



Trading Corporation of Bangladesh (TCB)
TCB Bhaban, Kawran Bazar, Dhaka-1215
www.tcb.gov.bd



Commercial Section

Invitation For Tender (International) for Purchase of

(a) 11,000,000 (±5%) Liter Refined Soyabean Oil, (b) 8,000 (±5%) M. Ton Whole Husked (Without Husk) Red Lentil

1	Ministry/Division	Ministry of Commerce.
2	Agency	Trading Corporation of Bangladesh (TCB)
3	Procuring Entity Name	Additional Director (Commercial), TCB, Dhaka.
4	Procuring Entity Code	Not applicable.
5	Procuring Entity District	Dhaka.
6	Invitation for	a) Refined Soyabean Oil b) Whole Husked (Without Husk) Red Lentil
7	Invitation Ref. No.	a) 26.05.0000.016.08.225.23.301, b) 26.05.0000.016.08.225.23.302
8	Date	02-10-2023

KEY INFORMATION

9	Procurement Method	Open Tendering Method (OTM) (International)
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FUNDING INFORMATION

10	Budget and Source of Funds	TCB's Own Fund.
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PARTICULAR INFORMATION

11	Package No.	a) TCB/Imp-23/Soyabean Oil/2023-24, b) TCB/Imp-23/Red Lentil/2023-24	
12	Package Name	a) Refined Soyabean Oil, b) Whole Husked (Without Husk) Red Lentil	
13	Tender Publication Date	03-10-2023	
		Date	Time
14	Tender Documents Last Selling Date and Time	13-11-2023	17.00 P.M
15	Tender Closing Date and Time	14-11-2023	12:00 P.M
16	Tender Opening Date and Time	14-11-2023	12:15 P.M
17	Name & Address of the office(s)	Address	
	- Selling Tender Document of each item can be purchased from the banks & offices as mentioned in right column.	(1) Sonali Bank Ltd. Kawran Bazar Branch, TCB Bhaban, Dhaka. (2) Trust Bank Ltd. Kawran Bazar Branch, and (3) Accounts & Finance Division, TCB's Principal Office at Dhaka.	
	-Receiving Tender Document	In front of TCB's reception (2 nd floor), TCB Bhaban, 1, Kawran Bazar, Dhaka.	
	- Opening Tender Document	Board Room, TCB.	

INFORMATION FOR TENDERER

18	Eligibility of Tenderer	Bonafide Suppliers. Details conditions will be mentioned in the Tender documents.
19	Brief Description of goods	Import of a) 11,000,000 (±5%) (Eleven Million Plus Minus Five Percent) Liter Refined Soyabean Oil Packed in 02 (Two) Liter Food Grade PET Bottle. b) 8,000 (±5%) (Eight Thousand Plus Minus Five Percent) M.Tons Whole Husked (Without Husk) Red Lentil packed in 25/50 (Twenty Five/Fifty) kg bag.
20	Price of Tender Document	Price of (a) Refined Soyabean Oil tender document is Taka 5,000 (Five Thousand) & (b) Whole Husked (Without Husk) Red Lentil tender document is Taka 5,000 (Five Thousand).

Lot No	Identification of Lot	Location	Tender Security Amount (USD/BDT)	Shipment Schedule
21	1. a) Refined Soyabean Oil b) Whole Husked (Without Husk) Red Lentil.)	Offers are to be made on CFR (C) Chattogram (Previous name Chittagong) by Sea or CPT Benapole/ Bangla Hili/ Darshana/ Sonamasjid/ Bhomra/ Teknaf by rail/ truck	Tender is to be submitted along with Tender Security amounting to: a) USD 324,525 (US Dollar Three Hundred Twenty-Four Thousand, Five Hundred Twenty-Five) or BDT 3,58,60,000 (BDT Three Crore Fifty Eight Lac Sixty Thousand) Only b) USD 149,864.25 (US Dollar One Hundred Forty-Nine Thousand, Eight Hundred Sixty-Four Point Two Five) or BDT 1,65,60,000 (BDT One Crore Sixty Five Lac Sixty Thousand) Only in the form of Pay-Order/ Bank Draft must be issued from any scheduled Bank of Bangladesh and Bank Guarantee from a foreign Bank must be endorsed by any local scheduled Bank. The Successful Tenderer is to submit 5% (Five Percent) Performance Security in the similar form of Pay-Order/Bank Draft/Bank Guarantee.	Entire quantity of Goods is to be shipped within (a) 10.02.2024 (b) 10.02.2024

