

FOREWORD

If one of the main objectives of a business is striving for profit by adding value, procurement is surely one of the most important functions through which this can be achieved. Profit, as commonly understood, is what is retained after paying all the costs. One taka saved in purchasing materials goes directly into profit. The objective of purchasing should, therefore, be to help earn more profits for the organization.

A purchaser is a custodian of fund of his organization. As such, his foremost obligation is integrity in spending it and to obtain, at the right price, the right material at the right time so that the flow of production is not impeded. A good purchaser must display some basic qualities of intangible nature, such as integrity, dependability, competence and prudence.

To perform the economic function of contributing profit to his organization, an official engaged in purchasing must exercise professional competence which can be acquired by a clear understanding of the objectives of the enterprise/project he serves and a fair knowledge of the rules and procedures that grants him autonomy of action and at the same time sets limits to his jurisdiction providing opportunities for a balanced action for productive purposes.

I am delighted to see that the Purchase Manual of BSEC is printed and now ready for circulation and use. It is a milestone in the development of procurement as a major management responsibility. The Manual is divided into three broad parts : Guidelines, Procedures and Forms and Documents. Those already in practice since the pre-liberation days and later adopted by the corporations have been updated keeping in view the contemporary needs and state policies. It is expected that all concerned in the projects, enterprises and corporation will make the best use of the Manual and exercise delegated authorities with utmost discretion.

BSEC BHABAN
Dated : February 20, 1989

(Md. Nefaur Rah man)
Chairman

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FORMS & DOCUMENTS

GUIDELINES

1. ADVANCE PLANNING:

Budgeting of materials, stores and spares for a period in advance permits adequate and orderly planning of procurement action. It is, therefore, necessary for the head of the store department {or any other official appointed' by the head of the enterprise/project for this purpose) to ascertain the needs of materials and stores well in advance. All concerned departments of the enterprise/project should be consulted while assessing the annual requirements, particularly of raw materials and consumables. Excluding items of specialized nature which may take longer time, it generally takes about three months to procure locally available items and six months to import goods from abroad. This time factor should be borne in mind by all user departments.

2. STORES PURCHASE REQUISITION (SPR) :

2. 1 SPR shall be the basis of all procurements and without a valid SPR no procurement action shall be initiated. However, in exceptional and specific cases purchase up to taka five thousand only may be allowed for non-stock items against a departmental note approved by the competent authority.

2. 2 All SPRs shall indicate budgetary sanction and shall contain all basic and important information regarding materials to be procured.

2. 3 Within a maximum of five days from the date of receipt of an SPR by purchase division/department action shall start.

2. 4 No procurement should take more than three months for local items and six months for importable items except machinery, equipment, spare parts.

3. TENDER ENQUIRY :

On receipt of an indent, the head of the purchase division/department should initiate procurement action in the following manner :

3. 1 Press Tender :

If the estimated value of purchase is likely to exceed taka one lac and the item does not fall in the categories of (i) proprietary tender, (ii) limited tender and (iii) purchase by negotiation under Barter/Special Trading Arrangement (STA) /Grant, the item shall have to be advertised.

8. 2 Proprietary Tender :

,- If the goods are of proprietary nature, quotations are to be invited directly from manufacturers or their authorized agents irrespective of value.

3. 3 Limited Tender :

This mode of purchase should be adopted for general items in case value of purchase is taka one lac or less. Sealed quotations are to be invited from the enlisted suppliers/contractors for this purpose through limited tender enquiry.

3. 4 Spot Tender :

In exceptional cases where procurement through a limited enquiry becomes difficult and the work is likely to suffer for want of materials, spot tender quotations may be obtained from the genuine business firms/shops through a team of three officials; one from Accounts, one from Purchase and one from user's department and at least five sealed quotations are to be obtained on the spot.

4. EARNEST MONEY/BID BOND :

4. 1 Earnest money equivalent to one percent of the total quoted value subject to a maximum of taka five lac and rpirimum of taka one thousand (as prescribed in the tender documents) must be submitted along with the quotations against press tender and limited tender. Otherwise, the quotation shall stand invalid.

4. 2 State organizations, participating either directly or through local agents, may be exempted from submitting bid bond. In the event of awarding contract, they may also be exempted from submission of performance guarantee. However, in such cases ninety five percent. Payment may be made on shipment and the balance five percent if mutually agreed, after completion of discharge of cargo and settlement of dues, if any.

4. 3 In case of contracts under Barters, Trade Promotion Agreements (TPA), Special Trading Arrangements (STA), Counter-Trade Agreements (CTA), performance guarantee may be exempted. However, the same payment procedure as in the case of State Organisation may apply.

4. 4 For purchase against limited tender enquiry a one-time fixed deposit of taka three thousand for each group of items, and taka ten thousand for four or more group of u of earnest money in the form of Pay Order/Demand Draft and /Defense Savings Certificate/National Savings Certificate duly pledged in favor of the buyer shall be obtained from the enlisted supplier/contractors.

4. 5 Earnest money shall be submitted in the form of pay order/demand draft/bank guarantee from any scheduled bank in Bangladesh.

4. 6 Earnest money in the form of Defence Savings Certificate/Savings Certificate/National Savings Certificate duly pledged in favour of the purchasing agency may be accepted.

4. 7 Earnest money in foreign currency in the form of bank draft/bank guarantee duly endorsed by any scheduled bank in Bangladesh may also be accepted.

4. 8 Under no circumstance, earnest money by cheque on a scheduled bank or by cheque/pay order/demand draft/bank guarantee on a Co-operative Bank shall be accepted.

4. 9 Earnest money of the successful bidder shall be released only after receipt of performance guarantee.

4. 10 Earnest money of the unsuccessful bidders shall be refunded within seven days of finalisation of tender.

5. TENDER DOCUMENTS:

5. 1 Tender documents are to be prepared in such a way that all technical details and commercial terms & conditions are clearly understandable to the prospective bidders.

5. 2 Tender documents shall be the basis of evaluation and selection of any offer. Tender document shall be prepared in such a way that it contains full details of materials and also reflects important terms and conditions of purchase including criteria/principles of evaluation/assessment of a tender.

5. 3 Tender documents shall be supplied free of cost to the suppliers/contractors in case of purchase through limited tender enquiry and single tender enquiry.

5. 4 Tender documents shall be priced and sold as per rate prescribed hereinafter in cases of purchase through press tender enquiry.

5. 5 Complementary copies of tender documents pertaining to press tender enquiry shall be sent to the Chambers of Commerce and Industries as well as to the concerned Foreign Missions in Bangladesh for circulation amongst interested suppliers/contractors.

5. 6 Tender notice shall be displayed on the Notice Board for information of the interested suppliers/contractors in case of purchase through press tender enquiry only.

5. 7 Copies of all. tender enquiries shall be forwarded to user's department for information and scrutiny.

6. COST OF TENDER DOCUMENTS:

Selling price of tender documents shall be as follows :

- | | |
|---|--|
| 6. 1 For purchase not exceeding Taka one lac | : Taka ten only |
| 6. 2 For purchase exceeding taka one lac and upto taka two lac fifty thousand | : Taka twenty five only |
| 6. 3 For purchase exceeding taka two lac fifty thousand and up to taka five lac | : Taka fifty only |
| 6. 4 For purchase exceeding taka five lac and upto taka ten lac | : Taka one hundred only |
| 6. 5 For purchase exceeding taka ten lac and upto taka twenty five lac | : Taka two hundred only |
| 6. 6 For purchase exceeding taka only twenty five lac and upto taka fifty lac | : Taka three hundred |
| 6. 7 For purchase exceeding taka fifty lac and upto taka one crore | : Taka five hundred only |
| 6. 8 For purchase exceeding taka one crore | : Taka five hundred plus taka five only for every one lac or fraction there of subject to a maximum of taka one thousand only. |

7. OPENING OF TENDER :

7. 1 Tenders shall be opened strictly on the date and time as specified in tender documents.

7. 2 Any tender received after closing of the slit of tender box either through the tenderer's representative or by post shall be treated as late tender and be returned to the tenderer unopened immediately.

7. 3 Incomplete/non-responsive tender shall be outright rejected and returned to the tenderer concerned.

7. 4 Normally, tenders shall be opened by a team of three responsible officers; one from Purchase, one from Accounts and one from user's departments. In cases requiring Government approval, tenders shall be opened jointly by the head of Purchase, head of Accounts and head of user's departments.

8. SINGLE OFFER :

8. 1 Less than three quotations received against a press tender or a limited tender enquiry, or a spot tender shall be termed as single offer.

8. 2 Acceptance or rejection of single offer shall depend on the reasonableness of quoted price and urgency of requirement.

9. COMPARATIVE STATEMENT :

9. 1 In normal cases comparative statement of offers shall be prepared within three days of opening of tender.

9. 2 In cases where validity of offer is seventy two hours or less, comparative statement shall be prepared immediately after opening of tender.

9. 3 Comparative statement shall be signed with name, designation and date by officials preparing the statement and also by the controlling officer.

9. 4 Comparative statement shall be countersigned by members of tender committee/purchase committee during meetings.

10. TECHNICAL SCRUTINY:

10. 1 Immediately after preparation of the comparative statement, offers will be sent to the concerned user's division/department or technical committee, as the case may be, for scrutiny and evaluation, if required.

10. 2 Technical scrutiny and evaluation shall have to be completed on priority basis so that purchase order can be placed well within the validity of offer.

10.3 In cases where offer validity is very short, technical scrutiny/evaluation shall be carried out during the tender committee meeting.

11. TENDER/PURCHASE COMMITTEE:

11. 1 All purchases against press tender, limited tender, single tender and spot tender, except cash purchases, shall be processed through tender/purchase committee.

11. 2 Within three days of receipt of technical scrutiny report, tender/purchase committee meeting shall be held.

11. 3 Tender/purchase committee shall finalise its recommendation preferably in one sitting. However, in complicated cases this may be relaxed. Under no circumstances there shall be more than two sittings to complete the task. The second sitting shall take place within three days of the first sitting. All deliberations in tender/purchase committee meetings shall be kept confidential.

11. 4 Composition and jurisdiction of tender/purchase committee shall be as under :

11.4.1 CORPORATION HEAD OFFICE :

a) For purchase above taka fifty lac tender/purchase committee shall be as follows:

i. Secretary :	Chairman
ii. Chief Finance Officer :	Member
iii. Controller of Accounts :	Member
iv. Head of concerned division :	Member
v. Head of concerned enterprise : /project, as the case may be	Member
vi. General Manager (Purchase) :	Member-Secretary.

b) For purchase above taka ten lac and upto taka fifty lac tender/purchase committee shall be as follows :

- | | |
|---|-------------------|
| i. General Manager (Purchase) : | Chairman |
| ii. Additional Chief Finance Officer : | Member |
| iii. Additional Chief Accounts Officer : | Member |
| iv. Concerned Deputy General Manager :
/Additional Chief Engineer | Member |
| v. Head of Purchase/Commercial :
Department of concerned
enterprise/project | Member |
| vi. Deputy General Manager (Purchase) : | Member-Secretary. |

c) For purchase upto taka ten lac, the tender/purchase committee shall be as follows :

- | | |
|--|---------------------|
| i. Senior most officer of the rank :
next to General Manager (Purchase) | Chairman |
| ii. A representative not below the
rank of Deputy Chief Finance
Officer | : Member |
| iii. A representative not below the
rank of Deputy Chief Accounts
Officer | : Member |
| iv. A representative not below the
rank of Manager from the
, concerned division | : Member |
| v. Senior Purchase Officer/Purchase
Officer | : Member-Secretary. |
- d) CASH PURCHASE :

- | | |
|-------------------------------|---|
| i. General Manager (Purchase) | : Upto taka five thousand
only for an individual
item, without processing
through a committee. |
|-------------------------------|---|

- General Manager (Purchase) : Upto taka ten thousand only for an individual item through a committee.
- iii. General Manager (Purchase) : Upto taka twenty five thousand only on an individual item with the concurrence of Director (Commercial). Cash purchase shall be made by a committee approved by General Manager (Purchase) consisting of one officer nominated by Controller of Accounts, one nominated by head of indenting division/department and one nominated by General Manager (Purchase).
- iv. General Manager (Purchase) : Purchase above taka twenty five thousand only and upto taka fifty thousand should be processed through a committee approved by Director (Commercial) with the concurrence of Director (Finance).

Note For the purpose of importing raw materials and subsidiary materials for an enterprise/project under the corporation, the head office purchase division shall deal with the followings :

1. All imports under Barter,
2. All imports under Tied Grants, a
3. All imports under Tied Loan,
4. All imports under Tied Credit, and
5. All imports under STA/CTA/TPA.

11.4.2 AT ENTERPRISES/PROJECTS :

a) For purchase upto taka two crore the tender/purchase committee shall be as follows :

- | | |
|--|---------------------|
| i. Head of Accounts Department | : Member |
| ii. Head of consuming Department | : Member |
| iii. Head of Administrative Department | : Member |
| iv. Head of Purchase Department | : Member-Secretary. |

Senior most member will be chairman of the committee.

, b) CASH PURCHASE:

i. Upto taka ten thousand only on individual item for enterprise and upto taka twenty five thousand only on an individual item for project, with the concurrence of enterprise/project head subject to (i) budget provision (ii) availability of fund.

ii. Cash purchase shall be made by a committee constituted by enterprise/project head and composed of one officer from accounts department, one from consuming department, and one from purchase department.

Note : 1. Beyond taka two crore, the case shall have to be processed through the same tender/purchase committee as above except that it shall be headed by the enterprise/project head and submitted to purchase division for approval of the Board of Directors and the Government.

2. For any deviation from procedure, approval has to be taken from the next higher authority.

12. REVISION OF OFFERS :

12. 1 After opening of tenders no revision of offer or undercutting of price shall be entertained. If any bidder revises the offer or undercuts the price after opening of tender, the offer shall be outright rejected even if such revision or undercutting of price is to the advantage of the purchasing agency.

12. 2 If any bidder makes any complain in writing in respect of a decision taken on a particular case of tender purchase, and if such complain is proved to be unfounded and false, the tender/purchase committee may recommend forfeiture of earnest money of the complainant against that particular tender or may ; recommend black-listing of the complainant firm in case their earnest money has already been returned.

12. 3 Suitable clauses covering the aforesaid condition shall be incorporated in the tender document.

13. APPROVAL OF PURCHASE :

13. 1 Without approval of the competent authority no purchase case shall be finalised.

13. 2 Approval shall be obtained immediately after the tender/purchase committee has made its recommendations.

13. 3 Authority to accord purchase approval shall be exercised as per delegation of power defined below :

13.3.1 At Head Office :

i) Purchase involving over taka two crore and upto taka five crore in individual case shall require approval of the Board of Directors.

ii) Purchase involving more than taka fifty lac and upto taka two crore in individual case shall require approval of Director (Commercial) and Director (Finance).

iii) Purchase involving over taka ten lac and upto taka fifty lac in individual case shall require approval of Director (Commercial).

iv) Pruchase involving over taka one lac and upto taka ten lac in individual case shall be approved by General Manager, purchase division.

v) Purchase involving upto taka one lac in individual case shall be approved by Deputy General Manager/Manager, purchase division.

13.3.2 At Enterprises/Projects :

Purchases involving upto taka two crore in individual case shall require approval of the head of the enterprise/project and those involving over taka two crore and upto taka five crore shall require approval of the Board of Directors of the corporation.

14. DIFFERENCE OF OPINION BETWEEN TENDER/PURCHASE COMMITTEE AND APPROVING AUTHORITY :

In cases where the approving authority does not agree to the recommendation (s) of the tender/purchase committee, it may send back the file to the tender/purchase committee for review or give a decision straightway recording its views clearly at the earliest.

15. ACCEPTANCE OF TENDER :

Acceptance of tender shall be communicated to the successful bidder invariably within the validity of offer. For this purpose all action/formalities such as comparative statement, technical scrutiny, tender/purchase committee meeting, purchase approval etc., will have to be completed in well co-ordinated and expeditious way.

E. PERFORMANCE GUARANTEE :

16.1 For purchase against press tender as well as against limited tender, performance guarantee to the tune of five/ten percent as indicated in the tender documents, of the total order/contract value shall be obtained from the successful bidder and unless complied, purchase order/contract shall not be issued.

16.2 if considered necessary for timely supply of goods of requisite quality, the corporation may also ask for furnishing performance guarantee against procurement under Barter/STA, etc.

16.3 Performance guarantee shall be submitted in the form of pay order/demand draft/bank guarantee from any scheduled bank in Bangladesh.

16.4 Performance guarantee in the form of Defence Savings Certificate/Savings Certificate/National Savings Certificate duly pledged in favour of the purchasing agency may be accepted.

16. 5 Performance guarantee in foreign currency in the form of bank draft/bank guarantee may also be accepted provided the same is duly endorsed by any scheduled bank in Bangladesh.

16. 6 Under no circumstance, performance guarantee by cheque on a scheduled bank or by cheque/pay order/demand draft/bank guarantee on a Co-operative bank shall be accepted.

16. 7 Pay order/demand draft/bank guarantee submitted as performance guarantee shall be kept in safe custody of accounts department/division and be encashed before it loses its validity.

16. 8 Performance guarantee shall not be released until satisfactory execution of the order/contract.

16. 9 In case of failure to fulfil the contractual obligations, performance guarantee shall be forfeited in full or in part depending on the extent of failure.

17. PURCHASE ORDER/CONTRACT.:

17. 1 Formal purchase order/contract (Annexure VII & XII) will be placed with the successful bidder within three days of receipt of the performance guarantee In case of purchase of plant/machinery/equipment this time limit may be relaxed upto seven days.

17. 2 Complete specifications of goods including drawing number, part number, model number, year of make, and any other illustrative literature/brochure where applicable, shall be mentioned in the purchase order and will also be furnished to the supplier/contractor as well as to the pre-shipment inspection agency for convenience of manufacture and inspection of goods.

18. ARRANGEMENT OF FUND AND OPENING OF LETTER OF CREDIT :

18. 1 Finance division of the corporation head office shall arrange foreign exchange allocation from the Government for financing all imports whether made by the corporation or by an enterprise/project.

18. 2 Letter of credit shall be opened by accounts department in enterprise/project and finance division in the corporation within seven days of receipt of purchase order/contract and particulars thereof be communicated to the suppliers/contractors as well as to purchase division/department.

18. 3 As far as possible and practicable separate import licence shall be taken for separate purchase order/contract to avoid dislocation and delay in clearance of goods from customs.

18. 4 No letter of credit shall be amended unless the relevant purchase order/contract is amended.

19. INSPECTION OF STORES :

19. 1 To ensure quality, quantity, packing, marking, and loading, etc., as per purchase order, inspection of the imported goods shall be arranged at buyer's cost prior to shipment through a well-reputed inspection agency.

19. 2 Certificate issued by the inspection agent shall form an integral part of the original shipping documents without which no foreign supplier/contractor shall be allowed to draw payment against letter of credit established in their favour.

19. 3 in the case of spare parts, proprietary items and specific goods from traditional and reliable supplier or items of small value, condition of pre-shipment inspection may be waived. But, in such cases, manufacturers warranty for free replacement/replenishment/rectification of defect in design, manufacture, materials, workmanship, performance or wrong supply/short supply shall be required to be provided by the supplier/contractor and the same shall form an integral part of the original shipping documents required for drawal of payment against letter of credit.

19. 4 in case of local supplies inspection of goods in respect of quality, quantity, packing, etc. shall be arranged by an authorised official or an agent appointed for to purpose.

19. 5 inspection report issued by official or the inspection agent for locally purchased items shall form an integral part of the documents for issuance of Material receiving Report (M.R.R.) and settlement of supplier's/contractor's bills.

20. INSURANCE :

For all cases of foreign purchase irrespective of value insurance cover of the

consignment on "Ware-house to Ware-house" basis shall be arranged by the purchasing agency under marine insurance open policy.

21. RETIREMENT OF SHIPPING DOCUMENTS :

21. 1 On receipt of shipping advice through telex/cable/telephone from the supplier/contractor the purchase division/department shall request the accounts/finance division/department in writing to keep in touch with the L/C opening bank about arrival of the original shipping documents.

21. 2 In case of delay in retirement of documents due to financial stringency or any other difficulty immediate intimation shall be given to the agency responsible for clearance of goods so that alternative arrangements may be made to clear the goods.

22. CLEARANCE AND DESPATCH OF IMPORTED CONSIGNMENT :

22. 1: In the case of sea-consignments the shipping and liaison office shall arrange clearance of the goods within the permissible free time and despatch the same to the respective enterprise/project through the appointed clearing and forwarding agent/carrying contractor.

22. 2 Where there is no shipping and liaison office, clearance of goods shall be arranged by the enterprise/project itself.

22. 3 Enterprises/projects importing goods under LIM account, shall make their own arrangement of clearing consignments as per terms and conditions in LIM agreement.

22. 4 Head office purchase division will arrange clearance of air. consignments on behalf of enterprises/projects located outside Dhaka.

22. 5 In cases where original shipping documents could not be retired and made available in time, clearance of goods against indemnity bond shall be arranged to avoid payment of demurrage and loss of production.

23. MATERIAL RECEIVING REPORT (M. R. R.) :

23. 1 For cash-purchased item (s), M.R.R. shall be issued on the very day or at the latest the following day of delivery of the goods to the Stores.

23. 2 For items purchased against tender, M.R.R. shall be issued within three days of the receipt of goods in Stores. In specific case this time limit may be relaxed but in no case it shall exceed seven days.

24. PAYMENT OF BILLS :

24. 1 All bills received in purchase division/department shall be entered in the Bill Register first and then passed on to the respective sections for processing

24. 2 Agency Commission Bills :

in case of foreign supply, local agent's commission bill shall be paid against shipping documents on the basis of M.R.R.

24. 3 Local Supplier's Bills :

In case of local supply, supplier's bill shall be paid on the basis of M.R.R.

24. 4 Clearing and Forwarding (C&F) Agent's Bills :

C&F agent's bill shall be paid on the basis of bill of entry supported by all necessary receipts and vouchers.

24. 5 Carrying Contractor's Bill :

Carrying Contractor's bill shall be paid on the basis of challan, M.R.R. and any other document as specified in the work order.

24. 6 Time Limit for Payment of Bills :

Supplier's/contractor's bill shall be settled and paid within seven days after receipt of the bills or within seven days after issuance of M.R.R. as the case may be.

25. LATE DELIVERY AND LIQUIDATED DAMAGE :

25. 1 ' Normally, late delivery of goods shall not be encouraged.

