

TENDER DOCUMENTS TO BE SOLD AT TK. **500.00** (NON-REFUNDABLE)ASHUGANJ FERTILIZER & CHEMICAL COMPANY LIMITED
ASHUGANJ, BRAHMANBARIA-3403BANGLADESH.

(AN ENTERPRISE OF BANGLADESH CHEMICAL INDUSTRIES CORPORATION)

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E-mail : afcclmd@gmail.com

TENDER ENQUIRY NO: **AFCCL/OS- 4078**Date: **14-04-2014**

M/S.....

Subject: Tender Enquiry for procurement of **Gland Packing for Different Pump.**

Dear Sirs,

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

1.00 PLACE OF SUBMISSION OF TENDER:

Tenders will be received in the following offices:

01. The General Manager (Commercial), Ashuganj Fertilizer & Chemical Company Limited , Ashuganj, Brahmanbaria-3403, Bangladesh,
02. Senior General Manager (Purchase), Bangladesh Chemical Industries Corporation, BCIC Bhaban, 30-31, Dilkusha C/A, Dhaka-1000 &
03. Office of the Deputy Commissioner (DC), General Section (2nd Floor), Brahmanbaria, Bangladesh.

2.00 DATE AND TIME OF RECEIVING/CLOSING OF TENDER:

01. The General Manager (Commercial), Ashuganj Fertilizer & Chemical Company Limited, Ashuganj, Brahmanbaria-3403, Bangladesh : at **11.30 AM on 03-06-2014**
02. Senior General Manager (Purchase), Bangladesh Chemical Industries Corporation, BCIC Bhaban, 30-31, Dilkusha C/A, Dhaka-1000 : at **11.30 AM on 03-06-2014**
03. Office of the Deputy Commissioner (DC), General Section (2nd Floor), Brahmanbaria, Bangladesh : at **11.30 AM on 03-06-2014**

3.00 DATE AND TIME OF OPENING OF TENDER:Tender will be opened in the office of General Manager (Commercial), Ashuganj Fertilizer & Chemical Company Limited , Ashuganj, Brahmanbaria-3403 at **11.30 AM on 04-06-2014** in presence of the tenderers or their authorised representatives (if any).**4.00 BIDDING INSTRUCTIONS:**

- 4.01 The bids shall be submitted in duplicate in a single envelope and the envelope shall be sealed and addressed to the Managing Director, Ashuganj Fertilizer & Chemical Company Limited, Ashuganj, Brahmanbaria-3403, Bangladesh.
- 4.02 The envelope shall bear the tender enquiry number and due date and time of tender opening & also indicate the name and full mailing address of the tenderer so as to enable the Buyer to return the Late/Delayed tender unopened.
- 4.03 If the envelope is not properly sealed and inscribed as instructed above, the buyer shall assume no responsibility for misplacement or premature opening of the tender.
- 4.04 The offers may be put into the Tender Box kept for this purpose in the office of General Manager (Commercial) but care must be taken to ensure that it reaches said 01.General Manager (Com.), AFCCL, 02. Senior General Manager (Purchase), BCIC, Dhaka, 03. Office of the Deputy Commissioner (DC), Brahmanbaria offices by the date and time fixed as late tenders shall not be acceptable. The offer may be sent by post addressed to the Managing Director so as to reach on due date and time. Any offer arriving at late shall not be considered even it was solely due to the factors beyond the bidder's control.

