

**TENDER SPECIFICATION FOR PROCUREMENT AND INSTALLATION OF
SURVEILLANCE RADAR SYSTEM OF BN MPA 8307**

INTRODUCTION

1. For better understanding and to evaluate all the prospective BIDDERS on same platform, the tender specification has been divided into three parts:
 - a. **Part-1:** General Information and BIDDER'S Responsibility.
 - b. **Part-2:** Technical Specification.
 - c. **Part-3:** General Terms and Conditions.
2. Prospective BIDDERS are to comply with the requirements and terms & conditions mentioned in Part-1, Part-2, and Part-3 of the tender specification. BIDDERS are also to provide performance/ technical data, specific figures, and information as asked against each condition.
3. Prospective BIDDERS are to submit their offer in two envelopes:
 - a. Technical Offer.
 - b. Financial Offer.
4. BIDDER shall comply all the terms and conditions of the tender documents as compliance statement by the BIDDER under the following tabular format:

Tender Article No	Description of Terms and Conditions (as mentioned in Part-1, Part-2 and Part-3 of the Tender)	Compliance/ Remarks by Principal/ manufacturer (To be agreed/To be mentioned with detail explanations)

BIDDER shall quote all main equipment as mentioned in Part 2 in foreign currency on incoterm 'Delivered At Place' (DAP) basis.

PART-1: GENERAL INFORMATION AND BIDDER'S RESPONSIBILITY

General Information

5. PURCHASER plans to carry out the following procurement, replacement of Surveillance Radar System of MPA 8307:
 - a. Procurement of 01 (one) complete set of Multi-mission Airborne Surveillance Radar.
 - b. Installation of new Surveillance Radar System.

Eligibility of the BIDDER

6. The BIDDER is to provide a complete set of Surveillance Radar and carry out installation of Surveillance Radar System on board BN MPA 8307. The genuine manufacturer of the Radar or their authorized Principle/ Dealer/ Agent may participate in the bid through appropriate local agent in Bangladesh. Radar manufacturer may also participate through the



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manufacturer of Do 228-212NG aircraft General Atomics AeroTec Systems, GmbH, Germany or their authorized agent/ service centre/ MRO in the bid. In that case, Authenticity Certificate of the genuine manufacturer of the Radar System in to be provided. The BIDDER is to be capable of supplying and carry out installation of Surveillance Radar System onboard BN MPA 8307 in coordination with General Atomics AeroTec Systems, GmbH, Germany. The BIDDER is to submit valid Certificate given by the manufacturer of Do 228-212NG aircraft, General Atomics AeroTec Systems, GmbH, Germany in regard to the compatibility of radar for this MPA. The offered Surveillance Radar system should be in use by at least 03 (three) agencies/ organizations (name of organization to be mentioned along with supporting documents).

7. All certificates and documents submitted along with the quotation must be valid and signed/ attested by the authorized executive of the radar manufacturer and aircraft manufacturer (when applicable) as proof of origin.

8. **Government/ Export License/ Permission.**

a. The BIDDER is to process govt. license/approval for importing/ exporting of tendered military items from and to the country where the overhaul/repair factory is located. It is the responsibility of the BIDDER to have valid Government Assurance Certificate mentioning that there is no restriction from the respective Government to export the respective Surveillance Radar System and its fitted equipment to Bangladesh and export permit shall be issued to the BIDDER. In case the same is not in the BIDDER's possession, then the BIDDER is to confirm that they will intimate DGDP about the possession of such license/approval within 30 days of opening the operative letter of Credit (LC). For failure to confirm above, DGDP may cancel the contract.

b. BIDDER is to mention the International Traffic in Arms Regulations (ITAR) item (if any) and suitable alternatives for the offered Surveillance Radar System.

BIDDER's Responsibility

9. **Compliance on Tender.** BIDDER is to comply with all the conditions of this tender specification. The BIDDER is to submit aircraft manufacturer/ Designer's approved technical job specification along with the offer, which will be followed during the replacement of Surveillance Radar of the aircraft. BIDDER has to give due attention and compliance on the followings:

a. BIDDER is to provide detailed explanation of the technical matters if deemed necessary and cross-reference to relevant pages of their offer/ original supporting documents.

b. BIDDER is to mention detailed compliance/ non-compliance and their agreement (as applicable) against each condition. DGDP preserves the right to reject those offers which merely mentioned 'Complied/ Agreed' without highlighting required information/ data/ figures/ graphs as asked against each condition.

