

PART-1

MONGLA CEMENT FACTORY **MONGLA, BAGERHAT**

(A Project of Sena Kalyan Sangstha)

PABX: 880-02-478846029

Fax: 880-02-55058401

E-mail: monglacementfactory@gmail.com

TENDER NOTICE FOR SUPPLY OF RECONDITIONED SINGLE CABIN **PICKUP, MCF**

Tech-Commercial offer is invited from Bonafide Manufacturer/Supplier/Indenter for the supply of 01 set reconditioned single cabin pickup from any reputed manufacturer of any origin/country to Mongla Cement Factory, Mongla, Bagerhat, Bangladesh. Interested Tenderers are to be dropped in the tender box kept in the office of Business Division-1, at the above address before 18/06/2025 by 11:00 hours BST and will be opened on the same day at 11:30 hour BST in the presence of Tenderers (if there are any). Sena Kalyan Sangstha reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Bidders are requested to submit earnest money and fill up Part-4 & Part-5; otherwise, the tender offer may be rejected. The L/C will not be opened until the Performance Guarantee (PG) is submitted. In terms of a local BDT offer, the PG should submit after the offer has been accepted and an acceptance letter has been received. Attached: Technical specification with schedule-14 Pages. The suppliers should submit the hard copy of Technical Offer & Financial Offer separately in sealed in one envelope with duplicate same copy in other envelop to Deputy Director General, Business Division-1, SKS Tower, Mohakhali, Dhaka.

Deputy Director General
Business Division-1
Sena Kalyan Sangstha

Published Date: 04 June 2025

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TENDER DOCUMENT FOR SUPPLY OF 01 SET OF RECONDITIONED SINGLE CABIN PICKUP

TO

**MONGLA CEMENT FACTORY
MONGLA, BAGERHAT**

June 2025

PART-1

MONGLA CEMENT FACTORY **MONGLA, BAGERHAT**

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Deputy Director General
Business Division-1
Sena Kalyan Sangstha

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PART-2
INSTRUCTIONS TO TENDERERS

1. Tenderers should follow the instructions mentioned below to submit the tender:

- a. Tenderers shall submit this tender document in original with a forwarding letter in their letterhead pad as per the format given in PART-3 of this document, PART-3 shall also have to be filled in and signed by the tenderers.
- b. Tenderers shall submit their price quotation for the supply of reconditioned single cabin pickup as per the format given in PART-4 of this tender document. No separate price quotation shall be accepted.
- c. Full address of the tenderer, manufacturer, and supplier agent along with fax, telephone, e-mail address & schedule should be provided.
- d. Tenderers' experience in the supply of the supply of reconditioned single cabin pickup is to be submitted along with supporting documents.
- e. If the tenderer is not the manufacturer of the supply of reconditioned single cabin pickup, the tenderer shall submit a certificate from the manufacturer from where the tenderer intends to supply the supply of reconditioned single cabin pickup confirming that in the event of awarding a contract, the manufacturer shall undertake to supply of reconditioned single cabin pickup. The certificate must also contain the detailed specification of the supply of reconditioned single cabin pickup that they will supply under the seal & signature of the manufacturer. If the country of origin and country of the manufacturer is not the same, the original certificate is to be submitted from the country of origin (Main manufacturer of the country of origin) mentioning that the supply of reconditioned single cabin pickup is produced under their license with detailed contact address.
- f. Detailed address of port of shipment is to be mentioned.
- g. The specification of the supply of reconditioned single cabin pickup has been mentioned in PART-5.
- h. Original money receipt issued by SKS against the purchase of tender documents shall be attached.
- i. The tenderer shall quote their firm & final price on a CFR Mongla/Chottogram basis.
- j. For CFR/ CPT Price shall be deemed to have included all duties, taxes & levies imposed by any authority outside Bangladesh. For Local price All government dues / levies to be deemed to be included in pickup's price.
- k. Price shall be quoted in US \$/ EURO/ BDT depends on category of supply / source (Import / source from local). The Proforma Invoice (PI) should accurately reflect the name of the supplier.
- l. The tender documents should be sealed and signed on each page as evidence that the tenderer has gone through the tender document and has accepted all terms and conditions contained therein. Tender documents shall be signed by a person who has the authority to do the same.
- m. Escalation of price shall not be accepted at any stage.
- n. **Offer validity:** The Tender shall be kept firm and valid for 90 (Ninety) calendar days from the date of opening the tender.
- o. The buyer shall notify the successful tenderer in writing in the form of a supply order/letter of intent within the tender validity period.
- p. Within 07 (Seven) days of the date of issue of the letter of intent, the successful tenderer shall have to submit a performance guarantee as per the attached format in PART-6 from any scheduled Bank in Bangladesh for an amount equivalent to 10% of the total CFR/ CPT Price or goods price of local source against supply of reconditioned single cabin pickup. The performance guarantee shall be valid for 395 days from the date of delivery/supply of the supply of reconditioned single cabin pickup at the MCF site. The supplier shall provide a 365-day days warranty on their supplied supply of reconditioned single cabin pickup.

