

37.1.4: Cash Purchase Register

To keep proper account of cash purchases a Register is to be maintained by Purchase Deptt./Divn. as per proforma at annexure-XXVI.

37.1.5: L/C Register

This Register will be maintained by Accounts Deptt. in the Enterprise/Project and Finance Divn. in the Corporation Head Office as per proforma at annexure-XXVII.

37.1.6: Shipping Register

This Register will be maintained by the BCIC Shipping and Liaison Office, Chittagong and by the C&F Section of Purchase Department in the Enterprise/Project as per proforma at annexure-XXVI.

37.1.7: Bill Register

This Register will be maintained by Purchase Deptt./Divn. as per proforma at annexure-XXVIII.

37.2: This Head of the concerned Department/Division will check the Registers once in a week to see whether or not the Registers are being properly maintained by the respective dealing officers.

37.3: The Head of the Enterprise/Project/Shipping and Liaison Office will make surprise check of the Registers at least once in a month in order to exercise control over the activities of the Department.

**P A R T - III
FORMS AND FORMATS**

FORMS AND FORMATS

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ANNEXURE-I

STORES PURCHASE REQUISITION FORM (SPR)

SPR No. _____
Date _____

Section/Department/Division/Enterprise/Project requiring the Stores.....

Item No.	Stores Code No.	Description with full specifications of stores	Unit	Monthly consumption	Quantity in stock	Qty. in pipe line (i.e. Shipped & in transit)	Qty. on order	Qty. to be procured	Estimated price		Date by which the material is required	Last purchase price per unit with mention of purchase order No. & date	Name & complete mailing address of the probable suppliers
									Unit price	Total value			
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.		11.	12.	13.

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

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

Requisitioning Officer

Head of the Requisitioning Department/Division

I/c, Stores/Stock Adm.

Head of MPIC Department/Division

Head of Accounts Divn./Deptt.

Approved by
Head of the Enterprise/Project.

TENDER NOTICE (Proforma Pattern)

The General Manager (Purchase)/Dy. General Manager
(Purchase)/Manager (Purchase)

..... (address) hereby
invites sealed quotations as under:-

Sl. No.	Tender Enquiry No.	Description of goods	Terms of delivery	Due date of opening	Price of tender documents (non-refundable)	Earnest Money	Source of Financing
1.	2.	3.	4.	5.	6.	7.	8.

Tenders will be received upto 11 a.m. on the date mentioned above and be opened the same day immediately thereafter in presence of the tenderers' representatives, if any.

Tender documents with detailed specifications, terms and conditions will be available on all working days from 9.00 a.m. to 12-30 p.m. on payment of the prescribed price in cash from the office of:-

- (i) The Controller of Accounts, BCIC Head Office, BCIC Bhaban, 30-31, Dilkusha Commercial Area, Dhaka.
- (ii) The General Manager, BCIC Shipping and Liaison Office, 107, Agrabad Commercial Area, Chittagong.
- (iii) The Head of Accounts Department of (Enterprise/Project).

No tender documents will be sold on the date of tender opening.

TENDER NOTICE (Descriptive Pattern)

Sealed tenders are hereby invited on 'C&F (C)' or 'Free delivery at site' basis for supply of against Tender Enquiry No dated The tenders accompanied with 1% Earnest Money/ Bid Bond and also Money Receipt evidencing purchase of tender documents will be received up to a.m. on 198 and be opened immediately thereafter the same day. On payment of Tk. in cash (non-refundable) the tender documents will be available from the office of the (i) The Controller of Accounts, BCIC Head Office, 30-31, Dilkusha C/A, Dhaka. (ii) The Head of BCIC Shipping and Liaison Office, 6, Agrabad C/A, Chittagong and (iii) The Head of Accounts Department of (Enterprise/Project)

No tender documents will be sold on the date of tender opening.

TENDER DOCUMENTS
(FOR FOREIGN PURCHASE UNDER
TWO ENVELOPE SYSTEM)

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

PURCHASE DEPARTMENT/DIVISION

Phone:

Telex:

Cable:

Ref. No.-Tender Enquiry No. Dated:

M/s.

Subject:- Tender enquiry for procurement
of

Dear Sirs,

Sealed tenders are hereby invited in accordance with the International Competitive bidding procedures for supply of items as detailed in the attached schedules under the following terms and conditions:-

1. DATE AND TIME OF CLOSING OF TENDER

Tenders will be received up to 11 a.m. on

2. PLACE OF SUBMISSION OF TENDER

Tenders will be received in the office of the

(Head of Purchase Deptt./Divn.)

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

3. DATE AND TIME OF OPENING OF TENDER

Tenders will be opened immediately after closing at 11 a.m. on..... in presence of the tenderers or their authorised representatives.

4. BIDDING INSTRUCTIONS

4.1: Bidders will use 2 (two) separate envelopes - one for **Technical Proposal** and the other for **Price Offer** and the individual envelope should be marked accordingly.

4.2: The Technical Proposal as well as the Price Offer in 2 (two) separate envelopes duly sealed and marked is to be dropped simultaneously in the Tender Box provided for the purpose.

4.3: The Technical Proposal will contain full information as required for proper technical evaluation of the bid and will include the following:-

4.3.1: Full technical specifications and details.

4.3.2: Catalogues/Leaflets/Brochures/Illustrative Literature.

4.3.3: Manufacturing and foundation drawings, flow sheets including P & I Diagram.

4.3.4: Data providing history of the bidding/manufacturing Company, its financial standing and technical ability.

4.3.5: Information about manufacturing facilities and the back ground of the technical personnel employed.

4.3.6: Battery limit condition.

4.3.7: Experience of the similar work and services during the last 3 (three) years.

4.3.8: Money Receipt evidencing purchase of tender documents.

- 4.3.9: Certificate confirming submission of Bid Bond/Earnest Money alongwith the Price/Commercial Offer.
- 4.4: The Price/Commercial Offers will contain only the price of the offered goods and be duly supported with the following:-
- 4.4.1: Price schedule.
- 4.4.2: Original proforma invoice of the Principal Supplier/Manufacturer.
- 4.4.3: Bid Bond/Earnest Money.
- 4.5: Technical Proposal will be opened first in presence of the bidders or their representatives immediately after closing of the tender. At the same time the envelope containing Commercial offer will be noted and placed in a separate Cabinet.
- 4.6: The Price/Commercial Offers of only those bidders whose Technical Proposals will be found valid and acceptable on technical evaluation, will be opened on a subsequent date to be notified later on in writing to the bidders.
- 4.7: If any Technical Proposal after being examined is found to be defective or not in conformity with the tender requirements and specifications and thus found un-acceptable, the corresponding Price Offer shall not be opened and shall be disregarded and returned unopened to the bidder concerned.
- 4.8: The bids shall be submitted in triplicate. The original offer shall be put in an inner and outer envelopes and both the envelopes shall be sealed and marked as 'original'. In the similar way, each copy of the offer shall be enveloped, sealed and marked as 'copy'.
- 4.9: Both the inner and the outer envelopes shall be addressed to (Head of Purchase Deptt./Divn.)

- 4.10: The outer envelope shall bear the tender enquiry No. and the due date and time of tender opening while the inner envelope shall indicate the name and full mailing address of the bidder so as to enable the Purchaser to return the unopened bid, in case it is declared 'Late/Delayed'.

- 4.11: If the outer envelope is not properly sealed, marked and inscribed as instructed above, the Purchaser shall assume no responsibility for misplacement or premature opening of the bid.

5. AMENDMENT TO TENDER DOCUMENTS

- 5.1: At any time prior to deadline for submission of bids the Purchaser may, for any reason, whether of his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendments.
- 5.2: The amendment will be notified in writing or by telex or by cable to all prospective bidders who have purchased the tender documents and the same will be binding on them.
- 5.3: In order to afford the prospective bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser may at his sole discretion extend the deadline for submission of bids.

6. BID LANGUAGE

The bids and all correspondences and documents relating thereto exchanged by the bidders and the Purchaser, shall be written in English language.

7. BID CURRENCIES

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

8. BID PRICES

- 8.1: Bidders shall quote their firm and final price on 'C&F (C) Liner Term, Chittagong/Chalna' basis. C&F (C) stands for cost, freight and commission. Freight shall be paid at actuals against freight memo but not exceeding the amount shown in the bid. Local Agent's commission, if any shall be paid in non-convertible Bangladesh currency.
- 8.2: FOB price, freight and commission shall be shown separately. The FOB price shall include the cost of sea worthy packing of International standard and shall be deemed to have included duties, taxes and levies imposed by the Government or its agencies of the exporting country.
- 8.3: No escalation of price whatsoever shall be entertained during the bid-validity or the period of enforceability of the order/contract.

9. BID VALIDITY

The bids shall be kept firm and valid for consideration of the Buyer for a period of minimum..... (.....) calendar days from the date of bid opening and be extended further on the request of the Purchaser.

10. EARNEST MONEY/BID BOND

- 10.1: Bidders shall submit Earnest Money/Bid Bond equivalent to 1% (one percent) of the total quoted value subject to a maximum of 5.00 (five) lac and minimum of 1.00 (one) thousand in Bangladesh currency or in equivalent U.S. Dollar in the form of an unconditional Bank Guarantee (specimen enclosed) from any scheduled Bank in Bangladesh and the Bank Guarantee shall remain valid for a period of 120 (one hundred twenty) calendar days from the date of opening of the tender. The Bid Bond shall guarantee execution of the formal purchase order/contract and furnishing of a Performance Security/ Guarantee by the bidder if his bid is accepted by the Buyer.
- 10.2: If the successful bidder fails to furnish Performance Security/ Guarantee within (.....) days after receipt of Letter of Intent, the Letter of Intent so issued shall be deemed withdrawn and the Earnest Money/Bid Bond forfeited.

- 10.3: Those bids which are not accompanied with an acceptable Bid Bond shall be considered as Non-RESPONSIVE and be rejected.