10. **Clarification on Any Issue.** The BIDDERS may request for clarification on any issue relating to the information contained in the tender specification from BN Headquarters (Directorate of Naval Aviation) in writing with an information copy to DGDP and apply for a clarification meeting at DGDP (if felt necessary) on pre-agreed schedule from Directorate of Naval Aviation and DGDP at the expense of BIDDER.



11. **Evaluation Procedure.** The bid proposals submitted by the BIDDERS shall be evaluated primarily on the basis of (but not only) the following elements (not in any priority order). In addition to hard copy, BIDDER is to submit the authenticated soft copy of the compliance sheet:

- a. Eligibility criteria for BIDDER.
- b. Responsiveness and compliance to the Technical Specifications and General Terms & Conditions.
- c. Factory evaluation report by the PURCHASER's team at BIDDER's premises/factory/facilities (optional).
- d. BIDDER'S international standard certification.
- e. Presentation by the BIDDERS at BN Headquarters
- f. Financial competitiveness.

12. **Presentation by BIDDER.** The BIDDER will be required to give a presentation at BIDDER's expense for any clarification at BN headquarters as desired by PURCHASER any time during evaluation of the offers. In that case the BIDDER is to submit necessary information and photographs of the team to NHQ at least 04 weeks before their presentation. The presentation may cover more aspects than those which have been covered in BIDDER's proposal.

13. **Pre-bid Meeting.** The BIDDER may attend a pre-bid meeting at DGDP within 04 (four) weeks from the day of floating the tender by DGDP. The BIDDER may carry out pre-bid inspection of the aircraft and facilities at Bangladesh Naval Aviation Hangar, Chattogram before submitting quotation at their own expense with prior permission PURCHASER. In that case, particulars of the specialists of the BIDDER are to be submitted well in time (minimum 04 weeks before the scheduled visit) at NHQ to arrange security clearance. The BIDDER is to forward their queries (if any) 10 (ten) days before the pre-bid meeting.

14. **Factory/ Facilities Evaluation by PURCHASER.** The BIDDER, as part of technical evaluation, may require to arrange 04 to 05 days premises/factory/facilities evaluation visit for PURCHASER technical evaluation team at BIDDER's cost except international air fare, food and accommodation.

15. **Additional Works Offered by the BIDDER.** The BIDDER may suggest and/or offer works additional to what is described in this tender schedule. In this case, BIDDER has to explain the detailed advantage of that/those works.

16. **Acceptance/ Rejection of Bid.** DGDP reserves the right to accept or reject any bid or to terminate the bidding process and reject all bids at any time prior to the contract award (without thereby incurring any liability to the BIDDER).



PART-2: TECHNICAL SPECIFICATION

17. **General.** Part-2 details out all essential and main tasks for the replacement of Surveillance Radar System of MPA 8307. Non-compliance with these tasks will be considered as a disqualification of the offer.

18. **Name of the Item.** Airborne Multi-mission Surveillance Radar.

19. **Quantity.** 01 (one) complete set.

20. **Particulars of the Aircraft.**

a. **Type of Aircraft.** Dornier 228-212NG

b. **Aircraft Manufacturer.** General Atomics AeroTec Systems (GA-ATS) GmbH,
Sonderflughafen Oberpfaffenhofen,
Postfach 1253, 82231 Wessling,
Germany

c. **Relevant Information.**

AC Ser	AC Reg No	Year of Manufacture	Full Cycle Inspection		Installation Period
			Starting Date	Completion Date	
8307	S3VHR	2013	19 Mar 26	22 Aug 26 (approx)	Replacement of Surveillance Radar is to be conducted during Full Cycle Inspection at service center

21. **Name of the PURCHASER.** Directorate General of Defence Purchase for Government of People's Republic of Bangladesh, Ministry of Defence.

22. **Name of the BIDDER.** To be mentioned (Name, address, phone no, email and website).

23. **Local Agent.** To be mentioned (Name, address, phone no, email and website).

24. **Make, Model, Standard and Certification.**

a. The BIDDER is to mention the make and model of the offered Surveillance Radar System. The Surveillance Radar System along with associated accessories and items supplied are to be designed, constructed/ manufactured and tested up to the requirement of IEEE/ IEC, appropriate MIL standard and shall comply other referenced standard. Relevant certificates are to be provided at the time of delivery of the items.

b. Make, model and country of origin/ manufacturer of all major equipment are to be mentioned.