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- 4.05 The envelope shall contain the following documents:-
- 4.5.1 Proforma Invoice in Original from the Manufacturing Company (Original Fax/telex/E-mail are also acceptable) or duly authorized Export House of Manufacturing Company showing price of the commodity with break-up of FCA and freight and commission to Bangladeshi agent(if any), included in or extra on FCA price. Schedule of the tender enquiry should be duly filled in sealed and signed.
- 4.5.2 Detailed specification in original as per schedule/specification of the tender from the Manufacturers (original Fax/ Telex / E-mail are also acceptable). Catalogue/Leaflets, Brochures/ Illustratively Literatures where necessary, shall also be enclosed with the offer.
- 4.5.3 If Manufacturing Company submits its offer through an Export House other than the country of original of the Manufacturing Company, an authorisation letter by the Manufacturing Company in favour of such Export House must be submitted.
- 4.5.4 If Manufacturing Company or an Export House appoints an Agents in Bangladesh, a Letter of Authorization to such Bangladeshi Agent either from the Manufacturing Company or from the Export House, as the case may be must be submitted. However, such local agent/ Commission agents shall not intervene in any manner in the process of finalizing the tender. Any intervention by such local agent/ commission agent before or after opening of the tender shall be liable for disqualification of the bid.
- 4.5.5 Earnest Money/Bid Security pursuant to clause No. 10.
- 4.5.6 Original Money Receipt evidencing purchase of tender documents.
- 4.5.7 A photo copy of tender documents each page sealed and signed as an evidence that the bidder has gone through the terms and conditions of the tender and has accepted the same.
- 4.5.8 Manufacturer's certificate in original confirming that in the event of awarding contract they will under take to supply the Commodity in case the offer is submitted through an Export House (Original Telex/Fax is also acceptable).
- 4.5.9 Letter in original (original Fax/Telex are also acceptable) from the Principal/Export House/Manufacturer, as the case may be, confirming therein the period of shipment, validity of offer, validity of bid bond and other required particulars.
- 4.5.10 A photo copy of valid Indenting Registration Certificate issued by Chief Controller of Import & Export, Govt. of the People's Republic of Bangladesh.
- 4.5.11 A photo copy of valid permission as an indenting house issued by Bangladesh bank.
- 4.5.12 A photo copy of valid Trade Licence.
- 4.06 In case of direct participation in the tender the Manufacturer / Export House shall submit the documents mentioned at Sub- Para 4.5.1 to 4.5.9 and instead of the documents mentioned at Sub-Para 4.5.10 to 4.5.12 they are to submit the documentary evidence demonstrating that they have fulfilled their obligations to pay taxes and social security contributions under the relevant national regulation. Local Representative/ Liaison office/Contact person may personally carry for submission of the offer. In such case, envelope containing documents in sealed condition may be put in master envelope, be sealed and submitted. In the event the offer is received by the representative from the overseas office through mail/courier, it should be submitted in original mail cover/courier cover within the master envelope.

5.00 AMENDMENT OF TENDER DOCUMENTS:

5.01 At any time prior to deadline for submission of bid AFCCL may for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendments.

5.02 The amendment will be notified in writing or by Telex/Fax, Cable to all prospective bidders who have purchased the tender documents and the same will be binding on them.

5.03 In order to afford the prospective bidders reasonable time to take the amendment into account in preparing their bids, AFCCL may at their sole discretion extend the deadline for submission of bids.

6.00 BID LANGUAGE:

The bids and all correspondence and documents relating thereto exchanged by the bidders and AFCCL shall be written in English Language.

7.00 BID CURRENCIES:

Price may be quoted in the bidder's home currency or in any International trading currency but its equivalent in US Dollars should be worked out and indicated.

8.00 BID PRICES:

8.01 Bidder shall quote their firm and final price on CFR/CFR (C) Liner Term, Chittagong basis or CPT/ CPT(C) Dhaka by Air as the case may be. CFR(C) stands for Cost, Freight & Commission CPT(C) stands for carry's paid to & commission Freight shall be paid at actual against Freight Memo/Air Waybill issued by the carrier but not exceeding the amount shown in the bid. Local agent's commission, if any shall be paid in non-convertible Bangladesh currency as per exchange rate (selling rate) prevalent on the date of shipment after receipt of the goods by the buyer (AFCCL).

8.02 FCA Price, freight and commission shall be shown separately. The FCA Price shall include the cost for seaworthy/Airworthy packing of International standard and shall be deemed to have included duties, taxes and levies by the Government or its agencies of the exporting country.

8.03 No escalation of price whatsoever shall be entertained during the period of enforceability of the order/contract.

9.00 BID VALIDITY:

The bids shall be kept firm and valid for consideration of AFCCL for a period of minimum 60 (Sixty) / 90 (Ninety) calendar days from the date of bid opening.

10.00 BID SECURITY:

10.01 Bidders shall submit Bid Security in favour of Ashuganj Fertilizer & Chemical Company Limited for an amount of Tk. 23,000/- or its equivalent in U.S. Dollars in the form of an unconditional Bank Guarantee to be issued from any Schedule Bank in Bangladesh Valid for a period of 28(twenty eight) calendar days from the date of validity of the bid. Bid Security may also be submitted in the form of pay order/Demand Draft to be issued from any Schedule bank in Bangladesh. The Bid Security 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.

