

**PART—I**  
**DIRECTIVES**

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## DIRECTIVES

### 1. STORES PURCHASE REQUISITION (SPR)

- 1.1: 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 upto Tk. 500/- (Taka five hundred) only may be allowed for non-stock items against departmental note duly approved by the competent authority.
- 1.2: All SPRs shall indicate budgetary sanction and shall contain all basic and important information regarding the material to be procured.
- 1.3: Within a maximum of 5 (five) days from the date of receipt of an SPR by Purchase Department/Division, procurement action must start.
- 1.4: In no case, procurement shall take more than 3 (three) months time for local items and 9 (nine) months time for importable items except machinery/equipment /spare parts.

### 2. TENDER ENQUIRY

- 2.1: No purchase except cash purchases shall be made without making proper tender enquiry.
- 2.2: Tender enquiry shall be of 4 (four) types as under :-
- 2.2.1: PRESS TENDER ENQUIRY**  
This type of tender enquiry shall be floated in the newspaper, when the stores are of non-proprietary nature and their estimated value is over Tk. 1.00 (one) lac.
- 2.2.2: LIMITED TENDER ENQUIRY**  
This type of Tender Enquiry shall be issued to the enlisted Suppliers/Contractors only when the stores are of non-proprietary nature and their estimated value is Tk. 1.00 (one) lac or below.

However, in those specific cases of import where the source of supply is not known or is very limited and where the enlistment of foreign Suppliers or their Local Agents has not been possible despite best efforts, Press Tender Enquiry may be made instead of Limited Tender Enquiry even if the estimated value of goods is Tk. 1.00 (one) lac or below. But in such cases 2/3 SPRs for similar type of materials are to be tagged together to make the total value above Tk.1.00 (one) lac.

### **2.2.3: SINGLE TENDER EQUITY**

This type of tender enquiry shall be issued exclusively to the Manufacturers or their authorised Agents when the stores are **purely of proprietary** nature and be **of any value** subject to clearance from the Enterprise Board.

### **2.2.4: SPOT TENDER ENQUIRY**

This Type of tender enquiry shall be issued to the genuine Shops/Business Firms in exceptional cases only when response against a Limited Tender Enquiry is very poor and/or the quoted rates are abnormally high and the work is likely to suffer for shortage of material.

However, the total financial involvement in individual case of purchase against Spot Tender Enquiry shall not be more than Tk. 50.00 (fifty) thousand.

## **3. EARNEST MONEY/BID BOND**

- 3.1: No quotation shall be accepted without requisite Earnest Money/Bid Bond against **Press Tender Enquiry**
- 3.2: In the case of state Owned Organisations participating in the tender either directly or through their local agent and also in the cases of tender under Barter, TPA (Trading Promotion Agency), TCA (Counter Trade Agreement), STA (State Trading Agency), etc no Earnest Money/Bid Bond shall be required.
- 3.3: In the case of Inter-Enterprise and Inter-Corporation Purchase or Purchase from any govt. agency no Earnest Money/Bid Bond shall be required.

- 3.4: In the case of procurement of absolutely proprietary items particularly spare parts against Single Tender Enquiry and also in the case of purchase against spot Tender Enquiry the condition of submitting Earnest Money/Bid Bond may be relaxed.
- 3.5: For purchase against **Limited Tender Enquiry** a one time fixed deposit of Tk. 3.00 (three) thousand for each group of items or Tk. 10.00 (ten) thousand for 4 (four) or more group of items in lieu of **Earnest Money/Bid Bond** in the form of Pay Order/Demand Draft/Defence Saving Certificate/Saving Certificate/National Saving Certificate duly pledged in favour of the Buyer, shall be obtained from the enlisted Suppliers/Contractors at the time of enlistment.
- 3.6: If under any specific circumstances Limited Tender Enquiry is made to non-enlisted suppliers and if they respond to the tender call, their offer must be supported with Earnest Money/Bid Bond. Otherwise, their offer shall stand disqualified for consideration.
- 3.7: The amount of Earnest Money/Bid Bond shall be equivalent to **1% (one percent)** of the total quoted value of the stores subject to a **maximum of Taka 5.00 (five) lac** and minimum of Tk. 1.00 (one) thousand.
- 3.8: Earnest Money/Bid Bond shall be submitted in the form of Pay Order/Demand Draft/Bank Guarantee from any **Scheduled Bank in Bangladesh**.
- 3.9: Earnest Money/Bid Bond in the form of Defence Saving Certificate/Saving Certificate/National Saving Certificate duly pledged in favour of the Purchasing Agency may be accepted.
- 3.10: Earnest Money/Bid Bond in **foreign currency** in the form of Bank Draft/Bank Guarantee duly endorsed by any **Scheduled Bank in Bangladesh** may also be accepted.
- 3.11: **Under no circumstances**, Earnest Money/Bid Bond by **cheque** on a Scheduled Bank or by cheque/by Pay Order/Demand Draft/Bank Guarantee on a **Co-operative Bank** shall be accepted.