q. If the successful tenderer fails to execute the contractual agreement within 12 (Twelve) days from the date of issue of the letter of intent or fails to submit a performance guarantee (PG) within 7 (Seven) days from the date of issue of letter of intent, then the letter of intent and contract shall be canceled and PG shall be forfeited. PG is to be submitted before signing of the Contract Agreement/ LC.

r. The item shall be delivered in one consignment.

s. The country of origin shall have to be indicated in the tender.

t. The buyer reserves the right to accept or reject any or all tenders without explaining any reason whatsoever.

u. If any tenderer has any doubt as to the meaning of any part of the tender document or is not clear about quantities and technical specifications of any sort, he may deliver a written request to the Director General, Business division-1, SKS allowing him reasonable time to clarify before opening the tender. But no clarifications/doubts shall be entertained after opening the tender.

v. The tender shall be placed in an envelope and properly sealed & dropped in the box as mentioned in the tender notice.

w. **Delivery time:** The successful tenderer will have to supply the reconditioned single cabin pickup at Mongla Cement Factory, Mongla, Bagerhat within 30 days after opening L/C or purchase order (For local purchase).

x. Carrying the said reconditioned single cabin pickup from Mongla/ Chottogram port or any local showroom to Mongla Cement Factory, Mongla, Bagerhat site is to be done by the supplier at their own cost & Risk.

Earnest Money: Tenderer shall submit earnest money in favour of Mongla Cement Factory, Mongla, Bagerhat equivalent to 1% of CFR value or goods price of local source in Bangladesh currency in the form of DD/ Pay order from any scheduled Bank in Bangladesh. Earnest money will be released after the receipt of Performance Guarantee. The earnest money of other bidders may be released after selection of best offer.

y. The earnest money shall guarantee concluding and executing format contract agreement as per format given at PART-7.

2. The tender offer may be rejected for the following reasons/lapses:

a. If the schedule of price and specifications are not enclosed with the tender duly filled in, signed, and sealed.

b. If the manufacturer's certificate with detailed contact address is not submitted along with the tender document.

c. Any information furnished by the tenderer found to be false, incorrect, misleading, or incomplete shall cause outright rejection of the tender.

d. If the official money receipt evidencing the purchase of tender document is not furnished with the tender.

e. If the tenderer makes any alteration in the Tender Document.

f. If every page of the tender document is not signed.

g. If earnest money is not submitted in proper form and in proper amount with the tender document.

h. **Contract Execution and Performance Guarantee Conditions:** The successful tenderer must submit the Performance Guarantee (PG) within 7 (seven) days from the date of issue of the Letter of Intent (LOI) or Acceptance Letter. If the tenderer fails to submit the PG within 7 days then the Earnest Money will be forfeited. The successful tenderer must sign the Contract Agreement within 12 (twelve) days from the date of issue of the LOI or Acceptance Letter. If the tenderer fails to sign the Contract Agreement within 12 days then the PG will be forfeited. The PG must be submitted before signing the Contract Agreement.

