

**P A R T — II**  
**PROCEDURES AND GUIDELINES**

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## PROCEDURES AND GUIDELINES

### 1. HOW TO PROCESS STORES PURCHASE REQUISITION (SPR)

- 1.1: Raising of SPR shall be the responsibility of MPIC/User's Deptt.
- 1.2: On receipt of duly approved SPRs (specimen given at annexure-I) Purchase Deptt./Divn. will immediately enter the same in the SPR Register and allot a case number. This case number shall be used as reference for all future correspondence regarding the procurement.
- 1.3: After-allotment of case number, the SPR will be passed on to the concerned section of Purchase Deptt./Divn. for initiating procurement action.
- 1.4: The concerned dealing officer will carefully check the SPR and see whether the same is in order in all respects. In case of any major discrepancy, reference will be made to the MPIC/User's department without loss of time for necessary rectification.
- 1.5: Procurement action on the SPR will start within 3/4 (three/four) days of its receipt in the section.

### 2. HOW TO MAKE TENDER ENQUIRY

According to the nature of the material (s) and its estimated value tender enquiry will be made in the following manner:-

#### 2.1: PRESS TENDER ENQUIRY

- 2.1.1: If the goods are of non-proprietary nature and their estimated value is above Tk. 1 (one) lac, sealed quotation will be invited through advertisement in atleast 2 (two) widely circulated newspapers- one Bengali and one English.
- 2.1.2: Press Tender Notice (Specimen given at annexure-II & IIA) will be forwarded to Public Relation Deppt. (P.R.D.) of the Corporation allowing minimum 7 (seven) days time for publication in the newspaper.

- 2.1.3: Immediately after publication of the tender notice in the newspaper the Head Office Public Relation Department will send the paper cuttings to the concerned Enterprise/Project for their information and record. It will be the responsibility of the concerned dealing officer of Purchase Department to keep the paper cuttings in the relevant file and to check whether or nor there is any discrepancy in the press advertisement. In case any discrepancy is detected, he should immediately arrange for a corrigendum through newspaper.
- 2.1.4: In case of purchase of plant/machinery/equipment involving Tk. 10.00 (ten) lac and above, two envelope system — one for **Technical Proposal** and the other for **Price Offer** will be adopted.
- 2.1.5: Adequate number of tender documents (Specimen given at annexure-III & IV) will be sent to PRD, BCIC for onward transmission to the concerned Selling Agencies.
- 2.1.6: Complementary Copy of tender documents will be forwarded to the Chamber of Commerce and Industry and also to the concerned Foreign Missions in Bangladesh.
- 2.1.7: For major and sensitive items complementary copy of tender documents should be sent to the participants of the last 2/3 tenders of the particular item for larger participation.
- 2.1.8: Tender schedule should be displayed in the Notice Board of the Purchase Department/Division showing country of origin of goods for information of the interested Suppliers/Contractors.
- 2.1.9: Copy of tender documents will be sent to MPIC and User's Department for information and scrutiny.
- 2.1.10: Depending on the nature of material and the urgency of requirement, time for submission of offer may be allowed as under:
- 2.1.10.1: FOR IMPORTABLE ITEMS**
- 2.1.10.1.1: Raw materials & chemicals—Min. 30 days—Max. 60 days.
- 2.1.10.1.2: Plant/machinery/equipment —Min. 60 days—Max. 180 days.
- 2.1.10.1.3: Spare Parts, Hardware and tools— Min. 30 days—Max. 60 days.

**2.1.10.2: FOR LOCAL ITEMS**

All types of materials —Min. 15 days— Max. 30 days.

**2.2: LIMITED TENDER ENQUIRY**

- 2.2.1: If the goods are of non-proprietary nature and their estimated value is **Tk. 1.00 (one) lac or below**, sealed quotations are to be invited from the enlisted Suppliers/Contractors only through limited Tender Enquiry.
- 2.2.2: Tender documents of the Limited Tender Enquiry will be supplied **free of cost** to the enlisted Suppliers/Contractors under registered post or under certificate of posting.
- 2.2.3: Copies of tender documents will be endorsed to MPIC and the User's Department for information and scrutiny.
- 2.2.4: Time limit for submission of offer against a Limited Tender Enquiry will be as follows:-
- 2.2.4.1: FOR IMPORTABLE ITEMS**
- 2.2.4.1.1: Machinery, Equipment, Rawmaterials and Chemicals— Min. 30 days — Max. 60 days.
- 2.2.4.1.2: Spare Parts, Hardware and Tools—Min. 30 days— Max. 45 days.
- 2.2.4.2: FOR LOCAL ITEMS**
- All types of materials— Min. 15 days—Max. 30 days.
- 2.3: SINGLE TENDER ENQUIRY**
- 2.3.1: If the goods are of purely proprietary nature, quotations are to be invited direct from the manufacturers or their authorised agents through Single Tender Enquiry irrespective of value of the goods.
- 2.3.2: 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.
- 2.3.3: Copies of the tender documents will be endorsed to MPIC and User's Department for their information and scrutiny.

2.3.4 A definite and realistic period of time is to be allowed for submission of offer against a Single Tender Enquiry.

#### 2.4: SPOT TENDER ENQUIRY

2.4.1: In exceptional cases where procurement through a Limited Tender Enquiry becomes difficult and the work is likely to suffer for want of material, Spot Tender Enquiry (Specimen given at annexure-VI) may be sent to the genuine business firms/shops through a team of 3 (three) officials- one from Purchase, one from Accounts and one from User's Deptt. and at least 3 (three) sealed quotations are to be obtained on the spot.

2.4.2: The quotations so obtained will be opened in presence of the Head of Purchase Deptt./Divn. and be signed by the team-members. All other procedures will be the same as those of Limited Tender Enquiry/Press Tender Enquiry.

2.4.3: The condition of furnishing Earnest Money/Bid Bond and Performance Security may be relaxed in the case of procurement through Spot Tender Enquiry.

2.4.4: Purchase against Spot tender shall be limited to Tk. 50,000/- in an individual case.

#### 3. EARNEST MONEY/BID BOND

3.1: As outlined at Article No. 3.7 of the Directives Part of the Manual Earnest Money/Bid Bond equivalent to 1% (one percent) of the total quoted value subject to a maximum of Tk. 5.00 (five) lac and minimum of Tk. 1.00 (one) thousand must be submitted alongwith the quotation against Press Tender Enquiry, otherwise the quotation will stand invalid/disqualified for consideration.