25. 2 Liquidated damages equivalent to half percent per week or part thereof on the value of the undelivered goods may be realised from the supplier/contractor.

25. 3 In specific cases where delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidated damage not over one percent per week or part thereof on the value of the undelivered goods may be charged.

25. 4 In case of delay in delivery beyond forty five days for local items and one hundred days for imported items, purchase order/contract may be cancelled in which case the performance guarantee shall be forfeited.

26. TYPES OF PURCHASE:

Purchase shall be of five types as detailed below :

26. 1 Purchase against Single Tender :

Only proprietary items available with a particular source of supply may be purchased directly from the manufacturers or their authorised agents.

26. 2 Purchase against Limited Tender :

Purchase involving upto taka one lac for general items shall be through limited tender enquiry.

26. 3 Purchase against Press Tender :

Purchase involving more than taka one lac for general items shall be through advertisement in newspapers.

28. 4 Purchase against Spot Tender :

In specific and exceptional cases and also in case of extreme urgency purchase involving upto taka fifty thousand per item or a group of items at a time may be made through spot tender enquiry.

26. 5 Cash Purchase :

Cash purchase shall be avoided as far as possible and be kept at minimum level. Only in exceptional and emergency cases cash purchase within the prescribed limit may be made.

27. INTER-ENTERPRISE PURCHASE :

Items produced or sparable in an enterprise shall have to be purchased directly without recourse to tender formalities.

28. . INTER-CORPORATION PURCHASE :

28. 1 Items produced by sector corporations shall be purchased directly from the manufacturer without tender formalities provided the price is reasonable, competitive and also the quality of materials is technically acceptable.

28. 2 if the price is high, it may be reduced through negotiation at enterprise level or, if necessary, at corporation level. In case no favourable result is achieved, purchase may be made from outside sources.

29. PURCHASE AGAINST SINGLE OFFER :

If the price is reasonable and, if the time in hand does not permit procurement through retendering, purchase may be made against a single offer which shall require prior written approval of the next higher authority. For head office/enter prise/project, the Director (Commercial) of the corporation will be the next higher authority for purchase involving upto taka fifty lac and Director (Commercial), Director-in-Charge and Director (Finance) for Purchase involving above taka fifty lac and upto taka two crore.

30. PUPCHASE AGAINST LOAN/CREDIT/AID/GRANT/BARTER/STA ETC.

30. 1 Purchase against tied loan, tied credit, grant (both tied and untied), Barter and Special Trading Arrangement (STA) shall be made by the corporation purchase division in accordance with the terms and conditions of the respective protocols.

30. 2 Normally purchase against cash, Secondary Exchange Market (SEM), and untied credit shall be processed by the respective enterprises. But in special circumstances head office, purchase division will process purchase under cash, SEM, untied credit if it is considered necessary by corporation authorities to maintain flow of production.

31. REPEAT ORDER :

in specific cases where materials are urgently required and where continuity of the same product brand is considered prudent, and where tendering may not yield a favourable result, repeat order on the same terms, conditions and price (in terms of the currency of the country of origin) may be placed provided prices of materials have not shown any downward trend.

32. RATE CONTRACT/RUNNING CONTRACT :

In specific cases of bulk supply, Rate Contract/Running Contract may be made for a certain period of time not exceeding three years. But utmost care should be taken to see that such rate contract or running contract does not cause financial loss to the purchasing agency.

33. PREFERENCE TO LOCAL INDUSTRIES :

Purchase of goods manufactured in Bangladesh should be given preference. Enterprises/projects shall, if necessary, modify specifications where possible in order to patronise local products. Sub-contracting system for local manufacturing units shall be encouraged.

34. ENLISTMENT OF SUPPLIERS/CONTRACTORS :

34.1 For convenience of procurement against limited tender enquiry, enlistment of general suppliers/contractors shall be made through advertisement in newspapers.

34.2 Enlistment once made shall remain valid for a period of two years.

35. PRE-QUALIFICATION OF SUPPLIERS/CONTRACTORS :

35.1 In order to ensure procurement from genuine sources of supply and screen out unreliable parties particularly for the sensitive and fast moving items, quotations of suppliers/contractors/manufacturers/commission agent may be necessary.

35.2 Applications are to be invited from interested parties with detailed terms and conditions through advertisement in leading newspapers.

36. APPOINTMENT OF CLEARING AND FORWARDING AGENT :

36. 1 Appointment of clearing and forwarding agent shall be made by the respective enterprise/project for a period of two years through advertisement in widely circulated national dailies

36. 2 Appointment of clearing and forwarding agent should be processed through tender/purchase committee.

37. APPOINTMENT OF INSPECTION AGENCY :

37. 1 Appointment of inspection agency shall be made by the corporation for period of three years through advertisement in the widely circulated national dailies .

38. APPOINTMENT OF CARRYING CONTRACTORS :

For transportation of goods by Rail/River/Road from different clearing/supply points, well experienced, reliable and dependable carrying contractors shall be appointed by the respective enterprises/projects for a term of two years through advertisement in widely circulated national dailies .

39. MAINTENANCE OF REGISTERS –

For keeping track of progress of action at different stages of procurement all basic data and important information shall be maintained in the form of registers by the concerned division/department as under.

39. 1 Stores Purchase Requisition (SPR) Register.

39. 2 Procurement Progress Register

39. 3 Order/Contract Register

39. 4 Cash Purchase Register

39. 5 Letter of Credit Register

39. 6 Shipping Register

39. 7 Bill Register

39. 8 Performance Guarantee Register

PROCEDURES

1. ADVANCE PLANNING :

1. 1 Stores department shall be responsible for maintaining upto date information about all regularly required materials and must accurately anticipate the future needs by analysing the quantity of materials in stock and in pipeline vis-a-vis target requirement for raising SPR with specific indication of delivery time.

1. 2 Stores department will review stock position every month.

1. 3 Chief Executive of the enterprise/project will review stock and pipeline position in the first week of every quarter, along with the head of user's departments for planning procurement actions.

2. STORES PURCHASE REQUISITION (SPR) :

2. 1 SPR shall be raised by user's department through stores department. Stores department shall also raise SPRs depending on order level, in consultation with user's department.

2. 2 On receipt of duly approved SPRs (Annexure-1) purchase division/department shall immediately enter the same in the SPR register and allot a case number. This number shall be used as reference for all future correspondence in respect of the procurement.

2. 3 After allotment of case number, the SPR shall be passed on to the concerned section of purchase division/department.

2. 4 The concerned dealing official shall carefully check the SPR and ensure that it is in order in all respects. In case of any major discrepancy, reference will be made to user's department immediately for necessary rectification.

2. 5 Procurement action on SPR shall be initiated within four days of its receipt in the section.

3. TENDER ENQUIRY :

Tender enquiry shall be made in the following manner according to type(s) of materials (s) and estimated value thereof :

3. 1 PRESS TENDER ENQUIRY :

3.1.1 If the goods are of non-proprietary type(s) and their estimated value is above taka one lac, sealed quotations shall be invited through at least two widely circulated daily news papers, one Bengali & one English.

3.1.2 Press tender notice (Annexure -11) shall be forwarded to Public Relation Department of the corporation allowing minimum seven days for publication in newspapers.

3.1.3 Concerned official shall maintain paper clippings of the advertisement in relevant files for record and, check if there is any discrepancy. In case of any discrepancy, he shall immediately arrange corrigendum through newspapers.

3.1.4 For purchase of plant/machinery/equipment involving taka ten lac and above, quotations shall be invited under two-envelope system, one for Technical Offer and the other for Financial Offer.

3.1.5 Adequate number of tender documents (Annexure-III & X) shall be sent to cash section, accounts division of corporation's head office and cash section, accounts departments of enterprises/projects for sale. Such documents must reach the concerned section at least 15 (fifteen) days before opening of tender.

3.1.6 Complimentary copies of tender documents will be simultaneously forwarded to the Chamber of Commerce & Industry and the concerned Foreign Mission(s) in Bangladesh.

3.1.7 For major and sensitive items complimentary copies of tender documents should be simultaneously sent to the traditional supplier(s) of the particular item for larger participation.

3.1.8 Tender schedule should be immediately displayed on the Notice Board of the purchase division/department showing last purchase price with date and country of origin for information of the interested suppliers.

3.1.9 Depending on types of material(s) and urgency of requirement, time for submission of offer may be allowed as under :

a) FOR IMPORTABLE ITEMS :

- | | |
|--------------------------|---|
| i) Raw Materials : | Minimum thirty days
Maximum sixty days |
| ii) Plant, Machinery, : | Minimum sixty days
Equipment Maximum one' hundred
& eighty days |
| iii) Spares, Hardware, : | Minimum thirty days
Tools & Consumables Maximum sixty days |

b) FOR LOCAL ITEMS:

All types of materials : Minimum fifteen days

\ Maximum fortyfive days

3.2 UNLIMITED TENDER ENQUIRY :

3.2.1 If the goods are of non-proprietary types and their estimated value is up to one lac or below, sealed quotations will be invited from the enlisted suppliers only through limited tender enquiry.

3.2.2 Tender documents of limited tender enquiry will be sent free of cost to the enlisted suppliers under certificate of posting/registered post.

3.2.3 Copies of tender documents will be endorsed to user's/stores department for information and scrutiny.

3.2.4 Time limit for submission of offers against a limited tender enquiry will be as follows :

a) FOR IMPORTABLE ITEMS :

- | | |
|---------------------------------|---|
| i) Machinery, Equipment, : | Minimum thirty days
Raw Materials, Maximum sixty days
Consumables & Chemicals |
| ii) Spares, Hardwares & Tools : | Minimum thirty days
Maximum fortyfive days |

b) FOR LOCAL ITEMS :

All types of materials :

Minimum fifteen days
Maximum thirty days

3.3 SINGLE TENDER ENQUIRY :

3.3.1 If the goods are of proprietary types, quotations may be invited direct from the manufacturers or their authorised agents through single tender enquiry irrespective of value of the goods. Procurement under .T.C.A. (Technical Collaboration Agreement) shall also be considered as proprietary.

3.3.2 Tender documents of single tender enquiry will be sent to the manufacturers or their authorised agents free of cost under registered cover or under certificate of posting.

3.3.3 Copies of tender documents shall be endorsed to user /stores department for information and scrutiny.

3.3.4 A definite and realistic period of time should be allowed for submission of offer against a single tender enquiry.

3.4 SPOT TENDER ENQUIRY :

3.4.1 In exceptional cases where procurement through a limited tender enquiry is difficult and work is likely to suffer for want of materials, spot-tender enquiry (AnnexureXIII) may be sent to the genuine business firms/shops through a team of three officials : one from Purchase, one from Accounts and one from user's departments and at least five sealed quotations shall be obtained on-the-spot.

3.4.2 Quotations so obtained shall be opened in presence of the head of purchase division/department and signed by team-members. All other procedures shall be similar to as limited tender enquiry/press tender enquiry.

3.4.3 The condition of earnest money and performance guarantee may be relaxed in case of procurement through spot tender enquiry.

3.4.4 Purchase against spot tender shall be limited to taka fifty thousand in each case.

4. EARNEST MONEY/BID BOND :

4.1 As outlined at serial 4 of GUIDELINES, earnest money equivalent to one percent of the total quoted value not exceeding taka five lac and not less than taka one

thousand must be submitted alongwith quotation against press tender and limited tender. Otherwise, the quotation shall stand invalid.

4.2 On opening the quotations it is to be carefully checked if earnest money submitted is in proper form and for proper amount as per terms of tender enquiry. Earnest money by cheque on a scheduled bank or by cheque/pay order/demand draft/bank guarantee on a Co-operative bank shall be outright rejected. Earnest money of the unsuccessful bidders will be returned within three days of finalisation of tender.

4.3' Earnest money of the successful bidders will be retained till submission of performance guarantee.

4.5 Earnest money/bid bond shall be returned either by registered post or by hand to the authorised person under intimation to the concerned bank in case of bank guarantee. Under no circumstance it shall be sent by ordinary post.

4.6 Earnest money of successful bidder may be converted into performance guarantee, if requested, in order to cover a part of the guarantee.

4.7 Earnest money of the successful bidder will be forfeited if he fails to submit performance guarantee in terms of letter of intent and/or letter of acceptance.

5. TENDER DOCUMENTS:

5.1 Tender documents shall contain all technical details, commercial terms and conditions clearly understandable to the prospective bidders.

5.2 Full details of technical specifications supported by design/drawing or any other information that may be helpful in identifying the materials, shall be furnished.

5.3 All important terms and conditions required to be incorporated in the purchase order/contract shall be clearly spelt out.

5.4 Tender documents shall have the following particulars:

5.4.1 Date and time of closing of tender.

5.4.2 Place of submission of tender.

- 5.4.3 Date, time and place of opening of tender.
- 5.4.4 In case of two envelope system, one for technical offer and the other for financial offer, the same shall be clearly spelt out.
- 5.4.5 Language in which the tender shall be prepared.
- 5.4.6 Currency in which the price is to be quoted.
- 5.4.7 if offers are to be on C&F (C) or FOB basis.
- 5.4.8 Validity of offer.
- 5.4.8 Amount of earnest money and form in which the same is to be furnished.
- 5.4.10 Instruction as to how the offer is to be sealed and marked.
- 5.4.11 Status of late offers.
- 5.4.12 Criteria/principles of evaluation and selection of offers, itemwise or lotwise price evaluation, shall be indicated.
- 5.4.13 Status of incomplete/non-responsive offer(s).
- 5.4.14 Time of shipment/delivery/despatch of goods.
- 5.4.15 Time, amount and form in which performance guarantee shall be submitted.
- 5.4.16 Indication of action in the event of failure in submitting the requisite performance guarantee in proper form within the specified time.
- 5.4.17 Purchaser's right to increase or decrease quantity of tendered goods.
- 5.4.18 Right of the purchaser to accept or reject a bid(s).
- 5.4.19 Country of origin of goods and name of manufacturers.
- 5.4.20 Mode and time of inspection of goods before delivery and/or after delivery and bearing of cost. thereof.
- 5.4.21 Procedure for covering transit insurance.

5.4.22 Mode and nature of packing.

5.4.23 Shipping instructions.

5.4.24 Detailed mode, terms and conditions of payment.

5.4.25 Details (clearly speltout) of Warrantee, if required.

5.4.26 Penalty for late delivery.

5.4.27 Source of financing.

5.4.28 Conditions in respect of bank charges to be borne by the purchaser/seller.

5.5 Any other point, considered necessary to safeguard interest of purchaser shall be stipulated in the tender documents.

6. COST OF TENDER DOCUMENTS:

Selling price of tender documents shall be fixed as per formula furnished in the guidelines.

7. OPENING OF TENDER :

7.1 Tender Box shall be locked and sealed well ahead of closing of tender.

7.2 Slit of tender box shall be closed immediately after expiry of the schedule time for submission of tender.

7.3 Tender box shall be opened in public and offers shall be taken out in presence of the tenderers or their representatives, if any, at the prescribed time after closing of the slit of tender box.

7.4 Tenders shall be opened by a team of three responsible officials; one from Purchase, one from Accounts and one from user's department (s). Valid offers shall be serially numbered and entered in the tender opening schedule (Annexure IV). Thereafter signature of the tenderers or their representatives, if present, will be obtained on the tender opening sheet.

7.5 Officials representing purchase division/department shall read out the quoted price and the important terms and conditions of offers. The price shall be

encircled and the important terms and conditions shall be underlined in red ink/pencil. Any objection raised by any tenderer(s) or its representative (s) shall be recorded.

7.6 Officials opening the tender shall sign each page of the offers and also the tender opening schedule. Offers shall be countersigned by the head of purchase division/department immediately after opening of tender.

7.7 in cases requiring Government approval, tenders shall be opened jointly by heads of Purchase, Accounts and user's division/department. Concerned purchase officer will act as a co-ordinator.

7.8 Any tender received after closing of slit of the tender box either through their representatives or by tender(s) or post shall be treated as Late Tender and returned immediately to the tenderer, unopened.

8. SINGLE OFFER :

8.1 Single offer (less than three offers) should not be normally accepted. If, however, the quoted price is reasonable and competitive in comparison with the last/previous purchase price and, if time does not permit procurement through retendering, single offer may be considered.

8.2 All formalities, such as preparation of comparative statement, technical scrutiny, tender/purchase committee meeting, etc., shall be observed.

8.3 For purchase against single offer prior written approval shall be obtained from the next higher authority before finalisation of the purchase deal.

9. COMPARATIVE STATEMENT :

9.1 All offers shall be entered in the prescribed form (Annexure V, XI or XIV) in serial order and price and other main terms shall be recorded therein for comparative study.

9.2 Comparative statement of offers shall be completed within the time limit specified in the GUIDELINES of the manual.

9.3 Comparative statement will reflect all basic and relevant information like specifications, packing, quantity, price, country of origin, delivery schedule, validity of offer, earnest money, last purchase price, etc.

9.4 The official preparing the comparative statement shall put his signature with name, date and designation. Thereafter, the statement shall be checked and countersigned with name, date and designation by the controlling officer.

9.5 Comparative statement shall also indicate if any offer(s) is incomplete/non-responsive.

10. TECHNICAL SCRUTINY :

10.1 Immediately on completion of comparative statement, offers shall be sent to the concerned user's department or technical committee as the case may be, for scrutiny/evaluation, if necessary.

10.2 Technical scrutiny/evaluation process shall have to be completed on priority basis so that order can be placed well within the validity of offer.

10.3 Technical scrutiny/evaluation of offers shall be made on the basis of technical details as contained in tender documents.

10.4 incomplete/non-responsive offer(s) shall not be evaluated.

11. TENDER/PURCHASE COMMITTEE MEETING :

11.1 In normal cases tender/purchase committee meeting shall be arranged within three days of receipt of technical scrutiny report.

11.2 Composition and purview of tender/purchase committee will be the same as outlined in GUIDELINES.

11.3 In consultation with the members of the tender/prurchase committee, a suitable date will be fixed and notified in writing for hodling tender/prurchase committee meeting.

11.4 locomplete/non-responsive offer(s) shall be rejected outright.

11.5 While considering offers against tender enquiry, tender/purchase committee shall examine whether the quoted rate is realistic and workable. Based on past experience and merit intelligence, if the rate is considered unreasonably low and if it is apprehended that the lowest bidder may not be able to execute the purchase order, the committee may recommend rejection of such offer with full justification.

11.6 The tender/purchase committee will examine the offers, comparative statement, technical scrutiny report and other relevant papers/documents and, after thorough analysis/study of all important technical and commercial aspects, will normally select the lowest evaluated offer, itemwise or lotwise as indicated in the tender. In doing so the price wise lowest offer may not necessarily be the lowest evaluated offer. Lowest evaluated offer should be the one that meets the technical specifications, packing requirement, delivery/shipment schedule and any other point advantageous to the buyer. In other words, the tender/purchase committee will make such exercises as will ensure procurement of the right material at right price at right time.

11.7 In cases where the lowest evaluated price exceeds the last purchase price (where available) by fifteen percent per annum, the tender/purchase committee may follow the following courses of action :

11.7.1 If quoted price appears to be very high and the time in hand does not permit re-tendering, the committee may suggest for asking the three lowest evaluated bidders in writing to submit offers reducing price in sealed covers at a fixed date and time. On receipt of the revised offers, the tender/purchase committee will meet again and finalise its recommendation.

11.7.2 If time permits, the committee may recommend procurement at a better price through re-tendering. If re-tendering does not fetch favourable price, tender/purchase committee may recommend price negotiation with the 1st three lowest evaluated bidders.

11.8 In case any member of the tender/purchase committee is unable to attend the meeting due to some pre-occupations, he will authorise a responsible officer next below him from his department/division to represent him on the committee. The official will sign the proceeding of the meeting on behalf of the concerned member.

11.9 The Member-Secretary of the tender/purchase committee shall take all necessary steps for recording proceedings of the meeting the same day or the following day and get it signed by the members immediately thereafter.

11.10 Immediately after the proceedings of the meeting is signed by all the members of the tender/purchase committee, the same will be placed before the competent authority for approval.

11.11. If any member of the tender/purchase committee does not agree with other /, P Members on certain points, he wil have the option to record his views in the as proceedings of the meeting without prejudice.

11.12 If any member remains on leave or on tour, the official in-charge of the concerned department/division will attend the tender/purchase committee meeting as a full member for all purposes.

12. REVISION/UNDERCUTTING OF PRICE/FALSE ALLEGATION BY TENDERERS :

12.1 If any bidder revises its offer or undercuts its quoted price after opening of tender, its offer should be rejected outright and its earnest money/bid bond may be forfeited even if such revision or undercutting is to the advantage of the purcnasmg agency.

12.2 If any bidder makes any written complain against a decision taken on a particular case of tender purchase and, if such complain does not stand on proper enquiry, the case is to be put up to the competent authority through designated tender/purchase committee stating all the details. In such cases the tender/purchase committee may recommend punitive measures including forfeiture of earnest money of the false complainant(s). In case their earnest money/bid bond had already been returned before the complain is received, the complainant may be black isted.

12.3 The above mentioned points should be clearly mentioned in the tender documents so that the intending tenderers be well aware of the same before participating in the tender.

13. APPROVAL OF PURCHASE :

Soon after recommendation of the tender/purchase committee is obtained the relevant file shall be submitted to the competent authority for approval as per delegation of power defined at serial 13 (thirteen) of the Guidelines of this manual.

14. DIFFERENCE OF OPIN!ON BETWEEN TENDER/PURCHASE COMMITTEE AND APPROVING AUTHORITY :

14.1 \f the approving authority considers that the tender/purchase commatee has not evaluated the tenders properly and correct!v and as a result, true picture of the

case has not been reflected in its recommendation, the authority may either refer back the file with observation to the tender/purchase committee for review or give a decision straight way recording the views clearly.

14.2 If the file is sent back for review, the tender/purchase committee shall make further study/analysis in the light of the observation of the approving authority and resubmit the file with its comments.

14.3 Even after review if the difference of opinion persists, the approving authority will give its decision and that decision shall prevail.

15. 'ACCEPTANCE OF TENDER :

15.1 After the purchase is approved by the competent authority letter of acceptance (Annexure VI) shall be issued to the successful bidder informing acceptance of offer. Such acceptance shall invariably be communicated within the validity of the offer.

15.2 In the letter of acceptance the successful bidder shall be instructed to submit performance guarantee covering five percent/ten percent, as the case may be, of the order/contract value within a specified period.

15.3 The letter of acceptance shall clearly indicate that if the successful bidder fails to furnish performance guarantee within the stipulated period, the letter of acceptance so issued shall stand withdrawn and the earnest money/bid bond forfeited.

