

JARIP BOAT

FOR OFFICIAL USE ONLY



# CONTRACT

## BETWEEN

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
MINISTRY OF DEFENCE  
DIRECTORATE GENERAL DEFENCE PURCHASE  
NEW AIRPORT ROAD, TEJGAON, DHAKA-1215  
BANGLADESH

DGDP BIN NUMBER: 18111043843, AREA CODE: 180301

Telephone: 88-02-9122360 & 88-02-9113541, Fax: 88-02-9122513, E-mail: info@dgdp.gov.bd, Web: www.dgdp.gov.bd

**AND**

KHULNA SHIPYARD LIMITED (KSY), LABONCHORA, KHULNA 9201, BANGLADESH  
Tel: 88-041-720003, Fax: 880-41-720404, Email : contact@khulnashipyard.com

**ITEM :**

CONSTRUCTION AND SUPPLY OF JARIP BOAT  
(QUANTITY : 02 IN NUMBERS)

**CONTRACT NUMBER AND DATE :**

241.01.18 DATED 03 JUNE 2018



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**CONTRACT**

**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**  
**DIRECTORATE GENERAL DEFENCE PURCHASE**

**MINISTRY OF DEFENCE**

**NEW AIR PORT ROAD, TEJGAON, DHAKA-1215**

**DGDP BIN NUMBER: 18111043843, AREA CODE: 180301**

**NSD CHITTAGONG BIN NUMBER: 24021034435, AREA CODE: 240102**

**NSSD DHAKA BIN NUMBER: 18141118003, AREA CODE: 180304**

**TEL: 88-02-9122360 & 9113541, FAX: 88-02-9122513**

**CONTRACT NUMBER 241.01.18 DATED 03 JUNE 2018 FOR CONSTRUCTION AND SUPPLY OF JARIP BOAT (QUANTITY : 02 IN NUMBERS) FOR BANGLADESH NAVY**

1. This contract agreement is signed on this day of 03 June 2018 (THREE June Two Thousand Eighteen) for the construction and supply of **Jarip Boat (Quantity : 02 in Numbers)** mentioned in Annexures A and B attached (herein after called '**the boats**') between the President of the People's Republic of Bangladesh, ex-officio represented by the Directorate General Defence Purchase, New Airport road, Tejgaon, Dhaka-1215, Bangladesh or his authorized officers (herein after called the 'PURCHASER') on the one part and **Khulna Shipyard Limited (KSY), Labonchora, Khulna 9201, Bangladesh Tel: 88-041-720003, Fax: 880-41-720404, Email : contact@khulnashipyard.com, Web: www.khulnashipyard.com** (herein after called the 'SUPPLIER and BUILDER') on the other part, **Global Marine Design Pty Ltd, 5/43 Burlington Street, Naval Base, Western Australia 6165, Tel: + 61 (0) 8 9437 1319, Fax: + 61 (0) 8 9437 2030, Web: www.globalmarinedesign.com** (hereinafter called the 'DESIGNER') shall design the boats for BN under the supervision of classification society Bureau Veritas (BV).

2. In pursuance of the mutual understanding the SUPPLIER and BUILDER agrees to build, launch, equip, complete and supply the boats described in Annexures A and B to the PURCHASER and the PURCHASER agrees to accept delivery of and purchase from the SUPPLIER/ BUILDER at a total cost of **Taka 22,42,77,282.00 (Taka Twenty Two Crore Forty Two Lac Seventy Seven Thousand Two Hundred Eighty Two Only)** (hereinafter called the 'Total contract price') on terms and conditions specified below:

- a. Name of Indenter : Naval Headquarters, Logistics Branch, Directorate of Technical Stores, Banani, Dhaka-1213
- b. Indent Number & Date : 23.02.2626.182.44.566.17.8294 dated 31 December 2017.
- c. Cost Debitable to Budget Head : Budget Head 3/1933/0001/6809
- d. Country of Manufacture of the Boat : Bangladesh.
- e. Consignee : NSD Chittagong/ NSD Khulna /NSSD Dhaka
- f. Date of Effectiveness of this Contract : 03 June 2018 (The date on which the contract is signed)
- g. Schedule of Shipment/ Shipment date (delivery schedule) : 12 (Twelve) months from the date of signing the contract (Delivery should be completed not later than 03 June 2019).

**MD. TARIN TASNIM**  
 Assistant Naval Architect  
 Design & Planning Dept.  
 Khulna Shipyard Limited

**MAHARUN NAHER**  
 Lt Commander BN  
 Assistant Director Purchase (Navy)  
 Directorate General Defence Purchase



## h. Address

(1) SUPPLIER and BUILDER : Khulna Shipyard Limited (KSY), Labonchora, Khulna 9201, Bangladesh Tel: 88-041-720003, Fax: 880-41-720404, Email: [contact@khulnashipyard.com](mailto:contact@khulnashipyard.com), Web: [www.khulnashipyard.com](http://www.khulnashipyard.com).

(2) FOREIGN DESIGNER : Global Marine Design Pty Ltd, 5/43 Burlington Street, Naval Base, Western Australia 6165, Tel: + 61 (0) 8 9437 1319, Fax: + 61 (0) 8 9437 2030, Web: [www.globalmarinedesign.com](http://www.globalmarinedesign.com).

j. Delivery place : Khulna Shipyard Ltd Jetty.

k. Advance Delivery Intimation : SUPPLIER shall inform the PURCHASER the date and time of delivery of each boat.