10.02 If the Successful bidder fails to furnish performance Security/Guarantee within 15(Fifteen) days or any extension thereof after receipt of Letter of Acceptance, the letter of Acceptance so issued shall be deemed withdrawn and the Bid Security shall be forfeited.

10.03 Those bids which are not accompanied with an acceptable Bid Security shall be considered as Non-responsive and be rejected.

11. PERFORMANCE SECURITY / GUARANTEE:

11.1 Within 15(Fifteen) days of the receipt of Letter of Acceptance form AFCCCL the successful bidder shall submit performance Security in the form of Bank Guarantee to be issued from any Schedule Bank in Bangladesh for an amount equivalent to 10% (ten percent) of the total order/contract value in Bangladesh currency or in U.S. Dollars. The Bank Guarantee shall be unconditional and be furnished as per Proforma enclosed and shall ensure completion of all obligation under the order/contract. The Bank Guarantee shall remain valid for a period of minimum 180 (One hundred eighty) days from the date of shipment.

11.02 Failure of the successful bidder to comply with the requirement of furnishing performance Security as aforesaid shall cause annulment of the award and forfeiture of their Bid Security.

12.00 DELIVERY SCHEDULE:

AFCCCL desires to have the earliest possible delivery (preferably) within 60(sixty) days from the date of receipt of L/C of the goods covered under this invitation to bid and therefore, the Bidders shall indicate a definite and realistic delivery period.

13.00 DRAWING, DATA AND LITERATURE:

13.01 Drawing, data, descriptive literature as required in the specifications must be submitted with the bid and these should 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.

13.02 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, these statements and data will be ignored and shall cause rejection of the bid.

14.00 COUNTRY OF ORIGIN AND PORT OF SHIPMENT:

Country of origin and port of shipment of the goods must be indicated in the bid.

15.00 LATE BID:

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

16.00 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids AFCCCL may at their 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.

17.00 PRELIMINARY EXAMINATION OF BIDS:


17.01 AFCCCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether proper and requisite Bid Security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

- 17.02 If there is any discrepancy between the unit price and 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.
- 17.03 Prior to detailed evaluation AFCCL determine the substantial responsiveness of each bid. For the purpose of evaluation a substantially responsive bid is one that confirms to all terms and conditions as contained in the tender documents without major deviation. AFCCL's determination of the responsiveness of a bid will be based on the contents of the bid itself without recourse to extrinsic evidence.
- 17.04 A bid determined as substantially non-responsive shall be rejected by AFCCL and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 17.05 AFCCL 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.
- 18.00 EVALUATION AND COMPARISON OF BIDS:
For convenience of evaluation and comparison of bids AFCCL will convert the bid price 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.
- 19.00 ASSESSMENT OF BIDS:
The assessment of bids shall be made on the basis of tender terms: CFR/CFR(C) or CPT/CPT(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/ requirements, nature and mode of packing, shipment schedule and any other points advantageous to AFCCL.
- 20.00 AWARD OF ORDER/CONTRACT:
AFCCL 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.
- 21.00 SOURCE OF FUND:
The purchase against this tender enquiry will be financed under any suitable source of finance.
- 22.00 AFCCL'S RIGHT TO ACCEPT OR TO REJECT BIDS:
AFCCL reserve 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 thereof.
- 23.00 AFCCL'S RIGHT TO INCREASE OR DECREASE QUANTITY OF GOODS:
AFCCL 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.
- 24.00 SPECIAL CONDITIONS:
- 24.01 No conditional bid shall be accepted.
- 24.02 No claim on the ground of typographical error or errors in arithmetical calculation shall be entertained after opening the tender and in such case the bidder shall be bound to supply the goods at their originally quoted price.