3.2: No Earnest Money/Bid Bond will be required in those cases where exemption has been allowed as delineated at Article No. 3 on page-2 of the Directive Part of the Manual.

3.3: On opening the quotations it is to be carefully checked whether the Earnest Money/Bid Bond submitted is in proper form and proper amount as per terms of the tender enquiry.

Earnest Money/Bid Bond by cheque on a Scheduled Bank or by Cheque/Pay Order/Demand Draft/Bank Guarantee on a Co-operative Bank will be outright rejected.

3.4: Earnest Money/Bid Bond of the unsuccessful bidders will be returned within 3 (three) days of the finalisation of tender.

3.5: Earnest Money/Bid Bond of the successful bidders will be retained till submission of Performance Security/Performance Guarantee by them.

3.6: Earnest Money/Bid Bond will be returned either by Registered post or by hand to the authorised person under intimation to the concerned Bank in case of Bank Guarantee only but in no case by ordinary post.

3.7: Earnest Money/Bid Bond of the successful bidder may be converted into Performance Security if requested by the party except in the case of Bank Guarantee.

3.8: Earnest Money/Bid Bond of the successful bidder will be forfeited if he fails to submit Performance Security/Guarantee in terms of the Letter of Intent.

3.9: If the successful bidders increase their quoted price within the validity of the offer after opening of tender and if such price increase causes financial loss to the Buyer, Earnest Money/Bid Bond of those bidders will be forfeited.

#### 4. HOW TO PREPARE TENDER DOCUMENTS

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

4.2: Full details of technical specifications supported with design/drawing or any other information that may be helpful in identifying the materials (s) are to be furnished.

4.3: All important terms and conditions required to be incorporated in the purchase order/contract, should be clearly spelt out.

- 4.4: The tender documents should touch on the following points:-
- 4.4.1: On what date and at what time the tender will be closed.
  - 4.4.2: Where to submit the tender.
  - 4.4.3: On what date and at what time the tender will be opened.
  - 4.4.4: Whether two envelope system- one for Technical Proposal and the other for Price Offer or one envelope.(composite) system for both Technical Proposal and Price Offer is to be adopted.
  - 4.4.5: In which language the tender is to be prepared.
  - 4.4.6: In which currency the price is to be quoted.
  - 4.4.7: Whether the offers are to be made on C&F (C) basis or FOB basis.
  - 4.4.8: How long the offer is to be kept valid.
  - 4.4.9: How and in which form Earnest Money/Bid Bond is to be submitted and what will be the amount of Earnest Money/Bid Bond.
  - 4.4.10: How the offer is to be sealed and marked.
  - 4.4.11: Whether the late offers will be accepted or rejected.
  - 4.4.12: What will be the criteria/principle of evaluation and selection of offers.
  - 4.4.13: What will be the fate of the incomplete and non-responsive offer.
  - 4.4.14: When the goods are to be delivered/despached.
  - 4.4.15: When and in which form performance Security/Guarantee is to be submitted and what will be amount of Performance Security/Guarantee.
  - 4.4.16: What will happen in case of failure to submit requisite Performance Security/Guarantee within the specified time.
  - 4.4.17: Whether the Purchasing Agency will have any right to increase or decrease the quantity of the tendered goods.
  - 4.4.18: To what extent the Purchasing Agency will exercise their right in matter of accepting or rejecting a bid.
  - 4.4.19: What will be the country of origin of the goods.
  - 4.4.20: How and by what date inspection of the goods before delivery or after delivery is to be made and who will bear the cost of inspection.
  - 4.4.21: What will be the procedure for covering transit insurance of the goods.
  - 4.4.22: What will be the mode and nature of packing of the goods.
  - 4.4.23: What will be the shipping instructions for the goods.
  - 4.4.24: How the payment will be made and what will be the detailed terms of payment.

- 4.4.25: Whether or not any warranty will be required for the goods.
- 4.4.26: What will be the consequence for late delivery of goods.
- 4.4.27: What will be the source of financing.
- 4.4.28: Who will bear the Bank charges in Bangladesh.

- 4.5: Any other point that safeguards the interest of the Purchaser, will have to be stipulated in the tender documents.

## 5. COST OF TENDER DOCUMENTS

Selling price of tender documents is to be determined as per guideline given in the Directive Part of the Manual at Article No. 5.

## 6. OPENING OF TENDER

- 6.1: Tender Box will be locked and sealed well ahead of the closing time of tender.
- 6.2: Slit of the Tender Box will be closed immediately after expiry of the scheduled time for submission/posting of tender.
- 6.3: Tender Box will be opened in public and the offers be taken out in presence of the tenderers' representatives, if any immediately after closing of the slit of Tender Box.
- 6.4: Tenders will be opened by a Committee of 2 (two) responsible officers- one from Purchase and one from Accounts Department. The offers will be serially numbered and be entered in the tender opening schedule (specimen given at annexure-VII). Thereafter, signature of the tenderers' representatives, if present any, will be obtained on the tender opening schedule.
- 6.5: The officer representing Purchase Department/Division will read out the quoted price and the important terms and conditions of the offer. He will encircle the price and underline the important terms and conditions with red ink/red pencil. He will also record objection, if raised by any of the tenderers' representatives.

- 6.6: The officers opening the tender will sign each page of the offers and also the Tender Opening Schedule. The offers will be countersigned by the Head of Purchase Deptt./Divn. immediately after the tender opening.
- 6.7: In the cases requiring Govt. approval the tender will be opened jointly by the Head of Purchase, Head of Accounts, Head of User's Deptt./Divn. The concerned dealing Purchase Officer will act as co-ordinator.
- 6.8: Any tender received after closing of the slit of Tender Box whether through the tenderer's representative or by post will be treated as **Late Tender** and be returned to the tenderer unopened immediately.
- 6.9: If any local agent submits several offers from different overseas Suppliers and if each of his offer is supported with requisite amount of Earnest Money/Bid Bond separately then at the time of determining the total number of offers received each of his offers will have individual entity. In other words, if all his offers are supported with a single Earnest Money/Bid Bond, all these offers will be counted as one offer only. Incomplete or non-responsive offers are to be counted at the time of determining the total number of offer received.