- 3.12: Earnest Money/Bid Bond of the unsuccessful bidders shall be refunded **within 3 (three) days** of the finalisation of tender.
- 3.13: Earnest Money/Bid Bond of the successful bidder shall be released **after and only after receipt** of Performance Security/Guarantee from them.
- 3.14: Earnest Money/Bid Bond of the successful bidders shall be forfeited in case they back out from their commitment and/or fail to furnish Performance Security/Guarantee.
- 3.15: After opening of tender if the bidder increases price within the validity of their offer and if such price escalation causes financial loss to the Buyer, their Earnest Money/Bid Bond shall be forfeited.

#### 4. TENDER DOCUMENTS

- 4.1: Tender documents shall be the basis of evaluation and selection of any offer. So, tender documents shall be prepared in such a way that it contains full details about the materials and also reflects important terms and conditions of purchase including criteria/principles of evaluation/assessment of a tender.
- 4.2: Tender documents shall be supplied **free of cost** to the Suppliers/Contractors in the case of **purchase through Limited Tender Enquiry, Single Tender Enquiry and Spot Tender Enquiry**
- 4.3: Tender documents shall be **priced and sold** as per rate prescribed hereinafter in the cases of **purchase through Press Tender Enquiry**.
- 4.4: Complementary copy of tender documents pertaining to Press Tender Enquiry shall be sent to the **Chamber of Commerce and Industries** as well as to the **concerned Foreign Missions in Bangladesh** for publicity amongst the interested Suppliers/Contractors.
- 4.5: Copy of tender schedule shall be displayed on the **Notice Board** for information of the interested Suppliers/Contractors in the case of **purchase through Press Tender Enquiry** only.

- 4.6: Copy of all tender enquiries shall be forwarded to MPIC and **User's Department** for information and **scrutiny**.

#### 5. COST OF TENDER DOCUMENTS

- 5.1: Selling price of tender documents shall be as follows:-

- 5.1.1: For purchases upto Tk. 1.00 (one) lac - Free.
- 5.1.2: For purchases above Tk. 1.00 (one) lac and upto Tk. 2.5 (two & a half) lac. - Tk. 25.00
- 5.1.3: For purchases above Tk. 2.5 (two & a half) and upto Tk. 5.00 (five) lac. - Tk. 50.00
- 5.1.4: For purchases above Tk. 5.00 (five) lac and upto Tk. 10 (ten) lac. - Tk. 100.00
- 5.1.5: For purchases above Tk. 10 (ten) lac and upto Tk. 25 (twenty five) lac. - Tk. 200.00
- 5.1.6: For purchases above Tk. 25 (twenty five) lac and upto Tk. 50 (fifty) lac. - Tk. 300.00
- 5.1.7: For purchases above Tk. 50 (fifty) lac and upto Tk. 1.00 (one) crore. - Tk. 500.00
- 5.1.8: For purchases above Tk. 1.00 (one) crore - Tk. 500.00 plus Tk. 5.00 for every one lac or fraction thereof, subject to a maximum of Tk. 1000.00

#### 6. OPENING OF TENDER

- 6.1: Tenders shall be opened strictly on a definite date and time as specified in the tender documents.
- 6.2: 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.

- 6.3: Normally, tenders shall be opened by a committee of 2 (two) responsible officers- one from **Purchase** and one from **Accounts Department**. But in the cases requiring Govt. approval, tenders shall be opened jointly by the **Head of Purchase, Head of Accounts and Head of User's Department**.

#### 7. SINGLE OFFER

- 7.1: Quotations received less than 3 (three) in number against a Press Tender Enquiry or a Limited Tender Enquiry or a Spot Tender Enquiry shall be classified as **Single Offer**.
- 7.2: Acceptance or rejection of a single offer shall depend on the reasonableness of quoted price and the urgency of material.