- 24.03 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 and forfeiture of Bid Security.
- 24.04 Third party Bill of Lading shall not be acceptable.
- 24.05 Bid submitted on behalf of country with whom Bangladesh does not have any diplomatic relation shall not be accepted.
- 24.06 Bid shall be signed by a person who has an authority to enter into a contract with AFCCL. If it is detected afterwards that the person signed the bid or documents forming part of the contract had no authority to do so, AFCCL may without prejudice and other civil and criminal remedies cancel the contract, forfeit the performance Security and hold the signatory liable for all costs and damages.
- 24.07 Schedule of price and specifications duly completed signed and sealed shall form an integral part of the bid.
- 24.08 AFCCL reserves the right to accept any item or group of items against this tender enquiry unless the bidder expressly qualifies his bid by specified limitations.
- 24.09 The bidders must indicate full specifications of materials, nature and mode of packing and definite date of shipment. Expression like "as per tender specifications", shall not be acceptable and may make the bid liable to disqualifications.
- 24.10 General conditions of Purchase Order/Contract enclosed herewith shall form an integral part of this tender enquiry and shall govern the tender enquiry.
- 24.11 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 Purchase Order/Contract unless expressly stated to the contrary by the bidders in their bids.
- 24.12 AFCCL desires delivery of the goods within 60 (sixty) days from the date of receipt of L/C.
- 24.13 Transferable Assignable L/C is not acceptable.
- 24.14 No alternative bid will be acceptable.
- 25.00 CAUSE OF REJECTION OF BIDS:
- 25.01 If the schedule of price and specifications is not enclosed with the bid duly filled in, signed and sealed.
- 25.02 If the Proforma Invoice/Cable or Telex or Fax offer in original showing FCA price, Freight and commission (if any) separately and the Manufacturer's Export House Certificate as mentioned herein before is not submitted along with the bid.
- 25.03 If Bid Security in proper form and in proper amount is not submitted with the bid.
- 25.04 If the amount and validity of Bid Security do not conform to the requirements of tender enquiry.
- 25.05 If the official Money Receipt evidencing purchase of tender documents is not furnished with the bid.
- 25.06 If the bidder made any addition or alternation to price, specification or any other terms and conditions of their bid after opening of tender.

- 25.07 If each and every page of the tender documents including the General Conditions of Purchase Order/Contract is not signed and sealed by the bidder as confirming of their acceptance of the tender terms.
- 25.08 If the bid is made on behalf of a country with whom Bangladesh does not have any diplomatic relation.
- 25.09 If the documents as per clause No. 4 herein before are not submitted.
- 25.10 If a tenderer submits documents containing false information.
- 25.11 If the validity of Bid do not conform to the requirements of Tender Enquiry.

Thanking you,
Yours faithfully,



Md. Nazrul Islam
Manager (Commercial)
Ashganj Fertilizer & Chemical Co. Ltd.
Ashganj, Brahmanbaria.

For Managing Director

ASHUGANJ FERTILIZER & CHEMICAL COMPANY LIMITED
 ASIUGANJ, BRAHMANBARIA-3403, BANGLADESH
 AN ENTERPRISE OF BCIC

Schedule to Tender Enquiry No. AFCCL/OS-4078

Sl. No.	Description and Specification of Item	Quantity	Net FOB price per Unit	Freight per Unit	Commission per Unit (in amount & also in %)	CFR (C), Ctg. / CPT(C), Dhaka per Unit	Total CFR (C) Ctg. / CPT(C) Dhaka Value
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Gland Packing for Different Pump:

Absorber Feed Pump, Circulation Pump for Absorber, Process
 Condensate Pump & Reflux Pump.

Item No : 33-1125/26/27/28/29/30/95/96

01. Gland Packing.

16 Box.

(1 Box = 11 Meter)

Size of Packing : 7/16"

Packing Material : Teflon Silk.

Process Parameters :

Medium : Ammonia Water.

Pump Temperature : 44°C.

Specific Gr. : 99Kg/m³.

Process Viscosity : 0.8 cp.

Shaft Speed : 2926 rpm.

Special Terms & Conditions:

1. Relevant ISO certificate, Manufacturers Certificate & Detail catalogue / Brochure in English version must be submitted along with the technical offer.
2. Name of Manufacturer, Country of Origin, Port of Shipment etc must be mentioned in the offer.
3. Preferred Country of Origin : Japan, USA & EU Countries.
4. Packing will be International Standard.