PROCURING ENTITY DETAILS

22	Name of Official Inviting Tender	Khandaker Nurul Hoq
23	Designation of Official Inviting Tender	Additional Director (Commercial), TCB Kawran Bazar, Dhaka.
24	Address of Official Inviting Tender	Principal Office, Trading Corporation of Bangladesh (TCB) 1, Kawran Bazar, Dhaka.
25	Contact details of Official Inviting Tender	Telephone No. 02-8180060 Fax No.880-2-8180057 E-mail: tcb@tcb.gov.bd, tcbimp@tcb.gov.bd

Special Instructions:

- Incomplete, conditional Tender and alternative offer shall not be considered.
- The procuring entity reserves the right to accept any or reject any /all Tenders partly or wholly without assigning any reason.
- Tenderer who was awarded the Notification of Awarded (NOA) earlier but could not submit Performance Security (PS) in due time, will not be eligible for the Tender
- Tenderer who's Performance Security (PS) was partially or totally forfeited earlier will not be eligible to participate in the Tender.

(Khandaker Nurul Hoq)
Deputy Secretary
Additional Director (Commercial)
Trading Corporation of Bangladesh

Handwritten signature and date: 02/10/23

เอกสารประกอบการยื่นประมูล

Translated from Bengali to English

Purchase (International)

Sl.no	Documents	Remarks
1	Money receipt as proof of purchase of tender documents.	Documents of Foreign principle
2	Tender security	
3	Proforma Invoice	
4	Certificate of Incorporation / Trade License	
5	Membership Certificate of Chamber of Commerce/ business Association	
6	Certificate of Financial ability / credit limit.	
7	Experience certificate.	
8	Certificate of Export registration	
9	Agreement between foreign principle and local representative (agreement of local agent)	
10	Trade license	Documents of Local representative
11	TIN certificate / VAT registration certificate	
12	Import registration certificate	
13	Indenting Certificate	
14	Bank Solvency Certificate	
15	Authorization letter for submission of tender on behalf of foreign principle.	

Trading Corporation of Bangladesh
Principal Office
TCB Bhaban, 1 Kawran Bazar,
Dhaka-1215.

Website: www.tcb.gov.bd

Invitation For Tender (International)
Import of 30,00,000 ($\pm 5\%$) Liter Refined Soybean Oil.

July 2021

Price Tk 3,000/- (Three Thousand) only non-refundable.

Duplicate



Trading Corporation of Bangladesh (TCB)

TCB Bhaban, Kawran Bazar, Dhaka-1215

www.tcb.gov.bd



Commercial Section

Invitation For Tender (International) of (a) 30,00,000 (±5%) Liter Refined Soyabean Oil (b) 3,000 (±10%) M.Ton Onion