#### **7. SINGLE OFFER**

- 7.1: Because of lack of competition Single Offer (less than 3 offers) should not be normally accepted. But if the quoted price is reasonable and competitive in comparison with the last/previous purchase price and if the time in hand does not permit procurement through retendering, Single Offer may be considered.
- 7.2: All formalities such as comparative statement, technical scrutiny, Tender Committee meeting etc. are to be observed for purchases against Single Offer.
- 7.3: If the value of purchase against Single Offer exceeds Taka 10 (ten) lac, prior written approval will have to be taken from the next higher authority before finalisation of the purchase deal.

#### **8. HOW TO PREPARE COMPARATIVE STATEMENT**

- 8.1: Qualified/valid offers are to be entered in the prescribed form (specimen given at annexure-VIII, VIII A, IX, IX A & X) in order of their serial number and the price and other main terms be recorded therein for comparative study.
- 8.2: Comparative statement of offers is to be completed within the time limit specified in the Directive Part of the Manual at Article No. 8.
- 8.3: Comparative Statement will reflect all basis and relevant information like specifications, packing, quantity, price, country of origin, delivery schedule, validity of offer, Earnest Money, last purchase price etc.
- 8.4: The official preparing the comparative statement will put his signature with name, date and designation and thereafter, the statement will be checked and signed with name, date and designation by the Controlling Officer.
- 8.5: The comparative statement will be countersigned by the Tender committee members during meeting.

#### **9. TECHNICAL SCRUTINY OF OFFER**

- 9.1: Technical scrutiny/evaluation of offers will be done by the concerned User's Deptt. or by a Technical Committee constituted for the purpose.
- 9.2: Normally, after completion of comparative statement of offers Purchase Division/Department will call Tender Committee meeting and in that meeting technical scrutiny/evaluation is to be finalised as far as possible and practicable. To accomplish the job, assistance of competent technical personnel may be taken where necessary.
- 9.3: In those cases where scrutinising of offers is not possible during Tender Committee meeting, Purchase Division/Department will quickly send the offers to the concerned User's Department/Technical Committee who will accomplish the work and submit their report within the time limit as specified in the Directive Part of the Manual at Article No. 9.

9.4: Technical scrutiny/evaluation is to be performed as accurately and fairly as possible. For this purpose each offer is to be thoroughly and carefully examined to ascertain the technical suitability. Acceptance or rejection of offers should be established through proper reasoning and justification.

9.5: Technical details as mentioned in the tender documents shall be the basis of scrutiny.

#### 10. TENDER COMMITTEE MEETING

10.1: In normal cases Tender Committee meeting will be held within 2/3 days of the completion of comparative statement of offers or of the receipt of technical scrutiny report as the case may be.

10.2: Composition and purview of the Tender Committee will be the same as outlined in the Directive Part of the Manual at Article No. 10.

10.3: In consultation with the members of the Tender Committee, a suitable date will be fixed and notified in writing for holding of Tender Committee meeting.

10.4: While considering offers against a tender enquiry, Tender Committee will examine whether the quoted rate is realistic and workable. Based on past experience and market intelligence if the rate is considered unreasonably low and if it is apprehended that the lowest bidder may not be able to execute the supply, the Committee may recommend rejection of such offer recording full justification.

10.5: The Tender Committee will examine the offers, Comparative Statement, technical scrutiny report and other relevant paper/documents and after a thorough analysis/study of all important technical and commercial aspects, will select the lowest evaluated offer. In doing so it should be borne in mind that the price wise lowest offer may not be necessarily the lowest evaluated offer. Lowest evaluated offer is one that meets the technical specifications, packing requirement, delivery/shipment schedule and any other point advantageous to the Buyer. In other words, the Tender Committee will make such exercises as will ensure procurement of right material at right price and at right time.

10.6: In cases where the lowest evaluated price exceeds the last purchase price (where available) by 15% per year, the Tender Committee may follow the course of action as mentioned below:-

10.6.1: When the quoted price appears to be very high and the time in hand does not permit procurement through retendering, the Committee may suggest for asking all the qualified bidders in writing (provided the offer validity has not expired) to submit revised offer in sealed cover at a fixed date and time reducing their price to a maximum possible extent. On receipt of the revised offers, the Tender Committee will meet again and finalise recommendation on lowest evaluated price basis provided the reduced price is cheaper than the earlier price.

10.6.2: Where the time in hand permits, the Committee may recommend procurement at a better price through retendering. If re-tendering does not fetch favourable price, the Tender Committee may recommend price negotiation with all the qualified bidders.

10.6.3: In case of local procurement of bamboo, soft wood, wooden box, carton, Jute, Jute goods, etc. the Tender Committee may suggest for price-negotiation with all the qualified bidders of the tender and if necessary, they may also suggest to ask the bidders to agree to supplying the tendered goods at a reasonable price fixed by the Buyer. In these cases to ensure uninterrupted supply of goods, order may be placed with more than two suppliers.

10.7: In case any member of the Tender Committee is unable to attend the meeting due to some preoccupations, he will depute a responsible officer (preferably, the one next below him) from his Department/Division to represent him in the Committee, but responsibility will be on to him and he will sign the proceedings of the meeting.

10.8: The Member-Secretary of the Tender Committee will take all necessary steps for recording the proceedings of the meeting the same day or the following day and get it signed by the members immediately thereafter.



10.9: Immediately after the proceedings of the meeting is signed by all the members of the Tender Committee, the same will be placed before the competent authority for approval.

10.10: If any member of the Tender Committee does not agree with other members on certain points, he will have the autonomy to record his views in the proceedings of the meeting without prejudice.

10.11: If any member remains on leave or be on tour, the officiating officer will attend the Tender Committee meeting for all purposes as a full member.

#### **11. REVISION/UNDER CUTTING OF PRICE OR FALSE ALLEGATION BY A TENDERER.**

11.1: If any bidder revises his offer or undercuts his quoted price after opening of tender, his offer should be rejected outright and his Earnest Money/Bid Bond be forfeited even if such revision or undercutting is to the advantage of the Purchaser.

11.2: If any bidder makes any written complaint in respect of a decision taken on a particular case of tender purchase and if such complaint does not stand on proper enquiry, the case is to be put up to the competent authority through designated Tender Committee stating everything in detail. In such cases the Tender committee may recommend punitive measures including forfeiture of Earnest Money against the false complainant. In case their Earnest Money/Bid Bond had already been returned before the complaint is received, the complainant may be black listed.

11.3: The above mentioned terms should be clearly mentioned in the tender documents so that the intending tenderers can know about it before they participate in the tender and behave accordingly.