#### 8. COMPARATIVE STATEMENT OF OFFERS

- 8.1: In normal cases Comparative Statement of offers shall be prepared **within 3 (three) days** of the tender opening.
- 8.2: In cases where validity of offer is for 48 (forty eight) hours or less, comparative statement shall be completed immediately after tender opening, so that the purchase deal can be decided within the offer validity.
- 8.3: Comparative statement shall be signed with name, designation and date by the official preparing the statement and also by the controlling officer.
- 8.4: Comparative statement shall be countersigned by the members of the Tender Committee during meeting.

#### 9. TECHNICAL SCRUTINY OF OFFERS

- 9.1: Technical scrutiny/evaluation of tenders shall normally be carried out during the Tender Committee meeting. However, if in some cases technical scrutiny/evaluation is not possible during the Tender Committee meeting the same has to be accomplished within 3 (three) days of the receipt of offers from Purchase Division/Department.

- 9.2: In complicated cases of procurement of machinery and equipment 7 (seven) days may be allowed for completion of scrutiny/evaluation, but in no case it shall exceed 15 (fifteen) days.

- 9.3: In cases where offer validity is very short, technical scrutiny/evaluation shall be carried out immediately after opening of the tender and if possible Tender Committee meeting shall be held simultaneously.

#### 10. COMPOSITION OF TENDER COMMITTEE

- 10.1: All purchases whether against Press Tender or against Limited Tender or against Single Tender or against Spot Tender **except cash purchases** shall be processed through Tender Committee.

- 10.2: **Within 3 (three) days** of the completion of comparative statement or of the receipt of technical scrutiny report, Tender Committee meeting shall be held.

- 10.3: Tender Committee shall finalise their recommendation preferably in one sitting. However, in complicated cases this may be relaxed, but under no circumstances there shall be more than 2 (two) sittings to complete the task. The 2nd sitting shall take place within 3 (three) days of the 1st sitting.

- 10.4: The composition and jurisdiction of Tender Committee shall be as under:-

##### 10.4.1: AT HEAD OFFICE

- 10.4.1.1: **Tender Committee No. 1** (for consideration of purchases involving over Tk. 50.00 (fifty) lac.

10.4.1.1.1: Secretary, BCIC : Chairman

10.4.1.1.2: Head of Finance Division  
(in case of import)  
or  
Head of Accounts Division  
(in case of local purchase) : Member

10.4.1.1.3: Head of Production Division  
(in case of raw-materials  
and chemicals) : Member  
or  
Head of MTS Division  
(in case of plant, machinery  
and equipment)

10.4.1.1.4: Head of Purchase Division : Member-Secretary.

10.4.1.2: **Tender Committee No. 2** (for consideration of purchases  
involving over Tk. 10.00 (ten) lac and upto Tk. 50.00 (fifty)  
lac.

10.4.1.2.1: Head of Purchase Division : Member

10.4.1.2.2: Head of Finance Division.  
(in case of import) : Member  
or  
Head of Accounts Division  
(in case of local purchase)

10.4.1.2.3: Head of Production Division  
(in case of rawmaterials and  
chemicals) : Member  
or  
Head of MTS Division  
(in case of Plant, Machinery  
and equipment)

10.4.1.2.4: Dy. Head of Purchase Division : Member-Secretary.

Note: In this case the senior most member will act as Chairman of  
the Committee.

10.4.1.3: **Tender Committee No. 3** (for consideration of purchases  
involving over Tk. 2.50 (two and a half) lac and upto tk.  
10.00 (ten) lac.

10.4.1.3.1: Dy. Head of Purchase Division : Member

10.4.1.3.2: Dy. Head of Production  
(in case of rawmaterials  
and chemicals) : Member  
or  
Dy. Head of MTS Division  
(in case of plant, machinery and equipment)

10.4.1.3.3: Dy. Head of Finance Division  
(in case of import) : Member  
or  
Dy. Head of Accounts Division  
(in case of local purchase)

10.4.1.3.4: Officer next below the Dy.  
Head of Purchase Division : Member-Secretary

Note: In this case the senior most member will act Chairman of  
the Committee.

10.4.1.4: **Tender Committee No. 4** (for consideration of purchases  
involving up to Tk. 2.50 (Two and a half) lac.