3. The owner reserves the right to increase, decrease, or exclude the number of items as mentioned in the specification of the reconditioned single cabin pickup.

PART-3
TENDER FORWARDING LETTER FORMAT

Director General
Business Division-1
Sena Kalyan Sanghtha

Sub: SUBMISSION OF TENDER FOR SUPPLY RECONDITIONED SINGLE CABIN PICKUP TO MCF.

Dear Sir,

Having examined your tender document for the supply of reconditioned single cabin pickup from the latest/ current production line to Mongla Cement Factory, Mongla, Bagerhat. We, the undersigned do hereby submit our offer for the supply of the above-mentioned goods as per the specifications, quantity, and price given in PART-4 and PART -5 of this tender.

We undertake, if our tender is accepted, to execute the supply of the reconditioned single cabin pickup in time as specified in tender documents.

We further understand that you hold the sole right to decide whether you shall buy the commodities from one supplier or more.

We agree to abide by this tender for 90 days from the date fixed for opening the tender and it shall remain binding upon us and may be accepted at any time before expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

We are submitting herewith the 1% of CFR or PO value earnest money in the form of demand draft / Pay order amounting to ----- issued in favor of Mongla Cement Factory, Mongla, Bagerhat.

Date :

(Seal & signature of authorized signatory)

PART-4

TENDERER'S PRICE QUOTATION

Director General
Business Division-1
Sena Kalyan Sanghtha

Sub: PRICE QUOTATION FOR SUPPLY OF 01 SET RECONDITIONED SINGLE CABIN PICKUP.

Dear Sir,

Having examined the tender document for the supply of reconditioned single cabin pickup from latest/current production line, we the undersigned do hereby submit our offer below as per the specification furnished in PART-5:

a. Our CFR/CPT Prices for the supply of the reconditioned single cabin pickup at Mongla Cement Factory, Mongla, Bagerhat are as under:

For Import

Total FOB Price =

Freight cost (The freight charges will be paid based on the actual amount mentioned in the Bill of Lading provided, ensuring that it does not exceed the quoted amount) =

Total CFR/CPT Price Chottogram/Benepole/ Ready stock = (For local BDT offers, VAT and TAX should be included).....

The carrying cost from the Port to MCF site in Local currency (BDT) =

Registration, Commissioning, Tranning and Successful Test run (Turnkey basis): BDT=

For Local Procurement

Total Price :

Price for Transportation (Showroom to MCF):

Registration, Commissioning, Tranning and Successful Test run (Turnkey basis): BDT=

b. The manufacturer's analytical certificate showing the exact specification of the reconditioned single cabin pickup intended to be supplied to you is enclosed herewith.

c. We agree to submit the 10% of CFR value Performance Guarantee (P.G.) in favor of Mongla Cement Factory, Mongla, Bagerhat.

d. We are submitting herewith the 1% of CFR value earnest money in the form of demand draft /Pay order amounting to ----- issued in favor of Mongla Cement Factory, Mongla, Bagerhat.

Thanking you.

Sincerely Yours
Seal & Signature of authorized signatory

PART-5

Technical Specifications for 01 set reconditioned single cabin pickup **Mongla Cement Factory, Mongla, Bagerhat, Bangladesh**

Item Name: Single cabin pickup, **Quantity:** 01 Set

General Requirements.

- It should be designed for high durability, low maintenance, and efficient fuel consumption.
- The pickup must be from a manufacturer/Bidder with proven after-sales service and spare parts availability for at least 10 years.