11. PERFORMANCE SECURITY/GUARANTEE

- 11.1: Within (.....) days of the receipt of Letter of Intent from the Buyer the successful bidder shall submit a Bank Guarantee from any scheduled Bank in Bangladesh for an amount equivalent to% (..... percent) of the total Order/Contract value in Bangladesh currency or in U. S. Dollar. The Bank Guarantee shall be furnished as per proforma enclosed and shall ensure completion of all obligations under the Order/Contract. The Bank Guarantee shall be valid for a period of minimum 180 (one hundred eighty) Calendar days beyond the date of shipment of the goods.
- 11.2: Failure of the successful bidder to comply with the requirement of furnishing Performance Security/ Guarantee as aforesaid shall cause annulment of the award and forfeiture of their Earnest Money/ Bid Bond.

12. DELIVERY SCHEDULE

The Purchaser desires to have the earliest possible delivery of the goods covered under this invitation to bid and therefore, the bidders shall indicate a definite and realistic delivery period.

13. DRAWING, DATA AND LITERATURE

- 13.1: Drawings, data, descriptive literature as required in the specifications must be submitted with the bid and these shall contain sufficient detailed performance information for convenience of proper evaluation of the bid as to soundness, reliability, serviceability and efficiency of the offered goods. Failure of such information to show that the goods offered conform to the specifications shall cause rejection of the bid.
- 13.2: If the bidder submits literature prepared specially for the bid and if such literature contains any statement or data inconsistent with the requirements of the tender enquiry, those statements and data will be ignored and shall cause rejection of the bid.

14. COUNTRY OF ORIGIN

Country of origin of the goods must be indicated in the bid.

15. LATE BID

Any bid received after the deadline for submission of the bids, shall be treated/declared as Late Tender and be rejected and returned unopened to the bidder concerned.

16. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids the Purchaser may at his sole discretion, ask the bidders for any clarification of their bids. The request for such clarification and the response thereto shall be made in writing and no change in the price or substance of the bid be sought, offered or permitted.

17. PRELIMINARY EXAMINATION OF BIDS

17.1: The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether proper and requisite Bid Bond has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17.2: If there is any discrepancy between the unit price, and the total price the unit price shall prevail and the total price shall be corrected accordingly. If the bidder does not accept such correction of the errors, his bid shall be rejected. If there is any discrepancy between the words and the figures, the amount in words shall prevail.

17.3: Prior to detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid. For the Purpose of evaluation, a substantially responsive bid is one that conforms to all terms and conditions as contained in the tender documents without major deviation. The Purchaser's determination of the responsiveness of a bid will be based on the contents of the bid itself without recourse to extrinsic evidence.

17.4: A bid determined as substantially non-responsive shall be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

17.5: The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing order of any bidder.

18. EVALUATION AND COMPARISON OF BIDS

For convenience of evaluation and comparison of bids the Purchaser will convert all bid prices expressed in the amounts in various currencies into Bangladesh currency on the basis of exchange rate (selling rate) published by Bangladesh Bank or its authorised Commercial Bank prevalent on the date of opening of the tender.

19. ASSESSMENT OF BID

The assessment of bids shall be made on the basis of tender terms, C&F/C&F (C) price to be converted into Bangladesh currency as per official rate of exchange (selling rate) prevalent on the date of opening of tender, technical specifications, nature and mode of packing, shipment schedule and any other points advantageous to the Purchaser.

20. AWARD OF ORDER/CONTRACT

The Purchaser will award the Order/Contract to that successful bidder whose bid has been considered to be substantially responsive and has been determined as the lowest evaluated bid.

21. SOURCE OF FUND

The purchase against this tender enquiry will be financed under

22. PURCHASER'S RIGHT TO ACCEPT OR TO REJECT BIDS

The Purchaser reserves the right to accept or to reject any or all bids and to annul the bidding process at any time prior to award of Order/Contract without assigning any reason therefor.

23. PURCHASER'S RIGHT TO INCREASE OR DECREASE QUANTITY OF GOODS

The Purchaser shall reserve the right at the time of awarding order/contract to increase or to decrease quantity of goods without any change in price or any other terms and conditions and it shall be binding on the Supplier/Contractor to accept the order/contract for the increased or decreased quantity at the originally quoted price.

24. SPECIAL CONDITIONS

- 24.1: No conditional bid shall be accepted.
- 24.2: No claim on the ground of typographical errors or errors in arithmetical calculation shall be entertained after opening of the tender and in such case the bidder shall be bound to supply the goods at their originally quoted prices.
- 24.3: Any addition or alteration to the specifications, prices or any other terms of the bid after opening of tender shall not only be ignored but shall also cause rejection of the bid.
- 24.4: Third party Bill of Lading shall not be acceptable.

- 24.5: Bids submitted on behalf of country with whom Bangladesh does not have any diplomatic relation shall not be accepted.
- 24.6: Bids shall be signed by a person who has an authority to enter into a contract with the Purchaser. If it is detected afterwards that the person signing the bid or documents forming part of the contract had no authority to do so, the Purchaser may without prejudice and othe civil and criminal remedies cancel the contract, forfeit the Performance Security/Guarantee and hold the signatory liable for all costs and damages.
- 24.7: In case the Supplier/Contractor is from a third country i.e. other than country of origin where from shipment will be made, a certificate from the manufacturer will have to be submitted alongwith the Proforma Invoice stating that if the Supplier/Contractor secures Order/Contract against the tender enquiry under reference, they will manufacture the goods and execute the Order/Contract on behalf of the Supplier/Contractor. In all other cases also manufacturer's certificate as aforesaid shall be submitted together with the Proforma Invoice.
- 24.8: Local agents who desire to participate in the tender shall indicate their Indenting Registration No. and Bangladesh Bank Permission No. supported with photo copies of documentary evidence issued by the Chief Controller of Import and Export, Govt. of Bangladesh and the Bangladesh Bank respectively. Bangladesh Bank Permission should show the eligibility to represent a particular Principals for a particular item.
- 24.9: Schedule of price and specifications duly completed, signed and sealed shall form an integral part of the bid.
- 24.10: The Purchaser reserves the right to accept any item or group of items against this tender enquiry unless the bidder expressly qualifies his bid by specific limitations.
- 24.11: The bidders must indicate full specifications of material, nature and mode of packing and definite date of shipment. Expressions like 'as per tender specifications', 'standard export packing', 'shipment as desired' etc. shall not be acceptable and may make the bid liable to disqualification.

- 24.12: The bidders must enclose with their bids the official Money Receipt evidencing purchase of tender documents.
- 24.13: The bidders shall enclose with their bids the original Proforma Invoice wherein the element of commission included in or extra on FOB prices for the local agent shall be clearly indicated. The Proforma Invoice shall also indicate the firm ocean freight or air freight as the case may be.
- 24.14: GENERAL CONDITIONS OF FOREIGN PURCHASE ORDER/CONTRACT FOR BCIC available free of charge from the office of the

 on production of the Official Money Receipt of purchase of tender documents, shall form an integral part of this tender enquiry and shall govern the tender enquiry.
- 24.15: Submission of bids shall mean acceptance of all terms and conditions laid down in the tender enquiry as well as in the GENERAL CONDITIONS OF FOREIGN PURCHASE ORDER/CONTRACT FOR BCIC unless expressly stated to the contrary by the bidders in their bids.

25. CAUSES OF REJECTION OF BIDS

- 25.1: The bids will be rejected for the following reasons/lapses:-
- 25.1.1: If the schedule of price and specifications is not enclosed with the bid duly filled in, signed and sealed.
- 25.1.2: If the Proforma Invoice/Cable Offer/Telex Offer in original showing FOB price, freight and commission if any, separately as well as the manufacturer's certificate as mentioned herein/before is not submitted alongwith the bid.
- 25.1.3: If Earnest Money/Bid Bond in proper form and in requisite amount is not submitted with the bid.
- 25.1.4: If the validity of Earnest Money/Bid Bond do not conform to the requirements of the tender enquiry.
- 25.1.5: If the Official Money Receipt evidencing purchase of tender documents is not furnished with the bid.

- 25.1.6: If the bidders make any addition or alteration to prices, specifications or any other terms and conditions of their bid after opening of tender.
- 25.1.7: If each and every page of the tender documents including the General Conditions of Order/Contract for BCIC is not signed and sealed by the bidders as a confirmation of their acceptance of the tender terms.
- 25.1.8: If the bid is made on behalf of a country with whom Bangladesh does not have any diplomatic relation.

Thanking you,

Yours faithfully,

.....
 (Signature)

.....
 (Name)

.....
 (Designation)

c.c.to:-

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

TENDER ENQUIRY SCHEDULE (FOREIGN PURCHASE)

Item No.	Name of the materials with complete specifications	Unit	Quantity	Net FOB price per unit	Freight per unit	Commission per unit (in amount & also in percentage)	C&F (C) price per unit	Total C&F (C) value	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Tenderer's quotation No. date

Signature with name, address and official seal of the tenderer
Telephone:

GENERAL CONDITIONS OF FOREIGN PURCHASE ORDER/CONTRACT FOR BCIC

1. RESPONSIBILITY FOR EXECUTION OF ORDER/ CONTRACT

The Supplier/Contractor shall be entirely responsible for successful execution of the Order/Contract in all respects in accordance with the terms and conditions as specified therein. If the goods inspected and approved by the Inspector, when received at ultimate destination, are found defective or not in conformity with the specifications or to have deteriorated as a result of improper packing or for some other reasons which could not have been detected at the time of first inspection, the Purchaser shall have the right to carry out a second time inspection through an independent Inspection Agency within 45 (forty five) days of the receipt of goods by the ultimate consignee. The findings of the independent Inspection Agency shall be binding on the Supplier/Contractor and if on Second time inspection, the goods are found to be of substandard quality or not conforming to technical specifications, the Purchaser may, in addition to recovery of the inspection charges from the Supplier/Contractor, exercise any of the following options and the Supplier/Contractor shall be bound to comply with the decision:-

- 1.1: to ask the Supplier/Contractor to replace the rejected goods with acceptable ones at the ultimate destination at his risk and cost with or without reserving the right for liquidated damages:
- 1.2: to cancel the order/contract and make risk-purchase of identical or equivalent goods where in the opinion of the Purchaser the original goods are not readily procurable. The additional cost uncurrred, if any due to such risk-purchase, shall be recovered from the defaulting Supplier/Contractor but they will not be entitled to any gain on risk-purchase. Besides the additional cost as referred to above, the Purchaser shall have the right to claim actual loss sustained due to cancellation of the order/contract.