10.4.1.4.1: Dy. Chief Finance Officer  
(In case of Import) : Chairman  
or  
Dy. Chief Accountant  
(In case of local Purchase)

10.4.1.4.2: Officer next below the Dy.  
Head of Purchase Division : Member

10.4.1.4.3: Officer next below the  
Dy. Head of Production  
Division (In case of raw- materials and chemicals)  
or : Member  
Officer next below the  
Dy. Head of MTS Division  
(In case of Plant, Machinery  
and Equipment)

10.4.1.4.4: Concerned Purchased Officer : Member-Secretary  
dealing with the case

#### 10.4.2: AT ENTERPRISES/PROJECTS

10.4.2.1: **Tender Committee No. 1** (for consideration of purchases  
involving above Tk. 2.00 (two) crore.

10.4.2.1.1: Head of the Enterprise/Project : Chairman

10.4.2.1.2: Head of Accounts Department : Member

- 10.4.2.1.3: Head of User's Department : Member  
 10.4.2.1.4: Head of Purchase Department : Member-Secretary.

10.4.2.2: **Tender Committee No. 2** (for consideration of purchases involving over Tk. 2.50 (two and a half) lac and upto Tk. 2.00 (two) crore.)

- 10.4.2.2.1: Head of Accounts Department : Member  
 10.4.2.2.2: Head of Purchase Department : Member  
 10.4.2.2.3: Head of User's Deptt. : Member

Note: In this case the senior most member will act as Chairman while the Head of Purchase Deptt. will act as Member-Secretary of the Committee. In case the Head of Purchase Deptt. becomes the Chairman of the Committee by virtue of his seniority, the Dy. Head of Purchase Deptt. will be co-opted to act as Member-Secretary.

10.4.2.3: **Tender Committee No. 3** (for consideration of purchases involving upto Tk. 2.50 (two and a half) lac.)

- 10.4.2.3.1: Dy. Head of Accounts Department : Member  
 10.4.2.3.2: Dy. Head of Purchase Department : Member  
 10.4.2.3.3: Dy. Head of User's Department : Member.

Note: The senior most member will act as Chairman while the Dy. Head of Purchase will act as Member-Secretary of the Committee. In case the Dy. Head of Purchase Deptt. becomes the Chairman of the Committee by virtue of his seniority, the concerned dealing officer of Purchase Deptt. immediately below him will be co-opted to act as Member-Secretary.

N.B: Where necessary the Head of MPIC Deptt. or his representative may be included in the Tender Committee by invitation or during transaction of business in the meeting if his participation is felt necessary at any stage, he may be requested to attend the meeting and take part in the deliberation.

## 11. REVISION OF OFFER/UNDER CUTTING OF PRICE OR FALSE ALLEGATION BY TENDERERS

- 11.1: After opening of tenders no revision of offer or under cutting of price shall be entertained. If any bidder revises the offer or undercuts the price after opening of tender, his offer shall be outright rejected even if such revision or under cutting of price is to the advantage of the Purchasing Agency.
- 11.2: If any bidder makes any complaint in writing in respect of a decision taken on a particular case of tender purchase and if such complaint is proved to be unfounded and false, the Tender 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 had already been returned by that time.
- 11.3: Suitable clauses covering the aforesaid terms shall be incorporated in the tender documents.

## 12. AUTHORITY FOR PURCHASE VIS-A-VIS FINANCIAL POWER

- 12.1: Without financial approval of the competent authority no purchase deal shall be finalised.
- 12.2: Financial approval shall be obtained immediately after the Tender Committee has made their recommendation.
- 12.3: Authority to accord purchase approval shall be exercised as per delegation of power defined below:-



### 12.3.1: AT HEAD OFFICE

- 12.3.1.1: Purchases involving over Tk. 2.00 (two) crore and upto Tk. 5.00 (five) crore in individual case shall require approval of the BCIC Board of Directors.
- 12.3.1.2: Purchases involving over Tk. 1.00 (one) crore and upto Tk. 2.00 (two) crore in individual case shall require approval of Director (Commercial), Director (Finance) and Chairman, BCIC.
- 12.3.1.3: Purchases involving over Tk. 50.00 (fifty) lac and upto Tk. 1.00 (one) crore in individual case shall require approval of Director (Commercial) and Director (Finance), BCIC.
- 12.3.1.4: Purchases involving over Tk. 10.00 (ten) lac and upto Tk. 50.00 (fifty) lac in individual case shall require approval of Director (Commercial), BCIC.
- 12.3.1.5: Purchases involving over Tk. 2.50 (two and a half) lac and upto Tk. 10.00 (ten) lac in individual case shall be approved by the Head of Purchase Division, BCIC not below the rank of General Manager.
- 12.3.1.6: Purchases involving over Tk. 1.00 (one) lac and upto Tk. 2.50 (two and a half) lac in individual case shall be approved by the Dy. Head of Purchase Division not below the rank of Dy. General Manager.
- 12.3.1.7: Purchases involving Tk. 1.00 (one) lac or below in individual case shall be approved by an officer of Purchase Division in the rank of Manager.