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- c. The BIDDER is to provide the compatibility certificate to integrate the offered Surveillance Radar System with the existing structure of MPA 8307 from Aircraft Manufacturer.
25. **Year of Manufacture.** The Surveillance Radar System must be newly manufactured including major components/ systems in 2024 or later.
26. **Country of Origin.** The country of origin and country of manufacturer of the offered Surveillance Radar System and all major components are to be from EU/ UK/ Japan/ Australia.
27. **Scope of Work.** The scope of works are as follows but not limited to:
- a. Supply of 01 x complete set of Airborne Multi-mission Surveillance Radar System that will be compatible with BN MPA 8307 (Do 228NG).
 - b. Installation of the new Surveillance Radar System (to be supplied) on BN MPA 8307.
 - c. Installation of radar system is to be carried out during the 2nd Full Cycle inspection (starting from March 2026) of the aircraft at the site of service centre.
 - d. Replacement of operator console (if required).
 - e. Installation of new software/ HMI (if required).
 - f. Test/Trial and acceptance.
 - g. Conduct of operator and maintenance training. Operator, maintenance manuals and other necessary documents are to be provided in this regard.
 - h. Test Equipment (if applicable), tools and spares.
28. **Operating Environment.**
- a. Temperature : -10° to + 50°C.
 - b. Relative Humidity : Up to 98% (non condensing).
 - c. Shock & Vibration : Military standard (To be mentioned).
 - d. EMI/ EMC Standard: Military standard (To be mentioned).
29. **General Features (Details to be mentioned).** The offered Surveillance Radar System will have following features but not limited to:
- a. Detection Range not less than 180 NM.
 - b. 360° Azimuth coverage.
 - c. Long range surface search/ surveillance capability.
 - d. Generating High Resolution image of geographical area using SAR
 - e. ISAR mode providing enhanced imaging capability.
 - f. Active Electronically Scanned Array (AESA) technology.
 - g. Capability of tracking minimum 300 targets simultaneously.
 - h. Ground, Maritime and Air Moving Target Indication capability.



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- j. Ability to detect small and low flying aircraft.
- k. Ability to detect and track small targets in high sea swell from high altitudes.
- l. Simultaneous Multi-mode capability (e.g. SAR and GMTI or ISAR and MMTI).
- m. High detection performance and sensitivity in strong clutter and interference environment.
- n. High resistance to EMI/ECM.

30. **Technical Specification.** The technical specifications of the Surveillance Radar System are as follows:

- a. **Frequency Band** : To be mentioned.
- b. **Range and Altitude.**
 - (1) Minimum detectable range (Surface) : To be mentioned
 - (2) Maximum detectable range (Surface): Not less than 180 NM (To be mentioned)
 - (3) Minimum detectable range (Air) : To be mentioned (Details range at different altitude for different targets depending on aspect and CSA).
 - (4) Maximum detectable range (Air) : To be mentioned (Details range at different altitude for different targets depending on aspect and CSA).
 - (5) Range Accuracy : To be mentioned.
 - (6) Bearing Accuracy : To be mentioned.
- c. **Built-in Test Equipment (BITE)** : To be incorporated.
- d. **Mean Time Before Failure (MTBF)** : Minimum 2,000 Hrs (To be mentioned)
- e. **Transmitter.**
 - (1) Brand : To be mentioned.
 - (2) Model : To be mentioned.
 - (3) Type : To be mentioned.
 - (4) Modulator Type : To be mentioned.
 - (5) Peak Power : To be mentioned.
 - (6) Average Power : To be mentioned.
 - (7) Beam width : To be mentioned.
 - (8) Polarization : To be mentioned.
 - (9) Pulse Width : To be mentioned.
 - (10) Pulse Repetition Rate : To be mentioned.
 - (11) Duty Cycle : To be mentioned.
 - (12) Duplexer : To be mentioned.
 - (13) Sector Transmission : Details to be mentioned.
 - (14) Weight and Size : To be mentioned.



f. **Receiver.**

(1)	Brand	:	To be mentioned.
(2)	Model	:	To be mentioned.
(3)	Type	:	To be mentioned.
(4)	IF Frequency	:	To be mentioned.
(5)	Range Resolution	:	To be mentioned.
(6)	Bearing Resolution	:	To be mentioned.
(7)	Interference Rejection	:	To be mentioned.
(8)	Sea Clutter Rejection	:	To be mentioned.
(9)	Overall Dynamic Range	:	To be mentioned.
(10)	Minimum Detectable Signal:	:	To be mentioned.
(11)	Performance Monitoring	:	Details to be mentioned.
(12)	ECCM Capabilities	:	Details to be mentioned.
(13)	Weight and Size	:	To be mentioned.