Sl#	Item	MCF Required	Supplier Offer
1	Brand	Foton/Toyota Dyna/JAC/Equivalent	
2	Chassis No.	KDY231/Full Chassis No. on Invoice	
3	Model Code	QDF-KDY231/ Equivalent	
4	Grade	To be mentioned	
5	Engine Model	1KD/ Equivalent	
6	Registration Date	Not before 2015	
7	Odometer	To be mentioned (Not more than 120K km)	
8	Displacement	3,000cc	
9	Steering	Right	
10	Transmission	Manual	
11	Passengers	To be mentioned	
12	Doors	To be mentioned	
13	Drive Type	2WD	
14	Fuel Type	Diesel	
15	Capacity	2 Ton	
16	Exterior Color	Blue/ To be mentioned	
17	Interior Color	To be mentioned	
18	Body Type	Truck	
19	Body Style	Flat Body	
20	Dimensions	15.7 (+2%)	
21	Size (L x W x H)	4.69 x 1.69 x 1.98 m (+2%)	

Options & Features:

Sl#	Features	Required	Supplier Offer
1	Airbag	To be mentioned	
2	Anti-Lock Brakes (ABS)	To be mentioned	
3	Power Steering	To be mentioned	
4	Air Conditioning (A/C)	To be mentioned	
5	Remote Keyless Entry	To be mentioned	
6	Navigation System	To be mentioned	
7	Cruise Control	To be mentioned	
8	Digital Meter	To be mentioned	
9	Tilt Wheel	To be mentioned	
10	CD/ DVD Player	To be mentioned	
11	A/FM Radio	To be mentioned	
12	Power Windows	To be mentioned	
13	Rear Window Defroster	To be mentioned	
14	Tinted Glass	To be mentioned	
15	Rear Window Wiper	To be mentioned	
16	Power Door Locks	To be mentioned	
17	Alloy Wheels	To be mentioned	
18	Power Mirrors	To be mentioned	
19	Sunroof	To be mentioned	
20	Third Row Seats	To be mentioned	
21	Power Slide Door	To be mentioned	
22	Leather Seats	To be mentioned	
23	Power Seats	To be mentioned	
24	Bucket Seat	To be mentioned	

Training & After-Sales Service:

Sl#	Features	Required	Supplier Offer
Training & Documentation			
1	Training	Minimum 7 days (8 hours/day) training for 6 personnel (both mechanical and electrical aspects)	
2	Documentation	2 sets of parts catalogs and maintenance manuals (both hard copy and soft copy)	
After-Sales Service & Spare Parts			
3	After-Sales Service	Suppliers must ensure the availability of spare parts and after-sales service support for at least 10 years.	
4	Warranty	Minimum 1 year or 2,000 operational hours (whichever comes first)	
5	Performance Guarantee	10% of the total value for 395 days from the delivery date	

Other information needed for submission:

Sl#	Items name	Info	Bidder's offer
1	Principle Name & address: By Bidders	To be mentioned	
2	Local Agent Name & address: By Bidders	To be mentioned	
3	Total CFR/CPT Price Chottogram/Benepole/ US \$/EURO or (For Ready stock local BDT offers, VAT and TAX should be included.	To be mentioned	
4	Registration, Commissioning, Tranning and Successful Test run (Turnkey basis): BDT	To be mentioned	
5	Transportation Cost (Port to MCF site) in BDT	To be mentioned	
6	1% of the quoted price as earnest money in the form of a Demand Draft/Pay Order	To be mentioned	
7	Certificate (Authorization etc.)	To be mentioned	
8	Offer Validity	90 days	
9	Inspection & Test	For Import/LC offer: Third party SGS/Bureau Veritas,etc or For Local offer: SGS/BUET/BSTI /MCF	
10	Mode of Payment	As per Article-15, Part-7	
10	Experience (similar) in Bangladesh & abroad	To be mentioned	
11	Port of shipping (If Import/LC by Buyer offer)	To be mentioned	
12	Latest Shipment Date (If Import/LC by Buyer offer)	To be mentioned	
13	LC opening Bank (If Import/LC by Buyer offer)	Trust Bank	
14	H.S code	To be mentioned	
15	Arrival date at MCF, Mongla, Bagerhat, Bangladesh	To be mentioned	

Special Note:

- The quoted price must be inclusive of all accessories, commissioning, and a successful test run on a turnkey basis.
- The Pickup must be suitable for cement industry operations and a highly dusty environment.