### 12.3.2: AT ENTERPRISES/PROJECTS

- 12.3.2.1: Purchases involving over Tk. 2.50 (two and a half) lac and upto Tk. 2.00 (two) crore in individual case shall require approval of the Head of the Enterprise/Project and those involving over Tk. 2.00 (two) crore and upto Tk. 5.00 (five) crore shall require approval of the Board of Directors of BCIC.
- 12.3.2.2: Purchases involving upto Tk. 2.50 (two and a half) lac in individual case shall be approved by Head of the Purchase Deptt. not below the rank of Dy. General Manager.
- 12.3.3: **PURCHASE OF SPARE PARTS**  
For import of spare parts involving upto Tk. 2.5 (two and a half) lac the Head of Enterprise shall have power to accord **administrative approval** and beyond this amount the import shall require **administrative approval** from the Enterprise/Company Management Board.
- 12.3.4: **SPOT PURCHASE AT HEAD OFFICE AS WELL AS AT ENTERPRISES/PROJECTS**
- 12.3.4.1: In exceptional and extremely emergency cases purchase involving upto Tk. 50.00 (Fifty) thousand per item or group of items at a time may be made through spot tender enquiry.
- 12.3.4.2: The Head of Purchase Division in the Head Office and the Head of organisation in the Enterprises/Projects shall have power to approve spot purchase upto Tk. 50.00 (fifty) thousand.
- 12.3.4.3: If situation arises, purchase beyond Tk. 50.00 (fifty) thousand may also be made as a special case but in such cases approval shall be accorded by the Director (Commercial) and the Director (Finance) in the case of Head Office and concerned Director-in-charge and Director (Finance) in the case of Enterprises/Projects.

**12.3.5: CASH PURCHASE BOTH AT HEAD OFFICE AND AT ENTERPRISE/PROJECTS**

- 12.3.5.1: Cash Purchase shall be avoided as far as possible and be kept to a bare minimum.
- 12.3.5.2: In exceptional and emergency cases only, Cash Purchase upto a Limit of Tk. 25.00 (twenty five) thousand at a time may be made with prior approval of the Head of Purchase Division in the case of Head Office and Head of the organisation in the case of Enterprises/Projects.
- 12.3.5.3: Cash purchase beyond Tk. 25.00 (twenty five) thousand at a time in extremely emergency cases may be made with the prior written approval from the concerned Director-in-charge and the Director (Finance) of the Corporation.
- 12.3.5.4: In no case total amount spent for Cash purchases in a financial year shall exceed Tk. 5.00 (five) lac in a medium size Enterprise/Project and Tk. 10.00 (ten) lac in a big size Enterprise/Project (Enterprise having turnover up to Tk. 10.00 (ten) crore and Project having investment up to Tk. 10.00 (ten) crore are considered as medium size).

N.B. In the absence of a designated approving authority his power will be exercised by the next higher authority.

**13. DIFFERENCE OF OPINION BETWEEN THE APPROVING AUTHORITY AND THE TENDER COMMITTEE**

In cases where the approving authority does not agree to the recommendation of the Tender Committee, he may send back the file to the Tender Committee for review or give a decision straightway recording his views clearly at the earliest.

**14. ACCEPTANCE OF TENDER**

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

**15. PERFORMANCE SECURITY/GUARANTEE**

- 15.1: For purchases against Press Tender Enquiry Performance Security/Guarantee to the tune of 5% (five percent) of the total order/contract value shall be obtained from the successful bidder and unless this is done, purchase order/contract shall not be issued.

However, in extremely emergency cases of import where work is likely to suffer for want of materials order/contract may be placed in anticipation of the receipt of Performance Security/Performance Guarantee and inoperative L/C may be opened to save shipment time. Upon receipt of the required Performance Security/Performance Guarantee the L/C may be made operative.