Or, if the Receiver/ Transmitter is in a single unit, the above mentioned specifications of the unit are to be mentioned in details.

g. **Display/ Console.**

(1)	Brand	:	To be mentioned.
(2)	Model	:	To be mentioned.
(3)	Type	:	To be mentioned.
(4)	Screen Size	:	To be mentioned.
(5)	System Failure Alarm	:	To be mentioned.
(6)	Video output	:	Details to be mentioned.
(7)	Video Processing	:	Details to be mentioned.
(8)	Weight and Size	:	To be mentioned.

h. **Antenna/ Scanner.**

(1)	Brand	:	To be mentioned.
(2)	Model	:	To be mentioned.
(3)	Type of Antenna	:	To be mentioned.
(4)	Gain	:	To be mentioned.
(5)	Rotation Speed	:	To be mentioned.
(6)	Polarization	:	To be mentioned.
(7)	Antenna Scan Rate	:	To be mentioned.
(8)	Cooling System	:	Details to be provided.
(9)	Weight and Size	:	To be mentioned
(10)	Stabilization System	:	To be mentioned.

j. **Interfaces.** The Surveillance Radar system is to be interfaced with the followings systems onboard BN MPA:

- (1) Electronic Flight Instrument System (P/N: 8904-35533-02).
- (2) Flight Management System (P/N: 3017-32-221) (If required).
- (3) Landing Gear System (P/N: AG521000F00F).



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- (4) Any other aircraft systems (If required).

Standard available interface options are to be mentioned. The supplier will provide necessary ICD (Interface Control Diagram) during delivery/ installation.

- k. **Power Supply.** Available power supply of BN MPA is 28 V DC. In case of requirement of any other supply, necessary power supply arrangement are to be incorporated. A detail of the additional power supply arrangement (if needed) is to be provided.
- l. **Power Consumption.** : Power consumption of each unit is to be mentioned.
- m. **Standards.** : IMO, IEEE, IEC & other MIL-STD etc to be mentioned.
31. **Waveguide and Cables.** The BIDDER is to provide appropriate and sufficient wave guide (where applicable), power cables and control cables for the Surveillance Radar as per IEEE/IEC/MIL standard. Replacement of new waveguide and cables to be done during installation work.
32. **Software Backup.** BIDDER will provide all related software of the Surveillance Radar to PURCHASER in appropriate portable memory device. The capacity of the portable storage device is to be at least 1TB.
33. **Standard Accessories.** Standard accessories must include every item and accessories, which are essential to install and operate the Surveillance Radar whether those are mentioned in the specification or not. A list of such items/ accessories is to be provided with the quotation indicating item wise price.
34. **Optional Items.** Optional items/ accessories, if needed, are to be quoted separately showing item wise price.
35. **Spare Parts.** Original Equipment Manufacturer (OEM) recommended spares of the Surveillance Radar for 02 years trouble free operation are to be quoted showing item wise price.
36. **Testing Equipment, Tools and Manuals.**
- a. **Testing Equipment (if applicable).** One (01) set of testing equipment required to carry out performance checks of the Surveillance Radar System is to be provided. List of testing equipment is to be provided indicating item wise price.
- b. **Tools.** One (01) set of tools to be supplied for regular maintenance work, removal/ installation of radar components and for troubleshooting. List of tools is to be provided with the offer indicating item wise price.
- c. **Manuals.** One (01) set of following manuals (soft and hard copy) in English are to be provided with the Surveillance Radar system at the time of delivery:
- (1) Operator Manual
 - (2) Maintenance Manual with removal/ installation instructions of different components of the radar system including necessary circuit diagrams.



- (3) Parts Catalogues
- (4) Installation and removal Diagram.

37. **Factory Acceptance Test (FAT).**

a. Factory Acceptance Test (FAT) will be carried out by team of 02/ 03 (Two/ Three) members of PURCHASER for a duration of minimum 03/ 05 (Three/ Five) working days excluding journey period. All costs related to boarding, lodging, international air tickets etc for the PURCHASER personnel proceeding for FAT shall be borne by the PURCHASER.

b. All types of movement/transportation (air/road/sea) of the team within the manufacturer/supplier's country, reception and arrangement for entry in to the country/concerned area for the FAT team to be arranged by the BIDDER. All costs related to conduct of FAT within BIDDER/ OEM premises are to be borne by the BIDDER.

c. The BIDDER shall inform the PURCHASER about the date of FAT (schedule) including details of FAT procedures to be carried out during FAT and at least 08 (eight) weeks prior to the date of commencement of the said inspection. The FAT criteria for the items concerned shall be developed by the BIDDER and forwarded to PURCHASER in due time for consent.

d. The FAT schedule is to include full functional demonstration of all sensors/ systems/ equipment to verify the parameters mentioned in the technical specification of the radar. Inspection of all other spares and tools (if any) will be carried out by PURCHASER's FAT team at the OEM/ BIDDER's premises prior to shipment.

e. After FAT, a joint test report shall be prepared in English, which shall include all test results and other relevant information and signed by the BIDDER, Equipment Manufacturer (if any) and the PURCHASER's representatives.