16. PERFORMANCE GUARANTEE :

16.1 To ensure satisfactory execution of an order/contract, performance guarantee (Annexure Ilic) to the tune of five/ten percent, as indicated in the tender documents, of the total involvement will have to be obtained from the successful bidder(s).

16.2 Maximum fifteen days time for import orders and seven days for local orders should be given for submission of performance guarantee.

16.3 If the successful bidder fails to submit the required performance guarantee within the specified time, its earnest money should be forfeited.

16.4 Performance guarantee will be obtained in the form of pay order/demand draft/unconditional bank guarantee from any scheduled bank in Bangladesh. Pay order/demand draft/bank guarantee from a Co-operative bank shall not be accepted.

16.5 Post Office Savings Certificate/Defence Savings Certificate/Bonus Savings Certificate duly pledged in favour of the buyer shall also be accepted as performance guarantee.

16.6 Performance guarantee in foreign currency in the form of demand draft/bank guarantee duly endorsed by any scheduled bank in Bangladesh may also be accepted.

16.7 The bank guarantee shall have to be valid for a period covering one hundred and twenty days beyond the date of shipment in case of import of commodities, one hundredeightydays in case of import of plant/machinery/equipment and thirty days in case of local supply.

16.8 Performance guarantee will be released only after satisfactory fulfilment of the contractual obligations. If situation demands, validity of performance guarantee may be suitably extended for settlement of claim, if any.

16.9 On genuine grounds delivery period may be extended on the request of the supplier/contractor, but before granting such extension, validity of the bank guarantee shall have to be extended accordingly.

16.10 Performance guarantee received from the supplier/contractor shall be entered in a register to be maintained in the purchase division/department and thereafter forwarded to the accounts division/department for safe custody. Pay order/demand drafts shall be encashed and credited to the supplier's/contractor's Deposit Account. The concerned purchase officer will keep track of the validity of bank guarantee and, if necessary, shall advise accounts division/department for encashment of the same before expiry of its validity.

16.11 in case of failure to fulfil the contractual obligation by the supplier/contractor, the performance guarantee will be forfeited in full or part thereof depending on the merit of the case.

17. PURCHASE ORDER/CONTRACT :

17.1 Formal purchase order/contract (Annexure VII & XII) will be placed with the successful bidder within three days of receipt of the performance guarantee in

case of purchase of plant/machinery/equipment this time limit may be relaxed upto seven days.

17.2 Complete specifications of goods including drawing number, part number, model number, year of make, etc., as applicable, will be mentioned in the purchase order/contract and a copy of drawing or any other illustrative literature/brochure will be furnished to the supplier/contractor as well as to the pre-shipment inspection agency for convenience of correct manufacture and inspection of goods.

17.3 Total financial involvement of the purchase shall be distinctly mentioned in words in the purchase order/contract.

17.4 Terms and conditions of the successful bidder(s) as accepted by the purchaser, are to be incorporated in the purchase order/contract in addition to the purchaser's own standard terms and conditions of purchase stipulated in the tender documents and agreed to by the bidders.

17.5 Mode and nature of packing are very important. As such, care must be taken so that packing requirements are clearly mentioned in the purchase order/contract.

17.6 Copy of purchase order/contract shall be endorsed to all concerned.

18. ARRANGEMENT OF FUND AND OPENING OF LETTER OF CREDIT :

18.1 Before processing any import, confirmation about availability of fund in foreign exchange (Annexure Vill) has to be obtained from head office finance division in all cases and, accordingly, source of financing is to be indicated in the tender documents as well as in the purchase order/contract.

18.2 Before processing an application for import licence and letter of credit, the concerned accounts officer/finance officer will check the purchase orders/contracts carefully and ensure that the document is in order. If not, the matter will immediately be taken up with purchase division/department for necessary rectification.

18.3 On scrutiny if the purchase order/contracts are found in order in all respects, the accounts officer/finance officer will process applications for licence and letter of credit as quickly as possible but not later than three days of receipt of the order/contract. Accounts department in the enterprise/project and finance

division in the corporation will work in such a co-ordinated way that letter of credit is established within seven days from date of receipt of the purchase order/contract.

18.4 Having received import licence and letter of credit from the office of the Controller of Imports & Exports and the nominated/designated commercial bank, the concerned dealing official in accounts or finance department/division will make necessary scrutiny to ensure whether the licence and the letter of credit have been established exactly as per terms and conditions of the purchase order/contract. If not, action for necessary rectification shall be taken.

18.5 On receipt of the licence and letter of credit from accounts/finance department/division the concerned purchase official will carry out further scrutiny and, if found in order, will notify the particulars of the letter of credit to the supplier/contractor with a copy to the user's department (Annexure IX) .

18.6 in the similar manner, as and when advised by purchase department/ division amendment/extension of letter of credit will be made by accounts/finance department/division within three days and the desired amendment/extension will be forwarded to purchase department/division for onward transmission to the supplier/contractor within seven days.

18.7 Condition regarding payment of bank charges shall be as prescribed in the contract/purchase order.

19. INSPECTION OF STORES :

19.1 To ensure quality, quantity, packing, marking, booking, etc., as stipulated in the purchase order, inspection of the importable goods will be arranged prior to shipment through a reputed inspection agency at buyer's cost.

19.2 inspection certificate issued by the inspection agency will form an integral part of the original shipping documents without which no foreign supplier/contractor shall be allowed to draw payment against letter of credit established in their favour. A suitable clause is to be incorporated in the foreign purchase order/contract for this purpose.

19.3 In case of spare parts, proprietor ens and specific goods from traditional and reliable supplier or items of small value the condition of pre-shipment inspection may be waived. In such uses manufacturer's warranty for free replacement/replenishment /rectification of defects in design, manufacture,

materials, workmanship, performance or wrong supply/short supply shall be required to be provided by the suppliers/contractors and the same shall form an integral part of the original shipping documents required for drawal of payment against letter of credit.

19.4 in case of local supplies, inspection of goods in respect of quality, quantity, packing, etc. will be arranged by an authorised official (to be appointed by the head of enterprise/project) of the buyer or by an outside agency appointed for such purpose.

19.5 Inspection report issued by the inspection agency for the locally purchased items shall form an integral part of documents for issuance of M.R.R. and settlement of supplier's/contractor's bills.

20. INSURANCE :

20.1. For all foreign purchases irrespective of value, insurance cover of the consignment on 'Ware-house to Ware-house basis' shall be arranged by accounts/finance department/ division under marine insurance open policy taken out for the purpose by accounts department of project/enterprise and finance division of head office as the case may be.

20.2 Tenders should, therefore, be invited on C&F (C)/C&F/FOB basis and not on CIF basis and purchase order/contract shall include a clause to the effect that transit insurance will be arranged by the buyer and the supplier/contractor will be required to send the following information under registered cover or by telex or by cable to the insurer immediately after shipment of goods :

20.2.1 Purchase order/contract number with date.

20.2.2 Description of goods.

20.2.3 Total number of packages/cases.

20.2.4 Total C&F value of the consignment.

20.2.5 Name of the ship.

20.2.6 Bill of Lading number with date.

20.2.7 Port of loading and port of discharge.

20:3 Copy of such advice to the insurer is to be endorsed to the accounts/finance department/division as well as to purchase division/department by the supplier/contractor for proper follow-up with the insurer for covering insurance of the consignment in time. In case the suppliers/contractors fail to do so, they will be liable to compensate the buyer for any damage or loss that may cause to

the consignment in transit, by way of payment of the C&F(C)/C&F value or by way of replacement of the lost/damaged goods free of charge(s).

20.4 In case of local supplies on ex-mill/ex-godown delivery basis transit insurance will be arranged by the buyer.

21. RETIREMENT OF SHIPPING DOCUMENTS :

21.1 On receipt of shipping advice by telex/cable/telephone from the supplier/contractor the concerned purchase official shall request the accounts/finance department/division in writing to keep in touch with the letter of credit opening bank about arrival of the original shipping documents.

21.2 As soon as confirmation about arrival of shipping documents is received, concerned accounts/finance officer shall make necessary arrangements for retirement of the documents from the bank as quickly as possible so that goods can be cleared from customs within the admissible free time without payment of demurrage.

21.3 On receipt of the original shipping documents the concerned accounts/finance officer will carefully check the documents to see if there is any discrepancy. If any thing to the disadvantage of the buyer is detected, it will be immediately taken up with the letter of credit opening bank to stop payment until the discrepancies are rectified by the supplier.

21.4 if the shipping documents are found in order in all respects, the concerned accounts/finance officer will send the same alongwith import licence and letter of credit to the shipping officer/C&F agent under intimation to purchase department/division for clearance of goods.

22. CLEARANCE & FORWARDING OF IMPORTED CONSIGNMENTS :

22.1 On receipt of the original shipping documents, the shipping officer/C&F agent will check the same and see if all relevant papers/documents, such as, import licence, letter of credit, no objection certificate, etc. have been made available to them for clearance of goods. In case of any shortcomings the matter should immediately be taken up with accounts/finance division/department for appropriate action.

22.2 Only after the shipping officer/C&F agent is fully satisfied, the bill of entry a supported- by shipping documents and other relevant papers, such as, import licence, letter of credit etc. will be submitted by them to the customs for assessment of duty and taxes.

22.3 It shall be the responsibility of the C&F agent to get the goods assessed under correct B.C.T. (Bangladesh Customs Tariff) Head/Harmonised System of Tariff (H.S.T).

22.4 Soon after submission of the bill of entry together with all connected papers/documents, the C&F agent will vigorously pursue customs Officials for prompt assessment of duty and taxes.

22.5 On completion of assessment, the C&F agent will approach the enterprise/project management for remittance/payment of duty and taxes.

22.6 On payment of duty, taxes and other dues/charges, the C&F agent shall take necessary steps for clearing the goods from the port and arrange despatch of the same to the enterprise/project concerned either by themselves or through the appointed carrying contractor as per terms of their appointment.

22.7 In case of any short landing of goods, the C&F agent will obtain Short Landing Certificate from the port authority for exemption of duty and taxes and for recovery of claim for the short landed goods from the carriers or their agent.

22.8 In case of any apparent damage of goods, the C&F agent will arrange joint survey within the prescribed allowable time for lodging insurance claim and recovery thereof.

22.9 In case where original shipping documents could not be retired and made available in time, clearance of goods against indemnity bond shall be arranged to avoid payment of demurrage and/or loss of production.

23. MATERIAL RECEIVING REPORT :

23.1 Receipt of .ail materials delivered to the Stores shall be acknowledged through M.R.R. .(Annexure XV 0

23.2 For items purchased against cash, quality check will be carried out in the seller's premises by the representative of the user's department and no further quality check will be necessary after delivery of the goods to Store. M.R.R.for such items

will have to be issued on the very day or at best the following day of receipt of goods in the store for convenience of adjustment of advance drawn for cash purchase.

23.3 For items purchased against tender, quality check will be carried out after receipt of goods against provisional receipt in the stores. On the very day of delivery of the goods to the store or the following day, written request (Annexure XV) will be sent to the quality control department or the user's department, as the case may be, to check and certify the quality of goods. Such quality check will have to be completed and report furnished as early as possible but not later than three days from the date of receipt of request for quality check.

23.4 Within three days of receipt of quality certificate M.R.R will have to be issued for settlement of supplier's/contractor's bills.

23.5 Goods found technically not acceptable on quality check against tender purchase will be immediately rejected and the supplier/contractor concerned be notified for taking back the rejected goods within a specified time.

24. PAYMENT OF SUPPLIER'S BILLS :

24.1 All bills received in the purchase division/department will be entered in the bill register and then passed on to the respective section for processing.

24.2 The concerned dealing official of the purchase division/department will check if the bills are complete in all respects. If so, the bills will be processed and sent to accounts division/department duly certified within three days from the date of receipt for payment. Incomplete/discrepant bills are to be referred back to the supplier/contractor concerned immediately for necessary rectification/correction. On receipt of the corrected bills from the supplier/contractor the same will be processed and sent to accounts division/department within three days, duly certified for payment.

24.3 On receipt of the bills duly certified by purchase division/department, accounts division/department will enter the bills in the bill register and then process for payment to the supplier/contractor within seven days from the date of receipt. If any discrepancy is detected the bills be returned to the purchase division/department with a note of objection: within three days from the date of receipt

24.4 Within three days of return of bills to accounts division/department, purchase division/department: to receive objections and send the bills to

accounts department/division for necessary action at the end. If purchase department/division is not in a position to meet the objections raised by accounts department/division the bills may be returned to the supplier/contractor concerned pointing out the cause of return and advising to re-submit the bill in terms of the order/contract.

24.5 After a bill is approved for payment by the competent authority, the accounts department/division will, within seven days from the date of approval, draw an accounts payee cheque in favour of the supplier/contractor, get it signed by the authorised signatories and then mail it by registered post or deliver the cheque to the supplier's/contractor's authorised representative by hand.

25. LATE DELIVERY AND LIQUIDATED DAMAGES :

25.1 At the time of floating tender enquiry and also at the time of finalising purchase order/contract a suitable clause is to be incorporated to the effect that if the supplier/contractor fails to deliver goods within the agreed delivery period, liquidated damage equivalent to half percent per week on the value of the undelivered goods will have to be paid by them.

25.2 in specific cases where delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidated damage not over one percent per week on the value of the undelivered goods may be necessary which must be duly incorporated in the purchase order/contract.

25.3 In case of delay in delivery beyond forty five calendar days for local items and one hundred calendar days for import items, purchase order/contract may be cancelled in which case performance guarantee will be forfeited.

25.4 On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realisation of any liquidated damage provided validity of their performance guarantee covers such extension.

26. TYPES OF PURCHASE :

There will be five types of purchase as under :

26.1 Purchase against Single Tender :

26.1.1 if the items are of proprietary type or available from a particular source of supply, procurement will be made direct from the manufacturer(s) or their authorised agent.

26.1.2 Tender enquiry with detailed terms and conditions will be sent to the manufacturer(s) or their authorised agent under registered post or under certificate of posting inviting quotation from them within a specified period.

26.1.3 On receipt of quotation it is to be carefully examined if the price quoted is reasonable. If not, efforts should be made to get the price reduced as far as possible.

26.1.4 The purchase shall be processed through tender/purchase committee as usual.

26.2 Purchase against Limited Tender :

26.2.1 When the goods are of non-proprietary type and their estimated value istaka one lac or below, tender enquiry with detailed terms and conditions shall be sent to the enlisted suppliers/contractors only allowing specific time for submission of sealed quotation.

26.2.2 On receipt of quotations, purchase will be processed through tender/purchase committee after observing all formalities.

26.3 Purchase against Press Tender :

26.3.1 TNhen the goods are of non-proprietary types and their estimated value is over taka one lac, sealed quotations are to be invited by floating tender enquiry in widely circulated daily newspapers.

26.3.2 On receipt of quotations, pruchase will be processed through tender/purchase committee after observing all necessary formalities.

26.4 Purchase against Spot Tender :

26.4.1 if no response or very poor response is received against a limited tender enquiry, if the quoted price appears to be exorbitant, and if re-tendering is likely to cause delay in procurement, or in specific and exceptional cases of extreme urgency, spot enquiry may be made from the bonafide dealers/stockists/traders through a team of three officials; one from Purchase, one from Accounts and one from user's department/divisions.

26.4.2 Minimum five sealed quotations shall have to be collected against spot tender enquiry.

26.4.3 Purchase against spot tender will be processed through tender/purchase committee.

26.4.4 Purchase against spot tender shall be limited to taka fifty thousand at a time in an individual case.

26.5 Cash Purchase :

26.5.1 Only on exceptional and emergent cases, cash purchase upto a limit of taka twenty five thousand for an item, or a group of items, at a time may be made to tide over any unanticipated shortage of materials.

26.5.2 Cash purchase beyond the permissible limit of taka twenty five thousand for an item, or a group of items, is not allowed. However, in extreme cases of urgency, cash purchase beyond the above limit may be made with the prior written approval of concerned Director-in-Charge and the Director (Finance) of the corporation.

26.5.3 For cash purchases involving taka two thousand or below, a representative of the purchase division/department shall be authorised to make the purchase against cash memo and no supporting quotation shall be necessary. However, the officer making the purchase shall certify that he has visited genuine shops and made the purchase on lowest price basis:Such certificate shall be necessary for adjustment of ,advance drawn for the cash Purchase.

26.5.4 For cash purchase involving over taka two thousand and upto taka five thousand a team of two officials, one from Purchase and one from user's department shall be authorised to make the purchase against cash memo and no supporting quotation shall be necessary in this case also. However, the officials shall certify that they have visited at least five genuine shops and made the purchase at lowest available price. Without such certificate no adjustment of advance drawn for the cash purchase shall be made.

26.5.5 Cash purchase involving over taka five thousand will be made through a team of three officials : one from Purchase, one from Accounts and one from user's department/divisions. The team will visit genuine shops in the market and verify the quality and price of the goods. Thereafter, it will collect minimum five

quotations from the best available sources and make the purchase on lowest price basis.

26.5.6 The official representing the user's department shall check and certify the quality of goods on the spot at the time of purchase.

26.5.7 For every cash purchase, proper and full justification shall be provided in a separate sheet by user's department and that sheet must be attached to the relevant SPR.

27. INTER-ENTERPRISE PURCHASE :

items produced by an enterprise of the corporation shall have to be purchased directly from it without recourse to tender formalities.

28. INTER-CORPORATION PURCHASE :

28.1 items produced in an enterprise of any sector corporation will be directly purchased from the manufacturer without observing tender formalities provided the price is reasonable and competitive and the quality of material is in conformity with the technical requirements.

28.2 if the price appears to be high, negotiation should be made for reduction at enterprise level or, if necessary, at corporation level. In case favourable result is not achieved, purchase may be made through tender.

29. PURCHASE AGAINST SINGLE OFFER :

it may not be always advisable to ignore single offer (less than three offers). In specific cases, if the quoted price is reasonable and competitive and if procurement through re-tendering is likely to cause dislocation of production, purchase against single offer may be considered after observing necessary

formalities as per GUIDELINES.

30. . PURCHASE AGAINST LOAN/CREDIT/GRANT/BARTER/STA, ETC. :

30.1 In case of procurement against Loan/Credit/Grant/Barter/STA, etc. deviation from normal purchase rules and procedures may be made to such extent as is necessary in terms of the respective Protocols.

30.2 In case of procurement from one source utmost care should be taken to ensure that purchase is made at a competitive price against any Loan/Credit/Grant/Barter/STA, etc. For this purpose the procuring agency will maintain regular information on price and this should be used to check the competitiveness of offers if necessary, the services of the Trade Information Centre under the Ministry of Commerce and Bangladesh Missions abroad should be utilised to collect information with regard to price.

30.3 In case allocation for any item under Loan/Credit /Grant/Barter /STA. etc are available from more than one source, sealed quotations are to be invited from all the available sources giving specific date and time.

31. REPEAT ORDER :

31.1 In case a material is urgently required and its procurement through tendering is not likely to yield fruitful result, purchase may be made through repeat order provided :

31.1.1 The supplier agrees in writing to accept a repeat order;

31.1.2 The quantity of repeat order does not exceed the quantity of the original order;

31.1.3 The repeat order is made within three hundred and sixty days from the date of the original order;

31.1.4 Terms, conditions and FOB price (in the currency of the country of origin) of the repeat order are the same as those of the original order;

31.1.5 Price of material has not shown downward trend.

31.2 If repeat order is required to be placed beyond the time-limit of three hundred and sixty days, prior approval of the Board shall have to be obtained.

32. RATE CONTRACT/RUNNING CONTRACT :

32.1 in cases where some goods/services are frequently and almost regularly required, it will be convenient and economical to execute running contract/rate contract instead of making frequent/separate contracts provided such running contract/rate contract does not cause any financial loss to the buyer.

32.2 A running contract or rate contract will be made at an agreed price over a certain '4. period of time.

32.3 A running contract/rate contract should usually be made for one year with a provision for extension for another year. If advantageous, such contract may be extended for a further period of one year on mutual agreement.

32.4 Press tender specifying all terms and conditions of running/rate contract is to be floated in cases where the total involvement is over taka one lac.

33. PREFERENCE TO LOCAL INDUSTRIES :

Principles and Procedures for allowing preference to local industries are now under examination in the Ministry of industries which shall be incorporated when received and following by all concerned.

34. ENLISTMENT OF SUPPLIERS/CONTRACTORS :

34.1 For procurement against limited tender enquiry, enlistment of general suppliers/contractors shall be made. In the last quarter of every alternate financial year purchase division/department will invite applications through advertisement in the newspapers for enlistment of suppliers/contractors for a term of next two financial years. Such advertisement should be published in at least two leading dailies,. One English and one Bengali.

34.2 Notice of the press advertisement alongwith prescribed application form (Annexure XVil) containing detailed terms and conditions should be sent to Chamber of Commerce and Industry for information. A copy of the advertisement notice and the detailed terms and conditions of enlistment should also be displayed on the Notice Board of purchase division/departmentfor information of al concerned.

34.3 Prescribed application form will be sold at taka twenty five per set to the intending suppliers/contractors from the office of (i) Controller of Accounts, of the corporation and (ii) Head of Accounts Department of the concerned enterprise/project.

34.4 As far as possible, enlistment shall be made category-wise. Suppliers/contractors, interested in business for certain group or group of items will be enlisted for that particular group of items only.

34.5 For each category or group of items, an enlistment fee of taka one hundred (non-refundable) together with a fixed deposit of taka three thousand (refundable) in the form of Pay Order/Demand Draft/Defence Savings Certificate/National Savings Certificate duly pledged in favour of the corporation/enterprise/project .will have to be submitted alongwith their application(s). Total amount of fixed deposit for enlistment for four or more groups of items shall not exceed taka ten thousand.

Besides, fixed deposit (which will be ultimately treated as earnest money for tenders) and enlistment fee, attested photocopy of (i) Valid Trade Licence (ii) G.I.R Number showing upto-date clearance of income Tax (iii) Financial Solvency Certificate from any scheduled bank in Bangladesh (iv) Proprietorship/Partnership Deed or (v) Articles of Association & Memorandum of Association in case of Limited Co., will have to be furnished alongwith the application.

34.6 Each enlistment shall be valid for a term of two financial years and renewable on 0, payment of renewal fee of taka fifty (non-refundable) for each category subject to 6 satisfactory performance during the preceeding years.

34.7 Purchase division/department will verify the information/particulars furnished by an applicant and, if found genuine and acceptable, will take necessary steps for enlistment of the firm.