Similarly, in extremely emergency cases of local supply where materials are urgently required within a day or two purchase order may be issued and the Supplier be asked to effect immediate delivery of goods and furnish Performance Security/Guarantee simultaneously. Unless the required performance Security/Guarantee is submitted, payment for the supplied goods shall not be made.

In the larger interest of the organisation the above deviations from normal rules may be allowed, but care must be taken to see that it does not become a regular practice.

- 15.2: In the cases of import from the state owned organisations/agencies and also in the cases of contract under Barter, TPA (Trading Promotion Agency), STA (State Trading Agency), CTA (Counter Trade Agreement) the Suppliers shall be exempted from submission of Performance Security/Performance Guarantee.
- 15.3: In the case of Inter-Enterprise purchase, Inter-Corporation purchase or purchase from Govt. /Semi-Govt. organisations no Performance Security/Guarantee shall be required.
- 15.4: For purchase against limited Tender Enquiry no Performance Security/Performance Guarantee shall be required to be obtained from the enlisted Suppliers/Contractors. One-time fixed deposit obtained from them at the time of enlistment shall be treated as Performance Security/Performance Guarantee for execution of order/contract.

- 15.5: If under any specific circumstances purchase is made from non-enlisted Suppliers, Performance Security/Guarantee shall be obtained from them before placement of order.
- 15.6: In the case of procurement of absolutely proprietary items particularly spare parts against Single Tender Enquiry and also in the case of purchase against spot Tender Enquiry the condition of submitting Performance Security/Guarantee may be relaxed.
- 15.7: Performance Security/Guarantee shall be submitted in the form of Pay Order/Demand Draft/Bank Guarantee from any Scheduled Bank in Bangladesh.
- 15.8: Performance Security/Guarantee in the form of Defence Saving Certificate/Saving Certificate/National Saving Certificate duly pledged in favour of the Purchasing Agency may be accepted.
- 15.9: Performance Security/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.
- 15.10: Under no circumstances, Performance Security/Guarantee by cheque on a Scheduled Bank or by cheque/by Pay Order/Demand Draft/Bank Guarantee on a **Co-operative Bank** shall be accepted.
- 15.11: Pay Order/Demand Draft/Bank Guarantee submitted as Performance Security/Guarantee shall be kept in the safe custody of Accounts Deptt./Divn. and be encashed before it loses its validity.
- 15.12: Performance Security/Guarantee shall not be released until satisfactory execution of Order/Contract.
- 15.13: In case of failure to fulfil the contractual obligations, Performance Security/Guarantee shall be forfeited in full or in part depending on the extent of failure.

## 16. PURCHASE ORDER/CONTRACT

- 16.1: Formal purchase order/contract shall be issued to the successful bidder only after receipt of proper Performance Security/Guarantee from them and this shall be done very quickly
- 16.2: In case of extreme urgency for materials order/contract may be issued to the suppliers to minimise supply-time, but that order/contract shall not be valid for execution until Performance Security/Guarantee is furnished.
- 16.3: The order/contract shall reflect all terms, conditions specifications etc. explicitly written in conformity with the tender enquiry and the selected offer.

## 17. ARRANGEMENT OF FUND AND OPENING OF LETTER OF CREDIT (L/C)

- 17.1: Finance Division of the Corporation Head Office shall arrange foreign exchange allocation from the Govt. for financing all imports whether made by BCIC Head office or by the Enterprises/Projects.
- 17.2: Letter of Credit shall be opened by Accounts Deptt. in Enterprises/Projects and Finance Divn. in the Corporation Head Office **within 7 (seven) days** of the receipt of purchase order/contract and particulars thereof be communicated to the Suppliers/Contractors as well as to Purchase Deptt./Divn. immediately thereafter.
- 17.3: 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.
- 17.4: No Letter of Credit shall be amended or cancelled unless the relevant purchase order/contract is amended or cancelled.

## 18. INSPECTION OF STORES

- 18.1: For Import-consignments

18.1.1: To ensure quality, quantity, packing, marking and supervision of loading, inspection of goods of general nature shall be arranged before shipment through a well reputed Inspection Agency.

18.1.2: In the cases of spare parts, proprietary items and specific goods from traditional and reliable suppliers or items involving insignificant value, the requirement of pre-shipment inspection may be waived provided the Buyer is satisfied that inspection is not necessary and also provided that such waiver is not in contravention of the current Import Policy.