38. **Training at Manufacturer's Premises.** The BIDDER is to provide operator's and maintainer's training for the Surveillance Radar to the nominated PURCHASER personnel at manufacturer's premises. Cost of both way air fair (Dhaka to manufacturer's premises and back), food and accommodation to be borne by the PURCHASER. Training material and internal travel cost are to be borne by the BIDDER. Training is to be provided in English Language. Training cost for operator and maintainer training for each trainee is to be quoted separately along with recommended number of trainees for each training. The price is to be quoted for 04 trainees in each group (4X operators, 4X maintainers).

39. **Installation.**

a. The Surveillance Radar System along with associated accessories are to be installed onboard BN MPA 8307 during the 2nd Full Cycle inspection of the aircraft (starting from 19 March 2026) at the site of service centre.

b. Technical documents (Installation drawings, Installation instruction, etc) required for installation of different components of the Surveillance Radar system are to be provided by the manufacturer.



40. **Test, Trial and Acceptance.**

a. Test/ trial will be carried out at service centre premises after the installation of the Surveillance Radar system onboard BN MPA. Test/ trial will be carried out in presence of PURCHASER and BIDDER representatives at service centre. Mentionable that, a team (comprises with 05 members) will carry out the JTF of aircraft at service centre as part of 2nd full cycle maintenance contract of BN MPA. During the JTF of aircraft, the same PURCHASER team will carry out the test/trial of the Surveillance Radar System.

b. On successful completion of test/ trial for radar during JTF, a Joint Test Flight Acceptance Certificate for radar system is to be signed by both the parties at service centre.

c. Final acceptance will be given after successful completion of Test/ trial of the radar system carried out by PURCHASER and BIDDER's representatives at PURCHASER site (after return of the MPA).

d. An acceptance certificate will be signed by both the parties (BIDDER and PURCHASER) at PURCHASER premises on completion of successful final acceptance test.

e. Cost of BIDDER's personnel in respect of traveling to and from the work site, staying and working in Bangladesh for required duration are to be borne by the BIDDER.

41. **Brochure/ Booklet.** Brochure/ booklets in English incorporating technical details with necessary drawing/ diagram of the offered Surveillance Radar System including general features/ outlines must be provided with the offer for evaluation/ assessment.

42. **Certificates and Reports.**

a. Following certificates and reports are to be provided in English for the Surveillance Radar with associated equipment/ accessories during delivery:

- (1) Authorized Release Certificate (ARC)
- (2) Factory Test Certificates.
- (3) Guarantee and warranty certificates.
- (4) Compatibility Certificate from Do 228-212NG aircraft manufacturer General Atomics AeroTec Systems, GmbH, Germany GA-ATS.
- (5) Authenticity Certificate from Original Equipment Manufacturer of Surveillance Radar System.

43. **Warranty.**

a. Minimum 12 (twelve) Months warranty for trouble free operation is to be provided by the BIDDER for the Surveillance Radar system from the date of acceptance by PURCHASER. If any component of the Radar System becomes defective during the



warranty period, the warranty shall be extended automatically (for relevant component) for the period the component remains defective.

b. Any discrepancy/ malfunction of components found within the warranty period shall be rectified/ replaced at the BIDDER's expense including both ways freight and insurance within the shortest possible time but not later than 60 days.

44. **After Sales Service.** After sale service shall be provided by the BIDDER under the following terms:

a. Technical support up to the service life of the Surveillance Radar System.

b. Publication/ documentation support such as maintenance/ repair/ overhaul manual, Service Bulletin, information letter etc up to the service life of Surveillance Radar.

c. Spares Support for up to 15 (fifteen) years or total life of Surveillance Radar System whichever is later.

d. If any system, equipment, machinery, etc becomes obsolete or out of production, the BIDDER shall intimate alternative part number of obsolete/ out of production item to the PURCHASER for smooth operation of the Surveillance Radar.