2. PERFORMANCE SECURITY/PERFORMANCE GUARANTEE

- 2.1: The Performance Security/Guarantee furnished by the Suppliers/Contractors shall be forfeited in case they fail to fulfil their obligations in terms of the order/contract.
- 2.2: If the forfeiture of the Performance Security/Guarantee does not compensate in full the actual loss suffered due to non-execution or breach of contract in terms thereof, the Purchaser shall have the right to recover the loss from any other Performance Security/Guarantee furnished by the Supplier/Contractor in favour of any other Enterprise/Project of BCIC or from any bills lying with any Enterprise/Project on account of the Supplier/Contractor or in any other manner as deemed fit.

3. INSPECTION AND TEST

The Purchasing Agency shall have the right to arrange comprehensive inspection of the goods in respect of quality, quantity, packing, marking etc. by any Inspection Agent or their accredited representative prior to shipment subject to the following conditions:-

- 3.1: The Supplier/Contractor or their Principals shall accord necessary facilities to the Inspector or their accredited representative to carryout proper inspection of the goods.
- 3.2: In case the Supplier/Contractor or their Principals/Manufacturer fails to extend necessary facilities to the Inspector or their authorised representatives to perform inspection and test, the cost incurred for arranging such facilities for the purpose of inspection and test shall be recovered from the Supplier/Contractor or their Principals.
- 3.3: If the Supplier/Contractor or their Principals/Manufacturer officially calls the Inspector for inspection of goods and if, after arrival of the authorised representative of the Inspector, fails to place the goods for inspection, the fruitless journey performed by the Inspector shall be considered as an intervention and in such event the Supplier/Contractor or their Principals/Manufacturer shall be liable to pay to the Inspector the cost incurred by them for such journey.

- 3.4: The fees of the Inspector or their accredited representative shall be payable by the Supplier/Contractor or their Principals/Manufacturer in case of rejection of goods above 20% (twenty percent) and multiple intervention for stores falling below the minimum value of US\$.....(.....)

- 3.5: If any Supplier/Contractor or their Principals/Manufacturer fails to settle the Inspectors's claim, the same shall be settled by the Purchaser out of the amount of Letter of Credit or their Performance Security/Guarantee.

4. WARRANTY (APPLICABLE FOR MACHINERY AND EQUIPMENT)

- 4.1: The Supplier/Contractor or their Principals/Manufacturer shall warrant that the goods will be new and of best quality workmanship; shall have no defect in design or in manufacture, shall meet the requirements of specifications and shall be in all respects suited to the purposes intended for. The warranty shall be for a period of one year from the date of final acceptance of the goods or for a period of 18 (eighteen) months from the date of shipment.

- 4.2: The Supplier/Contractor or their Principals/Manufacturer shall remedy to the Purchaser free of cost all defects in design, materials and workmanship which may develop under normal use and which have been called to the attention of the Supplier/Contractor or their Principals/Manufacturer before expiry of the warranty period.

5. PACKING AND MARKING

- 5.1: The Supplier/Contractor or their Principals/Manufacturer shall provide such packing for the goods as is required to prevent the goods from damage or deterioration during transit to final destination. The packing shall be strong enough to withstand, without limitation, rough handling and exposure to rain and extreme temperature during transit and open storage.

- 5.2: The packing, marking and documentation within and outside the packages/cases shall comply strictly with such special requirements as will be expressly provided for in the order/contract and in any subsequent instructions given by the Purchaser.

5.3: Each Package/case shall have the following information distinctly printed in block letters on its outside:-

- 5.3.1: Final destination.
- 5.3.2: Name of the Consignee.
- 5.3.3: Letter of Credit No.
- 5.3.4: Short description fo goods.
- 5.3.5: Gross weight and net weight.
- 5.3.6: Volume measurement of package/case.
- 5.3.7: Name and address of the Seller.

6. SHIPPING INSTRUCTIONS

- 6.1: Shipment of goods shall not be effected on vessels of any country with whom Bangladesh doe not have any diplomatic relation.
- 6.2: Shipment of goods shall be made on vessels of Conference Line. If Conference Line fails to provide shipping space, a certificate from the concerned Conference Line Office shall be provided by the Supplier/Contractor or the Shipper to the effect that Conference Line vessels are not available for shipment of goods. If any port of shipment is not covered by Conference Line, the goods shall be shipped on regular liner vessel. In all cases preference shall, however, be given to Bangladesh Flag Vessel when such vessels are available at the time of shipment.

7. INSURANCE

- 7.1: The Purchaser will obtain a foreign currency open cover note under Marine Insurance Policy, which shall be such as to allow complete replacement of any article lost or damaged. The Insurance Policy will be obtained by the Purchaser upon receipt of express cable/telex advice of shipment of goods, which the Suppliers/Contractors or their Principals will send within a day of loading for shipment followed by a confirmation copy by registered post.
- 7.2: In addition to the cable/telex advice the Suppliers/Contractors or their Principals shall furnish a declaration of shipment containing full particulars of the consignments including the No. of packages/cases, name of the vessel, sailing date, port of

shipment, Bill of Lading No. and date, order/contract No., L/C No. and value of the goods to the Purchaser so as to reach him positively within 14 (forteen) days from the date of shipment.

8. SHIPPING DOCUMENTS

- 8.1: Advice of shipment shall be sent by cable/telex to:-
 - 8.1.1: The Purchaser
 - 8.1.2: The nominated Insurance Company.
- 8.2: Advice of shipment shall contain the following information:-
 - 8.2.1: Contract No. and date.
 - 8.2.2: Description of goods and C&F value.
 - 8.2.3: Quantiy of goods shipped.
 - 8.2.4: Name of the vessel and its sailing date.
 - 8.2.5: Bill of Lading No. and date.
 - 8.2.6: Port of loading and port of destination.
 - 8.2.7: Expected time of arrival of the ship at the port of destination.
 - 8.2.8: Whether part shipment or full shipment made.
- 8.3: Immediately after shipment of goods the Suppliers/Contractors or their Principals shall send the following documents by Air Mail directly to the Purchaser with a copy to the Insurance Company:-
 - 8.3.1: 9 (nine) copies of Invoice indicating unit and total price of the delivered goods.
 - 8.3.2: 3 (three) copies of negotiable clean On Board Bill of Lading marked freight pre-paid and 6 (six) copies of non-negotiable Bill of Lading.
 - 8.3.3: 9 (nine) copies of packing list identifying contents of each case or package.
 - 8.3.4: Certificate of country of origin.
 - 8.3.5: Beneficiary's shipment intimation to the Purchaser and also to the Insurance Company for covering insurance of the Consignment.

- 8.3.6: Manufacturer's guarantee certificates as to quality of the goods shipped.
- 8.3.7: Clean inspection certificate issued by the Inspection Agency.
- 8.3.8: Freight Memo.

9. LATE DELIVERY AND LIQUIDATED DAMAGES

- 9.1: Delivery of goods in time is the essence of purchase order/contract and therefore, the Suppliers/Contractors or their Principals shall deliver the goods not later than the time specified in the order/contract. If delivery is not made within the stipulated period, in the absence of force majeure there shall be deducted from the order/contract price as liquidated damages and not as penalty a sum equivalent to ½% (half percent) of the price for each calendar week of delay or part thereof up to 3 (three) months and ¼% (quarter percent) per week or part thereof for the period beyond 3 (three) months for the undelivered goods. In cases where the undelivered goods hold up use of other goods, liquidated damages shall be recovered on the total value of the order/contract.
- 9.2: Delay in excess of 100 (one hundred) calendar days may cause termination of Order/Contract and forfeiture of the Performance Security/Guarantee.

10. TERMS OF PAYMENT

- 10.1: Payment of C&F value for each shipment will be made through confirmed and irrevocable without recourse, non-transferable and non-divisible Letter of Credit upon presentation of the following documents evidencing shipment of goods:-
 - 10.1.1: Detailed Invoice signed in ink- 2 (two) copies
 - 10.1.2: Clean On Board B/L- 2 (two) copies.
 - 10.1.3: Packing list- 2 (two) copies.
 - 10.1.4: Inspection Certificate- 2 (two) copies.
 - 10.1.5: Certificate of Origin/Manu- 2 (two) copies.
facture-

- 10.1.6: Guarantee Certificate as to- 2 (two) copies.
the quality of material
- 10.1.7: Cable/Telex intimation of- 2 (two) copies.
shipment to the Purchaser and the
Insurance Company
- 10.1.8: Freight Memo- 2 (two) copies.
- 10.2: Local Agent's commission will be paid in non-convertible Bangladesh Taka as per exchange rate (Selling rate) prevalent on the date of shipment on the basis of copy of clean shipping documents.

11. BANK CHARGES

- 11.1: Bank Charges in Bangladesh for opening of Letter of Credit against an Order/Contract will be borne by the Purchaser.
- 11.2: Bank Charges for withdrawal of payment against Letter of Credit shall be borne by the beneficiary.
- 11.3: Bank Charges for confirmation of Letter of Credit from a Foreign Bank if such confirmation is desired by the beneficiary and also Bank Charges for revalidation/amendment of Letter of Credit on the request of the Supplier/Contractor shall be borne by the beneficiary and not by the Purchaser.
- 11.4: If the Supplier/Contractor or their Principals desires to have full text of Letter of Credit by cable or by telex, such cable/telex charges shall be borne by the beneficiary.

12. DUTIES AND TAXES

The Supplier/Contractor or their Principals shall be entirely responsible for payment of all taxes, customs duty, Licence fees and other such levies as and when imposed outside the country of the Purchaser.

13. CONTRACT AMENDMENT

No variation in or modification of the terms of the Order/Contract shall be made except by written amendment agreed and signed by the parties.

14. ASSIGNMENT

The Supplier/Contractor or their Principals shall not assign in whole or in part their obligations to perform under the Order/Contract without prior written consent of the Purchaser.

15. LUBRICANTS (APPLICABLE FOR MACHINERY AND EQUIPMENT)

All goods as and where necessary shall be delivered fully assembled, lubricated, greased and ready for operation. Trial runs of the assembled goods will be made prior to acceptance.

16. OPERATION AND MAINTENANCE MANUAL

The detailed operation and maintenance manual prepared in English language shall be supplied alongwith the goods.