#### **12. PURCHASE APPROVAL**

Soon after the recommendation of the Tender Committee is obtained, the relevant file will be submitted to the competent authority for approval as per delegation of power defined at Article 12 of the Directive Part of the Manual.

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

13.1: In cases where the approving authority thinks that the Tender Committee has not evaluated the tenders properly and rightly and as a result, true picture of the case has not been reflected in their recommendation, he may either refer back the file **with his observation** to the Tender Committee for review or give a decision straightway **recording his views** clearly.

13.2: In case the file is sent back for review, the Tender Committee will make further study/analysis in the light of the observation of the approving authority and resubmit the file with their comments.

13.3: Even after review if it is seen that the difference of opinion still persists, the approving authority will give his decision and that decision shall prevail.

#### **14. ACCEPTANCE OF TENDER**

14.1: After the purchase is approved by the competent authority Letter of Intent (Specimen given at annexure-XI) is to be issued to the successful bidder informing him of the acceptance of his bid. Such acceptance shall invariably be communicated within the validity of the bid.

14.2: In the Letter of Intent the successful bidder will be instructed to submit Performance Security/Guarantee covering 5% (five percent) of the Order/Contract value within a specified period.

14.3: It should be mentioned in the Letter of Intent that if the successful bidder fails to furnish Performance Security/Guarantee within the stipulated period, the Letter of Intent so issued will stand withdrawn and the Earnest Money/Bid Bond forfeited.

#### **15. PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE**

15.1: To ensure satisfactory execution of an order/contract, Performance Security/Guarantee (Specimen given at annexure-XII & XIII) to the tune of 5% of the total involvement will have to be obtained from the successful bidder (s).

- 15.2: Maximum 21 (twenty one) days time for import-orders and 10 (ten) days time for local orders should be given for submission of Performance Security/Guarantee.
- 15.3: In case the successful bidder fails to submit the required Performance Security/Guarantee within the specified time, his Earnest Money/Bid Bond should be forfeited.
- 15.4: Performance Security/Guarantee will be obtained in the form of Pay Order/Demand Draft/unconditional Bank Guarantee from any scheduled Bank in Bangladesh. Pay Order/Bank Draft/Bank Guarantee from a Co-operative Bank must not be accepted.
- 15.5: Post Office Saving Certificate/Defence Saving Certificate duly pledged in favour of the Buyer may also be accepted as Performance Security/Guarantee.
- 15.6: Performance Security/Guarantee in foreign currency in the form of Bank Draft/Bank Guarantee duly endorsed by any Scheduled Bank in Bangladesh may also be accepted.
- 15.7: The Bank Guarantee will have to be valid for a period covering 90 (ninety) days beyond the date of shipment in the case of import of commodities, 180 (one hundred eighty) days in the case of import of plant/machinery/equipment and 30 (thirty) days in the case of local supply.
- 15.8: Performance Security/Guarantee will be released only after satisfactory fulfilment of the contractual obligations. Where situation demands, validity of the Performance Security/Guarantee may be suitably extended for settlement of recovery claim, if any.
- 15.9: 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 will have to be extended accordingly.
- 15.10: Performance Security/Guarantee received from the Supplier/Contractor is to be entered in a register to be maintained in the Purchase Department/Division and then be forwarded to the Accounts Department/Division for safe

custody. Pay Order/Demand Drafts are to be encashed and credited to the Suppliers'/Contractors' Deposit Account. The concerned Purchase Officer will keep an watch over the validity of Bank Guarantee and if necessary, he will advise Accounts Department/Division for encashment of the same before it losses its validity.

- 15.11: In case of failure to fulfil the contractual obligation by the Supplier/Contractor, his Performance Security/Guarantee will be forfeited in full or in part depending on the merit of the case.

## 16. PURCHASE ORDER/CONTRACT

- 16.1: Formal Purchase Order/Contract (Specimen given at annexure-XIV & XV) will be placed with the successful bidder within 3 (three) days of the receipt of Performance Security/Guarantee. In exceptional cases of purchase of Plant/Machinery/Equipment this time limit may be relaxed upto 7 (seven) days.
- 16.2: Complete specification of goods including drawing No., Part No., Model No., year of make, etc. where 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.
- 16.3: Total financial involvement of the Purchase will be distinctly mentioned in figures as well as in words in the purchase order/contract.
- 16.4: Those terms and conditions of the successful bidder (s) which have been accepted by the Buyer, are to be incorporated in the purchase order/contract in addition to the Buyer's own standard terms and conditions of purchase stipulated in the tender documents and agreed to by the bidder (s).
- 16.5: Mode and nature of packing is very important and therefore, care should be taken to see that packing requirements are clearly mentioned in the purchase order/contract.

16.6: Copy of purchase order/contract is to be endorsed to all concerned.

#### 17. ARRANGEMENT OF FUND AND OPENING OF LETTER OF CREDIT

- 17.1: Before processing of any import, confirmation about availability of fund in foreign exchange (specimen given at annexure-XVII) is 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.
- 17.2: Before processing application for Import Licence and Letter of Credit, the concerned Accounts Officer/Finance Officer will check the Purchase Orders/contracts carefully and see whether everything is in order. If not, he will immediately take up with Purchase Deptt./Division for necessary rectification.
- 17.3: On checking, when the Purchase Orders/Contracts are found alright in all respects, the Account Officer/Finance Officer will process applications for Licence and Letter of Credit as quickly as possible but not later than 3 (three) days of the receipt of Order/Contract. Accounts Deptt./Divn. in the Enterprises/Projects and Finance Division in the Head Office will work in such a co-ordinated way that the Letter of Credit is established within 7 (seven) days from the date of receipt of Purchase Order/Contract.
- 17.4: Having received Import Licence and Letter of Credit from the office of the Chief Controller of Imports and Exports and the nominated/designated Commercial Bank, the concerned dealing officer in Accounts or Finance Deptt./Divn. will make necessary scrutiny to see whether the Licence and the Letter of Credit have been established exactly as per terms and conditions of the Purchase order/Contract. If not, he will do the needful for necessary rectification.
- 17.5: On receipt of the Licence and the Letter of Credit from Accounts/Finance Deptt/Divn. the concerned Purchase Officer will carry out further checking and if everything is found in order, he will notify the particulars of the Letter of Credit to the Supplier/Contractor with copy to MPIC and User's Deptt. (Specimen given at annexure-XVIII)

17.6: In the similar manner, as and when advised by Purchase Deptt./Divn. amendment/extension of Letter of Credit will be made by Accounts/Finance Deptt./Divn. within 3 (three) days and the desired amendment/extension be forwarded to Purchase Deptt./Divn. for onward transmission to the Supplier/Contractor within 7 (seven) days.

