

**ANNEX D TO**  
**TENDER NO 06.06.0000.279.26.044.24**  
**DATED 11 SEPTEMBER 2024**

**PROOF LOAD TEST OF 02 X LINE ITEMS (RESERVOIR ASSY QTY-002 EA AND ACTUATOR ASSY QTY-02 EA) OF ARRESTING BARRIER FY (2024-2025)**

Ser No	Part No	Inlieue part No	Description	U/I	Qty	Country of Origin	Manufacturer	Item Class
1	N/A		Reservoir Assembly	Ea	2	France	Curtiss-Wright Arresting Systems	
2	N/A		Actuator Assembly	Ea	2	France	Curtiss-Wright Arresting Systems	



**TECHNICAL TERMS & CONDITIONS FOR PROOF LOAD TEST OF 02 X LINE ITEMS (RESERVOIR ASSEMBLY QTY-02 EA AND ACTUATOR ASSEMBLY QTY-02 EA) OF ARRESTING BARRIER**

The bidder is to mention "Comply/Not Comply/Appropriate Remarks against each terms & condition mentioned below. Otherwise the quotation will not be accepted.		
Ser No	Description	To be Filled up by the Bidder
1.	Reservoir Assembly qty-02 and Actuator Assembly qty-02 of Arresting Barrier <b>type 5.1</b> are to be tested by the testing agency at their premises after completion of 10 years operation.	
2.	The bidder is to mention the name and address of the manufacturing/ testing agency in their offer where the proof load test would be carried out.	
3.	The bidder is to submit valid authorization certificate from the manufacturing/ testing factory in favor of bidder to participate in the tender. The bidder is also to submit authorization certificate in favor of local agent along with the offers.	
4.	The bidder (testing agency) is to mention the cost of Proof Load Test of 02 X line items (reservoir assembly quantity-02 and actuator assembly quantity-02) and total freight by sea up to Chattogram port to position at BAF Embarkation Unit, Chattogram. The freight will be paid at actual but not more than the quoted freight. Any defect discovered during the process of Proof Load Test must be completed within the quoted cost.	
5.	Proof Load Test of 02 x line items (reservoir assembly quantity-02 and actuator assembly quantity-02) of Arresting Barrier will be due on <b>23 January 2026</b> . Aforesaid items will be dis-assembled on <b>23 January 2026 or later by BAF</b> personnel to hand over the item to the local agent of testing agency for onward dispatch to testing agency.	
6.	If any item/ component is found beyond economical repair during the Proof Load Test, it must be replaced/ repaired by the testing agency within the quoted cost.	
7.	The bidder (testing agency) is to submit a guarantee/ warranty certificate along with the offer for <b>01</b> year trouble free operation after Proof Load Test of each item.	
8.	During acceptance/ functional check, if any item/ component is found defective/ unserviceable, the item must be replaced by Testing Agency at their own expenses including both ways freight and insurance charges within <b>60 days</b> of forwarding discrepancy report.	
9.	During warranty period if any item/ component is found defective/ unserviceable, the items must be replaced/ repaired by Testing agency's own expenses including both ways freight and insurance charges within <b>60 days</b> of forwarding of Unsatisfactory Report (UR) due to delay in warranty replacement/ repair and will be added to the total warranty period.	
10.	Before Proof Load Test, all the items would be transported from BAF CXB to BAF Embarkation Unit, Chattogram by BAF and after Proof Load Test, all the items would be transported from BAF Embarkation Unit, Chattogram to BAF CXB by Testing agency's own arrangement and expenses.	
11.	Inspection and functional test of items will be carried out at BAF site (BAF CXB) by the technicians of Arresting Barrier Section in presence of Testing Agency's representative.	
12.	Acceptance certificate will be given by Central Quality Control Unit (CQCU) BAF, Air Headquarters, Dhaka on receipt of satisfactory inspection and functional test report from the user.	
13.	After Proof Load Test, all the items must be reached at BAF Embarkation Unit, Chattogram within <b>120</b> days from the date of receiving of the items by testing agency.	

**MISC TERMS & CONDITION**

14. The bidder will clear the items from the customs at their responsibilities.
15. The bidder must mention the name and full address of the local agent (if any) in the offer.
16. The bidder is to mention full address of the firm/factory to which the items are to be consigned to by BAF.
17. The bidder is to mention the port/country of shipment in the offer.
18. Transshipment is not normally allowed. If it is needed, the bidder is to mention their reqr in the offer. In such case, the transshipment will only be allowed under single AWB/BL.
19. The bidder is to mention in offer the port of entry where the repairable items are to be sent by BAF and the port of exit from where the items are to be shipped to the consignee in Bangladesh after proof load test by the supplier.
20. During custody of the goods with the supplier, it will be his (bidder) responsibility to ensure its safety and proper condition. As such, if any loss, damage or deterioration in condition of the items occurs, it will be supplier's liability to get it in the right condition.
21. Any change required in contract/LC, all the expenses shall be borne by the responsible party.
22. **Increase of price at any stage after submission of offer will not be accepted by BAF.** The offered **unit price** and **total price** against each item must be correct. If the **unit price** or **total price** of an item is found incorrect, then that unit price or total price will be taken into consideration which will be benefited to BAF.
23. The bidder is to quote **FOB** cost of **both ways freight** line item wise separately. If freight is not quoted separately for each item, total freight will be distributed against each item based on its proportionate cost (FOB) to the total cost (FOB) of all items.
24. BAF reserves the right to increase / decrease quantity and accept/ reject any offer or to annul the bidding process and reject all offers at any time without thereby incurring any liability to the bidders.
25. The supplier will arrange dispatch of the items by sea to proof load test facility in sealed container (both ways).
26. Offer must remain valid up to **30<sup>th</sup> June 2025**. Within the validity of the offer, withdrawal of offer or un-willingness to sign the contract by the bidder will not be accepted and in such cases, actions would be taken against the principal supplier and local agent as per DGDP rules.
27. Delivery schedule if mentioned in the tender specifications may be changed by DGDP/BAF due to delay in concluding the contract. In this case, the contract would be signed within offer validity period. DGDP/BAF also reserves the right to get the offer validity extended with the consent of the supplier.
28. Part shipment: Allowed.
29. Part Payment: Not allowed. Part payment is allowed if BAF makes part shipment.
30. AWB/BL must be in the name of consignee.
31. **Payment Terms.** Payment will be made through irrevocable letter of credit (LC) as follows:
  - a. **FOR CATIC, China, PTI & Curtiss-Wright arresting System, France:** 80% of CFR/CPT value will be made after shipment on production of shipping documents to the bank. Rest 20% of CFR/CPT value will be made after satisfactory acceptance of all items by BAF after inspection/ functional test (as applicable), on production of Certificate Receipt Voucher (CRV) and written clearance from DGDP to the Bank.



b. **Firms other :** 100% of CFR/CPT value will be made after satisfactory acceptance of all items by BAF after inspection/functional test (as applicable), on production of Certificate Receipt Voucher (CRV) and written clearance from DGDP to the Bank.

32. Compliance of tender terms & conditions should be mentioned in the offer by the bidder as per sequence above. Bidder is to provide appropriate information against each clause clearly (where necessary) instead of 'complied'/'not complied'. No contradictory/hypothetical sentence/word/ (like, quote is subject to availability/prior to sell/subject to export license approval or words so) will be accepted by BAF.

33. Any other terms and conditions not covered here will be as per DGDP rules and regulations.

