WARRANTY:** N/A

27. **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 accident or damage which may cause 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.

28. **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 who meets specification and other terms and conditions of the tender document.

29. The buyer has the option to place orders either on FOB or CFR Chattogram.

30. The buyer has the option to place orders partial goods as per quoted item wise quoted price.

31. Should the suppliers be adjudged insolvent, the buyer shall have the power to terminate the contract.

32. **DISQUALIFICATION OF OFFER:**

a. Telex/E-mail/Swift /Fax offer may be considered provided signed copy of proforma invoice is received within 24 (twenty four) hours from the opening of the tender.

b. 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.

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

33. **TAXES AND OTHER CHARGES:**

a. All duties, taxes and other charges levied on the goods by authorities in buyers 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 country shall be borne by the seller's.

34. **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 encasing the performance guarantee.



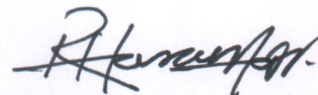
35. **UNDER TAKING:** The Manufacture/Suppliers shall issue a certificate to be effect that they have shipped the goods strictly conforming to the quality and quantity stipulated in the purchase order and that they will replace defective materials and replenish the short supplied quantity free of charge on demand by the buyers. Such certificate shall form and 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.

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

37. **FORCE MAJEURE:** Should any circumstance arise preventing either of the contracting parties from wholly or partly carrying its obligation under the present contract, namely natural calamities, Strikes, Riots, fire, acts of God, war, Military operation of any Nature, blockades any unforeseen event which is beyond human control, the period stipulated for the performance of this contract shall be extended for as long as the circumstances prevail. Provided that in the event of these circumstances continuing for more than 30(thirty) days, either party shall have the right to refuse to fulfill its obligation under these contract and in such case neither party shall be entitled to indemnification of any loss it may sustain. The party unable to carry out it obligation under this contract shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the Chamber of Commerce of the sellers of the buyer's country shall be sufficient proof of the existence and duration of such circumstances.

38. **ARBITRATION:** In the event 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, falling 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 arbitrators in writing before proceeded on the reference of the decision of the sole arbitrator or of two Arbitrators in the writing before proceeded on the reference of the decision of the sole arbitrator or of two arbitrator or the umpire as the case may be shall final , conclusive and binding upon the parties. The provisions of the arbitration Act 2001 and rules their under and any statutory modification their 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 Dockyard & Engineering works Ltd, Bangladesh Navy, reserves the right to incorporate additional terms and condition, if necessary. The Dockyard Engineering & works 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



A T M REZAUL HASAN
Commander BN
For Managing Director

Enclosures:

- | | |
|--|-----------------|
| 1. Format of Price Schedule (Annex-A) | - 02 (Two) Page |
| 2. Format of Bank Guarantee in Lieu of Earnest Money (Annex-B) | - 01 (One) Page |
| 2. Format of Performance Bank Guarantee (Annex-C) | - 01 (One) Page |

DOCKYARD & ENGINEERING WORKS LTD

Bangladesh Navy
Sonakanda, Naravangani

SCHEDULE TO RE-TENDER ENQUIRY NO: 06.02.6758.165.07.193.23.1428 DATE: 05 MARCH 2023 DUE FOR RETURN BY 20 MARCH 2023 AT 12.15 HOURS