Miscellaneous Terms & Conditions

45. The following miscellaneous terms and conditions are to be followed (agreement of the BIDDER is to be mentioned against each term and conditions):

a. Due to the fault of the BIDDER, if any change/ amendment is required in the contract/ LC, all such expenses/ charges shall be borne by the BIDDER.

b. DGDP shall have the right to cancel the contract with necessary punitive action for BIDDER's failure in supplying the contracted goods and services in due time.

c. Freight charges (if any) will be paid at actual, but not more than the contracted freight charge. As such, freight charge is to be mentioned in appropriate column of AWB/ BL.

d. BIDDER must mention the prices in foreign currency which is to be firm and fixed. No increase of price for additional equipment/ repair/ replacement at any stage will be accepted by PURCHASER after submission of offer.

e. BIDDER may provide/ furnish with their offer any other information deemed necessary.

f. BIDDER is to submit the compliance/ non-compliance state against each of the tender terms and conditions in the sequence maintained in the tender specifications.

g. BIDDER's failure to return the aircraft to Bangladesh would make him liable to compensate the full value of the aircraft to DGDP.



46. Any other terms and conditions not covered above shall be as per the standing rules of DGDP.

47. DGDP reserves all the right to select any BIDDER or cancel the whole tender process at any time without assigning any reason.

48. **Financial Offer.** The BIDDER shall comply with the price/quotation as asked in the tender specification. The BIDDER may mention the price of additional items and services in the financial offer. Item-wise price is to be mentioned for each item and services. The BIDDER may also explain the financial terms and conditions in the financial offer as appropriate. To evaluate the financial competitiveness, BIDDER has to submit the summary of financial offer as per following format:

<u>Ser</u>	<u>Description</u>	<u>Total Price</u>
1.	Cost of 1X Complete Set of Surveillance Radar System along with accessories and installation of Radar System on BN MPA 8307	To be mentioned
2.	Cost of Spares, Tools and Test Equipment (Optional)	To be mentioned
Cost and Freight (CFR)=		To be mentioned
3.	Cost of training package (Foreign) (4X operators, 4X maintainers)	To be mentioned
Total Value (Euro)=		To be mentioned
IN WORDS: (To be mentioned)		

Note:

1. PURCHASER reserves the right to select items/ equipment/ spares/ sensors from among those offered by the BIDDER.
2. In the financial offer, price of all mandatory and optional items is to be shown separately.
3. Total price for determining lowest BIDDER shall be determined as per the existing rules of DGDP.
4. Breakdown of training/ tuition fees and administrative costs of trainees (costs related to boarding and lodging for each trainee per day) are to be mentioned separately.

49. **Terms of Payment.** 100% Payment shall be made through irrevocable LC. The LC will be opened with any scheduled bank in Bangladesh under following terms and conditions:

a. **1st Instalment.** 20% of the CFR value shall be paid after signing the contract and opening of the Letter of Credit (LC) on submission of the following:

- (1) Bank Guarantee (BG) for an amount equivalent to 20% of CFR value.



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- (2) Performance Guarantee (PG) in the form of BG for an amount equivalent to 10% of LC value.
- (3) Submission of Supply Assurance Certificate in terms of Surveillance Radar System.
- (4) Submission of modification layout and drawing.
- (5) The 'Letter of Approval' by the purchaser for modification layout and drawing.

b. **2nd Instalment.** 60% of the CFR value shall be paid on shipment of all the relevant items to the site of service centre, installation and on submission of the following documents:

- (1) Original Bill of Lading/ Airway Bill 06 set (01x Original & 05 x Copies) must be issued by shipping lines or authorized agent of shipping/ airlines.
- (2) BIDDER'S signed invoice.
- (3) Packing List of Surveillance Radar System.
- (4) Certificate of Origin and Certificate of Manufacture.
- (5) Manufacturer's/ BIDDER's Warranty/ Guarantee Certificate.
- (6) Joint Factory Acceptance Certificate (FAT) report
- (7) Job completion certificate issued by the BIDDER.
- (8) Authorized Release Certificate (ARC) of major equipment (TX/ RX Unit, Display, Antenna etc)

c. **3rd Instalment.** Remaining 20% of CFR shall be paid after the final acceptance of the Surveillance Radar System and on submission of following documents:

- (1) Joint Test Flight Certificate signed by both BIDDER and PURCHASER (at BIDDER facility)
- (1) Final Acceptance Certificate signed by both BIDDER and PURCHASER (at PURCHASER premises).
- (3) Submission of Warranty for Guarantee in the shape of Bank Guarantee (BG) for an amount equivalent to 5% of LC value from any scheduled bank in Bangladesh in favour of Senior Finance Controller (Navy), Lalasari, Sailors Colony, Mirpur-14, Dhaka-1206, Bangladesh. This BG shall remain in vogue, which shall be released on receipt of 'No Objection Certificate' from the PURCHASER after the delivery of all contractual items, trainings, services, and completion of warranty period of Surveillance Radar System.



d. **4th Instalment.** 100% cost of training shall be paid on completion of foreign training and submission of training completion certificate issued by the PURCHASER.