#### 18. INSPECTION OF STORES

- 18.1: To ensure quality, quantity, packing, marking, etc. inspection of the imported goods will be arranged at Buyer's cost prior to shipment through a well reputed inspection Agency.
- 18.2: Inspection Certificate issued by the Inspector will form an integral part of the original shipping documents and without this certificate no foreign Supplier/Contractor shall be allowed to draw payment against Letter of Credit established in their favour. For this purpose a suitable clause is to be incorporated in the foreign purchase order/contract.
- 18.3: However, in the cases of spare parts, proprietary items and specific goods from traditional and reliable Supplier or items of small value, the requirement of pre-shipment inspection may be relaxed as outlined in the Directive Part of the Manual. But in these cases manufacturer's warranty for free replacement/replenishment/rectification of defects in design, manufacture, materials, workmanship, performance or wrong supply/short supply etc. will be required to be provided by the Suppliers/Contractors and the same will, in lieu of Inspection Certificate, form an integral part of the original shipping documents required for drawal of payment against L/C.
- 18.4: In the case of local supplies inspection of goods in respect of quality, quantity, packing, etc. will be arranged by an authorised official of the Buyer or by an outside agent appointed for the purpose.
- 18.5: Inspection report given by the Inspector for the locally purchased items, will be considered as an important document for issuance of M. R. R. and settlement of Supplier's/Contractor's bills.

## 19. INSURANCE

- 19.1: In all cases of foreign purchase irrespective of value; insurance cover of the consignment on 'Ware-house to Ware-house' basis is to be arranged by Accounts/Finance Deptt./Divn. under Marine Insurance Open Policy taken out for the purpose by Head Office Finance Division.
- 19.2: Tenders should, therefore, be invited on C&F (C)/C&F basis and not on CIF basis and purchase order/contract will 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 the goods:-
- 19.2.1: Purchase Order/Contract No. with date.
- 19.2.2: Description of goods.
- 19.2.3: Total No. of packages/cases.
- 19.2.4: Total C&F value of the consignment.
- 19.2.5: Name of the ship.
- 19.2.6: Bill of Lading No. with date.
- 19.2.7: Port of loading and port of discharge.
- 19.3: Copy of such intimation to the Insurer is to be endorsed to the Accounts/Finance Deptt./Divn. as well as to Purchase Deptt./Divn. by the Supplier/Contractor so that proper follow-up may be made with the Insurer for covering insurance of the consignment in time. In case the Suppliers/Contractors fail to do so, they will be responsible to compensate the Buyer for any damage or loss that may be caused 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.
- 19.4: In the cases of local supplies on ex-Mill/ex-godown delivery basis transit insurance will be arranged by the Buyer.

## 20. RETIREMENT OF SHIPPING DOCUMENTS

- 20.1: On receipt of shipping advice by telex/cable/telephone from the Supplier/Contractor the concerned purchase officer will request the Accounts/Finance Deptt./Divn. in writing to keep in touch with the L/C opening Bank about arrival of the original shipping documents.

20.2: As soon as confirmation about arrival of original shipping documents is received, the concerned Accounts/Finance Officer will make necessary arrangement for retirement of documents from the bank as quickly as possible so that the consignments can be cleared from customs within the admissible free time without payment of demurrage. In case there occurs some delay in receiving the original shipping documents, arrangement may be made for getting the copy of shipping documents endorsed by the designated commercial bank for the purpose of early clearance of goods.

20.3: On receipt of the original shipping documents the concerned Accounts/Finance Officer will carefully check the documents to see if there is any major discrepancy therein. If any thing to the disadvantage of the Buyer is detected, he will immediately take up with the L/C opening Bank to stop payment and rectify the discrepancy.

20.4: 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 Office/C&F Agent under intimation to Purchase Deptt./Divn. for clearance of goods.

## 21. CLEARANCE AND DESPATCH OF GOODS

21.1: After receipt of the original shipping documents, the Shipping Office/C&F Agent will check the same and see whether all relevant papers/documents such as Import Licence, Letter of Credit, No Objection Certificate etc. have been made available to them for clearance of the goods. In case of any short-coming the matter should be immediately taken up with the Accounts/Finance Deptt./Divn. for appropriate action.

21.2: Only after the Shipping Office/ C&F Agent is fully satisfied, the Bill of Entry supported with 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.

21.3: It will be the responsibility of the C&F Agent to get the goods assessed under correct B.C.T. (Bangladesh Customs Tariff) Head.

- 21.4: 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.
- 21.5: As soon as the assessment is completed, the C&F Agent will approach the Shipping Office or the Enterprise/Project management as the case may be for remittance/payment of duty and taxes.
- 21.6: After the duty, taxes and other dues/charges are paid, the C&F Agent will take all necessary steps for clearance of the goods from the port and arrange for despatch of the same to the Enterprise/Project concerned either by themselves or through the appointed Carrying Contractor as per terms of their appointment.
- 21.7: 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.
- 21.8: In case of any apparent damage of the goods, the C&F Agent will arrange for joint survey within the prescribed allowable time for lodging and recovering of Insurance Claim.

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

- 22.1: Receipt of all materials delivered to the Store will have to be acknowledged through M. R. R. (Specimen given at annexure-XIX).
- 22.2: For cash-purchased items quality checking will be carried out in the Seller's premises by the representative of the User's Department and no further quality checking will be necessary after delivery of the goods to the Store. Hence, MRR for the cash-purchased items will have to be issued on the very day or at best the following day of the receipt of goods in the Store for convenience of adjustment of advance drawn for cash purchase.

- 22.3: For tender-purchased items quality checking will be done after receipt of the goods in the Store. On the very day of delivering the goods to the Store or the following day written request (Specimen given at annexure-XX) will be sent to the Quality Control Department or the User's Department as the case may be for checking and certifying the quality of goods. Such quality checking will have to be completed and report given as early as possible but **not later than 3 (three) days** from the date of receipt of request for quality checking.
- 22.4: **Within 2/3 (two/three) days** of the receipt of quality checking report MRR will have to be issued for settlement of Supplier's/Contractor's bills.
- 22.5: Goods found technically not acceptable on quality checking against tender purchase, will be immediately rejected and the Supplier/Contractor concerned be notified for taking back the rejected goods within a specified time.

