

ANNEX 'D' TO
TENDER NO- 06.06.0000.275.07.183.25
DATED: 20 OCTOBER 2025

TECHNICAL SPECIFICATION OF ITEM (DP-5)

TENDER TERMS & CONDITIONS FOR PROCUREMENT OF REPAIR AND MAINTENANCE SERVICE FOR ADVANCED SPATIAL DISORIENTATION (ASD) TRAINER OF AMI BAF

1. **Introduction.** Bangladesh Air Force (BAF) has procured Advanced Spatial Disorientation (ASD) Trainer, Model: AIRFOX ASD from AMST SYSTEMTECHNIK GmbH, Austria on 14 June 2017. An Annual Maintenance Contract (AMC) for the ASD trainer was concluded with AMST SYSTEMTECHNIK GmbH, Austria which has expired on 23 June 2025. To ensure maximum serviceability and performance in all capabilities, ASD needs preventive maintenance from OEM or by any competent authority periodically in general and annually in specific. The maintenance includes but not limited to all different tasks by the bidder/OEM to keep that equipment serviceable.
2. The Bidders are to participate in the tender through their local agent enlisted in the Directorate General of Defense Purchases (DGDP) in Bangladesh. Bidder is to be the manufacturer of ASD trainer or authorized by the manufacturer which was installed in AMI BAF. The local agent must have an authorization letter by the OEM/ OEM authorized maintenance company to participate in the tender. The bidder is to comply with all the technical clauses of this technical specifications. The bidder or the local agent must keep one local engineer at bidder's expense at AMI BAF for immediate support and primary maintenance of ASD for the complete period of AMC. The local engineer is to be adequately trained by the OEM to render maintenance support.
3. It is the responsibility of the bidder to have valid Government Assurance Certificate that there is no restriction from the respective Government to export the accessories and items offered to Bangladesh in relation to the repair and maintenance of ASD trainer and export permit will be issued to the bidder if contract is awarded.
4. Bidder is to provide explanations in detail of the technical matters if deemed necessary and cross-reference to relevant pages of their offer / original supporting documents. Bidder is to provide performance / technical data, specific figures and information as asked against each condition of tender specification. In addition, bidder is to mention compliance / non-compliance against each condition. BAF preserves the right to reject those offers which merely mention 'Complied / Agreed' without producing required information / data / figures / graphs as asked against each condition.
5. Bidder is to submit full specification and relevant documents related to the repair and maintenance of ASD trainer along with the offer. The information in the document needs to be self-explanatory and must support and validate the information mentioned in the tender specification. Deviation or variation of information between the document and offer would be treated as non-compliance.
6. **Additional Features Offered by the Bidders.** Bidders may suggest and / or offer features for the system additional to what is described in this tender schedule. In this case, bidders have to explain advantage of that / those features in detail of the system. BAF will have the option to choose the features or not.
7. **Transportation.** The equipments and accessories, for the job can be transported to Bangladesh through air or sea. The equipments / items are to be delivered to 201 MU BAF, Dhaka. Bidder is also to bear the expenditure for internal transportation from the air / sea port to BAF site.
8. **Security Clearance.** BAF will arrange security clearance for the visit of the bidder's specialists. The list of team members along with necessary information is to reach Air HQ (Directorate of Communication and Electronics) at least 30 days before their date of arrival.
9. BAF reserves the right to accept or reject any offer or to annul the bidding process and reject all offers at any time prior to signing contract award (without thereby incurring any liability to the bidders).

Technical Terms and Condition

10. The following are the terms and conditions for support and maintenance services:
 - a. **Hotline Support & Administration.** Provide hotline support for all questions regarding the **operational use and maintenance** aspects of the contractual goods. A hotline function shall be available at the supplier's end to enhance material readiness and act as a general guideline for operation principles and customer maintenance support. The telephone hotline shall be active from **Monday to Thursday (07:00 to 22:00) and Friday (07:00 to 17:00) Austrian time.**

Ways of communication:

- (1) Online Helpdesk
- (2) E-mail
- (3) Phone
- (4) What's App

b. **Preventive Maintenance.**

(1) The specialist from OEM will be on site (AMI BAF) for minimum 1 week at least 2 times a year to carry out the preventive and annual maintenance tasks of the contract goods **described in the maintenance manual within the maintenance documentation.** The maintenance checklist includes details of maintenance procedure has to be handed over during signing of contract.