3. Inspection and Warranty/Guarantee Certificate.

a. Pre Shipment Inspection (PSI) and Factory Acceptance Test (FAT). As per Annex-B, Para-17 (d), 19 .b (6) and 32 (t).

b. Guarantee for Warranty. The Supplier will furnish to Purchaser a bank guarantee for warranty after satisfactory handing over of each boat for an amount equivalent to 5% (Five Percent) of the contract price of each boat ( 2.5% of the Total Contract Price for each Boat) which shall remain valid until expiry of the warranty period.

c. Warranty Repair/ Replacement. As per Annex-B, Para-57.

4. Contract Price. The total contract price of 2 x Jarip Boat will be Bangladeshi Taka 22,42,77,282.00 (Taka Twenty Two Crore Forty Two Lac Seventy Seven Thousand Two Hundred Eighty Two Only) (hereinafter called the 'Total Contract Price'). The Total Contract Price (TCP) includes payment for services of insurance, IT, VAT, cost for design package, material package, training and supervision by the classified society's surveyor and representatives of the FOREIGN DESIGNER during construction and shall not include the cost of the BUYER's supplies as mentioned in the specification. The Price Detail is as following:

Ser	Description	Price (Taka)
1.	Price of design and constructional drawings.	2,88,91,500.00
2.	Price of hull, material and man hour.	2,26,85,340.00
3.	Price of propulsion machinery, its control systems, gearbox, shafting and propellers	3,15,58,800.00
4.	Price of electrical power generation and distribution system together with lighting arrangement, electrical cables and fittings.	1,84,96,000.00
5.	Price of all auxiliary machinery and equipment	70,72,000.00
6.	Price of all deck machinery	76,58,924.00
7.	Price of electrical and electronic equipment (including navigational and communication equipment, sensors etc.)	65,28,000.00
8.	Price of Survey equipment	6,34,74,600.00
9.	Price of OEM recommended spare parts (Mandatory)	35,40,080.00
10.	VAT, IT and other Costs	3,43,72,038.00
<b>Total Contract Price (TCP)</b>		<b>Taka 22,42,77,282.00</b>
<b>(Total Contract Price in Words: Taka Twenty Two Crore Forty Two Lac Seventy Seven Thousand Two Hundred Eighty Two Only)</b>		



5. **Terms of Payment.** Total 100% payment amounting **Taka 22,42,77,282.00 (Taka Twenty Two Crore Forty Two Lac Seventy Seven Thousand Two Hundred Eighty Two Only)** shall be made in local currency by the PURCHASER against bills/documents submitted by the SUPPLIER/BUILDER. Payment schedule will be under following terms and conditions:

a. 20% of the TCP amounting Taka 4,48,55,456.40 (Taka Four Crore Forty Eight Lac Fifty Five Thousand Four Hundred Fifty Six Point Four Zero Only) will be released after signing of the contract subject to submission of the following by the supplier/builder:

(1) Performance Guarantee (PG) in the form of Bank Guarantee for 10% of the TCP amounting Taka 2,24,27,729.00 is to be submitted by the supplier valid till satisfactory test, trial and acceptance of each delivery of the boat to the purchaser. The PG shall be released after successful acceptance of the boats and on submission of 5% guarantee for warranty of the total contract price.

(2) Bank Guarantee (BG) for the amount of 10% of the TCP amounting Taka 2,24,27,729.00 is to be submitted by the supplier from a schedule Bank in Bangladesh to purchaser and valid till keel laying of the boat duly certified by the classification society.

b. 10% of the TCP amounting Taka 2,24,27,728.20 is to be paid after keel laying of each boat duly certified by the classification society.

c. 40% of the TCP amounting Taka 8,97,10,912.80 will be paid after arrival of Main engine, Generator and MBES for 02 boats (20% for one boat) duly certified by the classification society.

d. 10% of TCP amounting Taka 2,24,27,728.20 is to be after launching of 02 Boat as applicable duly certified by the classification society.

e. 20% of TCP amounting Taka 4,48,55,456.40 is to be paid after test/trial, acceptance and delivery of 02 in no Boat (10% for one boat).

6. **Bank Guarantee (BG).** Bank Guarantee (BG) for the amount of 10% of the TCP amounting Taka 2,24,27,729.00 is to be submitted by the supplier from a schedule Bank in Bangladesh to purchaser and valid till keel laying of the boat duly certified by the classification society.

7. **Performance Guarantee (PG).** Performance Guarantee (PG) in the form of Bank Guarantee for 10% of the TCP amounting Taka 2,24,27,729.00 is to be submitted by the supplier valid till satisfactory test, trial and acceptance of each delivery of the boat to the purchaser. The PG shall be released after successful acceptance of the boats and on submission of 5% guarantee for warranty of the total contract price.

8. **Price Escalation.** BN will not consider readjustment of the total contract price (TCP) due to escalation of price of machinery, equipment or materials over the period of construction of the Vessels

9. **Custom Duties and Taxes.** The construction material, machinery and equipment purchased for building the Vessels will, in general, be considered as Defence Stores. These defence stores shall be used by the Defence Forces of Bangladesh only and hence are exempted from payment of import custom duties (except luxury item) as per Ministry of Commerce, the Government of Peoples Republic of Bangladesh (NBR) Memo No 9 (41) NBR/Cus-IV/72/246 dated 10 Apr 1981. The Purchaser shall take necessary steps to arrange exemption from payment of import custom duties. The said charges are not included in the contract price.

10. **Insurance.** All insurance charges for material package shall be arranged and paid by the SUPPLIER.