34.8 Enlistment fee of the unsuccessful applicants shall be returned within the shortest possible time by registered post or by hand on proper identification.

34.9 Tender enquiry for purchase of non-proprietary items within taka one lac will be sent to the enlisted suppliers/contractors under registered cover or under certificate of posting in each and every case.

34.10 Where the number of enlisted suppliers/contractors for a particular category of stores fall below six, tender enquiry may be sent to the enlisted suppliers/contractors of the neighbouring enterprises/projects under the - orporation for better participation and competition. If the number of enlisted suppliers/contractors for a particular category of stores in the neighbouring enterprises/projects is also poor, tender enquiry may be sent to the non-enlisted a but genuine firm/shops dealing in that particular category of goods.

34.11 The enlisted suppliers/contractors will not be required to submit any earnest money with their quotation(s). But they will have to furnish prescribed amount of

security money (performance guarantee) before issuance of formal purchase order/contract.

34.12 The non-enlisted suppliers/contractors while participating in a limited tender enquiry, will have to submit earnest money to the extent of three percent of the total quoted value.

34.13 Enlistment may be cancelled for one of the following reasons :

34.13.1 Supplier/contractor fails to fulfil its contractual obligations satisfactorily for the second time in a year.

34.13.2 Supplier/contractor fails to submit offer against six successive tender enquiry.

34.13.3 Supplier/contractor makes a written request for cancellation of its enlistment on personal ground.

34.13.4 Retention of a supplier's/contractor's name in the list of enlistment is not considered desirable by the head office management or by the enterprise/project management in the public interest.

35. PRE-QUALIFICATION OF SUPPLIERS/CONTRACTORS :

35.1 In order to ensure procurement from genuine sources of supply and screen out unreliable parties particularly for the sensitive and fast moving items, pre-qualifying of suppliers/contractors/manufacturers/commission agents may at times be necessary.

35.2 Detailed terms and conditions of pre-qualification will have to be worked out first and then applications are to be invited from the interested parties through advertisement in leading daily newspapers.

35.3 On receipt of the applications, all terms and conditions stipulated by the applicants are to be thoroughly and carefully checked and those found to have met the requirements of pre-qualification will be pre-qualified.

35.4 Pre-qualification may be made for a period of two years and during this period instead of floating tender enquiry, the pre-qualified firms will be asked to submit sealed quotation as per terms and conditions laid down in the tender documents.

35.5 Price of the tender documents will be fixed according to the value of stores to be procured as per Guidelines of this manual.

35.6 All other purchase formalities will be the same as that of the press tender.

36. APPOINTMENT OF CLEARING AND FORWARDING AGENT :

36.1 For clearance of imported consignments from customs well experienced, reliable and dependable C&F agent(s) is to be appointed for a period of two years and no extension/renewal of contract shall be allowed.

36.2 For the purpose of appointment of C&F agent detailed terms and conditions safeguarding the interest of the enterprise/project/corporation are to be worked out before sealed quotations are invited from the Government licensed genuine and bonafide firms through advertisement in widely circulated newspapers.

36.3 Appointment shall be made from amongst those bidders whose offers are found valid and acceptable as per tender terms.

36.4 Requisite amount of performance guarantee/security is to be obtained from the selected C&F agent in order to ensure satisfactory performance.

36.5 Appointment of C&F agent should be processed through tender/purchase committee.

36.6 Preferably one C&F agent should be appointed by an enterprise/project.

36.7 For clearing and despatch of goods released against LIM/LAM/TR concerned bank's C&F agents may be accepted.

37. APPOINTMENT OF INSPECTION AGENCY :

37.1 Except for proprietary items and items of small value, pre-shipment inspection and/or post landing inspection is required for all items. For the purpose of inspection of goods before delivery and/or after delivery internationally reputed inspection agencies be appointed.

37.2 Detailed terms and conditions for appointment of inspection agency are to be prescribed before sealed quotations are invited from bonafide inspection agencies of international repute through advertisement in widely circulated newspapers.

37.3 Quotations received shall be thoroughly and carefully examined and the lowest evaluated bidder be appointed as inspection agent(s) for a term of three years and no extension or renewal of contract shall be allowed.

37.4 Requisite amount of performance guarantee/security in the form of unconditional bank guarantee/pay order/bank draft from any scheduled bank in Bangladesh is to be obtained from the appointed firm for safeguarding interest of the enterprise/project/corporation.

37.5 Appointment of inspection agents shall be processed through tender/purchase committee.

38. APPOINTMENT OF CARRYING CONTRACTOR :

38.1 For transportation of goods by Rail/River/Road from different clearance/supply points, well experienced reliable and dependable carrying contractor(s) shall be appointed by enterprises/projects for a term of two years and no extension or renewal shall be allowed after expiry of the contract.

38.2 For the purpose of appointment of carrying contractor(s) detailed terms and conditions safeguarding the interest of the enterprise/project shall be worked out before sealed quotations are invited from genuine and bonafide firms through advertisement in widely circulated newspapers.

38.3 Appointment shall be made from amongst those bidders whose offers are found valid and acceptable as per tender terms.

38.4 Requisite amount of performance guarantee/security shall be obtained from the appointed carrying contractor (s) in order to ensure satisfactory performance.

38.5 Appointment of carrying contractor(s) shall be processed through tender/purchase committee.

39. MAINTENANCE OF REGISTERS :

39.1 For monitoring progress of action at different stages of procurement all basic and important information shall be maintained in the form of registers by the

concerned department/division as under :

39.1.1 SPR Register :

This register shall be maintained by purchase department/division as per proforma at Annexure XVIII

39.1.2 Procurement Progress Register :

This register shall be maintained by purchase department/division as per proforma at Annexure XIX

39.1.3 Order/Contract Register :

Two registers, one for local supply orders and another for foreign supply orders, shall be maintained by purchase department/division as per proforma at Annexure XX and XXI

39.1.4 Cash Purchase Register –

Cash purchase registers shall be maintained by purchase department as per proforma at Annexure XXI

39.1.5 Letter of Credit Register :

This register shall be maintained by accounts department in the enterprise/project and finance division in the corporation head office as per proforma at Annexure XXII

39.1.6 Shipping Register :

This register shall be maintained by the purchase department in the enterprise/project as per proforma at Annexure XXIV

39.1.7 Bill Register :

This register shall be maintained by purchase division/department as per proforma at Annexure XXV

39.1.8 Performance Guarantee Register :

Performance guarantee register shall have to be maintained by purchase division and accounts division of the corporation and purchase and accounts

department/section of enterprise/project recording the main particulars of the performance guarantee i.e. number, date, value, validity, contract number and date, name of item, shipment period, suppliers name, etc. Proper vigilance shall have to be maintained by head of purchase division/department and head of accounts division/department so that necessary action for extension/encashment of the performance guarantee is taken in time in case of non-fulfilment of the contractual terms by the suppliers.

39.2 The head of the concerned department/division shall check the registers a week to verify if the registers are being properly maintained by the respective dealing officers and put initial with remark, if any.

39.3 The head of enterprise/project shall make surprise check of the registers at least once a month in order to exercise control over the activities of the department and initial with remarks, if any.

40. CUSTOMS FORMALITIES :

Entire responsibility for timely clearance of consignments without payments of wharfrent, hoisting charge, removal charge, restacking charge, etc. lies with the ultimate consignee i.e. enterprise/project and as such, customs formalities as described herein should be followed.

40.1 SUBMISSION OF SHIPPING DOCUMENTS AND RESPONSIBILITIES :

The supplier is required to submit shipping documents and also shipment information much ahead of arrival of the vessel. After making shipments, original copies of the following documents are placed to the L/C opening bank, for collection of payments by the supplier, while other copies are endorsed to the consignee, customs authority and carrier or its authorised agent i.e. captain of the ship :

- a) invoice
- b) Bill of Exchange
- c) Bill of Lading
- d) Packing List
- e) Bank Fate Memo
- f) Insurance
- g) Freight Memo

The consignee must scrutinise the non-negotiable copies of documents with reference to import licence and purchase order. After completion of above

scrutiny non-negotiable copies should be handed over to the C&F agent for preparation of bill of entry so that the bill of entry may be submitted to customs immediately on receipt of original copies of shipping documents.

In case of any discrepancy detected in the non-negotiable copies of the shipping documents the same should be referred to the supplier's local agent/principal for immediate correction. Any delay in pointing out such discrepancies may cause delay in clearance of the consignment.

40.2 BILL OF ENTRY AND PREPARATION THEREOF :

After arrival of the vessel at the port of destination manifest is filed to the customs authority by the carrier concerned showing quantity, description and marking of goods which are on board. On receipt of these information about arrival of the vessel the appointed/authorised C&F agent of the consignee (s) shall prepare a document as per set proforma known as bill of entry. The bill of entry, inter alia, shall contain information such as name of the carrier/ship, import general manifest number with date, quantity, description and value of the goods involved as required under the Customs Act.

40.3 NEGOTIABLE COPY OF SHIPPING DOCUMENTS AND RETIREMENT THEREOF :

The original/negotiable copy of shipping documents are directly placed to the L/C opening bank for collection of payment by the supplier. On receipt of the documents the importers are advised by the bank for payment and retirement of the documents.

The shipping documents shall be retired immediately for prompt clearance of the consignment to avoid demurrage and other penal charges. Accordingly, such documents shall be retired and handed over to the C&F agent for submission thereof to the customs authority along with bill of entry for assessment of the consignment.

40.4 APPRAISAL, VALUATION AND ASSESSMENT :

Appraisal, valuation and assessment form the most important part of processing of bill of entry in Custom House.

Appraisal implies determination of value or fixation of price of goods imported for the purpose of assessment of duty leviable as per classification and the rate of

duty specified in the customs tariff. The Customs Officer at his option may verify the value of goods as submitted through the bill of entry before any goods are assessed for duty. Correct valuation of goods should be ascertained in the first instance and then those should be properly classified in terms of customs tariff.

40.5 DEFINITION OF VALUE AND VALUE FOR IMPORT PURPOSE :

As per Section 25 of the Customs Act, 1969 declaration of correct value of the merchandise to the customs is imperative no matter whether the goods are free of duty or subject to rate of duty at advalorem.

Value of goods for import is the price that a purchaser is prepared to pay for, without any extraneous factors to influence the price paid.

40.6 DE VALUE AND CONVERSION OF FOREIGN CURRENCY INTO LOCAL

Value incorporated in the invoice should generally be accepted by the customs. In cases where invoices do not include freight and other charges the same should be taken into consideration for determination of normal price. Doubtful cases should be referred to the valuation branch for verification, investigation and report.

Conversion of foreign currency into taka shall be made at the rate last notified when bill of entry is prepared and the shipping documents are retired. The rate of conversion for imports is the selling rate of foreign currency while buying rate of foreign currency is applicable for export purpose.

40.7 EXAMINATION OF GOODS AND ASSESSMENT

:

Section 198 and 199 of the Customs Act stipulates that physical checking or verification of the goods is required in the process of appraisal and assessment of duty. If customs authorities are not satisfied with the information furnished through bill of entries in respect of the imported goods, examination of the goods may be required for the following purposes :

40.7.1 To check the actual description of the goods as declared in the bill of entry for correct classification and assessment.

40.7.2 To draw sample for chemical test.

40.7.3 To ascertain the country of origin.

40.7.4 To verify the quantity when weight or unit forms the basis for assessment.

40.7.5 To ensure enforcement of various statutory restrictions and prohibition imposed on imports and exports of certain categories of goods.

40.8 CLASSIFICATION :

Customs tariff consists of schedules to the Tariff Act for both import and export relating to rate of import duties or export duties of goods imported or exported. Classification of goods for tariff is in accordance with Brussels Nomenclature which provides a systematic classification for all goods. entering into international trade.

Alongwith the tariffclassification the ITC (Import Trade Control) classification of the goods shall also be ascertained to see if the goods are imported/exported in accordance with import and Export Trade Control Act.

Import duties on different goods may change every year. Such changes are published through yearly Finance Ordinance or through extra-ordinary gazette notification. The shipping section/commercial section and accounts department shall remain responsible for implementation o' amendments of rates as per gazette notification.

40.9 DETERMINATION OF IMPORT VALUE :

When purchase order is placed on C&F basis the import value should be determined as under :

i) C&F price as per invoice to be converted in local currency-----

ii) Add: 1% of C&F price or the actual premium paid for Marine insurance coverage-----

iii) Add: 1% of aggregate of C&F price and insurance premium, as landing charge .-----

Import value for assessment purpose.

If purchase order is placed on FOBex-portof loading the import value should be determined in the above manner with addition of freight with the FOB price. The freight may be had from freight memo, and in absence of freight memo, the amount may be estimated at percentage varying for different ports as may be determined from the purchase order

Import value will consist of the purchase price and in case where the purchase price does not cover it, of the expenses incurred upto the valuation point, on account of (a) commission, (b) brokerage, (c) duties and taxes abroad, (d) packing, (e) carriage and freight charges including suppliers warehouse to the port of loading (f) insurance, and (g) loading and unloading charges.

40.10 DETERMINATION OF DUTY PAID VALUE AND PAYMENT OF SALES TAX THEREON :

Sales tax on imported goods may be payable on duty paid value as per rate specified in Sales Tax Act.

Duty paid value is arrived as under :

Imoo : value

Add: Amount of duty paid there on
Total duty paid value

in many cases sales tax is exempted. The dealing official must be well acquainted with the Finance Ordinance.

In some cases sales tax on raw-materials etc. are adjustable with the sales tax payable on finished products. Proper accounts of sales tax on raw materials should be maintained by accounts department to guard against any excess payment.

40.11 GENERAL PRINCIPLES OF PAYMENT OF IMPORT DUTY AND SALES TAX :

Normally, shipping documents are expected to arrive before arrival of the vessel to the port of destination. If such documents are retired from the bank in time and handed over to the clearing and forwarding agent for prompt clearance of the consignment, the C&F agent should submit the bill of entry to the customs authority and get the same assessed.

In case of any discrepancy in the documents of the imported goods the customs authority may detain the consignments for appraisalment, valuation and correct assessment of import duty. Discrepancy in respect of tariff classification and ITC classification may also lead to similar action by the customs authority.

It should be borne in mind that rectification of discrepancies either in documents or in tariff and ITC classification may delay clearance of the consignment leading ultimately to accrual of wharfrent/demurrage. In such cases detention certificate may be obtained from the customs authority for payment of lower penalty charges for the period the consignment was detained by the customs authority.

40.12 CLEARANCE OF IMPORTED GOODS WHEN NEGOTIABLE COPY OF SHIPPING DOCUMENTS DOES NOT REACH :

Sometimes, original shipping documents may not reach the importer's banker before arrival of the vessel in the port of destination. In absence of such documents the carrier refuses to discharge the cargo as non-receipt of shipping documents indicates delay in collection of value of the goods by the supplier abroad. With a view to avoiding detention charge of vessel and demurrage, the consignment may be cleared through indemnity bond.

The importer's banker should be requested to issue bond indemnifying payment of prices of imported goods for which payment was not effected/collected before arrival of the vessel. The bond is accepted by the carrier on behalf of the supplier for release and timely clearance of goods by the importer to avoid payment of detention charge for the vessel and demurrage to the port authority.

40.13 CLEARANCE OF IMPORTED GOODS, AND CLEARANCE OF GOODS FOR EXPORT ON REVENUE DEPOSIT :

Imported goods should be cleared by making revenue deposit as per provision of Section 87 A of Sea Customs Act. If it is impracticable to ascertain immediately the amount of customs duty payable in respect of any imported goods either for home consumption or for export, the Collector of Customs may allow those goods to be delivered for home consumption/export, upon the importer or the exporter furnishing security, by deposit of money for payment of any unpaid duty. Adjustment of such provisional payment of duty shall be made as soon as the exact amount of duty is determined.

40.14 IMPORT OF BANNED ITEMS AND LIABILITY FOR PENAL ACTION :
Any banned item(s) imported i.e. items not covered by import Trade Control Act may be seized by the customs authority in terms of Section 178 of Sea Customs Act. All goods seized on such grounds are liable for confiscation under Section 179 of the Sea Customs Act.

Import of banned items is also punishable under provisions of Sea Customs Act and the customs authority may also impose penalty on the importer for import of banned items including confiscation thereof.

The purchase and finance division of the corporation and commercial/account department of enterprises/projects should ensure that goods ordered, for which letter of credit is to be established, are strictly in accordance with ITC classification.

40.15 CLEARANCE OF IMPORTED GOODS WITHOUT PAYMENT OF IMPORT DUTY BY TRANSFERRING SUCH GOODS TO BONDED WAREHOUSE :

Imported goods which are not meant for immediate consumption may be transferred to customs bonded warehouse. This arrangement is generally made with the customs authority who, in principle, accepts the security of such warehouse by posting their own personnel. Such bond is executed in terms of Section 92 of Sea Customs Act.

It is, therefore, advisable that goods imported and not immediately required for consumption should be cleared through bonded warehouse. This will help remove difficulties in clearance of goods due to paucity of funds.

It should, however, be borne in mind that the importer shall have to bear expenses of customs personnel including rent of warehouse till the goods are finally cleared.

40.16 CLEARANCE OF BONDED GOODS FOR CONSUMPTION :

Goods in bonded warehouse may at any time within three years from the date of execution of bond under Section 92 of customs Act in respect of such goods be cleared for consumption by paying (a) duty assessed on such goods under Section 87 or where the duty on such goods is altered under the provisions herein after contained, such altered duty, and (b) all rent, penalties, interest and other charges payable to the customs authority in respect of such goods.

Due to devaluation of local currency the C&F price of the imported goods under bond may be higher leading to higher payment of import duty and sales tax which would not have been arisen had the goods been directly cleared immediately after arrival of the ship.

40.17 REFUND OF CUSTOMS DUTY :

Import/export duty are refundable if wrongly paid or over-paid through inadvertance or misconstruction provided refund claim is lodged by the importer/exporter to the customs authority concerned within four months of the date of payment of such import/export duty under Section 330f the Customs Act, 1969; the said period of four months shall be reckoned from the date of the adjustment of duty after its final assessment. As a matter of fact Section 33ofthe Customs Act is not the final provision. Rather, any excess duty received by the Government beyond the statutory provision is refundable to the importers. Claim petition should be filed with following information:

- (a) Reference number and date of bill of entry with the name of customs station where paid;
- (b) Treasury Chalian number and date with the name of treasury/ sub-treasury where customs duty was paid;
- (c) Nature of excess payment of customs duty.

40.18 REFUND OF CUSTOMS DUTY ON SHORT LANDED PACKAGES :

Refund claim of customs duty should also be submitted in similar manner with full particulars of the goods short landed, duly certified with shortlanding certificate issued by the jetty authority.

40.19 REFUND OF CUSTOMS DUTY AND SALES TAX DUE TO OVER PAYMENT TO THE SUPPLIER ABROAD :

On establishment of actual amount over-paid the claim for refubd of customs duty and sales tax should be submitted, duly supported with copies of invoice, puschase contract and the bill of exchange on which transaction was made.

40.20 REFUND OF FINE AND PENALTY :

Fine and penaity are also refundable if the Appellate Authority, through Order-in-Appeal, directs to do so.

40.21 REFUND OF SALE PROCEEDS OF SEIZED AND CONFISCATED GOODS :

Sale proceeds of seized goods are refundable if the same have been released by the appropriate Adjudicating Officer of customs. In such case the importer should

file a refund claim immediately after receipt of adjudication order to the appropriate customs officer to enable him to expedite processing of the case to determine the amount refundable. The claim application should be furnished with all particulars including adjudication order etc.

40.22 DRAWBACK CARGO :

Sea Customs Act provides rules for drawback. The term "Draw back" is applied to amounts of customs duties remitted or paid back by Government on export of commodities on which the same were levied. For entitlement of drawback the goods must be exported or deemed to have been exported to a foreign port/customs station (as in case of international bids under foreign credits by local purchasers). The object of the relief afforded by the drawback is to enable the goods to be disposed of in a foreign market as if the same have not been subjected to any taxation. The maximum drawback must be claimed within the specified period as laid down by NBR from time to time.

40.23 WHEN NO DRAWBACK ALLOWED :

Notwithstanding anything heretofore contained, no drawback is allowed :

40.23.1 Upon goods not included in the export manifest (or deemed to have been exported).

40.23.2 Goods to be exported or deemed to have been exported are of less value than the amount of drawback claimed, or

40.23.3 Claim is for drawback amounting, in respect of any single shipment, to less than five Taka and the Collector of Customs deems fit to reject it, or

40.23.4 On Salt, Salted fish or opium.

40.24 TIME TO CLAIM DRAWBACK :

No drawback shall be allowed unless the claim to receive such drawback is made and established at the time of re-export.

No such payment of drawback shall be made unless payment is demanded within six months from date of entry for shipment.

40.25 DECLARATION BY PARTIES CLAIMING DRAWBACK :

Every person, or his duly authorised agent, claiming drawback on any goods duly exported/deemed to have been exported, shall make and subscribe a declaration that goods have been actually exported/deemed to have been exported.

40.26 CUSTOMS REBATE ;

Indigenous industries of certain categories are allowed customs rebate on imported raw-materials. Principle involved in the grant of rebate is that the import duty paid on such materials at the time of import of certain notified manufactured goods to the extent equal to duty that was paid on raw materials imported and used in that industry and after those imported materials have been used in manufacture of goods by the industry, rebate equal to the import duty already paid on such materials at the time of import is refunded, provided the industry concerned fulfils the conditions prescribed by the Government for grant of rebate on such materials.

Similarly, there are cases of export rebate meaning that full rebate as calculated and notified by the National Board of Revenue is paid back to the exporting industry on export.

40.27 EXEMPTION AND CONCESSIONAL RATE OF CUSTOMS DUTIES :

Certain items of imported goods are exempted from import duty. Moreover, concessional rate of import duty, such as by way of machinery benefit, is allowed to which clear check is to be maintained by the importer.

Goods imported under relief and rehabilitation grants from different countries or organisations are either exempted from import duty and concessional rate of duties may be levied.

Import from GATT countries are also subject to concessional rate of duties.

40.28 FRUSTRATED CARGO :

Frustrated cargoes are such cargoes as has been imported in any customs station/port by reason of inadvertance or mis-direction or where the consignee is untraceable or has dishonoured its commitments and the consignor wishes to

have it re-shipped. The Master of the vessel or his authorised agent or the consignor of the goods himself or through his authorised agent shall apply in writing to the Collector of Customs concerned for permission to re-export the frustrated cargo.