**18.2: For Local Supplies**

Inspection of locally purchased goods before delivery or after delivery shall be made in respect of quality, quantity and packing either by an authorised official of the Purchasing Agency or by an agent appointed for that purpose.

**19. INSURANCE**

For all cases of foreign purchase irrespective of value Insurance Cover of the consignments on "Warehouse to Warehouse" basis shall be arranged by the Purchasing Agency under Marine Insurance open policy.

**20. RETIREMENT OF SHIPPING DOCUMENTS**

20.1: Finance Division in the Head Office and Accounts Department in the Enterprises/Projects shall arrange retirement of original shipping documents from the L/C opening Bank within 3 (three) days of the receipt of intimation from Bank and shall promptly send documents to the Shipping and Liaison Office in the case of import by Sea or to the Head Office Purchase Division/Enterprise or project purchase Deptt. in the case of import by Air for clearance of goods.

20.2: In case of delay in retirement of documents due to financial stringency or any other difficulty immediate intimation shall be given to the appropriate Agency responsible for clearance of goods so that some alternative arrangement may be made to clear the goods.

**21. CLEARANCE AND DESPATCH OF IMPORT-CONSIGNMENTS**

21.1: 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 C&F Agent/Carrying Contractor.

21.2: Where there is no Shipping and Liaison Office, clearance of goods shall be arranged by the Enterprise/Project themselves.

21.3: Those Enterprises/Projects which import goods under LIM account, shall make their own arrangement of clearing consignments as per terms and conditions of LIM agreement.

21.4: The Enterprises/Projects themselves shall arrange for customs clearance of Air-Cargo imported by them and Head Office Purchase Division shall have no responsibility in this regard.

21.5: 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.

**22. MATERIAL RECEIVING REPORT (M. R. R.)**

22.1: For Cash-Purchased items, M.R.R. shall be issued on the very day or the following day of delivering goods to the Store.

22.2: For Tender-Purchased items, M. R. R. shall be issued within 3 (three) days of the receipt of goods in the Store. In specific cases this time limit may be relaxed but in no case it shall exceed 7 (seven) days.

**23. PAYMENT OF SUPPLIERS'/CONTRACTORS' BILLS**

23.1: **Agency Commission Bills:** In case of foreign supply, local agent's commission bill shall be paid on the strength of copy of clean shipping documents.

- 23.2: **Local Suppliers' Bills:** In case of local supply, Suppliers' bill shall be paid on the basis of M. R. R.
- 23.3: **C&F Agent Bills:** C&F Agent's Bill shall be paid on the basis of Customs passed Bill of Entry supported with all necessary receipts and vouchers.
- 23.4: **Carrying Contractor's bill:** 80% of the carrying Contractor's bill-amount in individual case shall be paid on the basis of receipted challan and the balance 20% on the basis of MRR.
- 23.5: **Time limit for payment of bills:** Suppliers'/Contractors' bill shall be settled and paid within 7 (seven) days after receipt of the bills or within 7 (seven) days after issuance of M. R. R. as the case may be.

#### 24. LATE DELIVERY AND LIQUIDATED DAMAGES

- 24.1: Normally, late delivery of goods shall not be encouraged.
- 24.2: For delay in supply up to 3 (three) months liquidated damages equivalent to ½% (half percent) while for delay beyond 3 (three) months liquidated damages equivalent to ¼% (quarter percent) per week or part thereof on the value of the undelivered goods shall be realised from the Supplier/Contractor provided delivery time is extended by the Buyer.
- 24.3: In specific cases where delay in delivery is likely to cause deslocation of work and financial loss, a higher rate of liquidated damages not over 1% (one percent) up to 3 (three) months of delay and ½% (half percent) for the period beyond 3 (three) months of delay per week or part thereof on the value of the undelivered goods may be charged.
- 24.4: In case of delay in delivery beyond 45 (forty five) days for local items and 100 (one hundred) days for importable items, Purchase Order/Contract may be cancelled in which case the Performance Security/Guarantee shall be forfeited.