17. TROPICAL SERVICEABILITY

All goods shall be suitable (as and where necessary be treated and processed) for delivery, storage and use under tropical conditions of high temperature, high humidity, mildew and fungus conducive environment.

18. PATENT RIGHT

The Supplier/Contractor or their Principals shall indemnify the Purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods in the Purchaser's country.

19. APPLICABLE LAW

The Order/Contract shall be interpreted in accordance with the laws of the Purchaser's country.

20. DEFAULT

- 20.1: If the Supplier/Contractor or their Principals fails to make delivery within the time specified or any extension thereof, the Purchaser (without prejudice of other rights of the Purchaser resulting from breach of the contract terms) may serve written notice to the Supplier/Contractor asking them not to proceed with any or all of the remaining parts of the Order/Contract.

- 20.2: Breach of Contract by the Supplier/Contractor shall automatically result in the unconditional forfeiture of their Performance Security/Guarantee and in addition, the Purchaser shall reserve the right to purchase from other sources any or all undelivered goods and to recover any excess cost therefor from the Supplier/Contractor.

21. SUSPENSION OR TERMINATION OF DELIVERY

- 21.1: The Purchaser may, by written notice to the Supplier/Contractor, terminate or suspend in whole or in part, delivery of the goods whenever the Purchaser will determine that such action is in the best interest of the Purchaser.

- 21.2: The goods that are complete and ready for shipment within 30 (thirty) days after the Supplier's/Contractor's receipt of notice of termination shall be purchased by the Purchaser at the Order/Contract terms and price. For the remaining goods the Purchaser may elect:

- 21.2.1: to have any portion completed and delivered at the Order/Contract terms and price and/or

- 21.2.2: to cancel the remainder and pay to the Supplier/Contractor an agreed amount for partially completed goods and for materials and parts already procured by the Supplier/Contractor.

22. GUARANTEE CERTIFICATE

The Supplier/Contractor or their Principals shall furnish a Guarantee Certificate to the effect that the goods exactly conform to the specifications laid down in the Purchase Order/Contract and that in the event of the materials being found defective or not conforming to the specifications governing the supply, the Supplier/Contractor shall be held responsible for all losses and consequences and that the unacceptable goods will be replaced by acceptable ones by the Supplier/Contractor free of charge if called upon to do so. Such certificate shall form an integral part of the shipping documents required to be produced to the Bank for drawal of payment against Letter of Credit.

23. UNDERTAKING

In cases where the condition of preshipment inspection is waived, the Supplier/Contractor or their Principals shall give a written undertaking to the effect that they have despatched the goods strictly in conformity with the quality and quantity specified in the purchase order/contract and that they shall replace the defective materials and replenish the short-supplied quantity free of charge on demand by the Purchaser. Such certificate shall form an integral part of the shipping documents required to be produced to the Bank for drawal of payment against Letter of Credit.

24. DEMURRAGE

After arrival of the goods at the port of destination if Customs clearance cannot be arranged in time owing to late receipt of negotiable/non-negotiable shipping documents or owing to incorrect/incomplete documents or due to any other fault of the Supplier/Contractor and if any demurrage is paid for delay in clearance, the Supplier/Contractor shall be solely responsible and the demurrage so paid shall be realised from the Supplier's/Contractor's bill or their Performance Security/Guarantee or in any other manner the Purchaser deems fit.

25. FORCE MAJEURE

- 25.1: The Supplier/Contractor shall not be charged nor shall his Performance Security/Guarantee be forfeited when failure in making delivery is due to an event which interfered with the performance and which was beyond the control of the Supplier/Contractor and could not have been foreseen, prevented or avoided.
- 25.2: If at any time during the enforceability of the Order/Contract either party is unable to perform in whole or in part any obligations under the Order/Contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, act of God, and act of Government (including but not restricted to prohibition of export or import) fire, flood, explosion or other accidents, epidemics, strike or labour trouble, embargo and delay incurred by the Supplier's/Contractor's Sub-supplier or

sub-contractor due to such causes, the date of fulfilment of engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of delivery of any part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds 3 (three) months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

- 25.3: If a force majeure situation arises, the Supplier/Contractor shall promptly notify the Purchaser in writing of such conditions and the causes thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Contractor shall continue to perform his obligations under the contract as far as reasonably practicable and shall seek all possible alternative means for performance not prevented by the force majeure event.

26. ARBITRATION

- 26.1: The Purchaser and the Supplier/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Order/Contract.
- 26.2: If the Purchaser and the Supplier/Contractor have not been able to resolve the Order/Contract dispute amicably through direct negotiation, the dispute may be referred to the award of a sole arbitration to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators—one to be nominated by the Purchaser and the other by the Supplier/Contractor or in the case of the said arbitrators not agreeing them to the award of an umpire to be appointed by the arbitrator in writing before proceeding with the reference and the decision of the sole arbitrator or of the arbitrators or in the event of their not agreeing with the reference and the decision of the sole arbitrator or of the arbitrators in the event of their not agreeing with the umpire appointed by them as the case may be, shall be final and binding on the parties and the provisions of arbitration act 1940 and rules thereunder and any statutory modification thereof shall be deemed to apply to the said arbitration.

**TENDER DOCUMENTS
(FOR FOREIGN PURCHASE UNDER ONE ENVELOPE SYSTEM
i.e. COMPOSITE BIDDING)**

Tender documents for one envelope system (composite bidding) will be the same as that of two envelope system except clause No. 4 (BIDDING INSTRUCTIONS) which will read as follows in place of the existing entries:-

4. BIDDING INSTRUCTIONS

- 4.1: The bids shall be submitted in duplicate in double envelopes and both the inner and the outer envelope shall be sealed and addressed to the Head of Purchase Deptt./Divn.
- 4.2: The outer envelope shall bear the tender enquiry No. and due date and time of tender opening while the inner envelope shall indicate the name and full mailing address of the tenderer so as to enable the Buyer to return the late/delayed tender unopened.
- 4.3: If the outer envelope is not properly sealed and inscribed as instructed above, the Buyer shall assume no responsibility for misplacement or premature opening of the tender.

TENDER DOCUMENTS (LOCAL PURCHASE)

To be sold at Tk.....
Phone:

Telex:.....
Cable:.....

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

PURCHASE DEPTT./DIVN.

Ref. No:- Tender Enquiry No..... Dated:.....

M/s.....
.....
.....

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

Dear Sirs,

You are hereby invited to submit your sealed tender for supply of goods as detailed in the attached schedule under the following terms and conditions:-

1. **DATE AND TIME OF CLOSING OF TENDER**
Tender will be received upto a.m. on198..

2. **PLACE OF SUBMISSION OF TENDER**

Tenders will be submitted in the office of the
.....
(Head of the Purchase Deptt./Divn.)
.....

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

3. DATE AND TIME OF OPENING OF TENDER

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

4. SEALING AND MARKING OF TENDER

4.1: The tender shall be submitted in duplicate in double envelopes and both the inner and the outer envelopes shall be sealed and addressed to the
.....
(Head of the Purchase Deptt./Divn.)

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

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

5. EARNEST MONEY/BID BOND

5.1: The tenderer shall submit an 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 in the form of Pay Order/Demand Draft/unconditional Bank Guarantee from any scheduled Bank in Bangladesh favouring the Buyer. The Bank Guarantee shall remain valid for 120 (one hundred twenty) calendar days from the date of opening of tender.

5.2: If the successful tenderer fails to furnish Performance Security/Guarantee within (.....) days after receipt of Letter of Intent, the Letter of intent so issued shall be deemed withdrawn and the Earnest Money/Bid bond forfeited.

5.3: 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.

5.4: Tender submitted without Earnest Money/Bid Bond shall be considered as non-responsive and be rejected outright.

6. TERMS OF DELIVERY.

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

7. LATE TENDER

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

8. VALIDITY OF OFFER

The offer shall be kept firm and valid until 198... for consideration of the Buyer.

9. DELIVERY SCHEDULE

The goods shall be delivered in one/two/three/four lots, within..... (.....) days after receipt of Purchase Order/Contract.

10. PERFORMANCE SECURITY/GUARANTEE

10.1: Within..... (.....) days upon receipt of Letter of Intent the successful tenderer shall be required to submit Performance Security/Guarantee to the tune of 5% (five percent) of the total order/contract value in the form of Pay Order/Demand Draft/unconditional Bank Guarantee (Proforma enclosed) from any scheduled Bank in Bangladesh in favour of the Buyer. The Bank Guarantee shall remain valid for..... (.....) days beyond the date of delivery.

- 10.2: Failure of the successful tenderer to comply with the requirement of furnishing Performance Security/Guarantee shall cause annulment of the award and forfeiture of his Earnest Money/Bid Bond.
- 10.3: In the event of their failure to fulfil/performance the order/contract in terms thereof, Performance Security/Guarantee of the Supplier shall be forfeited.
- 10.4: If the forfeiture of Performance Security/Guarantee does not compensate in full the actual loss sustained due to non-execution of the order in terms thereof, the Purchaser shall have the right to recover the loss from the Supplier in any manner as deemed fit.

11. CLARIFICATION OF TENDER

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

12. BUYER'S RIGHT TO INCREASE OR DECREASE QUANTITY

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

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

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

14. COUNTRY OF ORIGIN

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

15. PACKING

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

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

15.2.1: The name of the Buyer.

15.2.2: Brief description of goods.

15.2.3: Gross weight and net weight.

15.2.4: Name and address of the seller.

16. INSPECTION

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

17. INSURANCE

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

17.2: In case of Ex-Seller's site or FOB/FOR delivery, the particulars of S.R./R.R./A.W.B. or such other receipts/challan No. and date and value of the consignment will have to be sent by the Supplier to the Buyer by Registered post soon after the despatch of the stores to enable the latter to cover insurance of the consignment while in transit. Any lapse in this regard and consequence thereof shall be on Supplier's account.

18. GUARANTEE CERTIFICATE

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

19. SUB-STANDARD DELIVERY

19.1: In the event of supply of any sub-standard item not in conformity with the required specifications/quality/samples, the Buyer reserves the right for outright rejection of the goods which the supplier shall take back at their own cost or which they will replace with acceptable quality free of charge within 10 (ten) days of the receipt of rejection notice.