Necessary track should be kept so that no such difficulty in case of import of goods by the corporation arises.

40.29 MISCELLANEOUS :

Import through air and land route should also follow similar method for clearance with minor exceptions. The officer responsible for clearance of such imported goods through air and land route should be cautious regarding payment of import duties and sales tax and timely clearance of those materials/goods.

41. PORT AND JETTY PROCEDURE FOR CLEARANCE OF IMPORTED CONSIGNMENTS :

On completion of customs formalities and payment of duties and taxes for imported goods, the authorised agent of the importer is given customs out pass to enter the jetty. The C&F agent i.e. importer's agent has to perform jetty formalities for clearance of the imported goods within free time. The first and foremost duty of the C&P agent is to obtain delivery permission before going for jetty formalities. Delivery order is issued by the shipping agent on the basis of customs clearance.

41.1 CLEARANCE OF IMPORTED GOODS FROM THE JETTY :

Immediately after taking berth at the jetty the vessel starts discharging of cargo. All efforts must be made to take direct delivery of imported goods from the vessel by prior arrangement for placement of trucks, wagon, lorry, etc. alongside the vessel. River dues and landing charges should be paid to the port authority before hand to be allowed to take delivery of goods from the jetty.

41.2 CLEARANCE OF IMPORTED GOODS WITHIN FREE TIME :

Imported goods should be cleared within free time allowed by the port authority so as to avoid payment of demurrage and other allied charges. Generally 4/5 days time from the date of expiry of common landing date are allowed as free-time for taking delivery of imported goods.

In case direct delivery of imported goods is not taken, the consignment will be dumped at jetty and payment of hoisting charges shall have to be made as per provisions of schedule of charges, even if the goods are cleared within free time.

The jetty authority may also remove goods from the original place of dumping to avoid heavy congestion. Such removal will be at the cost of the consignee as per rate specified in schedule of jetty charges. After removal of the dumped cargo from original place if the jetty authority deems fit that the goods are to be stacked after removal, then re-stacking charge may also be realised as per rate specified in the schedule of charges; and goods, therefore, must be removed from jetty to avoid such charges.

41.3 NON-CLEARANCE OF IMPORTED GOODS WITHIN FREE TIME AND ACCRUAL OF DEMURRAGE THEREON :

Failure to clear imported goods within free-time makes the consignment liable for payment of demurrage right from the date of expiry of free-time. Such demurrage is called wharfcharge or wharfrent.

Wharfrent may accrue on following grounds resulting in non-clearance of the consignment within free time :

41.3.1 Clearance may be delayed due to non receipt of negotiable copy of shipping documents. In such case the consignment may be cleared by arranging indemnity bond in favour of the carrier. If arrangement of such indemnity bond is delayed it will lead to ultimate accrual of wharfrent.

41.3.2 The consignment may also accrue demurrage for want of shipping documents which cannot be cleared due to paucity of funds. In such case the document may be retired through bank guarantee. The delay in arranging B, G may also result in accrual of wharfrent.

41.3.3 Clearance of the consignment may be delayed due to delay in payment of import duty which cannot be determined before accrual of wharfrent. In this case the payment of duty may be made provisionally which is termed as Revenue Deposit. After determination of amount of duty, necessary adjustment of revenue deposit may be made.

41.3.4 Wharfrent may also accrue due to detention of the imported consignment, by the customs authority for classification thereof, causing delay. In such cases concessional payment of wharfrent may be made for the period till the

consignment is detained by the customs authority and detention certificate is obtained from them. Such concessional charge is known as Lower Penalty Charge.

41.3.5 If the consignment lands with nil marks and requires sorting out thereof, the same may cause delay in clearance with ultimate accrual of wharfrent.

41.4 ARRANGEMENT OF SPACE RENT :

If it is felt that clearance of imported goods may be delayed due to any of the difficulties explained. earlier, it is advisable to place the consignment under rented space either in the open yard or within the covered area of the jetty.

As per agreement with the jetty authority necessary space may be arranged within protected area inside the shed or protected area outside the shed. Placement of consignment will require removal and re-stacking charge if space is not granted in the originally dumped area.

41.5 PAYMENT OF LOWER PENALTY CHARGES :

If the consignment is detained by customs for ITC classification, payment of wharfrent may be avoided by payment of lower penalty charges by obtaining detention certificate from the customs authority covering the period of detention of the consignment.

41.6 RIVER DUES :

River dues is charged on all goods handled at the port.

41.6.1 River dues are also payable on goods shipped from the port to a foreign port at the rates specified.

41.6.2 Where river dues have once been paid on any goods in transit, no river dues shall be payable again on those goods within 8(eight) weeks of such payments becoming due.

41.6.3 Before making payment of river dues the standard list as annexed in the schedule of charges of jetties should be consulted to become sure of the basis to be followed.

41.7 LANDING CHARGES :

Landing charges are levied on goods discharged on jetty side, any berth, wharf, pontoon, dock, pier or moorings within the port limits by a special agreement. The landing charges are levied either on actual weight or on measurement whichever is higher.

41.8 OVER SIDE CHARGES AT JETTY, MOORINGS AND OUTER ANCHORAGE :

41.8.1 Cargo dealt with as overside at jetties, moorings including outer anchorage is leviable to a charge equal to half of the landing or shipping charges.

41.8.2 A landing or shipping charge equal to half the landing charge for goods discharged or shipped, on the mooring/outer anchorage and delivered direct to the consignee and if subsequently reloaded or having been previously shipped at the jetties only single landing or shipping charges are recoverable. The rate of shipping charges are different from that of landing charges.

41.9 CHECKING OF C&F AGENT'S COMMISSION BILLS:

Any lapse on the part of C&F agent arising due to non-adherence to rules may be shouldered by them provided the C&F agent has been furnished with shipping documents and also necessary funds placed for timely clearance of the consignment. Standard C&F agreement with provisions for reimbursement of expenses including the liability and responsibility of C&F agent will guide the officials responsible for checking the bills. However, following points should particularly be taken into consideration for passing of C&F bills.

41.9.1 Whether the C&F agent has arranged direct delivery of the consignment to avoid payment of consequential charges like hoisting charges and removal charges that may accrue even if the consignment is cleared within free time. Any negligence on their part resulting in accrual of above charges should be borne by them.

41.9.2 Whether shipping documents could be handed over before arrival of the ship and if so, failure to take direct delivery should be dealt with seriously.

41.9.3 Whether the C&F agent applied reasonable prudence to avoid payment of wharfrent with alternative arrangements.

41.9.4 If accrual of wharfrent could not be avoided due to fault of the importer, in that case also it should be seen whether, after receipt of shipping documents and funds, the C&F agent tried their best to clear the consignment without further payment of wharfrent.

41.9.5 No unscheduled. expenses should be entertained. As regards scheduled expenses, authentic supporting vouchers indicating payments to jetty authorities should only be entertained.

In many cases the C&F agent may obtain order for removal. Such order should be verified and the agent should be asked to justify the reason for removal.

41.9.6 Carrying of imported consignment(s) from jetty to importers site involves huge expenditure. The carrying bill should be checked with reference to unit of carrying i.e. whether on actual weight or on B.L. weight should be verified from the C&F agreement where the are clearly indicated.

41.9.7 in cases consignments are directly delivered from the vessel no hoisting or loading charge is required. As such, no bill for such charge is entertainable.

41.9.8 in case of dumping of cargo, hoisting charge may be paid but no loading charge is required. If dumping was made due to negligence of C&F agent the hoisting, charge bill should not be entertained.

41.9.9 C&P commission should be paid on C&F value which should be seen from the bill of entry. In case of short landing, C&F commission for the short landed quantity should be deducted.

41.9.10 Before settlement of C&F commission it should be ensured. That refund claims in respect of customs duty, sales tax and jetty dues are lodged by the C&F agent for follow up by the enterprise/project.

FORMS & DOCUMENTS

SPR FORM
(Name of Enterprise/Project)

ANNEXURE.-1
SPR NO.....
Date.....

Section/Division/Department :

Item No.	Stores Code No.	Description with full specification of stores	Monthly Consumption	Qty. in Stock	Qty. in Pipe Line (i.e. shipped & transit)	Qty. in order	Qty. in be procured	Estimated Price		Date by which the material is required	Last purchase price per unit with order No. & date	Name & Complete mailing address of the probable suppliers
1	2	3	4	5	6	7	8	9	10	11	12	13

Applicable for proprietary item(s) only.

Certified that the indented item(s) can not be manufactured in Bangladesh and its detailed specifications/drawings are not available with us nor it is possible to prepare the same with the existing technical facilities.

Certified that budgetary allocation is available for the purchase and that the estimated unit price is correct.

Requisitioning Officer

Head of the Requisitioning
Division/Department

Head of stores

Head of Accounts Division/Department
Approved by: Head of the Enterprise/
Project

TENDER NOTICE

Sealed offers with 1% earnest money are invited by for procurement of under mentioned item(s) on C&F (C) Chittagong, liner terms basis :

Tender No.	Item	Onty.	Cost of Tender	Closing at 11.00 a.m. on.....	Opening at 11.00 a.m. on.....	Source of Finance

Documents are available during office hours except on opening date on cash payment from Cash Section, Head Office, Bangladesh Steel & Engineering Corporation, BSEC Bhaban, 102, Kazi Nazru! Islam Avenue, Dhaka-1215 and Cash Section of the Accounts Department of-- -----

TENDER DOCUMENT FOR FOREIGN PURCHASE
NAME AND ADDRESS OF THE ORGANISATION :

CABLE ADDRESS :

TELEXNO.:

PHONE NO. :

Cost of Tender Document
Tk..... per set
(Non-refundable).

TENDER DOCUMENTS FOR PURCHASE OF...
(UNDER CASH/SEM/UNTIED CREDIT/GRANT)

TENDER ENQUIRY NO..... DATED :
DUE FOR OPENING ON.

INVITATION TO TENDER NO. 198
DATE ..

INTERNATIONAL TENDER

1. (Name of the Enterprise/Project) intends to purchase (name of item) as at Annexure--- against Cash/SEMPUntied Credit/Grant.

2. Procurement of the material will be made on the basis of international Competitive Bidding and offer(s) will be received upto (Time) on 198 and opened on the same day at in presence of the bidders, if any.

3. Potential bidders wishing to participate in the tender may obtain documents against payment of Tk. (Taka.) only (non-refundable) from the following address and the relevant money receipt should accompany the tender/bid:

1. Cash section
Bangladesh Steel &
Engineering Corporation,
BSEC Bhaban,
102 Kazi Nazrul Islam Avenue
Karwan Bazar,
Dhaka-1215

2. Cash section
(Name of Enterpriss/
Project).

4. Bids will be accepted from bidders furnishing materials and supplies produced and manufactured in member countries of the International Bank for Reconstruction and Development or in Switzerland.

(This clause is applicable for purchase under IDA only).

5. Each tender/bid must be accompanied by a bank draft or bank guarantee in accordance with Proforma at Annexure

6. Tenders/bids will be received and opened as specified above at the following address (Name and designation of the tender-floating authority.)

FORM OF ACKNOWLEDGEMENT , Mr

To
Name and address of Tendering
Organisation

Sub: Participation in Tender No....
dated..... due for opening on...

We M /s. Prinicoal
Supplier M/s.....
Manufacturer M/s..... hereby offer to supply
the material in accordance with the specification at Annexurea.. We confirm to supply the
designated item (s) at the firm price quoted in full compliance with the terms and
conditions of the attached documents.

A bid bond in the form of bank guarantee/bank draft/pay order for an amount
of-----is enclosed herewith.

Very truly yours,

Dated :-----

SIGNATURE OF THE BIDDER
INCLUDING TITLE AND CAPACITY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,certify that I am Chairman/Director (whichever is applicable) of the Corporation/Firm, established under the laws of -----and that Mr./Mrs.----- who has signed the bid is authorised to bid for the Corporation/Firm by authority of its governing body.

Dated :-----

(SIGNATURE)
Designation :
Seal :

Name and address of
Tendering Organisation.
TENDER NO.

DATED.....

ABSTRACT OFFERS FOR SUPPLY OF
(NAME OF MATERIAL WITH QUANTITY)
FOR (NAME OF ENTERPRISE/PROJECT)

DUE FOR OPENING ON.....198

7. This has to be filled in by the supplier in duplicate. If any point remains blank and not properly answered, and words such as "as per tender" are written, the offer shall be treated as incomplete and liable for rejection. Replies must be supported by proper documents from the principal.

7.1 POINTS FOR CONSIDERATION :

- i. Name of the principal supplier :
with complete address.
- ii. Name and address of the manufacturer with original certificate (not applicable in case of bulk items) :
confirming the supply as per tender/
offer in the event of placement of
order with the tenderer proposed,
- iii. Name of item :
- iv. Quantity offered :
- v. Rate per unit with break-up :
separately as follows :
- a) FOB (excluding local agent's :
commission)
- b) Freight (Firm) :
- c) Local agent's commission :
- d) C&F (C) Chittagong/Khuina/Benapole/ :
Mogulhat/Biral/Burimari/...
liner term.

- vi. Total C&F (C) for offered/tendered quantity. :
- vii. Country of Origin :
- viii. Port of Shipment :
- ix. Period of Shipment :
- x. Validity Offer :
- xi. Whether foreign supplier's original proforma invoice is enclosed. If so invoice number and date be stated. :
- xii. Whether certificate from principal authorising the agent to participate in the tender has been enclosed. :
- xiii. Whether requisite earnest money as per Annexure..... has been furnished from a scheduled bank of Bangladesh. If so, particulars be stated. :
- xiv. Whether agreeable to furnishpercent performance bond as per proforma at Annexure within 10 (ten) days from receipt of letter of intent. :
- xv. Certify that we have carefully gone through all instructions and terms of the tender documents and accepted them in full without any reservation and in token there of we have signed and sealed the tender papers.-We also enclose

the following documents :

- a) Tender purchase receipt :
- b) CCI&E Registration as Indentor :
- c) Registration with Bangladesh Bank as indentor. :
- d) Trade Licence/Manufacturer Licence :
- e) G.I. R Number and Income Tax Clearance Certificate. :
- f) Certificate of genuineness of the principal supplier. :
- xvi. The tenderer is to state if it is a Proprietorship/Partnership Firm/Limited Company and, the authorised person to sign on its/their behalf. :
- xvii. Any other important points/features of the offer.

Signature and seal of the tenderer
Dated: with official address and telephone

GUIDELINES FOR TENDERER

8. These instructions are intended to serve as a guideline for preparation of bids.
- 8.1 NOTE OF CAUTION :
 - a) Bids/quotations are being invited hereunder in accordance with international competitive bidding procedure.
 - b) Quotations/bids containing any deviation from these guidelines and the stated contractual terms and conditions, specification and any addenda related thereof, may be rejected as non-responsive.
9. CLARIFICATIONS, INSTRUCTIONS AND INFORMATION :

Any request for clarification of any additional information in connection with this tender or any aspects of the bid documents must be submitted in writing well ahead of opening of the tender. If the buyer determines that clarification or additional information is needed it will be furnished in writing to all prospective bidders.

Oral clarification, instruction or modification shall be binding on the buyer.
10. MODIFICATION OF TENDER DOCUMENT :

Any modification, correction or clarification of tender document or extension of tender closing date will be issued in the form of an addendum which will become a part of the tender and shall be signed by the tenderer and enclosed with the tender. Failure to do so may disqualify the offer.
- 11- BIDDING INSTRUCTION:
 - 11-1 One envelope system
 - 11.1.2 The bids shall be submitted in duplicate in double envelopes and both the inner and the outer envelope shall be sealed and addressed to the
.....(head of purchase division/department).
 - 11.1.3 The outer envelope shall bear the tender enquiry number and the date and time of tender opening while the inner envelope shall indicate the name and full mailing address of the tenderer so as to enable the buyer to return the late/delayed tender unopened.

11.1.4 If the outer envelope is not properly sealed and inscribed as instructed above, the buyer shall assume no responsibility for misplacement or premature opening of the tender.

11.2 Two envelopes system :

11.2.1 Bidders will use 2(two) separate envelopes; one for technical offer and the other for price offer; and the individual envelopes should be marked accordingly.

11.2.2 The technical offer as well as the price offer in 2(two) separate envelopes duly sealed and marked is to be dropped simultaneously in the tender box provided for the purpose.

11.2.3 The technical proposal will contain full information as required for proper technical evaluation of the bid and will include the following :

- i) Full technical specifications and details.
- ii) Catalogues/leaflets/brochures/illustrative literature.
- iii) Manufacturing and foundation drawings, flow sheets etc.
- iv) Data providing history of the bidding/manufacturing company, its financial standing and technical ability.
- v) Information about manufacturing facilities and the background of the technical personnel employed.
- vi) Battery limit condition.
- vii) Experience of the similar work and services during the last three years.
- viii) Money receipt evidencing purchase of tender documents.
- ix) Bid bond/earnest money.

11.2.4 The price/commercial offers will contain only the price of the offered goods and be duly supported with the following :

- i) Price schedule.

- ii) Original proforma invoice of the principal supplier/manufacturer.
- 11.2.5 Technical proposal will be opened first in presence of the bidders or their representatives immediately after closing of the tender. At the same time the envelope containing commercial offer will be noted and placed in a separate cabinet.
- 11.2.6 The price/commercial offers of only those bidders whose technical offers will be found valid and acceptable on technical evaluation, will be opened on a subsequent date to be notified later on in writing to the technically qualified bidders.
- 11.2.7 If any technical offer after being examined is found to be defective or not in conformity with the tender requirements and specifications and thus found unacceptable, the corresponding price offer shall not be opened and shall be disregarded and returned unopened to the bidder concerned.
- 11.2.8 The bids shall be submitted in triplicate. The bidder shall seal the original and each copy of the bid in an inner and outer envelope duly marked as 'Original' and 'Copy'.
- 11.2.9 Both the inner and the outer envelopes shall be addressed to head of purchase division/department.
- 11.2.10 The outer envelope shall bear the tender enquiry number and the due date and time of tender opening while the inner envelope shall indicate the name and full mailing address of the bidder so as to enable the purchaser to return the unopened bid, in case it is declared 'Late/Delayed'. The buyer may accept a late tender/bid provided it is received prior to opening of any of the tenders/bids received. Earnest Money/Bid Bonds are acceptable if submitted within tender opening and before all participants/representatives.
- 11.2.11 If the outer envelope is not properly sealed, marked and inscribed as instructed above, the purchaser shall assume no responsibility for misplacement or premature opening of the bid.
12. AMENDMENTS TO TENDER DUCUMENTS :
- 12.1 At any time prior to deadline for submission of bids the purchaser may, for any reason, whether of its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by the amendment(s).

- 12.2 The amendments) will be notified in writing or by telex or by cable to all prospective bidders who have purchased tender documents and the same will be binding on them.
- 12.3 in order to allow the prospective bidders reasonable time to take the amendment into account in preparing their bids, the purchaser may at its sole discretion extend the deadline for submission of bids.
13. PREPARATION AND SUBMISSION OF QUOTATION :
- 13.1 Quotation/bid and all supporting documents should be written in English and be submitted in duplicate in a sealed envelope addressed as follows :
Name and address of head of purchase division/department.
- Tender number and opening date should be written on the envelope.
- 13.2 Tender may be put into tender box kept for this purpose at the above address, but care must be taken to ensure that it reaches buyer's office on the date and time fixed. Late tender would be returned unopened. Suppliers may also send the tenders to the concerned head of purchase division/department by mail so as to reach him on due date and time. No responsibility will be accepted by the buyer for late receipt.
- 13.3 The suppliers may quote in their own letter head but it is essential that the "Abstract of Offer" is also completed and returned to the buyer. If the same is not accordingly returned the quotation may not be considered.
- 13.4 Quotation should be based on firm C&F (C) price; but FOB price, freight and commission, if any, may be shown separately. Any increase in freight rate before shipment will be on the seller's account. The buyer has the option to place order either on FOB or on C&F basis.
- 13.5 Quotations should be strictly in accordance with the following :
- a) Accounting unit prescribed in the tender enquiry.
 - b) Terms of delivery and place of delivery as specified in the tender enquiry.
- 13.6 The name of the manufacturer and principal supplier and country/countries of origin with port of shipment proposed should invariably be indicated. In case of

multiple origin at seller's option, the country of origin and port of shipment may be confirmed prior to issuing letter of intent or at time of issuing contract.

- 13.7 Tenderer must submit with the quotation the original and signed proforma invoice of their principal and the proforma invoice shall clearly indicate commission, if any, included in FOB price for the local agent. Commission payable to the local agent by the foreign supplier will be deducted and paid to local agent in equivalent local currency at the exchange rate at which the bill of exchange is negotiated. Buyer will not pay any extra commission or otherwise to the local agent. Telex or telegraphic offers may be considered provided signed copy of proforma invoice is received by the tender floating authority, within 24 (twenty four) hours of opening of the tender.
- 13.8 If the bid is made by a firm or corporation, it shall be signed by a person authorised to make the commitment on behalf of the firm or corporation. Bids signed by an agent are to be accompanied by an evidence of its authority to bid on behalf of its principal.
- 13.9 Bidders are warned to strike-out and initial any conflicting conditions, qualifications or delivery terms as may be printed on margin or reverse side of the offers/invoices or bids.
- 13.10 Bids which are qualified by an insertion, or attachment of unsolicited terms or conditions unless consistent and relevant to nature of the item, its trade conventions and practices, may be rejected.
- 13.11 Tenders are requested in their own interest to submit their quotations in double envelopes, the outer envelope should be sealed and marked with tender number and the time and date of opening. If this advice is not followed meticulously the tender floating authority shall not accept liability and responsibility for quotations otherwise received.
- 13.12 Tenderer should submit a certificate along with the offer to the effect that they have gone through the instructions and the conditions stipulated in the tender documents and have accepted them in full. As a token of such acceptance each page of the tender document must be signed by the supplier with seal and returned along with the offer. If the tender document is not returned accordingly, the quotation may not be considered. In case of disagreement on any point the same must be stated clearly in a separate sheet. Tenderer must give full and detailed specification of the items(s) they like to offer. Expressions like "as per your specification" should generally be avoided.

14. **CONTRACT:**

The terms and conditions of the tender document shall form an integral part of the contract/purchase order document. The tenderer is requested to check this set of tender documents in order to ensure proper compliance and, the "Form of Acknowledgement" along with the "Certificate as to Corporate Principal", where applicable, duly filled in be returned along with the tender.