50. **Letter of Credit.** PURCHASER shall establish the LC after signing the contract. The LC shall be subject to the Uniform Customs and Practice for Documentary Credits (UCP 600). Cost for establishing the LC shall be borne by the PURCHASER. Such documentary credit shall include a provision that partial shipments are allowed. The documentary credit shall be payable at sight and documents shall be presented for payment after the event as defined hereinafter.

51. **Letter of Credit Extension/ Amendment Charges.** Any amendment to the Letter of Credit including extension thereof, needed by the BIDDER/PURCHASER, the charges (inside Bangladesh) thereof shall be borne by the responsible party (BIDDER/PURCHASER). However, Charges related to the amendments (outside Bangladesh) shall be borne by the BIDDER.

52. **Offer Validity.** Offer must remain valid for minimum 180 (one hundred and eighty) days or as per tender terms and conditions from the date of opening the tender. Within the validity of the offer, withdrawal of offer or un-willingness to sign the contract by the BIDDER is not to be accepted and, in such cases, actions would be taken against the principal BIDDER and local agent as per DGDP rules. PURCHASER also preserves the right to get the offer validity extended with the consent of the BIDDER.



PART III: TERMS AND CONDITIONS53. **Terms of Delivery.**

- a. The complete set of Surveillance Radar System along with accessories are to be supplied to the 'PURCHASER designated site of service centre' for installing onboard BN MPA 8307 within 12- 14 months after signing of the contract. The tools and test equipment which are required for the installation of the Radar System onboard BN MPA are also to be supplied to site of service centre within 12- 14 months after signing of the contract.
- b. The spare parts, tools and test equipment (if any) and manuals of the Radar System are to be delivered within 12-14 months after signing the contract to the following Consignee:
- The Commanding Officer
Naval Stores Depot
New Mooring, Chattogram, Bangladesh
- c. The BIDDER will carry the items from Chittagong sea port/ airport (as applicable) to NSD Chattogram at the cost of BIDDER.
- d. All items are to be delivered in sea worthy packing to ensure safe transit by sea.
- e. All packages are to have packing notes showing their contents in detail and all packages shall be marked with the name and address of the consignee and gross weight.
- f. **Port of Shipment.** To be specified. If port of shipment is not from the country of manufacturer or country of origin, then port of shipment is to be mentioned with justification.
- g. **Port of Delivery.** For article 53 (b) any airport of Bangladesh.

54. **Expenses of BIDDER's specialist.** In Bangladesh, accommodation, food, transportation, medical care and all other expenses of the BIDDER's specialist and interpreter (if necessary) will be borne by the BIDDER.

55. **Schedules.** The BIDDER is to provide the following tentative schedule along with the offer:

- a. Schedule of Installation of new Surveillance Radar.
- b. Test/ trail at service centre during JTF of aircraft after Full Cycle inspection (tentative time July/ August 2026). However, the final date of Test/ trial is to be verified by the PURCHASER.
- c. Final acceptance in Bangladesh.
- d. Training Schedule.

56. **Guarantees.**

a. **Performance Guarantee (PG).** The BIDDER shall furnish a Performance Guarantee (PG), of 03-12 months (as applicable) with a validity from the date of expiry of the delivery schedule (as per DGDP format in foreign currency) in the shape of Bank Guarantee as security. The PG is of 10% on the LC value in favour of The Senior Finance Controller (Navy), Sailors Colony, Lalasarai, Mirpur-14, Dhaka-1206 as security money through any scheduled bank located in Bangladesh except Standard Chartered