19.2 If the Supplier does not replace the sub-standard/rejected goods, the Buyer may cancel the purchase order and make risk-purchase of identical or equivalent goods were in the opinion of the Purchaser the original goods are not readily procurable. The additional Cost incurred, if any due to such risk-purchase, shall be recovered from the defaulting Supplier/Contractor, but they will not be entitled to any gain on risk-purchase. Besides the additional cost as referred to above, the Purchaser shall have the right to claim actual loss sustained due to cancellation of the order.

20. LATE DELIVERY AND LIQUIDATED DAMAGES

In case the Supplier/Contractor fails to deliver the goods within the stipulated delivery period, the Buyer shall be entitled at their option either.

20.1: To recover from the Suppliers/Contractors as agreed Liquidated damages (not by way of penalty) at the rate of 2% (two percent) per month of delay or part thereof up to 3 (three) months and 1% (one percent) per month of delay or part thereof for the period beyond 3 (three) months on the value of goods which they may have failed to deliver as aforesaid. A higher rate of liquidated damages may be recovered in case the delay in delivery causes dislocation of work and financial loss or prejudices Buyer's own contractual obligations to third party or holds up use of other goods.

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

20.3: Delay in excess of 45 (forty five) calendar days may cause cancellation of order/ contract and forfeiture of Performance Security/Guarantee of the Suppliers/Contractors.

21. PAYMENT

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

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

22. ASSESSMENT OF TENDER

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

23. AWARD OF ORDER/CONTRACT

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

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

24. TAXES AND LEVIES

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

25. PATENT RIGHT

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

26. SPECIAL CONDITIONS

- 26.1: No conditional offer will be accepted.
- 26.2: No claim on the ground of typographical error or errors in arithmetical calculation shall be entertained after opening of tender and in such case the tenderer shall be bound to supply the goods at the price originally quoted by them.
- 26.3: Any addition or alternation to the specifications, price or any other terms and conditions of the offer by the tenderer after its opening shall not only be ignored but shall also cause rejection of the offer.
- 26.4: Money receipt evidencing purchase of tender documents must be submitted alongwith the offer.
- 26.5: Attached schedule of tender enquiry must be completed and returned duly signed and sealed by the tender and that will form an integral part of the offer.
- 26.6: Submission of tender shall mean acceptance of all terms and conditions laid down in the tender documents unless expressly stated to the contrary by the tenderer.

27. CAUSES OF REJECTION OF TENDER

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

- 27.2: If Earnest Money/Bid Bond in proper form and in requisite amount is not submitted alongwith the offer.
- 27.3: If the validity of Earnest Money/Bid Bond do not conform to the requirements of the tender enquiry.
- 27.4: If the tenderer makes any addition or alteration to the specifications or price or any other terms and conditions of his offer after opening of the tender.

Yours faithfully,

.....
(Signature)

.....
(Name)

.....
(Designation)

c.c. to:-

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

TENDER ENQUIRY SCHEDULE (LOCAL PURCHASE)

Item No.	Name of the Materials with complete specifications	Unit	Quantity	Unit Price		Total value
				in figures	in words	
1.	2.	3.	4.	5.		6.

Tenderer's quotation No.....
.....dated.....

Signature with name, address and
official seal of the tenderer.

Telephone :.....

ANNEXURE - VI

**TENDER ENQUIRY FORM FOR PURCHASE
BY SPOT QUOTATION**

Ref. No.....

Dated :.....

To
M/s.....
.....
.....

Sub : Spot Quotation

Dear Sir,

We are interested to buy the following materials from ready stock on spot quotation basis :-

Item No.	Description & Specification of stores	Quantity	To be filled in by the bidder		Total value
			Unit price		
			in figure	in words	
1.	2.	3.	4.		5.

Grand Total

In case the above materials(s) conforming to our given specifications, is/are available in your ready stock for immediate delivery, you are requested to send us your sealed quotation through our representatives who have delivered the enquiry to you under the following terms and conditions :-

- (i) That the goods shall be delivered by you on 'ex-your show room or godown' basis/ 'free delivery to our mills site' basis.
- (ii) That you will arrange proper packing of the materials and its loading into and /or unloading from transport at your cost.
- (iii) That the payment will e made to you by an A/c. payee crossed Cheque/pay order/Bank Draft promptly after delivery, provided the goods conform to our required specifications.

Yours faithfully,
()

We hereby confirm that in the event of acceptance of our rates by the Buyer, we will abide by the above terms and condition.

Signature with date of the Proprietor or his authorised representative

Full name and address of the firm

Telephone No.....

TENDER OPENING SCHEDULE

1. Press/Limited Tender Enquiry No. dated..... pertaining to purchase of has been duly opened to-day, the, 198 at..... a.m. in presence of the following representatives of the tendering firms:-
2. Altogether (.....) offers have been received and these were read out to the representatives of the firms attending the tender opening.
3.

<u>Name of the firm.</u>	<u>Signature of the representative with date</u>
1)	
2)	
3)	
4)	
5)	
6)	
7)	
8)	
9)	
10)	

Objection, if any, has been recorded on the reverse page.
4. The following officers of the Corporation/Enterprise/Project have administered the tender opening :-

	<u>Name</u>	<u>Designation</u>	<u>Signature with date</u>
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			

ANNEXURE-VIII

COMPARATIVE STATEMENT OF OFFERS (FOREIGN PURCHASE)

SPR NO.....

(APPLICABLE FOR 2/3 ITEMS)

TENDER ENQUIRY NO.....

A/C.....

DATE OF OPENING.....

Sl. No.	Name of the tenderer	Name of the principals with country	Description of goods	Quantity	Price per unit				Earnest Money
					FOB	Fr.	Comm.	C & F(C)	
1.	2.	3.	4.	5.	6.				7.

Offer validity	Delivery period	Packing Particulars	Country of origin of the goods	Last purchase C&F(C) price per unit and the date of purchase	Remarks
8.	9.	10.	11.	12.	13.

1. Prepared by:

Signature with date

Name

Designation

2. Checked by:

Signature with date

Name

Designation

3. Countersigned by Tender

Committee members with date.

1)

2)

3)

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ANNEXURE-VIIIA

COMPARATIVE STATEMENT OF OFFERS (FOREIGN PURCHASE)

SPR NO.....

(APPLICABLE FOR MORE THAN 2/3 ITEMS)

TENDER ENQUIRY NO.....

A/C.....

DATE OF OPENING.....

SL. NO.	Description of Goods	Quantity	FOB rates quoted by				Last purchase Price	Remarks
			M/S....	M/S....	M/S....	M/S....		
1.	2.	3.	4.				5.	6.

1.

2.

3.

Total FOB price :-

Freight :-

Commission :-

Total C&F(C) value :-

Exchange rate :-

Total value in Taka :-

Country of origin of the goods :-

Shipment period :-

Offer validity :-

Earnest Money :-

Packing particulars :-

1. Prepared by :-.....

Signature with date

Name :

Designation :

2. Checked by :-.....

Signature with date

Name :

Designation :

3. Countersigned by Tender

Committee members with date.

1)

2)

3)

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ANNEXURE-IX

**COMPARATIVE STATEMENT OF OFFERS
(LOCAL PURCHASE)**

(APPLICABLE FOR 2/3 ITEMS)

SPR NO.

TENDER ENQUIRY NO.....

A/C

DATE OF OPENING

Sl. No.	Name of the Tenderer	Description of goods	Quantity	Unit price (Rate)	Earnest Money	Offer validity	Delivery period	Packing particulars	Country of origin of the goods	Last Purchase price per unit and date of purchase	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

110

1. Prepared by:
Signature with date
Name:
Designation:

2. Checked by:
Signature with date
Name:
Designation:

3. Countersigned by tender
Committee members with date.
1)
2)
3)

ANNEXURE-IXA

**COMPARATIVE STATEMENT OF OFFERS
(LOCAL PURCHASE)**

(APPLICABLE FOR MORE THAN 2/3 ITEMS)

SPR NO.

TENDER ENQUIRY NO.....

A/C

DATE OF OPENING.....

SL. NO.	Description of Goods	Quantity	Rates quoted by				Last Purchase Price	Remarks
			M/S....	M/S....	M/S....	M/S....		
1.	2.	3.	4.				5.	6.

1.
2.
3.

111

Total value	:-
Country of origin of the goods	:-
Delivery period	:-
Offer validity	:-
Earnest Money	:-
Packing particulars	:-

1. Prepared by:
Signature with date
Name:
Designation:

2. Checked by:
Signature with date
Name:
Designation:

3. Countersigned by tender
Committee members with date.
1)
2)
3)

**COMPARATIVE STATEMENT OF SPOT QUOTATIONS
(LOCAL PURCHASE)**

SPR NO.
TENDER ENQUIRY NO.
DATE OF OPENING.....

A/C

Sl. No.	Name of items	Quantity	Rate quoted by				Remarks
			M/S	M/S	M/S	M/S	
1	2.	3.	M/S	M/S	M/S	M/S	5.

Certified that we visited the business premises of the above noted Suppliers/Traders and physically verified the availability of the stores in their ready stock in conformity with our requirement.

Signature of the officials collecting the spot quotations.

1. Signature with date:
Name
Designation:
2. Signature with date:
Name
Designation:
3. Signature with date:
Name
Designation:

(NAME OF THE ENTERPRISE)

LETTER OF INTENT

Ref. No. Dated:

M/S

Ref: Your Offer No. dated
corresponding to our tender enquiry No.
dated

Dear Sirs,

With reference to the above, we are pleased to accept your offer for supply of
subject to the following terms and conditions:-

i) That your quoted price of
..... (.....) per
shall remain firm till due execution of the purchase order/contract and no increase in price on any ground whatsoever shall be entertained.

ii) That supply shall be made on C&F(C) Chittagong/Chalna or on Ex-Mill/Free delivery to basis.

iii) That the goods shall be securedly and properly packed in.....

iv) That the Agency Commission included in your quoted price shall be paid in non-convertible Bangladesh Currency.

v) That for convenience of finalisation of formal order/contract and opening of L/C you shall submit Break-down of C&F(C) price showing FOB value, Freight and commission separately.