SL	DESCRIPTION OF GOODS	QUANTITY	PRICE FOB including local agent commission as per manufacture/ principal/ supplier/ quotation/ proforma in voice.	Freight	TOTAL PRICE CFR(CTG)
01	<p>MS SOLID ROUND BAR SHIPBUILDING QUALITY, GRADE-A, VARIOUS SIZE, LR CLASS:</p> <p align="center">SRB 25 (Diameter 25 mm), 850 m SRB 30 (Diameter 30 mm), 800 m SRB 50 (Diameter 50 mm), 100 m</p> <p align="center">Total</p> <p>Note: MS Solid Round Bar (SRS) are to be engraved with Heat/ punch number according to LR Test Certificates which are to be provided along with shipping documents</p>	<p align="center">3.50 M Ton 4.50 M Ton <u>1.60 M Ton</u> 9.60 M Ton</p>			
02	<p>MS & SS PIPE SHIPBUILDING QUALITY, GRADE-A, VARIOUS SIZE, LR CLASS:</p> <p>DN 100 SCH 80 (OD 114.3, thick 8.56mm), 100 m DN 100 SCH XXS (OD 114.3, thick 17.12mm), 50 m DN 125 SCH 80 (OD 141.3, thick 9.53mm), 100 m DN 150 SCH 80 (OD 168.3, thick 10.97mm), 25 m DN 250 SCH 140 (OD 273.1, thick 25.40mm), 25 m DN 300 SCH 80 (OD 323.9, thick 17.48mm), 100 m DN 450 SCH 120 (OD 457.2, thick 34.93mm), 50 m DN 150 SCH 40 Stainless Steel pipe (OD 168.3, thick 7.11mm), 75 m</p> <p align="center">Total: 525 m</p> <p>Note: MS Pipe are to be engraved with Heat/ punch number according to LR Test Certificates which are to be provided along with shipping documents.</p>	<p align="center">2.25 M Ton 2.10 M Ton 3.10 M Ton 1.10 M Ton 3.90 M Ton 13.20 M Ton 18.20 M Ton <u>2.20 M Ton</u> 46.05 M Ton</p>			
Total Price CRF (CTG)					



03	Terms of conditions :		
	Name and Address of Manufacturer's	To be mentioned	
	Name and Address of Local Agent and principal	To be mentioned.	
	Name of the Classification society	Lloyds Register (LR)	
	Thickness tolerance	Negative tolerance Not allowed	
	Weight tolerance	±10%	
	MS Solid Round Bar, MS Pipe & SS Pipe size wise pieces	To be mentioned.	
	Country of origin	To be mentioned.	
	Offer validity	15 days from the date of opening	
	Delivery/ Shipment	30 days after receiving LC	
	Payment	<p>a. 80% of total CFR value is to be paid on production of necessary shipping documents including bill of entry.</p> <p>b. Final 20% of the contract value will be paid after actual weight, acceptance and satisfactory certificate.</p>	
All other terms and conditions as laid down in tender documents to be followed.			



**Your quotation No:
the tenderer:
Date:**

Signature, name and address

BANK GUARANTEE IN LIEU OF EARNEST MONEY

Guarantee No _____
Dated _____
For (mention amount) _____

Dear Sir,

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 US\$/ £/ Tk-----
-----being 3%(Three percent) of the value of supplies as earnest money by the tender for
making in accordance with the terms and conditions of the tenderer and the tenderer shall provide a
bank guarantee for payment for the said amount .

And whereas the tenderer M/S,----- of -----has
requested us (name of bank) of -----to issue a 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 tenderer M/S----- of ----- and
unconditionally and absolutely bind ourselves :

1. To make payment without any question whatsoever of US\$/ £/ Tk-----to ----
----- (name of organisation) or as direct by the organisation immediately on receipt of demand from
the said , organisation in writing , in the event be tenderer fail to perform the tender , it is expressly
understood that the organisation shall be the sole judge for deciding whether the tender has
performed the tender and fulfill the terms and condition 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 and amount of US\$/ £/ Tk-----
----- (-----) only .

4. The guarantee will remain valid up to -----

Yours faithfully

(seal of the bank)

-----Bank



PERFORMANCE BANK GUARANTEE

Managing Director
Dockyard & Engineering works Ltd
Bangladesh Navy
Sonakanda, Bandor, Narayanganj

Bank Guarantee no _____
Dated _____
For (Mention amount) _____

Dear Sir,

Whereas Dockyard & Engineering works Ltd, Bangladesh Navy, Sonakanda, Bandor, Narayanganj, hereinafter referred to as the buyers proposed to enter in to a contract through a letter of intent/Purchase Order No _____ dated _____ hereinafter called the contract with (name of the sellers) of _____ hereinafter referred to as the sellers for the supply of (described supplies) in accordance with terms and conditions of the contract. And whereas the sellers have requested us (name of the bank) to issue a guarantee for an amount of US\$/ £/ EURO/ Tk. _____ Being 5% of the CFR value of the supplies.

In Consideration aforesaid (name of bank) _____ here by undertake and guarantee due observance and performance of the terms and condition of the contract by the sellers and we unconditionally and absolutely bind ourselves.

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

To keep guarantee valid and in force for 4 (four) months beyond the date 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 of 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 the guarantee.

our commitment under this guarantee is limited to an amount of US\$/£/EURO/Tk. _____ only.

Yours faithfully

(seal of the bank)

-----Bank