PART-6

PERFORMANCE GUARANTEE FORMAT

To

**MONGLA CEMENT FACTORY
BURIRDANGA, MONGLA, BAGERHAT
BANGLADESH.**

**Subject: Bank Guarantee for Performance Security No: FOR Tk.(.....)
Only (Equivalent to USD.....).**

Dear Sir,

1. Reference is made to purchase order/Acceptance Letter No.hereinafter called the “Said Purchase Order” issued to hereinafter called “Supplier” and Mongla Cement Factory, Mongla, Bagerhat, Bangladesh, hereinafter called the “Buyer” for the supply of reconditioned single cabin pickup of Mongla Cement Factory, Mongla, Bagerhat, Bangladesh as per specification contained in the said purchase order/Acceptance Letter.
2. In consideration of the foregoing, we hereby undertake and guarantee irrevocably, the fulfilling of the supplier’s obligations under the said purchase order and as herein and undertake unconditionally and absolutely that if the supplier fails to perform its obligations under said purchase order we shall pay to you, on your first demand all or any sum up to maximum amount of 10% of contract price Tk..... (.....) through any scheduled Bank of Bangladesh. This guarantee is unconditional and the payment will be made to you immediately on receipt of your demand in writing without any question or objection whatsoever and without any reference to the supplier.
3. This guarantee valid and enforceable for a period of 395 days from the issue date and will be extended (In case of the shipment/delivery date extension) before the expiry date if desired by Buyer.
4. This guarantee shall be binding on us and /or our successors-in-interest and shall be irrevocable. Our liability under this guarantee is limited to an amount of 10% of the value of goods equivalent to Bangladesh Tk (.....) Only. This guarantee will expire after the date mentioned in clause 3 above.
5. All claims under guarantee must be received by us by the aforesaid expiry date after this guarantee will become automatically null and void unless extended.

Date :

(Authorized Signature of a Scheduled
Bank in Bangladesh)

PART-7
CONTRACT AGREEMENT FORMAT
FOR
SUPPLY OF 01 SET RECONDITIONED SINGLE CABIN PICKUP TO
MONGLA CEMENT FACTORY, MONGLA, BAGERHAT, BANGLADESH

This DEED of AGREEMENT is entered on this day of two thousand Twenty Five of the Christian Era.

BETWEEN

BUYER: MONGLA CEMENT FACTORY, BURIRDANGA, MONGLA, BAGERHAT, BANGLADESH.

FAX: 88-02-9890900 (SKS). FAX : (MCF) 880-4662-75376/75174

E-mail: dpd@senakalyan.com (SKS)

E-mail: monglacementfactory@gmail.com (MCF) called the BUYER of the ONE PART.

AND

SUPPLIER: MESSERS.....
.....
.....

LOCAL MESSERS.....
AGENT:
.....

M/S will represent the supplier as its “Local Agent” in all matters relating to the execution and performance of this contract which shall be binding on the supplier.

WHERE’S the Buyer decided to procure/import and the supplier has agreed to sell/ supply reconditioned single cabin pickup as specified on the terms and conditions as agreed hereinafter.

NOW, THEREFORE. IN CONDITION OF THE PREMISES AND MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE-1: DEFINITIONS – Unless the context otherwise requires, the following expressions shall have the meaning hereby assigned to them:

BUYER – Means a person or an organization who will purchase the reconditioned single cabin pickup, In this contract, Buyer means MCF.

SUPPLIER – Means a person or an organization or trading firm or a manufacturer of reconditioned single cabin pickup to Mongla Cement Factory, Mongla (MCF), In this contract, supplier

means.....
.....

MANUFACTURER – Means a person or an organization or establishment of factory who will make/produce reconditioned single cabin pickup, In this contract, Manufacturer

means
.....

ARTICLE-2: SPECIFICATIONS OF RECONDITIONED SINGLE CABIN PICKUP

The specification of the reconditioned single cabin pickup shall be as mentioned in PART-5:

ARTICLE-3: QUANTITY

The quantity of the reconditioned single cabin pickup that is to be supplied under this contract is mentioned in PART-4 & PART-1.