- vii) That delivery shall be completed within ... months after receipt of L/C and no extension of delivery period shall be allowed.
- viii) That as per terms of the tender enquiry you shall furnish Performance Security/unconditional Performance Guarantee (Bank Guarantee) covering 5% of the total C&F(C) price favouring towards satisfactory execution of the Order/Contract. The Bank Guarantee shall be furnished as per proforma enclosed. In the event of your Principals/Supplier submitting the Bank Guarantee the same shall be duly endorsed by any scheduled Bank in Bangladesh.
- ix) That the required Performance Security/Bank Guarantee shall be submitted to the office of the undersigned positively by 198..... failing which your Earnest Money of shall be forfeited and also any other action as considered appropriate shall be taken against you.
- ix) That formal purchase Order/Contract shall be issued to you upon receipt of Performance Security/Bank Guarantee as aforesaid.

Please acknowledge receipt for due compliance.

Thanking you,

Yours faithfully,

.....
(Signature)

.....
(Name)

.....
(Designation)

- c. c. to:-
- 1. All concerned.
 - 2. Office copy.
 - 3. Muster file.

BANK GUARANTEE FORM
(APPLICABLE FOR BIG PURCHASES)

To. _____
M/S. _____

WHEREAS M/S.
(Name of the Supplier with address)
(hereinafter called "the Supplier") have undertaken, in pursuance of Contract No. dated
to supply
(Description of Goods and Ancillaries)
(hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised and acceptable Bank for the sum specified therein as Security for compliance with Supplier's Performance obligation under the contract.

AND WHEREAS WE have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total
(Amount of Guarantee in figure and words)
and we undertake to pay to you upon your first written demand and without cavil or argument, any sum or sums within the limits of ..
(Amount of Guarantee)
without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the days of 198

Date
Address:
.....
.....
Signature with seal of the Guarantors

BANK GUARANTEE AS PERFORMANCE SECURITY

(Relating to supply of commodity and small machinery and equipments valuing less than Tk. 10 (ten) lac.

ADDRESS OF GUARANTOR:

To
(Name & address of the Purchasing
Agency to be written here)

Dear Sirs,

You having proposed to enter into a contract with
M/s.
(hereinafter referred to as Supplier) for supply of
and stipulating the furnishing of a Bank Guarantee for payment to you
by us on account of the Supplier an amount of 5%/10% of the total
C&F(C) Chittagong/Chalna value of the contract, we hereby agree :

1. To make an unconditional payment of
to you on demand without any further question and with any
reference to the Supplier.
2. To keep this Guarantee inforce till the date of the due completion
of the contract under reference and final adjustment of accounts
or till
..... whichever date in earlier.
3. To extend the period of enforceability of this Guarantee if such
extension be necessary and desired of us by you at least 15
(fifteen) days before the termination thereof.

MONOGRAM OF THE BANK

Signature:
Date:

Seal of the officer authorised
to sign on behalf of the Bank.

MODEL PURCHASE ORDER (FOREIGN)

Telex Phone
Cable

Ref. No Dated :

M/s.
.....
.....

Sub: Purchase Order for supply of
.....
.....

Ref: Your quotation No.
..... dated.....

Dear Sirs,

With reference to the above, we are pleased to place an order on you as
under :-

1. COMMODITY AND PRICE

Sl. No.	Description and specifications of goods.	Unit	Quantity	Rate	Total value
1.	2.	3.	4.	5.	6.

NATURE AND MODE OF PACKING:

- 2. COUNTRY OF ORIGIN OF GOODS
- 3. PERIOD OF SHIPMENT
- 4. PORT OF LOADING
- 5. PORT OF DISCHARGE AND DESTINATION
- 6. CONSIGNEE
- 7. ULTIMATE CONSIGNEE
- 8. PACKING AND MARKING
- 8.1: The goods shall be properly and securely packed to withstand rough handling during loading, unloading and transportation by sea/rail/road and be marked as follows:-

BCIC
Purchase Order No.....
(Name of the Enterprise/Project)
.....
Via
Chittagong/Chalna/Dhaka, Bangladesh

- 9. INSPECTION AND TEST :
- 9.1: Comprehensive inspection of the stores regarding quality, quantity, packing, marking and supervision of loading would be carried out by M/s. (Name and address of the Inspection Agency)
-
-
- or their accredited representative at work who will issue an Inspection Certificate after their having carried out the said inspection. Kindly advise your Principals/Supplier/Manufacturer/Producer to accord necessary facilities to the Inspection Agency to enable them to carry out inspection/test. Please also intimate the name and full address of the Supplier/Manufacturer/Principals and the Shipper to the Inspector for the purpose.

- 9.2: In case the Suppliers/Manufacturers/Producers fail to extend necessary facilities to the Inspector or their authorised representative to perform inspection/test, the cost incurred for arranging such facilities for the purpose of inspection/tests shall be recovered from them (the former).
- 9.3: If the Suppliers/Manufacturers/Producers officially call the Inspector for inspection of goods and if after arrival of the authorised representative of the Inspector, fail to place the goods for inspection, the fruitless journey performed by the Inspector shall be considered as an intervention and in such event the Suppliers/Manufacturers/Producers shall be liable to pay to the Inspector the cost incurred by them for the journey.
- 9.4: The fees of Inspection Agency or their accredited representative shall be payable by the Suppliers/Manufacturers/Producers in case of rejection of goods above % (.....) and multiple intervention for stores falling below the minimum value of US\$ (.....)
- 9.5: Shipment of goods shall not be effected without written clearance from the Inspection Agency.
- 9.6: The cost of inspection will be borne by the Buyer, except in the cases mentioned at sub-para 9.2, 9.3 and 9.4 above where the Suppliers/Manufacturers/Producers shall pay the cost to the Inspector.
- 9.7: If any Supplier/Manufacturer/Producer fails to settle the Inspector's claim bill, the same shall be settled by the Buyer out of Letter of Credit value or Performance Guarantee submitted by them.

10. SHIPPING INSTRUCTIONS

- 10.1: Shipment of the goods on ISRAELI/SOUTH AFRICAN/TAIWAN FLAG VESSEL is prohibited.
- 10.2: Shipment of the goods shall be made by Conference Line Vessel. If Conference Line fails to provide shipping space, a certificate from the concerned Conference Line Office shall be provided by the Suppliers/Shippers to the effect that

Conference Line Vessel is not available for shipment of the goods. If any part of shipment is not covered by Conference Line, the goods shall be shipped on regular Liner Vessel. In all cases preference should, however, be given to BANGLADESH FLAG VESSELS when such vessels are available at the time of shipment.

11. INSURANCE

11.1: Transit Insurance of the goods will be arranged by the Buyer through Sadharan Bima Corporation, 24-25, Dilkusha Commercial Area, Dhaka, Bangladesh. Therefore, the Suppliers shall send to Sadharan Bima Corporation by registered post/cable/telex the following information immediately after the goods have been shipped:-

11.1.1: Purchase Order/Contract No. and date.

11.1.2: Description of goods.

11.1.3: Total number of packages/cases.

11.1.4: Total C&F value of the goods.

11.1.5: Bill of Lading No. and date.

11.1.6: Date of sailing of the vessel.

11.1.7: Port of loading and port of discharge.

11.2: A copy of such intimation to Sadharan Bima Corporation shall invariably be sent to Insurance Deptt. of the Buyer so as to reach them within 14 days from the date of shipment for necessary follow-up with the Insurer.

11.3: In case of failure to do so, the Supplier shall be responsible to compensate the Buyer for any damage or loss caused to the consignment in transit by way of payment of C&F value of the goods so lost/damaged or by way of replacement of the last/damaged goods free of charge.

12. GUARANTEE CERTIFICATE

Your Principals/Suppliers shall give a Guarantee Certificate to the effect that the quality of materials for which they have claimed payment against the Letter of Credit conforms to the specifications stipulated in the purchase order. Such

certificate shall form an integral part of the negotiable shipping documents on production of which they will draw payment from Bank against the Letter of Credit.

13. UNDERTAKING

The Manufacturers/Suppliers shall issue a certificate to the effect that they have shipped the goods strictly conforming to the quality and quantity stipulated in the purchase order and that they will replace the defective material and replenish the short supplied quantity free of charge on demand by the Buyer. Such certificate shall form an integral part of the original shipping documents required to be submitted to the Bank for drawing of payment against Letter of Credit by the beneficiary.

14. SHIPPING DOCUMENTS

14.1: Shipping documents shall be prepared in the name of the Buyer and shall bear full reference of the purchase order and date.

14.2: Advance copies of shipping documents as outlined at 14.2.1 must be sent to the addresses mentioned at 14.2.2 below in such a way that the same reaches the addressee at least 10 (ten) days before the expected date of arrival of the vessel at destination port. The commercial invoice shall contain full information such as description of goods, weight measurement as well as volume measurement, value, gross weight, net weight, Import Licence No. and date, Letter of Credit No. and date etc. while the Bill of Lading shall indicate that the freight has been pre-paid.

14.2.1: Shipping documents

14.2.1.1: Non-negotiable Bill of Lading/Airway Bill/Postal Receipt marked "Freight pre-paid"

14.2.1.2: Invoice signed in ink indicating unit and total price of individual item.

14.2.1.3: Packing list, signed in ink showing measurement, quantity, weight of each package/case.

14.2.1.4: Freight memo.

14.2.1.5: Pre-shipment Inspection Certificate.

- 14.2.1.6: Copy of intimation given to Sadharan Bima Corporation for covering insurance.
- 14.2.1.7: Copy of cable/telex advice of shipment.
- 14.2.1.8: Guarantee Certificate as per clause No. 12.
- 14.2.1.9: Undertaking as per clause No. 13.

14.2.2: Addresses

- 14.2.2.1: The Consignee.
- 14.2.2.2: The ultimate Consignee.
- 14.2.2.3: The Head of Insurance Deptt. of the Buyer.
- 14.2.2.4: The Head of Purchase Deptt. of the Buyer.
- 14.2.2.5: The Head of Accounts/Finance Deptt. of the Buyer.
- 14.2.2.6: The pre-shipment Inspection Agency.