15. **BID LANGUAGE :**

The bids, all correspondences and documents relating thereto exchanged between the bidders and the purchaser shall be written in English Language.

16. **BID CURRENCIES :**

Prices may be quoted in the bidder's home currency or in any international trading currency but its equivalent in U.S. Dollar must be worked out and indicated.

17. **PRICE :**

The tenderer should quote their price on C&F (C) Chittagong Mongla/Benapo e/ Moguthat/Biral/Burimari etc. basis showing break-up of FOB, freight and local agent's commission, if any, separately. The purchaser shall have the right to accept or reject any offer not furnishing such break-up.

18- **EARNEST MONEY :**

All bidders must submit earnest money for an amount equivalent to 1% (one percent) of the total- C&F value of the stores favouring the tender floating organisation, either in the form of pay order, bank draft or bank guarantee valid for a minimum period of two months from the date of opening of the tender as per enclosed proforma from any scheduled bank in Bangladesh. Neither any inland cheque nor a cheque/guarantee issued by a bank of foreign countries will be accepted. Earnest money is liable to forfeiture if the bidder, for any reasons whatsoever, withdraws or modifies its offer, or violates the terms after opening of the tender and before expiry of the validity of the offer, or fails to furnish the required performance bond within the stipulated time after issuance of letter of intent. Bid bond/earnest money of unsuccessful -tenderer would be returned once a decision of the tender is made. A tender not accompanied by earnest money/bid bond would be rejected as non-responsive. Bid bond of the successful bidder shall be returned after furnishing performance bond.

19. VALIDITY OF THE OFFER :

Offers should be valid, firm and irrevocable for a minimum-----calendar days from the date of opening of the tender which may be extended for a further period when desired by the buyer.

20. TENDERER'S EXPENSES :

All expenses incurred in connection with preparation, submission and delivery will be at tenderer's accounts. No claim will be entertained for refund or reimbursement of such expenses.

21. OPENING OF TENDER :

Tenderer or their representatives may be present at the time of opening of the tender. While opening the bids, the name of the tenderer and the amount quoted will be read aloud and receipt of bid security acknowledged but no further details shall be made public at that time.

22. REVISION OF OFFERS :

After opening of tenders no revision of offer or undercutting of price shall be entertained. If any bidder revises the offer or undercuts price after opening of the tender, the offer shall be outright rejected even if such revision or undercutting of price is to the advantage of the purchasing agency. If any bidder makes any complain in writing in respect of a decision taken on a particular case of tender purchase, and if such complain is proved to be unfounded and false, the tender/purchase committee may recommend forfeiture of earnest money of the complainant against that particular tender and may also recommend black listing of the complainant firm in case their earnest money has already been returned.

23. CAUSES OF REJECTION OF BIDS :

The bid(s) may be rejected, at the discretion of the buyer, for the following reasons/lapses:

23.1 If the schedule of price and specifications is not enclosed with the bid duly filled in, signed and sealed.

23.2 If the proforma invoice/cable offer/telex offer in original showing separately FOB price, freight and commission, if any, as well as the manufacturer's certificate (not applicable in case of bulk items) as mentioned hereinbefore is not submitted.

- 23.3 If earnest money/bid bond in proper form and for proper amount is not submitted with the bid.
- 23.4 If the amount and validity of earnest money/bid bond do not conform to the requirement of the tender enquiry.
- 23.5 If the official money receipt evidencing purchase of tender documents is not furnished with the bid.
- 23.6 If the bidders make any addition or alteration to quoted price, specification or any other terms and conditions of their bid after opening of tender.
- 23.7 If each and every page of the tender documents including the General Conditions is not signed and sealed by the bidders as a confirmation of their acceptance of the tender terms.
- 23.8 If the bid is made on behalf of a country with whom Bangladesh does not have diplomatic relation,
24. SPECIAL CONDITIONS :
- 24.1 Against this tender, bid(s) shall be accepted under STA/BARTER fund allocated to BSEC. A set of tender documents shall be sent to the local associates of such STA/BARTER who will be eligible to participate in the tender fulfilling the terms and conditions mentioned herein. They will not be required to submit money receipt for purchase of tender documents. If considered necessary, the corporation may also ask for furnishing performance guarantee against procurement under Barter/STA.
- 24.2 No conditional bid shall be accepted unless relevant to the nature of the item or its trade conventions and practices.
- 24.3 No claim on the ground of typographical errors in arithmetical calculation shall be entertained after opening of the tender and in such case the bidder shall be bound to supply the goods at their originally quoted price(s).
- 24.4: Any addition or alteration to specifications, price(s) or any other terms of the bid after opening of tender shall not only be ignored but may also cause rejection of the bid.
- 24.5 Third party documents including bill of lading are not acceptable unless endorsed by the seller.

24.6 Bids submitted on behalf of a country with whom Bangladesh does not have any diplomatic relation shall not be accepted.

24.7 Bids shall be signed by a person who has authority to enter into contract with the purchaser. If it is detected afterwards that the person signing the bids or documents forming part of the contract had no authority to do so, the purchaser may, without prejudice and other civil and criminal remedies, cancel the contract, forfeit the earnest money/bid bond/performance guarantee and hold the signatory liable for all costs and damages.

24.8 In case the supplier/contractor is from a third country i.e. other than country of origin wherefrom shipment will be made, a certificate from the manufacturer will have to be submitted alongwith the proforma invoice stating that if the supplier/contractor secures order/contract against the tender enquiry under reference, they will manufacture the goods and execute the order/contract on behalf of the supplier/contractor. In all other cases also, manufacturer's certificate as aforesaid shall be submitted together with the proforma invoice.

24.9 Local agents who desire to participate in the tender shall indicate their Indenting Registration Number and Bangladesh Bank Permission Number supported with photocopies of documentary evidence issued by the Chief Controller of Import and Export, Government of the People's Republic of Bangladesh and the Bangladesh Bank respectively. Bangladesh Bank permission should show the eligibility of the agent to represent a particular principal for a particular item(s).

24.10 Schedule of price and specifications duly completed, signed and sealed shall form an integral part of the bid.

24.11 The purchaser reserves the right to accept any item or group of items against this tender enquiry unless the bidder expressly qualifies its bid by specific limitations.

24.12 The bidders must indicate full specifications of materials, nature and definite date of shipment. Expressions like "as per tender specification" and "shipment as desired" shall not be acceptable and may make the bid liable to disqualification.

24.13 The bidders must enclose with their bids the official money receipt evidencing purchase of tender documents.

24.14 The bidders shall enclose with their bids the original proforma invoice wherein the element of commission, included in or extra on FOB price for the local agent

shall be clearly indicated. The proforma invoice shall also indicate the firm ocean freight or airfreight as the case may be.

25. TENDER COMPARISON :

For comparison of tender the currency(s) quoted by the tenderer shall be converted into Bangladesh Taka at the rate as applicable and advised by Bangladesh Bank through any scheduled bank on the date of opening the tender.

26. ASSESSMENT OF BID :

Assessment of bids shall be made on the basis of tender terms, C&F/C&F (C) price to be converted into Bangladesh currency as per official rate of exchange (selling rate) prevalent on the date of opening of tender, technical specifications, shipment schedule and any other term(s) advantageous to the purchaser. Price differentials over Cash Prices in case of offers under Barter/STA generally allowed by Government will be taken into account.

27. AWARD OF ORDER/CONTRACT :

The purchaser will award the order/contract to that successful bidder whose bid is considered to be substantially responsive and has been determined as the lowest evaluated bid.

28. INCREASE OR DECREASE IN QUANTITY OF CONTRACT

The buyer reserves the right at the time of award of contract, with no adjustment in unit price (bid), to increase or decrease the quantity tendered. The buyer also reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission.

Award would be made to the bidder whose responsive bid determined to be the lowest evaluated bid and who meets the specification and other terms and conditions of the tender document.

29. PERFORMANCE GUARANTEE :

The successful tenderer shall be required to furnish a performance bond to the extent of---percent in the form of an unconditional bank guarantee executed by any scheduled bank of Bangladesh as per proforma enclosed. The performance guarantee shall have to be valid for a period covering minimum calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 10 (ten) days from the date of letter

of intent and as per terms stipulated thereon. Performance bond shall be encashed if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the buyer shall have the right to terminate the contract and forfeit the performance guarantee submitted against the contract.

30. PACKING AND MARKING :

a) The seller shall be responsible for proper packing and marking the goods for shipment by rail, road and sea. Goods shall be assembled to the- maximum extent practical prior to shipment. Goods shall be packed so as to withstand usually rough handling and ensure delivery without loss or damage. Packing instructions in detail has been incorporated in the specification sheet at Annexure

b) Each case/package must have the following information printed in BOLD LETTERS on the outside :

- i) Name of the consignee and Destination,
- ii) Letter of credit number,
- iii) Gross and net weight,
- iv) Brief description of the material(s),
- v) Serial number of packages, and,
- vi) Name and address of the seler,

31. INSURANCE :

insurance will be arranged by the consignee, against their marine policy with M/s. Sadharan Bima Corporation. The supplier will send to the buyer as well as to the Sadharan Bima Corporation by cable advice, the clearing particulars of the consignment, the name of the carrying vessel, her sailing date, port of shipment,

number of bill of lading, and quantity and value of the goods. This should be followed by air-mal advice alongwith a copy of the related invoice, bill of lading, etc.

32. TAXES AND OTHER CHARGES :

All duties, taxes and other charges levied on the goods by authorities in buyer's country shall be borne by the buyer and shall not be included in the bid price. Charges of such nature in seller's country or in any country other than the buyer's country shall be borne by the sellers.

33. TERMS OF PAYMENT :

33.1 Payment shall be arranged in favour of the beneficiary against full shipment and according to the formalities of the concerned untied credit as available at the time of opening of L/C by the buyer.

33.2 The letter of credit shall be negotiable on presentation of the following documents in 6(six) copies :

- a) Complete set of original 'Clean on Board' bill of lading marked 'freight pre-paid',
- b) Supplier's invoice signed in ink,
- c) Buyer's authorised inspection agent's certificate,
- d) Supplier's guarantee certificate,
- e) Cable advice for insurance cover
- f) Certificate of origin,
- g) Mill's test certificate,
- h) Certificate showing that the material has been shipped in a non-Israel/non-South African vessel, and
- i) Freight memo showing 'freight pro paid',

33.3 Bank charges in Bangladesh for opening of the letter of credit shall be borne by the buyer. Any bank charge for revalidation or amendment of the letter of credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However amendments required due to any delay/lapses on the part of the buyer will be at buyer's cost.

33.4 Bank charges for withdrawal against letter of credit established by the buyer shall be borne by the beneficiary.

33.5 Confirmation of letter of credit by foreign bank(s) will not be entertained. Transshipment of materials as well as transferable letter of credit will not be allowed. However, under extraordinary circumstances these conditions may be relaxed.

34. SHIPMENT PERIOD :

Shipment shall have to be made in/by.....

35. URGENCY OF DELIVERY :

Complete delivery shall have to be made within the period as specified in clause-34.

36. SHIPPING DOCUMENTS :

36.1 Notice of shipment shall be made by cable/telex to :

- a) Consignee.
- b) Bangladesh Steel & Engineering Corporation, BSEC Bhaban, 102 Kazi Nazrul Islam Avenue, Karwan Bazar, Dhaka-1215

Cable address : STEELHOUSE, DHAKA.

Telex No. 642225 BSEC EJ.

- c) Insurance Company: M/s. Sadharan Bima Corporation.

36.2 Notice of shipment shall contain the following :

- a) Contract number,
- b) Description of item(s)

- c) Total quantity of item(s) shipped and value thereof,
- d) Name of vessel,
- e) Bill of lading number and date,
- f) Port of loading,
- g) Date of shipment,
- h) Estimated time of arrival of ship at....., and,
- i) Whether it is part shipment,

36.3 Upon shipment, the seller shall supply the following advance copy of documents directly by air-mail to the buyer with a copy to the insurance company :

- a) 6 (six) copies of invoice indicating the unit and total delivery price duly signed in ink,
- b) 6 (six) copies of non-negotiable 'Clean on Board' bill of lading marked freight pre-paid',
- c) 6 (six) copies of packing list identifying contents of each case of package,
- d) 6 (six) copies of certificate of country of origin,
- e) 6 (six) copies of beneficiary's insurance advice,
- f) Manufacturer's/seller's guarantee certificate, and
- g) Clean inspection certificate issued by the buyer's authorised inspection agency and the seller's factory inspection report.

37. TTRMS OF DELB/ERY :

37.1 The material(s) should be shipped on C&F,.....liner terms basis when the order is placed on C&F basis. Lighterage, if any, will be on seller's account and liability.

37.2 For transportation of material(s) preference must be given for shipment by Bangladesh flag vessel In case of non-availability of Bangladesh flag vessel, the supplier should obtain a "Certificate of Waiver" from the Director General, Department of Shipping, Government of Bangladesh, Dhaka. The provision included in the L/C to this effect at time of opening is to be deleted upon surrender of "Certificate of Waiver" obtained by the Seder or the local agent, so as not to include this as a documentary requirement for negotiating payment under the L/C The

provision may be replaced by the name of vessel, dwt, built, flag and class to reflect actual nomination of vessel and ensure shipment. Application for such waiver should be made by the seller or its local agent well ahead of actual shipment date which shall be disposed of within 72(seventy two) hours from receipt of such application. In case holiday intervene, the application shall be disposed of within 12 (twelve) hours of the resumption of office after such holidays.

37.3 Shipment on flag vessel of South Africa and Israel is strictly prohibited. The material (s) should be shipped as far as possible in a Charter Vessel not over 15(fifteen) years of age (but this may be relaxed upto 20 (twenty) years of age, if the seller agrees to pay overage insurance premium) or in a Liner Vessel not over 25 (twenty five) years of age. If the suppliers fail to do so any loss or damage incurred by the buyer shall be on seller's account and the buyer shall have the right to forfeit the performance guarantee and take other actions as may be warranted against the supplier.

38. INSPECTION :

The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of the inspecting agency will be intimated at the time of placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector(s) due to multiple intervention/visits and or fruitless visits at the call of and to suit the convenience of the supplier. The inspector(s) should be provided with all facilities to carry out his job smoothly and without interference. The provisions laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost.

39. CHECK OF QUANTITY :

Name of items.....
Specification as per Annexure attached.

39.1 Quantity shall be ascertained at the port of loading by scale weighment, cost of which will be on the seller's account. This will be done in the scale of local/port authority in presence of buyer's inspection agent and a weighment certificate should be obtained from the local port authority duly authenticated by the buyer's shipping agent. This will form a part of the shipping documents.

39.2 In case of bulk item(s) i.e. Pig Iron, Scrap etc. quantity shall be ascertained at the port of loading by draft/scale weighment, cost of which will be on the seller's account. This will be done in presence of the buyer's inspection agent and a weighment certificate duly authenticated by the buyer's inspection agent will be part of inspecting documents.

39.3 Quantity shall be established at the port of discharge on scale weighment/draft survey to be carried out by an independent surveyor to be appointed by the buyers if the buyers so desire.

In case of bulk item(s) i.e. Pig Iron, Scrap, etc., if the difference between the invoice/bill of lading quantity and that ascertained by scale weighment/draft survey at port of unloading is within 1% (one percent) of the invoice/bill of lading quantity, the invoice/bill of lading quantity shall be final and binding upon both the parties.

In case the difference exceeds 1% (one percent) of the invoice/bill of lading quantity, the value for such quantity shall be adjusted as per contracted rate within 90(ninety) days of issuance of notice by the buyer. Scale weighment fee at the port of discharge shall be on the buyer's account.

40. CHECK OF QUALITY :

Should the buyer desire to check the quality of the goods delivered, six samples are to be extracted from the cargo jointly by the buyer's and seller's representatives and inspection agent. These samples are to be correspondingly marked and sealed, out of which sample Nos. 1 & 2 will be retained by the buyers, 3 & 4 to be retained by the sellers and 5 & 6 to be retained by the inspection agent.

Not later than 15 (fifteen) days after samples have been extracted from the lot of the goods delivered, the buyer shall advise the seller that they agree to the quality of the goods as stated in the contract or seller's certificate, or conversely, advise the sellers that they want a fresh analysis made.

Should it become necessary to the consideration of the buyer to have an analysis of the sample retained by the inspection agent, the same will to be done by them and the finding of the analysis will be binding upon both buyer and seller. If the quality does not conform to the original ordered specification, a claim will be lodged by the buyer with the seller with findings within 15 days of receipt of the findings of the inspection agent.

The cost of analysis as submitted by the inspection agents shall be borne by the buyer. Should, however, the analysis show that the quantity of the lot does not conform to the quality stipulated in the contract the cost of the analysis are to be borne by the seller.

41. BREACH OF CONTRACT:

On any breach of contract by the seller, the buyer may recover the actual loss suffered and the amount may be realised by encashing the performance guarantee.

42. PATENTS :

Except as otherwise provided in the specification, the seller shall hold and save the buyer, its officers and employees, harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, article, process, appliance or apparatus manufactured or used by seller in performance of the contract.

43. WARRANTY :

The seller shall warrant that the item(s) shall be new and of first quality workmanship and materials, shall have no defect in size or manufacture, shall meet the requirements of the specification and shall in all respects suit to the purpose intended. The warranty provided by the seller will be relied upon and strictly enforced by the buyer.

44. WARRANTY AGAINST BENEFITS :

The seller shall warrant it has not given or promised to give any money or gift to any official or employees of the buyer with the intent or objective of securing the contract.

45. LIQUIDITY DAMAGE :

45.1 Liquidity damage equivalent to half percent or part thereof on the value of the undelivered goods may be realised from the supplier/contractor.

45.2 In specific cases where delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged.

45.3 In case of delay in delivery beyond one hundred days for importable item(s), purchase order/contract may be cancelled in which case the performance guarantee shall be forfeited.

45.4 On genuine reasons/grounds beyond the control of the suppliers/contractor, extension of delivery period may, however, be granted by the purchase approving authority without realisation of any liquidated damage provided validity of their performance guarantee covers such extension.

46. GENUINENESS OF THE PRINCIPAL SUPPLIERS :

The principal supplier shall have to submit a certificate from the supplier's bankers regarding the bonafide and standing of the supplier.

AND/OR

Certificate from the Chamber of Commerce and Industry from the supplier's country regarding its standing as an exporter/manufacturer along with the proforma invoice.

47. FORCE MAJEURE :

Should any circumstances arise preventing either of the contracting parties from wholly or partially carrying out its obligations under the present contract, namely natural calamities, strikes, riots, fire, acts of God, war, military operation of any nature, blockades and any unforeseen event which is beyond human control, the period stipulated for the performance of this contract shall be extended for as long as the circumstances prevail in the country of the supplier or the buyer. or at the origin of the supply (ies).

Provided that in the event of these circumstances continuing for more than 30 (thirty) days either party shall have the right to refuse to fulfill its obligations under, this contract and in such a case neither party shall be entitled to indemnification of any loss it may sustain. Any party unable to carry out its obligations under this contract shall immediately advise the other party of the commencement and the termination of circumstances preventing performance of this contract.

A certificate issued by the Chamber of Commerce and/or industry of the supplier's and the buyer's country shall be sufficient proof of the existence and duration of such circumstances.

48. ARBITRATION :

48.1 The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract.

48.2 If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2(two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing, then, to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference, and the decision of the sole arbitrator or of the arbitrators in the event of their not agreeing with the umpire appointed by them as the case may be, shall be final and binding on the parties. Provisions of Arbitration Act 1940 and rules thereunder and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Note : (BSEC/ENTERPRISE/PROJECT) IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

ANNEXURE III(a)

SCHEDULE TO TENDER NO.....

DATED.....

MATERIAL

SPECIFICATION OF MATERIAL REQUIRED

QUANTITY

BANK GUARANTEE IN LIEU OF EARNEST MONEY

Name of Tender floating organisation.

Guarantee No.-----

Dated :-----

For (mention amount).

Dear Sirs,

Whereas (Name of tender floating organisation) under tender No----- dated-----inviting tenders for supplies of (described supplies) has agreed to waive the requirement of Cash deposit/Call deposit of US\$/f/Tk.-----being 1% (one percent) of the value of supplies as earnest money by the tenderer for making the supplies in accordance with the terms and conditions of the tender and the tenderer shall provide a bank guarantee for payment for the said amount.

And whereas the tenderer M/s.-----of-----has requested us (name of bank) of -----to issue a guarantee for payment of the amount of US\$/E/Tk. -----when called upon. In consideration of the aforesaid, we (name of bank) of -----hereby undertake and guarantee due performance of the tender by the tenderer M/s.-----of ----- and unconditionally and absolutely bind ourselves:

1. To make payment without any question whatsoever of US .\$/b/ Tk.----- to -----(Name of organisation) or as directed by the organisation immediately on receipt of demand from the said,organisation in writing, in the event the tenderer fail to perform the tender. It is expressly understood that the organisation, shall be the sole judge fordeciding whether the tenderer has performed the tender and fulfilled the terms and conditions of the tender.

2. It is specifically stipulated and understood by the bank that any grant of time or indulgence to the tenderer without reference to the bank shall not in any manner tend to absolve the bank from its liability to make payment as stipulated above under this guarantee.

3. The Bank's commitment under this guarantee is limited to an amount of US\$/b/Taka-'----- (-----) only.

4. This guarantee will remain valid upto -----

Dated:-----

Yours faithfully,

-----Bank.

PERFORMANCE BANK GUARANTEE

Name of tender floating organisation.

Bank Guarantee No.-----

Dated :-----

For (mention amount)

Dear Sirs,

Whereas (name of tender floating organisation) hereinafter referred to as the buyers proposed to enter into a contract through a letter of intent No, ----- dated----- hereinafter called the contract with (name of the sellers) of----- hereinafter referred to as the sellers for the supply of (described supplies) in accordance with the terms and conditions of the contract;

And whereas the sellers have requested us (name of bank) to issue a guarantee for an amount of US\$/b/Tk.-----being.....percent of the C&F value of the supplies;

In consideration aforesaid we, (name of bank) of -----hereby undertake and guarantee due observance and performance of the terms and conditions of the contract by the sellers and we unconditionally and absolutely bind ourselves:

1. To make payment on demand and without demand and without reference to the sellers of US\$/f/Tk -----to the buyers or as directed by the buyers in writing, if the sellers shall fail to perform the contract or fulfill the terms and conditions thereof.
2. To keep guarantee valid and in force for 4(four) months beyond the date of shipment but extendable.....if so required by the buyers.