## 23. PAYMENT OF SUPPLIER'S/CONTRACTOR'S BILLS

- 23.1: All bills received in the Purchase Deptt./Divn. will be entered in the Bill Register first and then be passed on to the respective section for processing.
- 23.2: The concerned dealing officer will check and see whether the bills are complete in all respects. If so, he will process the bills and send it to Accounts Deptt./Divn. duly certified **within 3 (three) days** from the date of receipt, for payment. The 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 Deptt./Divn. **within 3 (three) days** duly certified for payment as mentioned above.
- 23.3: On receipt of the bills duly certified by Purchase Deptt./Divn., Accounts Deptt./Divn. will enter the bills in their Bill Register and then process for payment to the Supplier/Contractor **within 3 (three) days** from the date of receipt. If any major discrepancy is detected, the bills may be returned to the Purchase Deptt./Divn. with a note of objection **within 3 (three) days** from the date of receipt.

23.4: Purchase Deptt./Divn. within 3 (three) days of the return of the bills by Accounts Deptt./Divn., will meet the objections and send the bills to Accounts Deptt./Divn. for necessary action at their end. If Purchase Deptt./Divn. is not in a position to meet the objections raised by Accounts Deptt./Divn., the bills may be returned to the Supplier/Contractor concerned pointing out the cause of return and advising to submit fresh bill in terms of the order/contract.

23.5: After a bill is approved for payment by the competent authority, the Accounts Deptt./Divn. will, within 3 (three) days from the date of approval, draw a crossed 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 representative by hand on proper identification.

#### 24. LATE DELIVERY AND LIQUIDATED DAMAGES

24.1: At the time of floating tender enquiry and also at the time of placing purchase order/contract a suitable clause is to be incorporated to the effect that if the Suppliers/Contractors fail to deliver goods within the agreed delivery period, liquidated damages equivalent to ½% (half percent) up to 3 (three) months of delay and ¼% (quarter percent) for the period beyond 3 (three) months per week or part thereof on the value of undelivered goods will have to be paid by them.

24.2: 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.

24.3: In case of delay in delivery beyond 45 (forty five) calendar days for local items and 100 (one hundred) calendar days for import-items, purchase order/contract may be cancelled in which case Performance Security/Guarantee will be forfeited.

24.4: On genuine reasons/grounds beyond the control of the Suppliers/Contractors, extension of delivery period may, however, be granted without realisation of any liquidated damages provided validity of their Bank Guarantee furnished as Performance Security/Guarantee covers such extension.

#### 25. TYPE OF PURCHASE

25.1: There will be 5 (five) types of purchases altogether as under:-

##### 25.1.1: Purchase against Single Tender

25.1.1.1: If the items are purely of proprietary nature or available with a particular source of supply, the procurement will be made direct from the Manufacturer or their authorised Agent.

25.1.1.2: Tender enquiry with detailed terms and conditions will be sent to the Manufacturer or their authorised Agent free of cost under registered post or under certificate of posting inviting quotation from them within a specified period of time.

25.1.1.3: On receipt of the quotation it is to be carefully examined to see whether the price quoted is reasonable and consistent with the last purchase price and if not, all-out efforts should be made to get the price reduced as far as possible.

25.1.1.4: The purchase will be processed through the designated Tender Committee as usual.

##### 25.1.2: Purchase against Limited Tender

25.1.2.1: When the goods are purely of non-proprietary nature and their estimated value is Tk. 1 (one) lac or below, tender enquiry with detailed terms and conditions will be sent to the enlisted Suppliers/Contractors free of cost under registered post or under certificate of posting only allowing a specific time for submission of sealed quotation.

25.1.2.2: On receipt of the quotations, purchase will be processed through the designated Tender Committee after observing all necessary formalities such as preparation of comparative statement, technical scrutiny etc.

**25.1.3: Purchase against Press Tender**

25.1.3.1: When the goods are purely or non-proprietary nature and their estimated value is over Tk. 1 (one) lac, sealed quotations are to be invited by floating tender enquiry in the widely circulated newspapers.

25.1.3.2: On receipt of the quotations, purchase will be processed through the designated Tender Committee after observing all necessary formalities such as Commercial scrutiny, preparation of comparative statement, technical scrutiny etc.

**25.1.4.: Purchase against Spot Tender**

25.1.4.1: 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, Spot Enquiry will be made to the bonafide dealers/stockists/traders through a team of 3 (three) officials- one from Purchase, one from Accounts and one from User's Department.

25.1.4.2: Minimum 3 (three) sealed quotations are to be collected against Spot Tender Enquiry.

25.1.4.3: Purchase against Spot Tender will be processed through the designated Tender Committee in the same way as is required to be done in the case of press Tender and Limited Tender.

25.1.4.4: Purchase against Spot Tender shall be limited to Tk. 50,000/- (Taka fifty thousand) at a time in an individual case. However, in exceptional cases of extremely emergency nature purchase beyond this limit may be made with the prior approval of the concerned Director-in-charge and Finance Director of the Corporation.

**25.1.5: Cash Purchase**

25.1.5.1: Only in exceptional and emergency cases, purchase upto a limit of Tk. 25,000/- (Taka twenty five thousand) for an item or a group of items at a time may be made to tide over any un-anticipated shortage of material.

25.1.5.2: Cash purchase beyond the permissible limit of Tk. 25,000/- (Taka twenty five thousand) for an item or a group of items is not allowed. However, in extreme cases of emergency, cash purchase beyond the above limit may be made with the prior written approval of concerned Director In-Charge and the Finance Director of the Corporation.

25.1.5.3: For cash purchases involving Tk. 1 000/- (Taka one thousand) or below, the representative of the User's Deptt. may be authorised to make the purchase against cash memo and no supporting quotation shall be necessary. But the officer making the purchase shall certify that he has visited genuine shops and made the purchase on lowest price basis. Such certificate (annexure-XVI) shall be necessary for adjustment of advance drawn for the cash purchase.