Your quotation number :

Date :

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

Fax Number :

Phone Number :

SPECIMEN OF BANK GUARANTEE
FOR PERFORMANCE SECURITY

ADDRESS OF GUARANTOR

To,
Ashuganj Fertilizer & Chemical Company Limited,
Ashuganj, Brahmanbaria-3403,
Bangladesh.

Dear Sirs,

You having proposed to enter into a contract with.....
.....
(hereinafter referred to as supplier) for supply of.....

and stipulating the furnishing of a Performance Guarantee for payment to you by us on account of the supplier an amount of 10% of the total CFR(C) Chittagong / CPT(C) Dhaka value of the contract, we hereby agree :-

01. To make an unconditional payment of.....
to you on demand without any further question and without any reference to the supplier.
02. To keep this Performance Guarantee in force till the date of the due completion of the contract under reference and final adjustment of accounts or till whichever date is earlier.
03. To extend the period of enforceability of this Performance Guarantee if such extension be necessary and desired of us by you at least 15(fifteen) days before the termination thereof.
04. This Performance Guarantee is binding equally on our Heir, Executors Administrators and Successors. We further certify that our Bank is Schedule Bank in Bangladesh.

MONOGRAM OF THE BANK

Signature :

Date :

Seal of the Officer authorized to sign on behalf of the Bank

BANK GUARANTEE FOR TENDER SECURITY(BID BOND)

(This is the format for the Tender Security/Bid Bond to be issued by a scheduled bank of Bangladesh)

Invitation To Bid No. AFCCL/OS- Date :
Tender Package No:

To.
The Managing Director,
Ashuganj Fertilizer & Chemical Company Limited,
Ashuganj, Brahmanbaria-3403
Bangladesh.

TENDER GUARANTEE NO:

We have been informed that M/s..... (hereinafter called " the Tenderer") intends to submit to you its Tender dated (.....) (hereinafter called" the Tender) for the supply of (.....) under the above invitation to Bids (hereinafter called " the ITB")

Furthermore, we understand that, according to your conditions Tenders must be supported by a Tender guarantee (Bid Bond)

At the request of the Tenderer, we (name & address of bank) hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk. or equivalent US\$/EURO/ £ etc. (insert amount in figures and in words) upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation (s) under the Tender conditions, because the Tenderer

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender ; or
- (b) does not accept the correction of errors in accordance with the Bidding Instructions of the ITB;or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or (ii) fails or refuses to execute the Contract Form.

This guarantee will expire :

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful tenderer, twenty eight days after the expiration of the Tenderer's tender validity period, being (date of expiration of the Tender).

Consequently, we must receive at the above - mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

ASHUGANJ FERTILIZER & CHEMICAL COMPANY LIMITED
ASHUGANJ, BRAHMANBARIA, BANGLADESH
AN ENTERPRISE OF B.C.I.C.

GENERAL CONDITIONS OF PURCHASE ORDER/CONTRACT

1.00. 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 & conditions as specified therein. If the goods inspected & 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 AFCCL shall have the right to carry out a second 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 AFCCL may, in addition to recovery of the inspection charges from the supplier/contractor shall be bound to comply with the decisions:-

- 1.01 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.
- 1.02 To cancel the order/contract and make risk purchase of identical or equivalent goods where in the opinion of AFCCL the original goods are not readily procurable. The additional cost incurred, if any due to the risk purchase, shall be recovered from the defaulting supplier/contractor but they will not be entitled to any gain or risk purchase. In addition to the additional cost as referred to above, AFCCL shall have the right to claim actual loss sustained due to cancellation of the order/contract.

2.00 PERFORMANCE SECURITY/PERFORMANCE GUARANTEE:

- 2.01 The Performance Security/Guarantee furnished by the supplier/contractor shall be forfeited in case they fail to fulfill their obligations in terms of the order/contract.
- 2.02 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, AFCCL 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 on account of the Supplier/Contractor.

3.00 INSPECTION AND TEST:

Ashuganj Fertilizer & Chemical Company Limited (AFCCL) will arrange comprehensive inspection of the goods in respect of quality, quantity, packing, marking etc. including supervision of loading by any Inspection Agency or their accredited representative prior to shipment subject to the following conditions :-

- 3.01 The Supplier/Contractor or their Principals shall accord necessary facilities to the Inspector or their accredited representative to carryout proper inspection of the goods.
- 3.02 In case the Supplier/Contractor or their Principals/Manufacturer fail to extend necessary facilities to the Inspector or the authorized representative to perform inspection and test, the cost incurred for arranging such facilities for the purpose of inspection and test shall be recovered form the Supplier/Contractor or their Principals.
- 3.03 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 Principal/Manufacturer shall be liable to pay to the Inspector the cost incurred by them for such journey.