Bank Ltd with a view to opening LC. In all the cases PG should be submitted before signing the contract. The PG shall be released by the SFC (Navy) on receipt of final acceptance certificate from DGDP. If the contractual obligation warrants the extension of validity of PG, the BIDDER shall remain liable to do so at his own cost. If, however, the BIDDER despite being requested by DGDP, decides not to extend PG; DGDP shall deserve the right to encash the PG, which shall later on completion of contractual obligations be handed over to the BIDDER. In this connection the LC open by DGDP shall remain IN-OPERATIVE till receipt of PG from the Principal. On getting the valid PG the LC shall be made OPERATIVE. All expenditures involved in making the LC operative shall be borne by the PURCHASER. In case of failure of the BIDDER to fulfil the contractual obligations as per terms and condition of the contract, PG in full or part thereof may be forfeited at the discretion of the PURCHASER and necessary punitive action shall be taken against Manufacturer/Principal and Local Agent as per DGDP rules. In any case either PG validity expires, or contractual obligations is not completed, Local Agent of foreign manufacturer/principal must ensure that the PG issuing bank takes written clearance from DGDP before releasing PG to the principal.

b. **Bank Guarantee (BG)**. The BIDDER shall issue a Bank Guarantee (BG) for a value of 20% of LC value from any scheduled bank in Bangladesh in favour of The Senior Finance Controller (Navy), Sailors Colony, Lalasarai, Mirpur-14, Dhaka-1206, representing Bangladesh Navy, Peoples Republic of Bangladesh, information to The Directorate General Defence Purchase, Ministry of Defence, Peoples Republic of Bangladesh. This BG shall remain valid until the delivery (Final Acceptance) of the STORES and ADDITIONAL STORES (notwithstanding minor deficiencies which would be mutually settled and agreed between PURCHASER and BIDDER) in Bangladesh, and it shall expire on the signature by the parties of the Final Acceptance Certificate. If the contractual obligation warrants the extension of the validity of the BG, the BIDDER shall remain liable to do so at its own cost. In case of material failure of the BIDDER to fulfil its contractual obligation as per the terms and conditions of the contract, the BG in full or part thereof may be forfeited at the discretion of the PURCHASER.

57. **Delay in Delivery.**

a. In case, the BIDDER fails to complete the delivery of the Surveillance Radar System within dates stipulated in the contract, the PURCHASER shall have the right to impose and recover liquidated Damages (unless waived off) at the rate of 2% but not less than 1% of the value of unsupplied quantity of the item(s) per month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus leviable shall not exceed 10% of the total LC value.

b. Delay in the supply of STORES and ADDITIONAL STORES including Training and Services up to 21 days shall be regarded as "grace period" available to the BIDDER and the delivery date shall be considered to have been automatically extended up to that limit without issuance of any formal amendment. For delay beyond 21 days formal amendment to the delivery period shall be required. For purpose of imposing liquidated damages, if and when imposed, grace period shall be inclusive i.e liquidated damages shall be calculated from the original delivery date and not from the expiry of the grace period.



58. **Force Majeure.**

a. Notwithstanding the provision of the previous clauses, the BIDDER shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

b. For the purposes of this clause, force majeure means any event, act or other circumstances, beyond control of the BIDDER and not involving the BIDDER's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the PURCHASER either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight and freight embargoes.

c. If a force majeure situation arises, BIDDER shall promptly notify the PURCHASER in writing of such condition and the cause thereof. Unless otherwise directed by PURCHASER in writing the BIDDER shall continue to perform its obligations under the contract as far as is reasonably practicable, shall seek all reasonable alternative means for performance not prevented by the force majeure event.

59. **War Risks.** In the clause 'War Risks' means any blockage or any other actions which are announced as a blockage by any Government or by any belligerent or by any organization, sabotage, piracy or any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revelation. If at any time before the vessel commences loading or during the voyage or during unloading it appears that performance of the contract shall subject the vessel or her master and crew or her cargo to war risk at any stage of the voyage, the BIDDER has the right to stop the voyage. In all the rest not stipulated in this clause is related to 'War Risks' the parties shall be guided by the clause 'War Risks' of Uniform General (as revised 1922 and 1976). Code name 'GENCON' recommended by 'The Baltic and International Maritime Conference'.

60. **Arbitration.** All legal disputes, controversy or difference arising out of or in relation to the contract shall be settled by the parties in good faith without recourse to take legal steps before the ordinary course of law. However if amicable settlement fails, then the disputes/controversy shall be settled by way of arbitration as per the Arbitration Act 2001 of Bangladesh by an Arbitral Tribunal comprising of 3 (three) arbitrators. Each party shall appoint an arbitrator and the Chairman of the Arbitration Tribunal shall be appointed by them. The decision of the Arbitration Tribunal shall be final and conclusive. The place of such arbitration will be at Dhaka, Bangladesh.

61. **Other Information.** The bidder should provide any other information deemed necessary for evaluation of the tender apart from the information asked in the tender specification.