(2) During on site visit by specialist of OEM, any modifications or updates of the system will be performed as per the recommendation of OEM and approval by the user.

(3) Specialist should perform necessary maintenance tasks as given in the maintenance manual. Upon completion of each maintenance or repair action, a Certificate of Conformity (COC) will be filled out and signed in a joint effort by the customer and service provider, confirming and accepting the services rendered.

(4) If force majeure (non-imputable failures) prevents the execution of the scheduled maintenance activities on either side - the customer's or suppliers - new arrangements in terms of scheduled dates will be negotiated considering the circumstances of both parties.

c. **Documentation Support.** Updated (if any) manuals and any other documents related to operation/ maintenance, shall be provided at the time of signing contract and every 9 monthly, if necessary.

d. **Remote Management System (RMS).** The bidder will support the local BAF maintenance personnel including local engineer via internet or phone in case a failure appears in the system.

(1) **Criteria of Remote Management System:**

(a) Remote/online tech support is to be provided within 24 hrs from reporting any discrepancy by BAF to the OEM/Supplier.

(b) Computer support (remote control/monitoring)

(c) System support: Analysis, Update, Software Re-installing, System Setup.

(2) The bidder shall establish access for the BAF maintenance personnel to the online failure reporting system (All reported events will be collected and stored within a database). The assigned people of the service department will respond as soon as a solution is available.

(3) An event can be raised anytime by customer maintenance personnel and local engineer to service provider.

11. **Software and Program.** Necessary program, software used for ASD trainer including their backup copy are to be provided. Any upgrading software would be within the cost of AMC.

12. **Spares.** A list of necessary spares including price should be provided during bidding. The price will be firm and fixed for the whole period of maintenance contract and a minimum of one year warranty should be given. The spare items should be delivered within 30 days from issuing the purchase order. All related cost of the installation of spares would be within the contract value.

13. **Replacement of Equipment /spares.** If any replacement of equipment / spares is needed, the price of the spares/ eqpt will be paid separately by BAF as per the price list. Delivery of the eqpt/spares will not exceed 30 days from issuing purchase order.

14. **Notification Criteria.**

a. **Assigning of POC.** Directorate Communications & Electronics will act as POC (Point of contact) for ASD service to communicate with the Supplier. Clients (AMI BAF) can communicate with the bidder for all required support, maintenance, modification or clarification as well keeping the POC informed. No communication from an individual except POC shall be entertained by the supplier.

b. **Communication Media.** Three ways of communication need to be available for any kind of reporting.

- (1) Written ltr
- (2) Email
- (3) SMS and whatapp

15. **Tenure of Maintenance Service.** The length of the maintenance contract will be 12 months from the date of signing of the contract.

16. **Terms & Conditions of Payment.** The Following are the terms and conditions for support and maintenance services:

- a. Initially, the duration of the maintenance contract will be 01 year.
- b. The validity of offer needs to be mentioned, and it will be counted from the date of submission of offer.
- c. The cost of service/ items are to be firm and fixed for the whole period of the maintenance contract.
- d. During the period of maintenance, engineers, technicians and/ or personnel nominated by the vendor for the maintenance job must adhere to the rules and regulations of BAF.
- e. All expenditure including food, accommodation, transportation (air tickets), medical and internal transportation or other facilities for the foreign engineers, technicians and/or personnel working for the maintenance job are to be borne by the bidder.
- f. The bidder has to submit a list of spare parts including price and warranty of one year for the spare parts. BAF will have the option to procure or not.
- g. If the item is found unsatisfactory/ unserviceable during inspection/ functional check that must be replaced free of cost by the supplier within 30 days from the date of reporting. Both ways freight and insurance charges shall have to be borne by the supplier.
- h. If any spares become unserviceable within the warranty period, the supplier must replace/repair the item at his own expense including both ways freight and insurance charges within a given time frame not exceeding 30 days.
- j. If the supplier fails to repair / replace the item/ equipment under warranty claim within the stipulated days as given above then the warranty period would be extended by the number of days of delay in repairing/ replacing the item/ equipment under warranty.
- k. Cost of freight/transportation and insurance charges for any items (tester/ test eqpt for maintenance work) which will be taken back after completion of maintenance service, will be borne by the supplier.
- l. The purchaser (BAF) has the right to cancel the contract at any stage if the supplier fails to provide the service/spares within the stipulated time.