#### 25. TYPE OF PURCHASE

Purchases shall be altogether of 5 (five) types as detailed below:-

- 25.1: **Purchase against single Tender**  
Only proprietary item or items available with a particular source of supply may be purchased directly from the Manufacturer or their authorised Agents.
- 25.2: **Purchase against Limited Tender**  
Purchases of general items involving upto Tk. 1.00 (one) lac shall be made through Limited Tender Enquiry.
- 25.3: **Purchase against Press Tender**  
Purchases of general items involving more than Tk. 1.00 (one) lac shall be made through press advertisement in the newspaper.
- 25.4: **Purchase against Spot Tender**  
In specific and exceptional cases and also in case of extreme urgency purchase involving upto 50.00 (fifty) thousand per item or a group of items at a time may be made through Spot Tender Enquiry.
- 25.5: **Cash Purchase**  
Only in exceptional and emergency cases Cash Purchase within the prescribed limit of Tk. 25 (twenty five) thousand may be made.
26. **INTER-ENTERPRISE PURCHASE**  
Items which are produced in or sparable by any of the BCIC Enterprises shall not be purchased from outside.
27. **INTER-CORPORATION PURCHASE**  
Items produced by any of the Sector Corporations or by any Govt. owned organisation shall be purchased without recourse to tender formalities provided the price is reasonable and competitive and also provided the quality is in conformity with the technical requirement.
28. **PURCHASE AGAINST SINGLE OFFER**  
If the quoted price is found reasonable and competitive and if the time in hand does not permit procurement through retendering purchase against single offer may be considered. In such case the Head of Purchase Division in the Head Office and the Head of organisation in the Enterprises/Projects shall have power to approve purchases involving up to Tk. 10.00

(ten) lac provided the purchase is unanimously recommended by the Tender Committee. Beyond this amount the purchase shall require written approval from the Director (Commercial) and the Director (Finance) in the case of Head Office and the concerned Director-in-charge and the Director (Finance) in the case of Enterprises/Projects.

**29. PURCHASE AGAINST LOAN/CREDIT/AID/  
GRANT/BARTER**

Purchase against Loan/Credit/Aid/Grant/Barter, etc. shall be made in accordance with the terms and conditions of the respective Protocol between the Donor and the Recipient country.

**30. REPEAT ORDER**

30.1: In specific and exceptional cases where a material is urgently required or where tendering may not yield favourable result, repeat order on the same terms, conditions and price may be placed provided price of the material has not fallen.

30.2: A Repeat Order shall be placed invariably within 180 (one hundred eighty) days from the date of the original order.

30.3: Repeat order shall not be made for more than once for a particular material and the quantity of material under a repeat order shall not exceed the quantity of the original order.

**31. 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 3 (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.

**32. ENLISTMENT OF SUPPLIERS/CONTRACTORS**

32.1: For convenience of procurement against Limited Tender Enquiry enlistment of general Suppliers/Contractors shall be made through advertisement in the Newspaper.

32.2: Enlistment once made, shall remain valid for a period of 2 (two) years.

**33. PREQUALIFYING OF SUPPLIERS/CONTRACTORS**

33.1: To ensure supply from genuine sources and with a view to screening out unreliable/fictitious parties, prequalifying of Suppliers/Contractors/Manufacturers/Commission Agents may be made through wide publicity in the newspapers.

33.2: In those cases where pre-qualification has been made, quotations shall be invited from the pre-qualified Suppliers/Contractors/Manufacturers/Commission Agents only without going for press tendering.

33.3: Pre-qualification may be made for a period of 2 (two) years.

**34. APPOINTMENT OF C&F AGENT**

34.1: Appointment of C&F Agent for clearance of import-consignments from Customs shall be made through advertisement in the widely circulated newspaper.

34.2: The appointment shall be made for a period of 3 (three) years and no extension shall be granted after expiry of the contract.

**35. APPOINTMENT OF INSPECTION AGENCY**

The same directive as outlined for appointment of C&F Agent shall be applicable in the case of appointment of Pre-shipment Inspection Agency.

**36. APPOINTMENT OF CARRYING CONTRACTOR**

The same directive as outlined for appointment of C&F Agent shall also be applicable in the case of appointment of Carrying Contractor.

**37. MAINTAINING OF REGISTERS**

To keep track of progress of action at different stages and for convenience of follow-up, the following Registers shall be maintained by the Dept./Divn. concerned:-

- i) SPR Register
- ii) Procurement Progress Register
- iii) Order/Contract Register
- iv) Cash Purchase Register
- v) L/C Register
- vi) Shipping Register
- vii) Bill Register.