- 3.04 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\$ 12,500.00 (US Dollars Twelve thousand five hundred) only.
- 3.05 Shipment of goods shall not be effected without written clearance from the Inspection Agency.
- 3.06 The cost of Inspection shall be borne by the buyer (AFCCCL) except in the cases mentioned at sub-para 3.02., 3.03 & 3.04 above where the Supplier/Manufacturer/Producer shall pay the cost to the Inspector.
- 3.07 If any Supplier/Contractor or their Principals/ manufacturer fail to settle the Inspector's claim, the same shall be settled by AFCCCL out of the amount of letter of Credit or their Performance Security/Guarantee.
- 4.00 WARRANTY:
- 4.01 The Supplier/Contractor or their Principal/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 requirement of specifications and shall be in all respects suited to the purpose intended. The warranty shall be for a period of 12(twelve) months from the date of final acceptance of the goods or for a period of 18(eighteen) months from the date of shipment.
- 4.02 The Supplier/Contractor or their Principals/Manufacturer shall remedy all defects in design, materials and workmanship free of costs 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.
- 5.00 PACKING AND MARKING:
- 5.01 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.
- 5.02 The packing, marking and documentation within and outside the package/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 AFCCCL.
- 5.03 Each package/case shall have the following information distinctly printed in block letters on its outside:-
- 1) Final destination;
 - 2) Name of the consignee;
 - 3) Letter of Credit and Purchase Order Number;
 - 4) Short description of goods;
 - 5) Gross weight and net weight;
 - 6) Volume measurement of package/case.
 - 7) Name and address of the Seller;
 - 8) Certificate of Country of Origin.

6.00 SHIPPING INSTRUCTION:

- 6.01 Shipment of goods shall not be affected on vessels of any country with whom Bangladesh does not have any diplomatic relation.
- 6.02 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.
- 6.03 Loading of more than one consignment in FCL container and shipment in LCL Container for cargo having weight 3.00 M.T. and above is strictly prohibited.
- 6.04 Shipment of goods direct through concerned Carrier / Carrier's agent (without engaging Freight Forwarder / Broker) is preferred. However, shipment through only one Freight Forwarder / Broker may be made subject to the charges, if any, required for obtaining NOC (No Objection Certificate) / DO (Delivery Order) from the Freight Forwarder's / Broker's agent in Bangladesh shall borne by the Supplier. The Supplier shall submit a certificate stating that the consignment is shipped through Freight Forwarder / Broker with name and address of concerned Freight Forwarder and their agent in Bangladesh.

7.00 INSURANCE:

- 7.01 AFCCL shall obtain foreign currency open cover note under Marine Insurance Policy from the Sadharan Bima Corporation, 24-25, Dilkusha C/A., Dhaka, Bangladesh which shall be such as to allow complete replacement of any article lost or damaged, Insurance Policy will be obtained on receipt of express Cable/E-mail/Fax advice of shipment of goods which the seller will send to the General Manager (Accounts & Finance), Ashuganj Fertilizer & Chemical Company Limited, Ashuganj, Brahmanbaria-3403, Bangladesh as well as to the Sadharan Bima Corporation, 24-25, Dilkusha C/A., Dhaka, Bangladesh (Cable Address: BIMA, DHAKA, Talex: 675608 SEB BJ, Fax: 0088-02-9564197) within 2 days of each loading for shipment followed by a confirmation copy through registered post.
- 7.02 In addition to the cable advice the seller shall furnish a declaration including the number of packages, name of carrier, sailing date, port of despatch, Bill of Lading number and the value of the consignment mentioning the number of the contract to both AFCCL and the Sadharan Bima Corporation so as to reach them within 14(forteen) days from the date of shipment.