25.1.5.4: For cash purchase involving over Tk. 1,000/- (Taka one thousand) and upto Tk. 5,000/- (Taka five thousand) a 2 (two) member-committee, one from Purchase and one from User's Deptt. will be authorised to make the purchase against cash memo and no supporting quotation shall be necessary in this case also. But the committee members shall certify that they have visited at least 4/5 genuine shops and made the purchase at lowest available price. Without such certificate (annexure-XVI) no adjustment of advance drawn for the cash purchase shall be made.

25.1.5.5: Cash purchases involving over Tk. 5,000/- (Taka five thousand) will be made through a Committee of 3 (three) officers- one from purchase, one from Accounts and one from User's Deptt. The committee will visit genuine shops in the market and verify the quality and price of the goods. Thereafter, they will collect minimum 3 (three) quotations from the best available sources and make the purchase on lowest price basis.

25.1.5.6: The official representing the User's Department shall check and certify the quality of goods on the spot at the time of purchase.

25.1 5.7: For every cash purchase, proper and full justification shall be provided in a separate sheet by MPIC/User's Deptt. and that sheet must be attached to the relevant SPR.

## 26. INTER-ENTERPRISE PURCHASE

26.1: Items produced by or available with any of the Enterprises of BCIC will have to be purchased from them directly without recourse to tender formalities.

26.2: Inter-Enterprise Purchase System will, however, not be applicable in the case of goods valuing less than Tk. 25,000/- (Taka twenty five thousand). Because, such small purchase may not be economical both for the Buyer as well as for the Seller.

## 27. INTER-CORPORATION PURCHASE

27.1: Items produced by any of the Sector Corporations will be purchased direct from the manufacturing Mills/Factory without observing tender formalities provided the price is reasonable and competitive and also provided the quality of material is in conformity with the technical requirements.

27.2: If the price appears to be high, fruitful negotiation may be made to get the price reduced at Enterprise level or if necessary, at Corporation level. In case favourable result is not achieved, purchase may be made from outside at a cheaper price.

## 28. PURCHASE AGAINST SINGLE OFFER

It will not be wise and advisable to ignore the Single Offer (less than 3 offers) always. In specific cases where the quoted price is reasonable and competitive in relation to previous/last purchase price and where procurement through re-tendering is likely to cause dislocation of work/production, purchase against Single Offer may be considered after observing all necessary formalities as per guideline laid down at Article -7.

## 29. PURCHASE AGAINST LOAN/CREDIT/ GRANT/BARTER ETC.

29.1: In cases of procurement against Loan/Credit/Grant/Barter etc. deviation from normal purchase rules and procedures may be made to such an extent as called for by the terms agreed upon in the respective Protocol between the Donor and the Recipient country.

29.2: Utmost care should be taken to ensure that purchase is made at a competitive price against any Loan/Credit/Grant/Barter etc. For this purpose the Purchasing Agency will maintain regular information on price data and this information should be used to check the competitiveness of offers. If necessary, the services of the Trade Information Centre under the Ministry of Commerce and the Bangladesh Missions abroad should be utilised to collect price information.

## 30. REPEAT ORDER

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

30.1.1: the Supplier agrees in writing to accept a repeat order;

30.1.2: the quantity of repeat order does not exceed the quantity of the original order;

30.1.3: the repeat order is placed positively within 180 (one hundred eighty) days from the date of the original order;

30.1.4: terms, conditions and price of the repeat order are the same as those of the original order;

30.1.5: price of material in the repeat order has not fallen below what was in the original order;

30.1.6: a particular material is not purchased more than once by repeat order.



### 31. RATE CONTRACT/RUNNING CONTRACT

- 31.1: In those cases where some goods/services are frequently and almost regularly required, instead of making frequent and separate contracts it will be convenient and economical to go for Running Contract/Rate Contract provided such Running Contract/Rate Contract does not cause any financial loss to the Buyer.
- 31.2: A Running Contract or Rate Contract will be made at an agreed price over a certain period of time.
- 31.3: A Running Contract/Rate Contract should usually be made for one year with a provision for extension for another one year. Where advantageous, such contract may be extended for further one year on mutual agreement.
- 31.4: Press Tender Enquiry specifying all terms and conditions of Running/Rate Contract is to be floated in those cases where the total involvement is over Tk. 1 (one) lac.

### 32. ENLISTMENT OF SUPPLIERS/CONTRACTORS

- 32.1: For convenience of procurement against Limited Tender Enquiry, enlistment of general Suppliers/Contractors is absolutely necessary. In the last quarter of every alternate financial year Purchase Deptt./Divn. will, therefore, invite applications through advertisement in the newspapers for enlistment of Suppliers/Contractors for a term of next 2 (two) financial years. Such Advertisement should be published at least in 2 (two) leading dailies- one English and one Bengali.
- 32.2: Notice of the press advertisement alongwith prescribed application form (Specimen given at annexure-XXI) containing detailed terms and conditions should be sent to the Chamber of Commerce and Industry for information of the interested parties. A copy of the advertisement notice and the detailed terms and conditions of enlistment should also be hung on the Notice Board of Purchase Deptt./Division for information of all.

- 32.3: The prescribed application form will be sold at Tk. 25/- (Taka twenty five) per set to the intending Suppliers/Contractors from the office of (i) The Controller of Accounts, BCIC Head Office (ii) The Accountant-in-Charge of the concerned Enterprise/Project and (iii) The Accountant-in-Charge of the Shipping and Liaison Office, Chittagong.
- 32.4: As far as possible, enlistment will be made categorywise. That means, Suppliers/Contractors interested in business for certain group or groups of items will be enlisted for that particular group of items only.
- 32.5: For each category or group of items an enlistment fee of Tk. 100/- (non-refundable) together with a fixed deposit of Tk. 3000/- (refundable) in the form of Pay Order/Demand Draft/Defence Saving Certificate/National Saving Certificate duly pledged in favour of the Corporation/Enterprise/Project will have to be submitted alongwith their application. The total amount of fee and fixed deposit for enlistment for 4 (four) or more groups of items shall not exceed Tk. 400/- (Taka four hundred) and Tk. 10,000/- (Taka ten thousand) respectively. Besides the fixed deposit (which will be ultimately treated as Earnest Money/Bid Bond and Performance Security) and the enlistment fee, attested photocopy of (i) Valid Trade Licence (ii) G.I.R. No. showing upto date clearance of Income Tax (iii) Financial Solvency Certificate from any Scheduled Bank in Bangladesh (iv) Proprietorship/Partnership Deed, will have to be furnished alongwith the application.
- 32.6: Each enlistment shall be valid for a term of 2 (two) financial years and be renewable on payment of a renewal fee of Tk. 50/- (non-refundable) for each category and Tk. 200/- for 4 or more categories subject to satisfactory performance during the preceding years.
- 32.7: Purchase Deptt./Divn. will verify the information/particulars furnished by an applicant and if found genuine and acceptable, will take necessary steps for enlistment of the firm.
- 32.8: Enlistment fee of the unsuccessful applicants will be returned within the shortest possible time by registered post or by hand on proper identification.