ARTICLE-4: COUNTRY OF ORIGIN

The country of Origin of the reconditioned single cabin pickup is mentioned in Part -1 and Part -5.

ARTICLE-5: SCHEDULE OF SHIPMENT

The supply of reconditioned single cabin pickup is to be completed within 03 Months or ASAP from the date of signing of the agreement.

ARTICLE-6: PORT OF LADING

The port of lading is.....

ARTICLE-7: PORT OF DISCHARGE & PLACE OF DELIVERY

Chottogram Port & Mongla Cement Factory, Mongla, Bagerhat, Bangladesh respectively.

ARTICLE-8: ULTIMATE CONSIGNEE

Executive Director
Mongla Cement Factory
Mongla, Bagerhat.

ARTICLE- 9: PRICE

9.1 The price of 01 set the reconditioned single cabin pickup sold under this contract is (US \$/EURO (.....) only.

9.2 The breakup of price is as under:
(1) Net FOB Price : US \$/EURO.....
(2) Freight : US \$/EURO.....
(3) Total CFR/CPT Price Chottogram/Benepole/ Ready stock = (For local BDT offers, VAT and TAX should be included).....
(4) Registration, Commissioning, Tranning and Successful Test run (Turnkey basis): BDT=.....
(5) Transportation Cost (Port to MCF site) in BDT:

ARTICLE-10: SHIPMENT TERMS

10.1 Reconditioned single cabin pickup will be shipped on seaworthy packing.
10.2 Israeli flag vessels are prohibited.

10.3 The supplier shall have to inform the Buyer, through fax within 7 working days of shipment of the consignment, the following:

- a. Contract Number
- b. Name of the vessel.
- c. Vessel's agent in Bangladesh.
- d. Commodity & Quantity.
- e. Port of Lading.
- f. Port of Sailing.
- g. Date of Sailing.
- h. Expected date of arrival at Chottogram/Mongla Port.
- i. Freight memo.
- j. Inspection Certificate
- k. Packing List, Invoice, Certificate of Origin & Bill of lading.

10.4 In case of any violation/default of any of the terms and conditions stated above, the Buyer shall have the right to forfeit the Performance Guarantee of the Supplier besides taking any other action that may be warranted by law.

10.5 Partial shipment and transshipment are not allowed,

ARTICLE-11: INSPECTION AND TEST

A comprehensive inspection of the reconditioned single cabin pickup on quantity, quality, and supervision of lading would be carried out by an internationally reputed inspection agency like SGS/Bureau Veritas, etc (Third party). Appointment of Pre-shipment Inspection Agency and related costs in this regard are to be borne/carried out by the Supplier.

ARTICLE-12: PREPARATION OF INVOICE & SHIPPING DOCUMENT

All Invoices/Bills of Lading/Shipping documents must bear full reference to this contract.

ARTICLE-13: SHIPPING DOCUMENTS

- a. Supplier's Commercial Invoice Indicating specifications, gross and net weight of reconditioned single cabin pickup shipped.
- b. Complete set of clean "On board" Bill of Lading showing Freight Prepaid. The Bill of Lading must indicate the number, gross, and net weight of the reconditioned single cabin pickup.
- c. Certificate of pre-shipment inspection for quality, quantity, and lading.
- d. Supplier's certificate guaranteeing the quality of the reconditioned single cabin pickup to confirm contracted specifications.
- e. Manufacturer's analytical certificate confirming the contracted specification.
- f. Freight Memo.
- g. Packing List.
- h. Country of origin.

ARTICLE-14: DESCRIPTION OF DOCUMENTS

14.1 Advance copies of shipping documents comprising of non-negotiable B/L. Invoice, Inspection Certificate, Packing List, and manufacturer's certificate must be sent by E-mail to the Buyer's address(-----), within 05 (five) days of sailing of the vessels.