The guarantee is unconditional and it is expressly understood that the buyers shall be the sole judge for deciding whether the sellers have performed the contract and fulfilled the terms and conditions thereof.

It is specifically stipulated and understood by us (name of bank) that any grant of time or indulgence to the sellers without reference to us shall not in any manner tend to absolve us from our liability to make payment as stipulated above under this guarantee.

Our commitment under this guarantee is limited to an amount of US\$/b/Tk-----only.

Yours faithfully,

-----Bank

(Seal of the Bank)

TENDER OPENING SHEET

1. Press/Limited Tender Enquiry No..... dated.
pertaining to purchase of
has been duly opened to-day, the, at a.m.
in presence of the following representatives of the tendering firms :

2. Altogether (.....) offers have been received and were read out to the
representatives of the firms attending the tender opening.

3. Name of the firm Signature of the representative
with date

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)
- 11)
- 12)

Objection, if any, has been recorded on the reverse page.

4. The following officers of the corporation/enterprise/project have administered the
tender opening :

Name Designation Signature with date

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)

COMPARATIVE STATEMENT OF OFFERS RECEIVED

B.C. Selling Rates as on
 US Doller 1=Tk.
 St. pound 1=Tk.
 DM 1=tk.
 J. Yen 100=Tk.
 I.Rs. 100=Tk.
 Austratia Doller 1=Tk.
 F. Franc 100=Tk.

Agent Tender No. _____ Basic Requirement Name of Enterprise _____
 Dated _____ Opened on _____ 1. Item _____
 For procurement of _____ 2. Quantity _____
 3. Earnest Money _____
 4. Shipment _____
 5. Validity _____
 6. Source of Finance _____

Singature.with name, designation and date
 of the official preparing the statement.

Signature with name, designation and
 date of the controlling officer.

NAME OF THE ORGANISATION

Ref : No.

Dated

Sub : LETTER OF INTENT

Your offer No----- dated----- corresponding to our tender enquiry No-----
dated-----

Dear Sirs,

With reference to your offer No----- dated----- we would like to inform you that the (name of the organisation) has been pleased to accept your offer for supply of under the following terms and conditions :

- 1. Name of the Material :
- 2. Specification :
- 3. Price per unit :US(; per unit C&F (C) Chittagong/
Chaina/Benapole/Mogulhat/Biral
Burimari etc. liner terms
including local agent's
commission US\$ per unit. This
price shall remain firm till proper
execution of the purchase
order/contract and no increase in
price on any ground whatsoever
shall be entertained.
- 4. G.uanity :
- 5. Country of Origin :
- 6. Shipment Period :
- 7. PoPt of Shipment :
- 8. Name of Principal :
- 9. Source of Fund :
- 10. That the goods shall be securely
and properly packed in :
- 11. Inspection : Comprehensive inspection of the
stores regarding quality as per
specification,

quantity and supervision of loading in the ship shall be carried out prior to shipment by our appointed pre-shipment inspection agent, (M/s-----

Dhaka) or their accredited agent at buyers account.

12. As per terms of tender enquiry you shall furnish an unconditional performance guarantee as security deposit for an amount covering five/ten percent of the C&F value favouring towards satisfactory execution of the contract. The performance guarantee shall be furnished as per proforma enclosed within 10 (ten) days.

13. In the event of your failure to submit the performance guarantee by..... your earnest money of -----shall be forfeited and any other action as considered appropriate shall be taken against you.

14. Formal purchase order/contract with detailed terms and conditions will be issued on receipt of performance guarantee as mentioned above.

Please acknow, 3dge receipt.

c.c. to :
All concerned.
Office Copy
Muster file.

Yours faithfully,
Signature
(Name)
(Designation)

MODEL OF FOREIGN PURCHASE ORDER

CABLE ADDRESS :

Telex No.....

Telephone :.....

(NAME OF THE ORGANISATION)

BANGLADESH STEEL & ENGINEERING COPORATION/ENTERPRISE/PROJECT

Ref: No.

Dated:

M/s.....

.....

.....

Through M/s. (Name and address of local agents

Sub: Supply ofunit of (name of meterial) for (name of enterprise/project) under (source of fund)

Ref: Offer No.....dated.....from your local agent
M/s.....enclosing therewith your offer No.
dated..... and our letter of intent No.....dated.....

Dear Sirs,

With reference to the above, we (hereinafter referred to as the buyers) are pleased to place this order with you (hereinafter referred to as the supplier) for supply of..... units of (name of the material) for (name of enterprise/project) under the following terms and conditions :

- 1. Name of the material :
- 2. Specification :
- 3. Quantity :
- 4. Unit price :
- a) FOB
- b) Freight (Liner)
- c) Local Agent's Commission
- d) Total firm price per unit C&F (C) Chittagong/Chaina/
Benapole/Mogulhat/Biral/_____
Burimari/linerterms basis :

5. Total value :.....

-- -

C&F Chittagong/Chaina/Benapole/
Mogulhat/Burimari.
Local Agent's Commission.
C&F (C) Chittagong full liner terms basis.

6. Country of Origin
7. Port of Shipment
8. Shipment period
9. Source of fund
10. Port of destination
11. Consignee
12. Packing and Marking

The goods shall be properly and securely packed to withstand rough handling during loading, unloading and transportation by sea/rail/road and be marked as follows :

BSEC
Purchase Order No.
(Name of the Enterprise/Project)
Via
Chittagong/Chaina/Benapole/..... Bangladesh

Note : Special instructions regarding packing and marking, if any, should be spelt out.

13. ASCERTAINING OF QUANTITY

a) Quantity shall be ascertained at the port of loading by scale weighment/draft survey, cost of which will be on the seller's account. This will be done in presence of buyer's inspection agent and a weighment certificate duly authenticated by the buyer's inspection agent will be a part of shipping documents.

b) Quantity shall be established at the port of discharge on the scale weighment to be carried out in the scale of local port authority under the supervision of an independent surveyor to be appointed by the buyer at the cost of the buyer.

c) FOR BULK PURCHASE (i.e. PIG IRON & SCRAP)

If the difference between the invoice/bill of lading quantity and that ascertained by scale weighment/draft survey at port of unloading is within plus/minus 1% (one

percent) of the invoice/bill of lading quantity the invoice/bill of lading quantity shall be final and binding upon both parties.

d) In case the difference exceeds 1% (one percent) of the invoice/bill of lading quantity, the value for such quantity shall be adjusted as per contracted rate within 90 days of issuance of notice by the buyer.

A claim for short landing quantity of the goods may be presented within thirty days from the date of completing discharging of the goods at the port of destination.

14. CHECK OF QUALITY :

The buyer shall have the right to check the quality of goods including drawing of samples of the goods delivered. Such checking of goods shall be carried out at the port of destination or at premises to be determined by the buyer's account (during discharge from the holds of the vessel or within free time allowed at the port of destination) by the person/agency nominated by the buyer in the presence of the representatives of the seller and buyer. If the seller or its representatives fail to be present at the time of checking of the goods or drawing of samples after the buyer has notified, the seller shall accept as final the result of the checking of the goods and drawing of samples in the absence of seller or its representative.

15. If any discrepancy in the quality and quantity arises, the supplier will remain liable to replace the defective cargo and make-up the shortage free of cost without involving any extra foreign exchange within the next 12(twelve) months from the date of receipt of the stores by the consignee.

16. TRANSPORTATION :

a) The goods shall be shipped by sea-going vessel on liner terms from the port of loading and discharged at Chittagong/Mongla including lighterage, if any, at seller's account.

b) The suppliers shall give or cause to be given telegraphic notice/telex of carriers arrival, at Chittagong/Mongla to the buyer's office at least 7(seven) days before arrival to the following cables address :

The telegraphic notice/telex shall bear the contract number, particulars of goods shipped in the carrier and name of shipping agent in Bangladesh. A

complete set of shipping documents relating to the shipment effected should be sent to the following address :

17. INSPECTION:

Comprehensive inspection of the stores regarding quality as per specifications, quantity and supervision of the ship will be carried out prior to shipment by M/s. (name of the inspection agent) or their accredited agent who will issue an inspection certificate in token of their having carried out the inspection. Suppliers/manufacturers name and full address with the name and address of the supplier, if any should be intimated to the inspection agent to enable them to carry out inspection. The supplier will be liable to pay any expenses for rejected stores and also for such inspection which will become payable to the inspector due to multiple intervention/visits and/or fruitless visits at the call of and to suit the convenience of the supplier. The inspector should be provided with all facilities to carry out their job smoothly and without interference. The provision laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of discharge.

18. PREPARATION OF INVOICE AND SHIPPING DOCUMENTS :

Please note that all the invoice, bill of lading and other shipping documents must bear full reference to this contract number and date and also letter of credit number duly signed in ink.

19. ADVANCE DOCUMENTS :

Advance copies of the shipping documents mentioned at (a) below should be air mailed to the addresses mentioned (b) below within 10 (ten) days of actual departure of the vessel carrying the stores under this contract to ensure their receipt by the buyer before arrival of the vessel. The invoice should contain full information such as description of goods, weight measurement as well as volume measurement, value, gross weight, net weight. Import licence number and date, letter of credit number and date etc. and the bill of lading should indicate as 'freight pre-paid'.

a) Shipping documents :

- i) Non-negotiable bill of lading/airway bill/marked 'freight pre-paid'.
- ii) Invoice duly signed in ink indicating unit and total price of individual item.

- iii) Inspection certificate' as per clause-17 of the contract.
 - iv) Certificate of Origin.
 - v) Mill Test Certificate.
 - vi) Freight Memo, showing "Freight pre-paid".
 - vii) Packing list signed in ink showing measurement, quantity, wieght of each package/size.
 - viii) Guarantee certificate as per clause -21 of the contract.
 - ix) Undertaking as per clause-23 of the contract.
 - x) Copy of intimation given to Sadharan Bima Corporation for covering insurance.
 - xi) Copy of Cable/Telex advice of shipment.
- b) Address :
- i) Consignee as per clause -11.
 - ii) The Chief Finance Officer, Bangladesh Steel & Engineering Corporation, 102, Kazi Narzul islam Avenue, Dhaka-1215.
 - iii) M/s. (Name of Inspection Agent)

20. INSURANCE :

- a) The goods will be insured by the buyers. For this purpose the sellers shall send following details of the vessel upon taking berth at the load port (a) name of vessel, (b) owners, (c) year of construction (d) capacity, (e) port of loading, (f) estimated date of sailing by telex/cable to the buyers (Telex No...../Cable address.....) and the Sadharan Bima Corporation (Telex No. 65608 SBC BJ/ Cable Address : BIMA, Dhaka). The sellers shall again within five days of completion of loading the contracted goods, advise by telex/cable both the above parties and the L/C opening bank viz..... (Telex No./Cable address) the following details, (a) purchase order/contract number and date, (b) name of vessel, (c) description of goods, (d) quantity loaded, (e) total number of packages/cases, (f) sailing date of vessel, (g) port of loading and port of discharge, (h) bill of lading number and date, (i) invoice value of the shipped goods. This will be followed by air mail advice alongwith a copy of each of

the related invoice and bill of lading. Number of policy to be supplied by the buyers, shall be quoted in all the shipping documents.

b) In case of failure to do so the supplier shall be responsible to compensate the buyer for any damage or loss caused to the consignment in transit by way of payment of C&F value of the goods so lost/damaged or by way of replacement of the lost/damaged goods free of charge.

21. WARRANTY (FOR MACHINERY) :

The suppliers shall have to submit warranty of performance of the machine from manufacturer for trouble free operation for a period of one year from the date of commissioning. They shall also have to confirm guarantee test run for a minimum period of 72(seventy two) hours on commissioning of the machine. If any defect is found on commissioning of the machine the said defect shall have to be rectified by the supplier/manufacturer by replacing or repairing necessary parts at their cost. This warranty will accompany the shipping documents on production of which the suppliers will draw payment against L/C.

22. TERMS OF PAYMENT :

- a) This purchase will be financed under (source of financing).
- b) The buyers will establish a confirmed irrevocable letter of credit in favour of (name of beneficiary) for the full C&F Chitagong/Mongia liner terms value of the stores amounting toonly. The documents may be negotiable within 30 (thirty) days from the date of shipment.
- c) The letter of credit shall be negotiable on presentation of the following documents each in 6 (six) copies :
 - i) Complete set of original 'Clean on Board'bil of lading marked 'Freight Pre-paid'.
 - ii) Supplier's invoice duly signed in ink.
 - iii) Inspection certificate as per clause-17 of the contract.
 - iv) Mill Test Certificate.

- v) Freight Memo showing freight as pre paid.
- vi) Supplier's guarantee certificate as per clause-27 of the contract.
- vii) Undertaking as per clause-23 of the contract.
- viii) Assigned copy of the letter addressed to the consignee for arranging a suitable cover as per clause-20 of the contract.
- ix) A certificate that the consignments have been shipped within delivery period in a non Israeli/South African/Taiwanese flag vessel.
- x) Certificate of Origin.
- d) Bank charges in Bangladesh for opening of letter of credit shall be borne by the buyer. Any bank charges for revalidation or amendment of the letter of credit on the request of the supplier shall be exclusively borne by the supplier and not by the buyer. If however, the relevant letter of credit is not opened in accordance with the terms of contract/purchase order and any amendment/extension is required to be done the relevant expenditure will be borne by the buyer
- e) Bank charges for withdrawal against letter of credit established by the buyer will be borne by the supplier.
- f) Local agent's commission at the rate of per unit will be paid equivalent to convertible Bangladesh Currency on submission of bills in triplicate supported by copies of non-negotiable shipping documents and clean M.R.R. to be issued by the buyer at the exchange rate at which the bill of exchange is negotiated

23. UNDERTAKING :

The manufacturers/suppliers shall issue a certificate to the effect that they have shipped the goods strictly conforming to the quality and quantity stipulated in the purchase order and that they will replace the defective material and replenish the short supplied quantity free of charge on demand by the buyer. Such certificate shall form an integral part of the original shipping documents required to be submitted to the bank for drawing of payment against letter of credit by the supplier

24. CATALOGUE/BROCHURE/ILLUSTRATIVE LITERATURE :
For-the purpose of customs clearance necessary catalogue/brochure/literature shall be provided by the suppliers immediately after shipment of the goods.

25. LATE DELIVERY AND LIQUIDATED DAMAGES :
The goods shall be delivered within the time limit specified in the purchase order. If the supplier(s) fails to effect delivery within the stipulated period, the buyers maybe entitled at their option to recover from the supplier(s) as agreed liquidity damage and not by way of penalty a sum equivalent to half percent of the price of any stores which the supplier(s) has failed to deliver as aforesaid, for each week or part thereof during which the delivery of such stores may be in arrear.

26. PERFORMANCE GUARANTEE :
Guarantee No. dated..... for amountingonly covering percent of the C&F value of the contract is valid upto.....

The buyer shall have the right to forfeit the performance guarantee for failure of the supplier in fulfilling the terms and conditions of this contract partially or wholly, besides taking any other action against the supplier that may be warranted.

27. DEFAULT AND CONSEQUENCES :

If the suppliers fail to effect delivery within the time specified or any extension thereof, the buyer (without prejudice to other rights of the buyer resulting from breach of the order/contract terms) may serve written notice to the suppliers asking them not to proceed with supply of the goods in which case the performance guarantee of the suppliers shall be forfeited. If the guarantee amount does not cover the actual loss sustained by the buyer due to the supplier's failure to execute the order/contract, the suppliers will be liable to pay to the buyer the difference between the actual loss and the guarantee amount.

28. LANGUAGE :

All documents/papers/catalogue/brochure/illustrative literature must be prepared in English language,

29. TAXES AND DUTIES :

The suppliers shall be responsible for payment of all taxes, customs duties, licence fees and other such levies imposed outside the buyer's country.

30. APPLICABLE LAW :

The purchase order shall be interpreted in accordance with the law of the buyer's country.

31. PATENT RIGHT.:

The suppliers shall indemnify the buyer against all third party claim of infringement of patent and trade mark arising out of the use of the goods in the buyer's country.

32. TERMS OF DELIVERY/SHIPPING INSTRUCTIONS :

a) The material shall be shipped on C&F, Chittagong liner terms basis. Lighterage, if any, will be on the suppliers account.

b) For shipment preference be given to Bangladesh flag vessel and in case of non-availability of the same within one week a waiver certificate must be obtained from the Director General of Shipping Dhaka, by the supplier's appointed carriers or carrier agent and the same must be produced to the concerned authority on demand at the port of destination in Bangladesh. In this respect the suppliers must submit a declaration stating that the waiver certificate is being obtained by the carrier or carrier agent and will be produced in Bangladesh to the concerned authority on demand. This declaration must be included in the shipping document.

c) Shipment on flag vessel of South Africa, Israil and Taiwan is strictly prohibited. The material should be shipped as far as possible in a Charter Vessel not over 15 (fifteen) years of age or in a Liner Vessel not over 25(twenty five) years of age. If the supplier fails to do as above, any loss or damage incurred by buyer shall be at seller's account,

33. SPECIAL CLAUSE

a) If consignments are shipped in israil, South African and Taiwanese flag vessel the supplier will be held fully liable and responsible to replace the materials at their own, and costs.

- b) The goods shall be shipped by sea-going vessels on liner terms from the port of loading and discharge at Chi.ttagong/Mongla port.
- c) Transshipment is not allowed.
- d) Charter party bill of lading and "freight pre-paid as per charter party bill of lading" are acceptable if it fulfils the terms and conditions of liner vessel as per contract.
- e) All dues, taxes and customs duty etc. in connection with the execution of this contract levied in seller's country shall be borne by the seller and those levied in the buyer's country shall be borne by the buyer.
- f) The supplier shall have to indemnify the buyer against all claim which may be made in respect of the stores for infringement of any right protected by patent registration or design etc. and shall take all risk of accident or damage which may cause failure of the supply from whatever cause arising and take entire responsibility for fulfillment of the contract.
- g) Shipment shall be made by vessels that traditionally and normally call at Bangladesh ports. The particulars of vessel in respect of flag registration, owners name and address, capacity, ports/ports of call, agent in Bangladesh, date of departure and expected date of arrival at Chittagong/Mongla, shall be communicated by the seller to the buyer through cable within 7(seven) days from the date of completion of loading.

34. FORCE MAJEURE :

Should any circumstance arise preventing either of the contracting parties from wholly or partially carrying out its obligations .under the present contract, namely natural calamities, strikes, riots, fire, acts of God, war, military operation of any nature, blockades and any unforeseen event which is beyond human control, the period stipulated for the performance of this contract shall be extended for as long as the circumstances prevail in the country of the supplier/the buyer or at the origin of supply(ies).

Provided that in the event of these circumstances continuing for more than 30 thirty) days either party shall have the right to refuse to fulfill its obligations under this contract and in such a case neither party shall be entitled to indemnification of any loss it may sustain. Any party unable to carry out its

obligations under this contract shall immediately advise the other party of the commencement and the termination of circumstances preventing performance of this control. A certificate issued by the Chamber of Commerce and/or Industry of the supplier's and the buyer's country shall be sufficient proof of the existence and duration of such circumstances.

35. ARBITRATION :

35.1 The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract.

35.2: If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2(two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in, the case of the said arbitrators not agreeing, then, to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference, and the decision of the sole arbitrator or of the arbitrators in the event of their not agreeing with the umpire appointed by them as the case may be, shall be final and binding on the parties. Provisions of Arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

36. SPECIAL CONDITIONS :

Kindly acknowledge receipt and confirm your acceptance by way of returning the enclosed additional copy of the purchase order duly signed and sealed by you immediately. On receipt of the additional copy of the purchase order letter of credit shall be opened.

Yours faithfully,

For and on behalf of

Bangladesh Steel & Engineering Corporation

Received and Accepted :

For and on behalf of
M/s..... .
c.c to :
All concerned.
Office copy

Signature.....
Name
Designation.....

FOREIGN EXCHANGE REQUISITION FORM

Ref. No.....

Dated:.....

The Chief Finance Officer
BSEC Head Office
Dhaka

Sub : Allocation of fund in foreign exchange

Dear Sir,

As detailed below, please provide us with required amount foreign exchange allocation by....., 198..... so as to enable us to initiate procurement action at the earliest.

SL No.	Materials	Nature of Materials (whether Raw Material or Chemical or Spare Parts etc.)	Quantity	Estimated value
1	2	3	4	5

Thanking you,

Yours faithfully.
Head of the Enterprise/Project

.c.c to :

1. The head of user's department with reference to its SPR No..... Dated:...
2. Relevant tile.
3. Office copy,
4. Muster file.

L/C PARTICULARS TRANSMISSION FORM

TELEX :
CABLE :.....

PHONE :.....

(Name of the Corporation/Enterprise/Project to be written here)

PURCHASE DEPARTMENT/DMSION

Ref. No.....
M/s.....

Dated:.....

Sub: L/C details against purchase order/contract
Nodated.....

Dear Sirs,

We are pleased to inform that we have established letter of credit against the subject order/contract and its details are as under :

1. Letter of credit No.....dated.....
2. Value
3. Validity.....
4. Bill of exchange to be negotiated within.....
5. Import License authorisation No.....
6. Beneficiary
7. Letter of credit advised through.....(Name of Bank).....
8. Name of the negotiable bank.....
9. Mode of shipment (by air/by sea)
10. Part shipment prohibited/allowed.
11. Transhipment..... prohibited/allowed.

12. Insurance to be covered by.....
.....Bangladesh through
Sadharan Bima Corporation under cover No.....

3. Insurance declaration to be made by the seller as per terms of the order/contract.

We believe, the above particulars will be found in order and you will effect shipment of the goods within the L/C validity.

Thanking you,

Yours faithfully,

(Signature)

.....
(Name)

.....
(Designation)

.....

c. c to :

1. All concerned
2. Office copy.
3. Muster file.

for Head of the Purchase
Department/Division

TENDER DOCUMENTS (LOCAL PURCHASE)

Telex No.
Cable :

To be sold at Tk.....
Phone No.

(Name of the Corporation/Enterprise/
Project to be written here)

PURCHASE DIVISION/DEPARTMENT

TENDER ENQUIRY NO.

DATE :

Sub : Tender enquiry for procurement of.....

(Name of the purchaser to be written here)

.....
invites sealed offer for supply of goods as detailed in the attached schedule under
the following terms and conditions :

1. DATE AND TIME OF CLOSING OF TENDER :

Tender will be received upto _____ a.m. on 198.....

2. PLACE OF SUBMISSION OF TENDER :

Tenders will be submitted in the office of the

(Head of the purchase division/department).....

Tenders may either be sent by post or be dropped in the Tender Box kept for this
purpose in the above office.