- 32.9: Tender enquiry for purchase of non-proprietary items within Tk. 1.00 (one) lac will be sent to the enlisted Suppliers/Contractors under registered cover or under certificate of posting in each and every case.
- 32.10: Where the No. of enlisted Suppliers/Contractors for a particular category of stores falls below 6 (six), tender enquiry may be sent to the enlisted Suppliers/Contractors of the neighbouring Enterprises/Projects under BCIC for better participation and competition. If the No. 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 but genuine firms/shops dealing in that particular category of goods.
- 32.11: The enlisted Suppliers/Contractors will not be required to submit any Earnest Money/Bid Bond nor any Performance Security/Guarantee while they will participate in a Limited Tender Enquiry. But in the case of non-enlisted Suppliers/Contractors they will have to furnish Earnest Money/Bid Bond and Performance Security as usual.
- 32.12: Enlistment may be cancelled for the following reasons :-
- 32.12.1: If a Supplier/Contractor fails to fulfil his contractual obligations satisfactorily for the 2nd time in a year.  
or
- 32.12.2: If a Supplier/Contractor fails to submit offer against 6 (six) successive tender enquiries.  
or
- 32.12.3: If a Supplier/Contractor makes a written request for cancellation of his enlistment on personal ground/difficulty.  
or
- 32.12.4: If 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.
- 33. PRE-QUALIFICATION OF SUPPLIERS/CONTRACTORS**
- 33.1: In order to ensure procurement from genuine sources of supply and screen out unreliable and bogus parties particularly for the sensitive and first moving items, pre-qualifying of Suppliers/Contractors/Manufacturers/Commission Agents sometimes becomes imperative.

- 33.2: 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 the leading newspapers.
- 33.3: On receipt of the applications, all terms and conditions stipulated by the applicants are to be thoroughly and carefully checked and those who are found to have met the requirements of pre-qualification, will be pre-qualified.
- 33.4: Pre-qualification may be made for a period of 2 (two) years and during this period instead of floating Press Tender Enquiry, the pre-qualified firms will be asked to submit sealed quotation as per terms and conditions laid down in the tender documents.
- 33.5: Price of the tender documents will be fixed according to the value of stores to be procured as per guideline given in the Directive Part of the Manual at Article No. 5 and be realised from the bidders.
- 33.6: All other purchase formalities will be the same as that of the press tender.
- 34. APPOINTMENT OF CLEARING AND FORWARDING AGENT (C&F AGENT)**
- 34.1: For clearance of import consignments from Customs well experienced, reliable and dependable C&F Agent(s) is to be appointed for a term of 3 (three) years and no extension/renewal of contract shall be allowed.
- 34.2: For the purpose of appointment of C&F Agent detailed terms and conditions safeguarding the interest of the Organisation are to be worked out first and then sealed quotations be invited from the Govt. Licensed genuine and bonafide firms through advertisement in the widely circulated newspapers.
- 34.3: Appointment will be made from amongst those bidders whose offers are found valid and acceptable as per tender terms.

34.4: Requisite amount of Performance Security/Guarantee in the form of unconditional Bank Guarantee/Pay Order/Bank Draft from any Scheduled Bank in Bangladesh is to be obtained from the selected C&F agent in order to ensure satisfactory performance from them.

34.5: The appointment of C&F agent should be processed through Tender Committee.

### **35. APPOINTMENT OF INSPECTION AGENT**

35.1: Except for the purely proprietary items and the items of small value, pre-shipment inspection and/or post landing inspection is required for all other items and therefore, for the purpose of inspection of goods before delivery and/or after delivery Internationally reputed Inspection Agents are to be appointed through fair competition.

35.2: Detailed terms and conditions for appointment of Inspection Agent are to be determined first and then sealed quotations be invited from the bonafide Inspection Agents of international repute through advertisement in the widely circulated newspaper.

35.3: After receipt of the quotations these are to be thoroughly and carefully examined and the lowest evaluated bidder be appointed as Inspection Agent for a term of 3 (three) years and no extension or renewal of contract shall be allowed.

35.4: Requisite amount of Performance Security/Guarantee in the form of unconditional Bank Guarantee/Pay Order/Bank Draft from any scheduled Bank in Bangladesh is to be obtained from the selected party for safeguarding the interest of the organisation in respect of satisfactory services.

35.5: The appointment of Inspection Agency should be processed through Tender Committee.

### **36. APPOINTMENT OF CARRYING CONTRACTOR**

36.1: For transportation of goods by Rail/River/Road from different clearance/supply points well experienced, reliable and dependable Carrying Contractor (s) is to be appointed for a term of 3 (three) years and no extension or renewal shall be allowed after expiry of the contract.

36.2: For the purpose of appointment of Carrying Contractor(s) detailed terms and conditions safeguarding the interest of the organisation are to be worked out first and then sealed quotations be invited from the genuine and bonafide firms engaged in carrying business through advertisement in the widely circulated newspapers.

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

36.4: Requisite amount of Performance Security/Guarantee in the form of unconditional Bank Guarantee/Pay Order/Demand Draft from any Scheduled Bank in Bangladesh is to be obtained from the selected Carrying Contractor(s) in order to ensure satisfactory performance from them.

36.5: Appointment Carrying Contractor will be processed through Tender Committee

### **37. MAINTAINING OF REGISTERS**

37.1: For convenience of keeping track of progress of action at different stages of procurement all basic and important information will be maintained in the form of a Register by the concerned Departments/Divisions as under:-

#### **37.1.1: SPR Register**

This Register will be maintained by Purchase Department/Division as per proforma at annexure-XXII.

#### **37.1.2: Procurement Progress Register**

This Register will be maintained by Purchase Department/Division as per proforma at annexure-XXIII

#### **37.1.3: Order/Contract Register**

2 (two) Registers- one for local supply orders and another for foreign supply orders will be maintained by Purchase Department/Division as per proforma at annexure-XXIV & XXV.