14.2 Copies of the shipping documents mentioned in Article-13, 06(six) sets each Including B/L 03 Nos negotiable & 03 Nos non-negotiable, must reach the L/C issuing Bank at least 07(seven) working days before the expected date of arrival of the vessel at the destination port, so that the Buyer has sufficient time to complete the customs formalities for clearance of cargo from the vessel/port.

- 14.3 The supplier shall be responsible for any loss arising from any delay in the dispatch of shipping documents in time or incorrect preparation thereof and the buyer shall have the right to cover the aforesaid loss amount from the performance guarantee on that account.

ARTICLE-15: TERMS OF PAYMENT

The buyer will establish an Irrevocable Letter of Credit in favor of the supplier on a CFR Chottogram/Mongla basis. This contract will be financed at the following terms:

- a. 70% payment will be made after the reconditioned single cabin pickup carrying vessel arrives (after Bill of Entry) at Chattogram/Benapole Port, Bangladesh (after the Bill of Entry). The remaining 30% payment will be made after the reconditioned single cabin pickup arrives at MCF and an arrival certificate is issued by MCF.
or
- b. Deferred L/C 90 days.
or
- c. Deferred L/C 120 days.
or
- d. FOR LOCAL BDT OFFER: The remaining 100% payment will be made after the reconditioned single cabin pickup arrives at MCF and an arrival certificate is issued by MCF.

ARTICLE-16: SPECIAL CLAUSE

Bank charges in Bangladesh for opening a Letter of credit shall be borne by the Buyer and any other charges outside Bangladesh including LC advising charges, reimbursement charges, and amendment charges if it is done at the request of beneficiaries to be borne by Suppliers. If any confirmation of the credit as desired/required by the Supplier from a Foreign Bank, then any Bank charges related to confirmation both Bangladesh and outside Bangladesh are to be borne by the Supplier/Bidder.

ARTICLE-17: **Liquidated damage (LD):** If the supplier fails to deliver the offered Item/items in the scheduled time then LD @ 2% of CFR value per month (or 0.067% per day) and a maximum of 10% of the quoted amount will be deducted from the supplier's foreign bill. For genuine reasons delivery period may be extended subject to prior approval from the management of SKS (This clause should be included in the Letter of Credit).

ARTICLE-18: PERFORMANCE GUARANTEE

- 17.1 The supplier has to furnish to the buyer an unconditional Performance Guarantee (PG), equivalent to 10% (Ten percent) of the total CFR/CFR value of the contracted goods to be issued by a scheduled Bank in Bangladesh and submitted to the buyer before the opening of the Letter of Credit. In terms of a local BDT offer, the PG should submit after the offer has been accepted and an acceptance letter has been received.
- 17.2 The Buyer shall have the right to forfeit the PG in part or in full for the failure of the supplier to fulfill the terms and conditions of this contract.
- 17.3 Supplier's Performance Guarantee shall be returned after 01(one) year from the date of arrival of the reconditioned single cabin pickup at MCF.

ARTICLE-19: WARRANTY

To be mentioned [Minimum one-year warranty for the reconditioned single cabin Pickup is to be provided].

ARTICLE-20: ARBITRATION

- 19.1 The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract.
- 19.2 On failure as per Article 19.1, the dispute shall be referred to arbitration by 02 (Two) arbitrators one to be nominated by the buyer and the other by the supplier, and in the case of the said arbitrators not being able to resolve, then an umpire to be appointed by the arbitration authority whose judgment shall be final and binding on the parties.
- 19.3 The place of arbitration shall be **Dhaka, Bangladesh.**

ARTICLE-21: DURATION OF THE CONTRACT

This contract is legally binding on both parties for the period from the date of signing the agreement till the warranty of reconditioned single cabin pickup by the supplier.

ARTICLE-22: EFFECTIVENESS OF THE CONTRACT

This contract will be operative from the date of signing the agreement.

IN WITNESS WHEREOF the parties hereto executed this Agreement on the day, month, and year first above written.

Signed by SUPPLIER

Signed by BUYER

WITNESS:

WITNESS:

1.
2.

1.
2.