3. DATE AND TIME OF OPENING OF TENDER :

Tender will be opened immediately after closing at... a.m. on..... 198..... in
presence of the tenderer or their authorised representatives, if any.

4. SEALING AND MARKING OF TENDER :

4.1) The tender shall be submitted in duplicate in double envelopes and both the inner
and the outer envelopes shall be sealed and addressed to the(Head of the purchase
division/department)

4.2: The outer envelope shall bear the tender enquiry no. and due date and time of tender opening while the inner envelope shall indicate the name and full mailing address of the tenderer so as to enable the buyer to return the late/delayed tender unopened.

4.3: If the outer envelope is not properly sealed and inscribed as instructed above, the buyer shall assume no responsibility for misplacement or premature opening of the tender.

5. EARNEST MONEY :

5.1: The tenderer shall submit an earnest money equivalent to 1% (one percent) of the total quoted value subject to a maximum of Tk. 5(five)lac and minimum of Tk. 1(one) thousand in the form of pay order/demand draft/unconditional bank guarantee from any scheduled bank in Bangladesh favouring the buyer. The bank guarantee shall remain valid for 120 (one hundred twenty) calendar days from the date of opening of tender.

5.2: If the successful tenderer fails to furnish performance guarantee within ----days after receipt of letter of intent, the letter of intent so issued shall be deemed withdrawn and the earnest money forfeited.

5.3: Tender submitted without earnest money shall be considered as non-responsive and be rejected outright.

6. TERMS OF DELIVERY :

The goods shall be supplied on 'free delivery to buyer's site'/'Ex-seller's site'/FOB or 'FOR', basis.

7. LATE TENDER :

Any offer received after the dead line for submission of tender shall be treated/declared as 'Late Tender/Delayed Tender' and be rejected and returned unopened to the tenderer concerned.

8. VALIDITY OF OFFER :

The offer shall be kept firm and valid until..... 198..... for consideration by the buyer.

9. DELIVERY SCHEDULE :

The goods shall be delivered in one/two/.....lots within..... days after receipt of purchase order/contract.

10. PERP URMANCE SECURITY/GUARANTEE :

10.1: Withindays upon receipt of letter of acceptance successful tenderer shall be required to submit performance security/guarantee to the tune of.....percent of the total order/contract price in the form of pay order/demand draft/unconditional bank guarantee (Proforma enclosed) from any scheduled bank in Bangladesh in favour of the buyer. The bank Guarantee shall remain valid for.....days beyond the date of delivery.

10.2: Failure of the successful tenderer to comply with the requirement of furnishing performance security/guarantee shall cause annulment of the award and forfeiture of earnest money.

10.3: In the event of their failure to fulfill/perform the order/contract in terms thereof, performance security/guarantee of the supplier shall be forfeited.

11. CLARIFICATION OF TENDER :

To assist in examination, evaluation and comparison of offers, the buyer may at its discretion, ask the tenderer for any clarification of the tender. The request for such clarification and the response thereto shall be made in writing and no change in the price or substance of the tender shall be sought, offered or permitted.

12. BUYER'S RIGHT TO INCREASE OR DECREASE QUANTITY :

The buyer reserves the right to increase or decrease the quantity of goods without any change in price and other terms and conditions at the time of awarding order/contract and it shall be binding on the successful tenderer to accept order/contract for the increased or decreased quantity at the originally quoted price(s).

13. BUYER'S RIGHT TO ACCEPT OR TO REJECT TENDER :

The buyer reserves the right to accept or to reject any or all tenders and to annul the bidding process prior to award of order/contract without assigning any reason therefore.

14. COUNTRY OR ORIGIN :

Country of origin of the offered goods must be indicated in the tender.

15. PACKING :

15.1: The supplier shall provide such packing for the goods as is required to prevent the goods from damage or deterioration during transit to final destination. The packing shall be strong enough and suitable to withstand, without limitation, rough handling and exposure to sun and rain during transit.

15.2: Each case/package must have the following information clearly and prominently written on the outside :

- i) The name of the buyer.
- ii) Brief description of goods.
- iii) Gross weight and net weight.
- iv) Name and address of the seller.

16. INSPECTION :

The buyer reserves the right to have the goods inspected in respect of quality, quantity, packing and marking after delivery or before delivery either by its own representatives or by an outside agency before final acceptance.

17. INSURANCE :

17.1: In case of supply of "free delivery to buyer's site" basis, the supplier shall arrange insurance of the goods themselves at their cost.

17.2: In case of Ex. seller's site or FOB/FOR delivery, the particulars of S.R./R.R./A.WB. or such other receipts/challan No. and date and value of the consignment will have to be sent by the supplier to the buyer by registered post soon after the dispatch of the stores and to cable the later to cover insurance of the consignment while in transit. Any lapse in this regard and consequence thereof shall be on supplier's account.

18. GUARANTEE CERTIFICATE :

In case of FOB/FOR delivery, the supplier shall give a certificate in duplicate to the buyer to the effect that the goods dispatched/supplied by them are of correct quality and exact quantity for which they are claiming payment and that they will replace the defective/rejected goods and/or replenish the short-supplied quantity at their costs within 15 (fifteen) days.

19. SUB STANDARD DELIVERY :

19.1 In the event of supply of any sub-standard item not in conformity with the required specifications/quality/samples, the buyer reserves the right for

outright rejection of the goods which the supplier shall take back at their own cost which they will replace with acceptable quality within 10 (ten) days of the receipt of rejection notice.

20. LATE DELIVERY AND LIQUIDITY DAMAGE :

In case the supplier/contractor fails to deliver the goods within the stipulated delivery period, the buyer shall be entitled at their option either ;

20.1 To recover from the supplier/contractor as agreed liquidity damages (not by any penalty) at the rate of 2% (two percent) on the value of any stores which they may have failed to deliver as aforesaid for each month or part thereof during which the delivery of such stores may have been in arrear. A higher rate off liquidity damage may be recovered. In case the late delivery cause production loss or prejudices buyer's own contractual obligations to third parties;

20.2 To purchase from elsewhere with notice to the supplier/contractor at their risk and cost, the stores not delivered or others of a similar description (where goods exactly conforming to the originally specified ones are, in buyer's opinion, not readily procurable) without cancelling the purchase order/contract in respect of consignment not yet due for delivery and excess cost, if incurred any for such purchases, shall be recoverable from them.

21. PAYMENT :

21.1 Part payment against part supply may be allowed in specific cases.

21.2 The supplier will be entitled to draw cent percent payment against their bills supported with all necessary documents/papers such as inspection certificate, S.R./R. R/A. W. B., M. R. R. etc.

22. ASSESSMENT OF TENDER :

The assessment of offer shall be made on the basis of tender terms, price, technical specifications, packing, delivery schedule and any point advantageous to the buyer.

23. AWARD OF ORDER/CONTRACT :

23.1 The purchaser will award the order/contract to that successful tenderer whose offer has been considered to be substantially responsive and has been determined as the lowest evaluated offer.

23.2 The purchaser reserves to itself the right of awarding order/contract for individual items on the basis of lowest acceptance price, which if and when refused by the tendering firm, may lead to forfeiture of their earnest money and also disciplinary action against them.

24. TAXES AND LEVIES

The quoted price shall be inclusive of all taxes, dues payable to the Govt. or any other agency on account of the goods.

25. PATENT RIGHT :

The supplier/contractor shall indemnify the buyer against all third party claims of infringement of patent, trade mark or industrial design right arising out of the use of the goods by the buyer.

26. SPECIAL CONDITIONS :

26.1 No conditional offer will be accepted.

26.2 No claim on the ground of typographical error(s) in arithmetical calculation shall be entertained after opening of tender and in such case the tenderer shall be bound to supply the goods at the price originally quoted by them.

26.3 Any addition or alternation to the specifications, price or any other terms and conditions of the offer by the tenderer after its opening shall not only be ignored but shall cause rejection of the offer.

26.4 Money receipt evidencing purchase of tender documents must be submitted alongwith the offer.

26.5 Attached schedule of tender enquiry must be completed and returned duly signed and sealed by the tenderer and this will form an integral part of the offer.

26.6 Submission of tender shall mean acceptance of all terms and conditions laid down in the tender documents unless expressly stated to the contrary by the tenderer.

27. CAUSES OF REJECTION OF TENDER :

27.1 If the tender schedule is not enclosed with the offer duly completed, signed and sealed.

27.2 If earnest money on proper form and in proper amount is not submitted alongwith the offer.

27.3 If the amount and validity of earnest money by bank guarantee do not conform to be requirement of the tender enquiry.

27.4 If the tenderer makes any addition or alteration to the specifications or price or any other terms and conditions of its offer after opening of the tender.

Yours faithfully,
(Signature)

Name
(Designation)

c.c. to :

1. All concerned.
2. Office copy
3. Muster file.

TENDER ENQUIRY SCHEDULE (LOCAL PURCHASE)

Item No.	Name of the materials with complete Specifications	Unit	Quantity	Price	
				In figure	In words
1.	2.	3.	4.	5.	

Tenderer's quotation No...
Dated :..... ' ..

Signature with name, address and
official seal of the tenderer

Telephone :.....

ANNEXURE XI

COMPARATIVE STATEMENT OF OFFERS FOR LOCAL PURCHASE
 RELATING TO TENDER ENQUIRY NO. DATED
 OPENED NO..... A/C.....

Sl. No.	Name of the tender	Description of goods	Quantity	Unit Price (Rate)	Earnest Money	Offer validity	Delivery period	Packing particulars	Country of origin of the goods	Last Purchase Price per unit and date of purchase	Remarks

Signature with name, designation and date of the official preparing the statement

Signature with name, designation and date of the controlling officer

MODEL OF LOCAL PURCHASE ORDER

Cable.....Phone.....
 Ref. No.....Dated.....

sub : Purchase order for supply of

 against our tender enquiry No.....
Dated.....

Ref : Your Quotation No.....
Dated.....

Dear Sirs,

With reference to the above we are pleased to place an order on you as under :

1. COMMODITY AND PRICE :

Sl. No.	Description and Specification of Stores	Unit	Quantity	Rate	Total Price
---------	---	------	----------	------	-------------

(Taka only)

2. TERMS OF DELIVERY
3. DEUVERY PERIOD
4. CONSIGNEE AND DESTINATION
5. PACKING

The stores shall be securely and properly packed for safe transportation by Road/River/Rail/Air.

6 INSPECTION

6.1 Inspection of the goods in respect of quality, quantity, packing, marking, supervision of loading etc. will be carried out before delivery/after delivery by our authorised representatives who will issue an inspection/quality certificate in your favour.

6.2 It will be your responsibility to advise us in writing when the goods are ready for inspection.

7. DISPATCH INSTRUCTION

Please arrange dispatch/delivery of the goods by Goods Train/Passenger Train/Steamer/Aeroplane/Truck/Lorry/Barge/Coaster on "freight prepaid" basis. The S. R. /R. R/Airway Bills or such other receipts/challans together with a copy of your invoice should be forwarded to the consignee direct under registered cover immediately after dispatch of stores, otherwise loss or demurrage, if any, sustained due to delayed receipt of the aforesaid documents, will be entirely on your account. S.R./R.R/Airway Bill shall invariably be in the name of the consignee and not self.

8. INSURANCE

8.1 In case of supply on "free delivery to buyer's site" basis, you will have to arrange insurance of the stores yourself.

8.2 In case of Ex-seller's site or FOB/FOR delivery, the particulars of S. R. /R.R./ Airway Bill or such other receipts/chalan No. and Date and value of the consignment will have to be sent by you to the consignee by Registered Post soon after the stores are dispatched to enable to cover insurance of the consignment while in transit. Any lapse in this regard and the consequence thereof shall be on your account.

9. GUARANTEE CERTIFICATE

In the case of FOB/FOR delivery, you will please give us a certificate in duplicate to the effect that the stores dispatched/supplied by you are of correct quality and exact quantity for which you are claiming payment.

10. PAYMENT

10.1 Part payment against part supply is allowed/not allowed.

10.2 You will be entitled to draw cent percent payment from our accounts deptt. on submission of your bills in triplicate through purchase division/department supported with the following documents :

- i) Inspection certificate/quality certificate.
- ii) Signed copy of letter intimating particulars of S.R/R.R./Airway Bill or such other receipts, challan No, and date and the value of consignment to the consignee as per clause 8 (ii).
- iii) Guarantee certificate as per clause 9 in case of FOB/FOR delivery.
- iv) Freight memo from Steamer/Railway/Airways Authority.
- v) M. R. R. from the Store-in-charge of the consignee.

11. LATE DELIVERY AND LIQUIDATED DAMAGES

In case you fail to deliver the goods within the stipulated delivery period, we shall be entitled at our option either :

11.1 To recover from you as agreed liquidated damages (not by way of penalty) at the rate of 2% on the value of any stores which you may have failed to delivery as aforesaid for each month or part thereof during which the delivery of such stores may have been in arrear. A higher rate of liquidated damages may be recovered, in case the late delivery causes production loss or prejudices our own contractual obligations to third parties.

11.2 To purchase from elsewhere with notice to you at your risk and cost, the stores not delivered or others of a similar description (where goods exactly conforming to -the originally specified ones are, in your opinion not readily procurable) without cancelling the purchase order in respect of consignment not yet due for delivery and the excess cost, if any, incurred for such purchase, shall be recoverable from you.

12. SUB-STANDARD DELIVERY

In the event of supply of any sub-standard items or not according to required specification, quantity/samples, we reserve the right for outright rejection of the goods which you shall replace with acceptable quality within 10(ten) days of receipt of the rejection notice.

13. OTHER CONDITIONS

.....
.....

Please return to us the enclosed additional copy of this purchase order/contract duly signed and sealed by you as a token of your acceptance.

Thanking you,

Yours faithfully,
(Signature)
(Name)
(Designation)

c.c to :

1. All concerned.
2. Office copy.
3. Muster file.

ANNEXURE XIII

TENDER ENQUIRY FORM FOR PURCHASE BY SPOT QUOTATION

Ref. No.....

Dated.....

To

M/s. _____

Sub : Spot Quotation

Dear Sir,

We are interested to buy the following materials from ready stock on spot quotation basis:

Item No.	Description and Specification of stores	Quantity	To be filled in by the bidder		Total Value
			Unit price		
			In figure	In words	
1.	2.	3.	4.	5.	

Grand Total

In case the above material(s) conforming to our given specifications, is/are available in your ready stock for immediate delivery, you are requested to send us your sealed quotation through our representatives who have delivered the enquiry to you under the following terms and conditions :

- (i) That the goods shall be delivered by you on ex—your show room or godown' basis/free delivery to our mills site' basis.
- (ii) That you will arrange proper packing of the materials and its loading into and/or unloading from transport at your cost.
- (iii) That the payment will be made to you by an A/C. payee crossed cheque promptly after delivery, provided the goods conform to our required specifications.

Yours faithfully,
()

We hereby confirm that in the event of acceptance of our rates by the buyer, we will abide by the above terms and conditions.

Signature with date of the Proprietor or his

authorised representative _____

Full name and address of the firm _____

Telephone No. _____

COMPARATIVE STATEMENT OF SPOT QUOTATIONS

Ref. Tender Enquiry No..... dated:..... Opened on.....

Sl. No.	Name of the items	Quantity	Rate quoted by						Remarks
			M/s.....	M/s.....	M/s.....	M/s.....	M/s.....	M/s.....	

Certified that we visited the business premises of the above noted suppliers/Traders and physically verified the availability of the stores in their ready stock in conformity with our requirement.

Signature with name, designation and date of the
Officials collecting the spot quotations.

QUALFY CERTIFICATE

No.....

Dated.....

To

Part—I (To be completed by Stores Deptt.)

Please check the quality of materials received on..... Dated..... against purchase order/contract No..... address..... Packing List/Invoice and certify whether or not these are as per order/contract.

Encl: As above.

Head of Stores Deptt.

Part—II (To be completed by User’s Deptt./Quality Control Deptt.)

Checked the quality of the materials thoroughly and found it to be as per specifications/not as per specifications. The reasons for rejection have been clearly and elaborately stated in a separate sheet attached hereto.

Signature with name and designation
of the certifying official

Signature with the name and
designation of the head
of the User’s Deptt./
Quality Control Deptt.

Date.....

Date.....

ANNEXURE XVI

MATERIAL RECEIVING REPORT

Purchase order/contract No..... dated.....
 Supplier's/contractor's Name.....
 Address.....
 Supplier's Invoice/Challan/Packing List No.....
 Dated:.....

Mode of delivery..... Transport Receipt No.....
 Date:.....

Where delivered

Description of goods	Part No.	Code No.	Location	Unit	Qty	Cost Rate	Office use Amount
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REMARKS:

Received and checked by Dated.....
 Quality certificate No..... Dated.....

Bin Card posted by Head of Store Priced by Ledger posted
 dated by
 Ref. JV/CV Dated
 No.
 Dated

ANNEXURE XVII

APPLICATION FOR ENLISTMENT AS SUPPLIER/CONTRACTOR

1. Full name of the supplier/contractor :
(in block letters)
2. Mailing address of the head office :
3. Address of the branch offices (if any) :
4. Telegraphic address :
5. Telephone ----- Telex ----- :
6. For what category of stores do you require enlistment (i) Machinery, equipment and Spares(ii) Electrical goods (iii) Workshop Tools and Hardware (iv) Raw materials and Chemicals (v) Refractories (vi) Laboratory Chemicals and Appliances (vii) Medicine and Hospital Requisites (viii) Automobiles and Spares (ix) Construction Materials (x) Fuel and Lubricants (xi) Maintenance Materials (xii) Rubber and Belting Materials (Xiii) Insulating and Packing Materials (xiv) Pipes, Tubes and Fitting (xv)Paint and Varnishes (xvi)Furniture and Fixtures (xvii> Uniform and Liveries (xviii) Printing and Stationery (xix) Wood Logs and Wooden Boxes
7. Do you seek enlistment as manufacturer and if so, please furnish the following information:
 - a) Nature and details of articles manufactured :
 - b) Site of the Factory :
 - c) Manufacturing capacity of the Factory :
 - d) No. of operators/employees :

- a) Details of Plant and Machinery installed :
- f) Type of construction of the Factory :
- 8. Do you seek enlistment as stockist? :
If so, please furnish the following information
- a) Location of your Show—room/Godown :
- b) Details of stock of stores and its value :
- 9. Do you have Municipal Trade Licence? :
If so, please furnish photostat copy of the valid Licence
- 10. Are you an Income Tax Assessee? If so :
please furnish photostat copy of income tax clearance certificate (upto date)
- 11. Do you maintain an independent banking :
account in Bangladesh? If so, please attach (a) financial solvency certificate in original from your Banker and (b) also state the name of the person(s) authorised to operate the bank account.
- 12. Do you have any objection to your factory :
or office or Shop/Godown being inspected by an authorised officer of this enterprise/project?
- 13. Are you enlisted with any other :
Government or Semi—Government organisations in Bangladesh ? If so, please furnish photostat copies of enlistment letters.
- 14. Is your firm :
- a) A sole proprietary concern :
- b) A partnership concern :
(please enclosed photostat copy of Partnership Deed).

- c) A Limited Liability concern :
(please enclose copy of Memorandum and Article of Association duly attested by the Register of Joint Stock Companies).
- d) Registered under the Factory Act.
- e) Registered under Partnership Act. of 1932

15. Name of the persons authorised to sign:
and enter into contracts on behalf of the supplier/contractor other than Directors in the case of a Company, Managing Partner in the case of a Partnership Concern and the Proprietor in the case of a Proprietary Concern (this authority will continue to be valid until notice of revocation is given to the enterprise/project).

Name and address of witness :	To be signed by
1.	(a) Sole proprietor in case of a proprietary concern
2.	(b) All partners in case of partnership concern.
3.	(c) All Directors in case of Limited Company.

Signature of the Witnesses

1.	Official Seal of the Firm
2.

ANNEXURE XX

PROFORMA FOR LOCAL PURCHASE ORDER REGISTER

Sl. No.	SPR No. & date	Purchase Order/ Contract No. & date	Description of materials	Quantity	Price		Due date for delivery	Name & Address of the supplier	Supply position	Remarks
					Unit price	Total value				
1.	2.	3.	4.	5.	6.		7.	8.	9.	10.

ANNEXURE XXI

PROFORMA FOR LOCAL PURCHASE ORDER REGISTER

Sl. No.	SPR No. & date	Purchase order/contract No. & date	Description of goods	Quantity	Price		Due date for shipment	I/L No. & date	L/C No. & date	L/C validity	Name & address of the supplier	Shipment position	Remarks
					Unit price	Total value							
1.	2.	3.	4.	5.	6.		7.	8.	9.	10.	11.	12.	13.

ANNEXURE XXII

PROFORMA FOR CASH PURCHASE REGISTER

Sl. No.	SPR No. & date	Purchase case No. & date	User's Deptt./ Section	Materials	Estimated value	Actual Purchase value	Advance drawn on	Purchase Made on	Adjustment bill submitted on	MRR No. & date	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

ANNEXURE XXIII

PROFORMA FOR L/C REGISTER

Sl. No.	Purchase order/ Contract No. & date	Date of receipt of purchase order/ contract	Materials	Enterprise/ Project/ Deptt./Divn. concerned	Date of applying for L/C	Date of opening of L/C	L/C amount	L/C validity	Source of financing	Date of receipt of Bank intimation about arrival of Shipping documents
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

Date of retirement of Shipping documents	Date of sending Shipping documents to Shipping Office/C&F Agent	Remarks
12.	13.	14.

ANNEXURE XXIV

PROFORMA FOR SHIPPING REGISTER

Sl. No.	Name of the Enterprise/ Project	Purchase order/ Contract No. & date	Materials with ITC classification	Quantity	Name of the vessel with date of arrival	B/L No. & date	Date of receipt of non-negotiable shipping documents	Date of receipt of original shipping documents	Date of sending the documents to C&F Agent
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Name of the C&F Agent assigned to clear the consignment	Date of assessment of duty & taxes	Date payment of duty & taxes	Percentage of duty & taxes assessed	BCT Head	Date of clearance of the consignment	Date of dispatch of the goods to the ultimate consignee	Remarks
11.	12.	13.	14.	15.	16.	17.	18.

ANNEXURE XXV

BILL REGISTER

Sl. No.	Bill No. & date	Date of receipt	Bill amount	Supplier/ Contractor's name	Purchase order/ Contract Ref. No. & date	MRR reference No. & date	Amount for which payment certified	Date of sending the bill to Accounts for payment	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.