15. TERMS OF PAYMENT

- 15.1: This purchase will be financed under (source of financing)
.....
.....
- 15.2: A confirmed and irrevocable Letter of Credit will be established in favour of your Principals, M/s
.....
(Name and address)
..... for the full C&F value of (Amount in figures and words).....
.....
- 15.3: They will be entitled to draw cent percent payment against L/C on production of the following documents:-
 - 15.3.1: 2 (two) complete sets of original shipping documents with clean on-board Bill of Lading signed in ink.
 - 15.3.2: Guarantee Certificate as per clause No. 12.
 - 15.3.3: Undertaking as per Clause No. 13.

- 15.3.4: A signed copy of letter addressed to the Head of Insurance Deptt. of the Buyer intimating him about the full particulars of the consignment for covering insurance.
- 15.3.5: Inspection certificate as per Clause No. 9.
- 15.3.6: Freight Memo.
- 15.3.7: A certificate to the effect that the goods have been shipped within the stipulated delivery period by a non-Israeli/non-South African/non-Taiwan Flag Vessel.

15.4: Local Agent's Commission

Your Agency commission of (Amount in figures and words)will be paid to you in non-convertible Bangladesh Taka as per exchange rate prevalent on the date of shipment upon submission of your bills in triplicate supported with signed copy of clean shipping documents through Purchase Division/Department.

16. BANK CHARGES

- 16.1: Bank charges in Bangladesh for opening of Letter of Credit shall be borne by the Buyer.
- 16.2: Bank charges for withdrawal of payment against Letter of Credit shall be borne by the beneficiary.
- 16.3: Bank charges for confirmation of Letter of Credit by a foreign Bank if such confirmation is desired by the beneficiary and also Bank charges for revalidation or amendment of L/C on the request of the Suppliers shall be borne by the beneficiary and not by the Buyer.
- 16.4: If the Suppliers want full text of Letter of Credit to be cabled/telexed to them, such cable/telex charges shall be borne by them and not by the Buyer.

17: CATALOGUE/BROCHURE/ILLUSTRATIVE-LITERATURE

For the purpose of customs clearance necessary catalogue/brochure/literature shall be provided by the Suppliers immediately after shipment of the goods.

18. LATE DELIVERY AND LIQUIDATED DAMAGES.

- 18.1: The goods shall be delivered within the time limit specified in the purchase order. If the Suppliers fail to effect delivery within the stipulated period, the Buyer shall be entitled at their option to recover from the Supplier as agreed liquidated damages and not by way of penalty a sum equivalent to ½% (half percent) per week of delay or part thereof up to 3 (three) months and ¼% (quarter percent) per week of delay or part thereof for the period beyond 3 (three) months on the value of goods which the Suppliers have failed to deliver as aforesaid. A higher rate of liquidated damages may be recovered in case the delay in delivery causes dislocation of work and financial loss or prejudices the Buyer's own contractual obligation to Third party or holds up use of other goods.
- 18.2 Delay in excess of 100 (one hundred) calendar days may cause termination of the order/contract in which case Performance Security/Guarantee of the Suppliers will be forfeited.

19. DEFAULT AND CONSEQUENCES

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

20. LANGUAGE

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

21. TAXES AND DUTIES

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

22. APPLICABLE LAW

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

23. PATENT RIGHT

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

24. FORCE MAJEURE

- 24.1 The Supplier/Contractor shall not be charged nor shall his Performance Security/Guarantee be forfeited when failure in making delivery is due to an event which interfered with the performance and which is beyond the control of the Supplier/Contractor and could not have been foreseen, prevented or avoided.
- 24.2: If at any time during the enforceability of the Order/Contract either party is unable to perform in whole or in part any obligations under the Order/Contract because of war, hostility, military operation of any character, civil commotions, subotage, quarantine, restrictions, act of God and act of Government (including but not restricted to prohibition of export or import) fire, flood, explosion or other accidents, epidemics, strike or labour trouble embargo, and delay incurred by the Supplier's/Contractor's sub-supplier or sub-contractor due to such causes, the date of fulfilment of engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of delivery of any part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds 3 (three) months each party shall have the right to refuse further performance of the order/contract in which case neither party shall have the right to claim eventual damages.

24.3 If a force majeure situation arises, the Supplier/Contractor shall promptly notify the Purchaser in writing of such conditions and the causes thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Contractor shall continue to perform his obligations under the order/contract as far as reasonably practical and shall seek all possible alternative means for performance not prevented by the force majeure event.

25. ARBITRATION

25.1 The Purchaser and the Supplier/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Order/Contract.

25.2 If the Purchaser and the Supplier/Contractor have not been able to resolve the Order/Contract dispute amicably through direct negotiation, the dispute may be referred to the award of a sole arbitration to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators – one to be nominated by the Purchaser and the other by the Supplier/Contractor or in the case of the said arbitrators not agreeing them, to the award of an umpire to be appointed by the arbitrator in writing before proceeding with the reference and the decision of the sole arbitrator or of the arbitrators in the event of their not agreeing with the umpire appointed by them as the case may be, shall be final and binding on the parties and the provisions of arbitration act 1940 and rules thereunder and any statutory modification thereof shall be deemed to apply to the said arbitration.

26. SPECIAL CONDITIONS.

.....
.....
.....
.....
.....
.....
.....

Kindly acknowledge receipt and confirm your acceptance by way of returning the enclosed additional copy of the purchase order duly signed and sealed by you within 10 (ten) days.

Thanking you,

Yours faithfully,

.....
(Signature)

.....
(Name)

.....
(Designation)

c. c. to:-

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

MODEL PURCHASE ORDER (LOCAL)

Telex
 Cable Phone

Ref. No Dated :.....

M/s. _____

Sub : Purchase order for supply of

 against our tender enquiry No.....
 dated.....

Ref : Your Quotation No.....
 dated :.....

Dear Sirs,

With reference to the above we are pleased to place an order on your as under:-

1. COMMODITY AND PRICE

Sl. No.	Description and specification of Stores	Unit	Quantity	Rate	Total price
1.	2.	3.	4.	5	6.

(Taka) only

2. TERMS OF DELIVERY :**3. DELIVERY PERIOD :****4. CONSIGNEE AND DESTINATION****5. PACKING**

The stores shall be securely and properly packed for safe transportation by Road/River/Rail/Air.

6. INSPECTION

6.1: Inspection of the goods in respect of quality, quantity, packing, marking, supervision of loading etc. will be carried out before delivery/after delivery by our authorised representatives who will issue an inspection/quality certificate in your favour.

6.2: It will be your responsibility to advise us in writing when the goods are ready for inspection.

7. DESPATCH INSTRUCTION

Please arrange despatch/delivery of the goods by Goods Train/Passenger Train/Steamer/Aeroplane/Truck/Lorry/Barge/Coaster on "freight prepaid" basis. The S.R./R.R./Airway Bills or such other receipts/challans together with a copy of your Invoice should be forwarded to the consignee directly under registered post, immediately after despatch of stores, otherwise loss or demurrage, if sustained any due to delayed receipt of the aforesaid documents will be entirely on your account. S.R./R.R./Airway Bill shall invariably be in the name of the consignee and not self.

8. INSURANCE

8.1: In case of supply on "free delivery to Buyer's site" basis, you will have to arrange insurance of the stores yourself.

8.2: In case of Ex-Seller's site or FOB/FOB delivery, the particulars of S.R./R.R./Airway Bill or such other receipts/Challans No. and Date and value of the consignment will have to be sent by you to the consignee by Registered Post soon after the stores are despatched to enable him to cover insurance of the consignment while in transit. Any lapse in this regard and the consequence thereof shall be on your account.

9. GUARANTEE CERTIFICATE

In the case of FOB/FOB delivery, you will please give us a certificate in duplicate to the effect that the stores despatched/supplied by you are of correct quality and exact quantity for which you are claiming payment.

10. PAYMENT

10.1: Part payment against part supply is allowed/not allowed.

10.2: You will be entitled to draw cent percent payment by our Accounts Deptt. on submission of your bills in triplicate through Purchase Division/Deptt. supported with the following documents:-

10.2.1: Inspection certificate/quality certificate.

10.2.2: Signed copy of letter intimating particulars of S.R/R.R./Airway Bill or such other receipts, challans No. and date and the value of consignment to the consignee as per clause No. 8.2.

10.2.3: Guarantee certificate as per clause No. 9 in case of FOB/FOB delivery.

10.2.4: Freight memo from Steamer/Railway/Airways Authority.

10.2.5: M.R.R. from the Store-in-charge of the consignee.

11. LATE DELIVERY AND LIQUIDATED DAMAGES

In case you fail to deliver the goods within the stipulated delivery period, we shall be entitled at our option either:

11.1: to recover from you as agreed liquidated damages (not by way of penalty) at the rate of 2% on the value of any stores which you may have failed to deliver as aforesaid for each month or part thereof during which the delivery of such stores may have been in arrear. A higher rate of liquidated damages may be recovered, in case the late delivery causes dislocation of work and financial loss or prejudices our own contractual obligations to third party or holds up use of other goods.

11.2: to purchase from elsewhere with notice to you at your risk and cost, the stores not delivered or others of a similar description (where goods exactly conforming to the originally specified ones are, in our opinion, not readily procurable) without cancelling the Purchase Order in respect of consignment not yet due for delivery and the excess cost, if incurred any for such purchase shall be recoverable from you.

12. SUB-STANDARD DELIVERY

In the event of supply of any sub-standard items or not according to the required specification, quality/samples, we reserve the right for out-right rejection of the goods which you shall replace with acceptable quality with 10 (ten) days of the receipt of rejection notice.

13. OTHER CONDITIONS, IF ANY

.....
.....

Please return the enclosed additional copy of this Purchase Order/Contract duly signed and sealed by you as a token of your acceptance.

Thanking you,

Yours faithfully,

.....
(Signature)

.....
(Name)

.....
(Designation)

c.c. to :-

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

SPECIMEN OF CERTIFICATE REQUIRED FOR ADJUSTMENT OF CASH PURCHASE BILLS UPTO TK.5000/-

Certified that I/we, the undersigned official (s) visited the following genuine shops/firms and made the cash purchase on lowest price basis:-

Sl. No.	Name and address of the shops/firms visited	Price charged		Remarks
		in figures	in words	
1.	2.	3.		4.

Signature with name, designation and date of the official(s) making the cash purchase.

FOREIGN EXCHANGE REQUISITION FORM

Ref. No. Dated:

The Chief Finance Officer
BCIC Head Office
Dhaka.