8.00 INSURANCE PREMIUM:

- 8.01 Vessel age should not exceed 20 years. Shipment of cargo by Chartered vessel is acceptable provided the vessel is approved by Sadharan Bima Corporation(SBC), Dhaka Bangladesh prior to shipment. SBC normally charges higher rate of premium for over aged vessel. SBC allows concession in premium to the Buyer for shipment of cargo per chartered vessel upto 20 years of age. In case of shipment by chartered vessel over 20 years the Supplier/Ship owner shall have to pay such additional premium charged by SBC over the prevailing rate in addition to normal overage premium applicable to overaged vessels in foreign exchange.
- 8.02 In case of shipment of cargo by chartered vessel the age of vessel must be within 20 years and classed by a classified Association/ Society. Otherwise, vessel of more than 20 years of age and un classed OA: AP or any other extra charges in addition to normal premium imposed by SBC will have to be borne by the Supplier/Carrier/Ship owner.

9.00 SHIPMENT DOCUMENT:

9.01 Advice of shipment shall be sent to Cable/Telex/Fax to:-

- 9.01.01 The Purchaser (AFCCL)
- 9.01.02 The nominated Insurance Company.

9.02 Advice of shipment shall contain the following information:-

- 9.02.01 Order/Contract number and date;
- 9.02.02 Description of goods and CFR/ CPT value;
- 9.02.03 Quantity of goods shipped;
- 9.02.04 Name of the ship/carrier and its sailing date;
- 9.02.05 Year of built of ship/carrier;
- 9.02.06 Flag, L.R. No. DWT;
- 9.02.07 Name of Owner of ship/carrier & name of Local Agent;
- 9.02.08 Bill of Lading /AWB number and date;
- 9.02.09 Port of loading and port of destination;
- 9.02.10 Expected time of arrival of the ship/Carrier at the port of destination;
- 9.02.11 Whether part shipment or full shipment made;

9.03 Immediately after shipment of goods the Supplier/Contractor or their Principals shall send the following documents in 4(four) copies each directly to AFCCL with a copy to the Insurance Company:-

- 9.03.01 Invoice indicating unit and total price of the delivered goods.
- 9.03.02 Negotiable clean on Board Bill of Lading /Air Waybill marked Freight prepaid and non-negotiable Bill of Lading/Air waybill;
- 9.03.03 Packing list identifying contents of each case of packing;
- 9.03.04 Certificate of Country of Origin;
- 9.03.05 Beneficiary's shipment intimation to AFCCL and also to the Insurance Company for covering insurance of the consignment;
- 9.03.06 Manufacturer's guarantee certificate as to quality of the goods shipped;
- 9.03.07 Clean Inspection Certificate issued by the Inspection Agency;
- 9.03.08 Freight Memo.

10.00 CLEAN BILL OF LADING:

While obtaining the clean B/L from the ship owner, the quantity of the goods shall be mentioned in the B/L clearly. Any qualified B/L under which the carrier may get absolved of their liabilities in the event of any loss/damage during transportation shall not be acceptable.

11.00 LATE DELIVERY AND LIQUIDATED DAMAGE:

11.01 Delivery of goods in time is the essence of the Purchase Order/ Contract and therefore, the Supplier/Contractor or their Principals shall deliver the goods not later than 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 Order/Contract price as liquidated damages and not as penalty a sum equivalent to 1/2% (half percent) of the price for each calendar week of delay or part thereof upto 3(three) months and 1/4%(Quarter percent) per week or part thereof for the period beyond 3(three) months for the undelivered goods. In cases where the undelivered goods held up use of other goods, liquidated damages shall be recovered on the total value of the Order/Contract.

11.02 Delay in excess of 100 (one hundred) calendar days shall cause termination of order/contract and forfeiture of the Performance Security/Guarantee.

12.00 TERMS OF PAYMENT:

12.01 Payment of the contract value will be made in the currencies of the bid through confirmed and irrevocable without recourse non-transferable and non-divisible Letter of Credit in the following manner :-

Full CFR/CPT price of the materials at port of loading for items shipped upon presentation of the shipping documents consisting of the following as evidence that shipment of the items have been made :-

- 12.01.01 " Clean on Board" Bill of Lading/Air waybill;
- 12.02.02 Packing list;
- 12.01.03 Detailed invoice signed in ink;
- 12.01.04 Pre-shipment Inspection Certificate;
- 12.01.05 Certificate of Origin issued by authorised Govt. Organization/respective authority of the country of origin;
- 12.01.06 Guarantee Certificate as to the quality of material;
- 12.01.07 Cable/Telex intimation of shipment to AFCCL and Insurance Company;
- 12.01.08 Freight Memo;
- 12.01.09 Manufacturer's Certificate issued by the manufacturer;
- 12.02 Local Agent's Commission (if any) will be paid in non-convertible Bangladesh Taka as per exchange rate (selling rate) prevalent on the date of shipment after satisfactory supply.