17. Payment will be made as per following terms and conditions:

- a. Payment of the maintenance contract value (except spare parts) will be made in two equal amounts in two phases (six months' interval), on production of a Satisfactory Report from the user regarding the maintenance job and sought out problems. The 1st 50% will be disbursed after six months of maintenance and on production of certificate duly signed by users. The rest amount will be disbursed on completion of maintenance contract and on production of certificate duly signed by users.
- b. 90% of the payment for spare parts (if required) will be made after Brought on Charge (BOC) of the item by BAF and rest 10% payment will be made after successful completion of warranty period of the supplied spare parts.

MISC TERMS & CONDITION

18. The bidder must mention the full address including Telephone number, Fax number and e-mail address in the offer. The bidder also mentions the name and full address (including Telephone number, Fax number and e-mail address) of the local agent (if any) in the offer.

19. 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.
20. The cost of additional equipment /FOB including all charges is to be 'Firm and Fixed'. No increase of price at any stage after signing the contract will be accepted. If any item other than those already contracted is required, those are to be provided by the bidder within the contracted price.
21. Freight charges 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. Otherwise, FOB value of the supplied items will be paid.
22. Cost of freight/transportation charge and insurance for any surplus spares/accessories, which will be taken back after completion of assembly of Spatial Disorientation (SD) Trainer is to be borne by the bidder.
23. Bidders have to quote charges for air freight up to Dhaka, Bangladesh. The transportation of the equipment in Bangladesh (from airport to BAF site) is to be arranged and paid by the bidder.
24. The bidder is to quote FCA/ FOB cost and freight charges (by both air and sea) separately & clearly in financial offer. If freight is not quoted separately for each item, total freight will be distributed against each item based on its proportionate FCA/ FOB cost of all items. Any price/ cost quoted in the pages of quotation other than financial offer will not be considered.
25. The bidder is to mention the country of origin, country of manufacture and port of shipment of the items in the offer. After submission of offer country of origin, country of manufacturer will not be changed.
26. Offer must remain valid till 30 June 2026 from the date of opening the tender. Within the validity of the offer, withdrawal of offer or unwillingness to sign the contract by the bidder will not be accepted and in such cases action would be taken against the principal supplier and local agent as per DGDP rules.
27. Part shipment: Not allowed.
28. Part payment: Allowed.
29. AWB/BL must be in the name of consignee.
30. **Payment Terms: 100% Payment in foreign currency will be made through an irrevocable Letter of Credit (LC) opened with scheduled bank in Bangladesh and negotiating bank recommended by the supplier under following terms and conditions:**
- a. Payment of the maintenance contract value (except spare parts) will be made in two equal amounts in two phases (six months' interval), on production of a Satisfactory Report from the user.
 - b. The 1st 50% will be disbursed after six months of maintenance and on production of certificate duly signed by users.
 - c. The rest amount will be disbursed on completion of maintenance contract and on production of certificate duly signed by users.
 - d. 90% of the payment for spare parts (if required) will be made after Brought on Charge (BOC) of the item by BAF
 - e. Rest 10% payment will be made after successful completion of warranty period of the supplied spare parts.
31. Normally transshipment is not allowed. However, if the bidder needs transshipment, they are to mention in the offer about their requirement. In case of such requirement, the transshipment may only be allowed under single AWB/BL.
32. Compliance of tender terms and conditions should be mentioned in the quotations by the bidders as per the above sequence.
33. Any other terms and conditions not covered here will be as per DGDP rules and regulations.