Sub: Allocation of fund in foreign exchange.

Dear Sir,

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

Sl. No.	Materials	Nature of materials (whether Raw-material or Chemical or Spare Parts etc.	Quantity	Estimated value
1.	2.	3.	4.	5.

Thanking you,

Yours faithfully,

Head of Purchase Deptt./Divn.

c.c. to:-

1. The Head of MPIC/User's Deptt. with reference to his SPR No..... dated
2. Relevant file.
3. Office copy.
4. Muster file.

L/C PARTICULARS TRANSMISSION FORM

TELEX : PHONE :
CABLE.....

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

PURCHASE DEPARTMENT/DIVISION

Ref. No..... Dated:.....

M/s

Sub: L/C details against Purchase Order/
Contract No..... dated.....

Dear Sirs,

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

1. Letter of Credit No.....dated :.....
2. Value
3. Validity.....
4. Bill of exchange to be negotiated within.....
5. Import Licence/Authorisation No.....
6. Beneficiary
7. Letter of Credit advised through
(Name of Bank)
8. Name of the negotiating Bank
9. Mode of shipment (by air/by sea).....

10. Part shipment.....Prohibited/Allowed.
11. Transshipment..... Prohibited/Allowed.
12. Insurance to be covered by
..... , Bangladesh through
Sadharan Bima Corporation under cover No.....
13. Insurance declaration to be made by the Seller as per terms of
the order/contract.

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

Thanking you,

Yours faithfully,

.....
(Signature)

.....
(Name)

.....
(Designation)
for Head of the Purchase Deptt./Divn.

c.c. to :-

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

MATERIAL RECEIVING REPORT

No
Dated :

Purchase Order/Contract No dated.....
Supplier's/Contractor's Name
Address
Supplier's Invoice/Challan/Packing List No.
dated.....

How delivered..... Transport Receipt No.....
Dated :

Where delivered.....

Description of goods	Part No.	Code No.	Location	Unit	Quantity	Cost office use	
						Rate	Amount
1.	2.	3.	4.	5.	6.	7.	8.

REMARKS

Received and checked by dated
Quality certificate No. dated

Bin Card posted by... Head of Store Costed by Ledger posted
dated by
Ref, JV/CV dated
No
dated

QUALITY CERTIFICATE

No
Dated :

To

Part-I (To be completed by Store Deptt.)

Please check the quality of materials received on
..... against purchase order/contract No.
(date)
..... dated..... from M/s
.....
(address)

.....
as per their attached Challan/ Packing List/Invoice and certify
whether or not these are as per Order/Contract.

.....
Head of Store Deptt.

Encl: As above.

Part - II (To be completed by User's Deptt./Quality Control Deptt.)

Checked the quality of the materials thoroughly and found it to be as
per specifications/not as per specifications. (The reasons for rejection
have been clearly and elaborately stated in a separate sheet attached
hereto).

Signature with name and designation of the certifying official

Signature with name and designation of the Head of the User's Deptt./ Quality Control Deptt.

Date

Date

**APPLICATION FOR ENLISTMENT
AS SUPPLIER/CONTRACTOR**

1. Full name of the Supplier/Contractor :
(In Block Letters)
2. Mailing Address of the Head Office :
3. Address of the branch Offices (if any) :
4. Telegraphic address :
5. Telephone :
6. For what category of stores do you require enlistment (i) Machinery Equipment and Spares (ii) Electrical goods (iii) Workshop Tools and Hardware (iv) Raw-Materials and Chemicals (v) Refractories (vi) Laboratory Chemicals and Appliances (vii) Medicine and Hospital Requisites (viii) Automobiles and Spares (ix) Construction Materials (x) Fuel and Lubricants (xi) Maintenance Materials (xii) Rubber and Belting Materials (xiii) Insulating and Packing Materials (xiv) Pipes, Tubes and Fittings (xv) Paint and Varnishes (xvi) Furniture and Fixtures (xvii) Uniforms and Liveries (xviii) Printing and Stationery (xix) Wood Logs and Wooden Box?
7. Do you seek enlistment as Manufacturer and if so, please furnish the following information:
 - 7.1: Nature and details of articles manufactured :
 - 7.2: Site of the Factory :
 - 7.3: Manufacturing capacity of the Factory :

- 7.4: No.of operators/employees :
- 7.5: Details of Plant and Machinery Installed :
- 7.6: Type of construction of the Factory :
8. Do you seek enlistment as stockist? If so, please furnish the following information:
 - 8.1: Location of your Show-room/ Godown :
 - 8.2: Details of stock of stores and its value :
9. Do you have Municipal Trade Licence? If so, please furnish Photostat copy of the valid Licence :
10. Are you an Income Tax Assessee? If so, please furnish Photostate copy of Income Tax clearance Certificate (Upto date) :
11. Do you maintain an Independent Banking Account in Bangladesh? If so, please attach (i) financial solvency certificate in original from your Banker and (ii) also state the name of the person(s) authorised to operate the Bank Account. :
12. Do you have any objection to your factory or office or Shop/Godown being inspected by an authorised Officer of this Corporation/Enterprise/Project? :
13. Are you enlisted with any other Government or Semi-Government organisations in Bangladesh. If so, please furnish Photostat copies of Enlistment Letters. :

PROFORMA FOR STORES PURCHASE REQUISITION (SPR) REGISTER

14. Is your firm:-
- 14.1: a sole proprietary concern?
- 14.2: a partnership concern? (please enclose photostat copy of Partnership Deed).
- 14.3: Limited Liability concern? (Please enclose copy of Memorandum and Article of Association duly attested by the Registrar of Joint stock companies)
- 14.4: Registered under the Factory Act?
- 14.5: Registered under Partnership Act of 1932?
15. Name of the persons authorised to sign and enter into contracts on behalf of the Supplier/Contractor other than Directors in the case of a Company, Managing Partner in the case of a Partnership Concern and the Proprietor in the case of a Proprietary concern (this authority will continue to be valid until notice of revocation is given to the Corporation/Enterprise/Project.)

Sl. No.	SPR No. & Date	Short description of goods	Quantity	Estimated value	Date by which the goods are required at site
1.	2.	3.	4.	5.	6.

Name of Deptt./Enterprise or Project requiring the materials	Purchase Case No. allotted to the SPR	Remarks
7.	8.	9.

- Name and Address of witness: To be signed by
1. (i) Sole proprietor in the case of a proprietary concern.
2. (ii) All partners in the case of partnership concern.
- Signature of the Witnesses
1. (iii) All Directors in the case of Company.
- 2.

Official Seal of the firm

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ANNEXURE - XXIII

**PROFORMA FOR PROCUREMENT
PROGRESS REGISTER**

Sl. No.	SPR. No. & date	Case No. & date	Description of materials	Name of Sec./Deptt requiring the materials
1.	2.	3.	4.	5.

Tender Enquiry floated on	Nature of Tender Enquiry (P/T or L/T or S/T)	Tender opened on
6.	7.	8.

Comparative statement prepared on	Tech.Scrutiny completed on	Tender Committee Meeting held on	Purchase approved on	Letter of Intent issued on	P.G./S.D Received on
9.	10.	11.	12.	13.	14.

Order Placed on	L/C opened on	Shipment made on	Goods arrived on	Remarks
15.	16.	17.	18.	19.

ANNEXURE - XXIV

PROFORMA FOR LOCAL PURCHASE ORDER REGISTER

Sl. No.	SPR No. & date	Purchase Order/Contract No. & date	Description of materials	Quantity
1.	2.	3.	4.	5.

Unit price	Total value	Due date for delivery	Name & address of the supplier	Supply position	Remarks
6.	7.	8.	9.	10.	11.

**PROFORMA FOR FOREIGN PURCHASE
CONTRACT REGISTER**

Sl. No.	SPR No. and date	Purchase order/ contract No. & date	Description of goods	Quantity	Unit price	Total value
1.	2.	3.	4.	5.	6.	7.

Due date for shipment	I/L No. & date	L/C No. & date	L/C validity	Name & address of the supplier	Shipment position	Remarks
8.	9.	10.	11.	12.	13.	14.

PROFORMA FOR CASH PURCHASE REGISTER

Sl. No.	SPR No. and date	Purchase case No. & date	User's Deptt. /Section	Materials	Estimated value
1.	2.	3.	4.	5.	6.

Actual purchase value	Advance drawn on	Purchase made on	Adjustment bill submitted on	MRR No. & date	Remarks
7.	8.	9.	10.	11.	12.

ANNEXURE - XXVII

PROFORMA FOR L/C REGISTER

Sl. No.	Purchase order/ contract No. and date	Date of receipt of purchase order/ contract	Materials	Enterprise/ Project/ Deptt./Divn. concerned	Date of applying for L/C	Date of opening of L/C
1.	2.	3.	4.	5.	6.	7.

L/C amount	L/C validity	Source of financing	Date of receipt of Bank intimation about arrival of Shipping documents	Date of retirement of Shipping documents	Date of sending Shipping documents to Shipping Office/C&F Agent	Remarks
8.	9.	10.	11.	12.	13.	14.

ANNEXURE - XXVIII

PROFORMA FOR SHIPPING REGISTER

Sl. No.	Name of the Enterprise/ Project concerned	Purchase order/ Contract No. & date	Materials with ITC classification	Quantity	Name of the vessel with date of arrival	B/L No. & date
1.	2.	3.	4.	5.	6.	7.

Date of receipt of non-negotiable shipping documents	Date of receipt of original shipping documents	Date of sending the documents to C&F Agent	Name of the C&F Agent assigned to clear the consignment	Date of assessment of duty & taxes	Date of payment of duty & taxes
8.	9.	10.	11.	12.	13.

Percentage of duty & taxes assessed	BCT Head	Date of clearance of the consignment	Date of despatch of the goods to the ultimate consignee	Remarks
14.	15.	16.	17.	18.

ANNEXURE - XXIX

BILL REGISTER

Sl. No.	Bill No. & date	Date of receipt	Bill amount	Supplier/Contractor's name	Purchase order/Contract Ref. No. & date
1.	2.	3.	4.	5.	6.

MRR reference No. & date	Amount for which payment certified	Date of sending the bill to Accounts for payment	Remarks
7.	8.	9.	10.