13.00 BANK CHARGES:

- 13.01 Bank charges in Bangladesh for opening of Letter of Credit against on order/contract will be borne by AFCCL.
- 13.02 Bank charges for withdrawal of payment against Letter of Credit shall be borne by the beneficiary.
- 13.03 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 AFCCL.
- 13.04 If the Supplier/Contractor or their Principals desires to have full text of Letter of Credit by cable or by telex or by SWIFT, such cable/telex/SWIFT charges shall be borne by the beneficiary.

14.00 DUTIES AND TAXES:

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

15. 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 both the parties.

16. ASSIGNMENT:

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

17. LUBRICANTS:

All goods and where necessary shall be delivered full assembly Lubricated grassed and ready for operation. Trial runs of the assembled goods will be made prior to acceptance.

18. OPERATION AND MAINTENANCE MANUAL:
Detailed operation and maintenance manual prepared in English Language shall be supplied as per guide line in the technical specification.
19. TROPICAL SERVICE ABILITY:
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.
20. PATENT RIGHT:
The Supplier/Contractor or their Principals shall indemnify the Purchaser (AFCCL) against all third party claims of infringement of patent, trade mark or industrial design right arising from use of the goods in the Purchaser's (AFCCL) country.
21. APPLICABLE LAW:
The Order/Contract shall be interpreted in accordance with the laws of the People's Republic of Bangladesh.
- 22.00 DEFAULT:
- 22.01 If the Supplier/contractor or their Principals fails to make delivery within the time specified or any extension thereof, AFCCL (without prejudice of other rights of AFCCL 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.
- 22.02 Breach of Contract by the Supplier /contractor shall automatically result in the unconditional cancellation of Order and forfeiture of their performance Security/Guarantee and in addition, AFCCL shall reserve the right to purchase from other source any or all undelivered goods and to recover any excess cost thereof from the Supplier/Contractor.
23. SUSPENSION OR TERMINATION OF DELIVERY:
- 23.01 AFCCL may be written notice to the Supplier/Contractor, terminate or suspend in whole or in part, delivery of the goods whenever AFCCL will determine that such action is in the best interest of AFCCL .
- 23.02 The goods that are complete and ready for shipment within 30(thirty) days after the supplier/contractor's receipt of notice of termination shall be purchased by AFCCL at the Order/Contract terms and price. For the remaining goods AFCCL may elect:-
- 23.02.01 to have any portion completed and delivered at Order/Contract terms and price and/or.
- 23.02.02 to cancel the remainder and pay to the Supplier/Contractor and agreed amount for partially completed goods and for materials and parts already procured by the Supplier/Contractor.
- 24.00 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 drawl of payment against Letter of Credit.
- 25.00 UNDERTAKING
The Supplier/Contractor or their Principals shall give a written undertaking to the effect that they have dispatched 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 AFCCL. Such Certificate shall form an integral part of the shipping documents required to be produced to the Bank for drawl of payment against Letter of Credit.

26.00 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 Performance Security/Guarantee or in any other manner AFCCL deems fit.

27. FORCE MAJEURE:

27.01 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.

27.02 If at any time during the enforceability of the Order/Contract either party is unable to perform is 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 Government(including but not restricted to prohibition of export or import), fire, flood, explosion or other accidents, epidemic, 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 fulfillment 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.

27.03 If a force majeure situation arises, the supplier/contractor shall promptly notify AFCCL in writing of such conditions and the causes thereof. Unless otherwise directed by AFCCL 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.

28. ARBITRATION:

28.01 AFCCL and the supplier/contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the order/Contract.

28.02 If AFCCL and the supplier/contractor have not been able 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 AFCCL 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 or 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 there under and any statutory modification thereof shall be deemed to apply to the said arbitration . The place of arbitration will be Dhaka, Bangladesh.