1	Ministry/Division	Ministry of Commerce.			
2	Agency	Trading Corporation of Bangladesh (TCB)			
3	Procuring Entity Name	Chief Officer (Commercial), TCB, Dhaka.			
4	Procuring Entity Code	Not applicable.			
5	Procuring Entity District	Dhaka.			
6	Invitation for	(a) Refined Soyabean Oil (b) Onion			
7	Invitation Ref. No.	(a) 26.05.0000.016.08.166.21.1203 (b) 26.05.0000.016.08.166.21.1204			
8	Date	04-07-2021			
KEY INFORMATION					
9	Procurement Method	Open Tendering Method (OTM) (International)			
FUNDING INFORMATION					
10	Budget and Source of Funds	TCB's Own Fund.			
PARTICULAR INFORMATION					
11	Package No.	(a) TCB/Imp-03/Soyabean Oil/2021-22 (b) TCB/Imp-03/Onion/2021-22			
12	Package Name	(a) Refined Soyabean Oil (b) Onion			
13	Tender Publication Date	05-07-2021			
		Date	Time		
14	Tender Documents Last Selling Date and Time	16-08-2021	17:00 P.M		
15	Tender Closing Date and Time	17-08-2021	11:00 A.M		
16	Tender Opening Date and Time	17-08-2021	11:15 A.M		
17	Name & Address of the office(s)	Address			
	- Selling Tender Document of each item can be purchased from the banks & offices as mentioned in right column.	(1) Sonali Bank Ltd. Kawran Bazar Branch, TCB Bhaban, Dhaka. (2) Trust Bank Ltd. Kawran Bazar Branch, and (3) Accounts & Finance Division, TCB's Principal Office at Dhaka.			
	- Receiving Tender Document	In front of TCB's reception (2 nd floor), TCB Bhaban, 1, Kawran Bazar, Dhaka.			
	- Opening Tender Document	Board Room, TCB.			
INFORMATION FOR TENDERER					
18	Eligibility of Tender	Bonafide Suppliers. Details conditions will be mentioned in the Tender documents.			
19	Brief Description of goods	Import of (a) 3,000,000 (±5%) (Three Million Plus Minus Five Percent) Liter Refined Soyabean Oil Packed in 02 (Two) Liter Food Grade PET Bottle. (b) 3,000 (±10%) (Three Thousand Plus Minus Ten Percent) M.Tons Onion.			
20	Price of Tender Document	(a) Tk.3,000 (Three Thousand) only Per Set. (b) Tk.3,000 (Three Thousand) only Per Set.			
	Lot No	Identification of Lot	Location	Shipment Schedule	
21	1.	(a) Refined Soyabean Oil (SOIT-1) (b) Onion	Tenders are to be made on CFR (C) Chattogram (Previous name Chittagong) by Sea.	Tender is to be submitted along with Tender Security amounting to: (a) USD 89,400.00 (US Dollar Eighty Nine Thousand Four Hundred) or BDT 76,00,000.00 (BDT Seventy Six Lac) Only. (b) USD 29,000.00 (US Dollar Twenty Nine Thousand) or BDT 24,65,000.00 (BDT Twenty Four Lac Sixty Five Thousand) Only in the form of Pay-Order/Bank Draft/Bank Guarantee. The Successful Tenderer is to submit 5% (Five Percent) Performance Security in the form of Pay-Order/Bank Draft/Bank Guarantee.	Entire quantity of Goods is to be shipped within (a) 20 October 2021 (b) 10 October 2021 (Including L/C correction & grace period) from the date of opening L/C.
PROCURING ENTITY DETAILS					
22	Name of Official Inviting Tender	Md. Shekhabur Rahaman			
23	Designation of Official Inviting Tender	Chief Officer (Commercial), TCB Kawran Bazar, Dhaka.			
24	Address of Official Inviting Tender	Principal Office, Trading Corporation of Bangladesh (TCB) 1, Kawran Bazar, Dhaka.			
25	Contact details of Official Inviting Tender	Telephone No. 02-8180074	Fax No. 880-2-8180057	E-mail: tcb@tcb.gov.bd , tcbimp@tcb.gov.bd	
26	Special Instructions: I. Incomplete, conditional Tender and alternative tender shall not be considered. II. The procuring entity reserves the right to accept any or reject any/all Tenders partly or wholly without assigning any reason. III. Tenderer who was awarded the Notification of Awarded (NOA) earlier but could not submit Performance Security (PS) in due time, will not be eligible for the Tender IV. Tenderer who's Performance Security (PS) was partially or totally forfeited earlier will not be eligible to participate in the Tender.				

(Md. Shekhabur Rahaman)
Chief Officer (Commercial)
Trading Corporation of Bangladesh

Handwritten signature and text: Duplicate copies

**Trading Corporation of Bangladesh
Principal Office
TCB Bhaban, Kawran Bazar,
Dhaka-1215.**

Website: www.tcb.gov.bd

Invitation Request For Tender (International) Import of 30,00,000 (±5%) Liter Refined Soybean Oil.

Invitation Ref No. 26.05.0000.016.08.166.21.1203

Date: 04-07-2021

NOTE: TENDERER SHOULD AUTHENTICATE EACH PAGE OF THIS TENDER FORM WITH SIGNATURE AND STAMP.

I/We understand that Government through Trading Corporation of Bangladesh hereinafter Referred to as the “Buyer” has invited Tender for import of 30,00,000 (±5%) Liter of Refined Soybean as per following terms & conditions:-

1.0 TENDER INSTRUCTIONS TO BE COMPLIED WITH, WITHOUT FAIL:

- 1.1 The Tender shall be accompanied by, cash receipt showing payment of the cost of Tender documents and Tender Security amounting **USD 89,400.00 (US Dollar Eighty Nine Thousand Four Hundred) or BDT 76,00,000.00 (BDT Seventy Six Lac) only** in the form of Pay Order/Bank Draft/Bank Guarantee with provision of clause of this Tender. Bank Guarantee must be endorsed by any local scheduled bank on **BDT 300 Non-Judicial Stamp** which will be liable to settle any claim without any question whatsoever. Pay Order/Bank Draft/ must be issued from any scheduled bank of Bangladesh. Tender without Tender Security shall not be considered for acceptance.
- 1.2 Specification wise price is to be quoted in the Tender schedule.
- 1.3 Each tender shall be submitted in two separate sealed cover one written in “**Original**” and other written in “**Duplicate**” which are superscripted with tender numbers and name of them addressed to the Chairman, Trading Corporation of Bangladesh. It shall be dropped personally/by representative in the tender box kept in front of TCB’s reception (2nd floor) TCB Bhaban, 1, Kawran Bazar. **No tender will be opened without duplicate copy.**
- 1.4 Tender shall remain valid for acceptance **360 (Three Hundred Sixty)** hours from the time & date on which they are opened. The validity of tender may be extended if so required by the Buyer as approved by Government. If any Tender is withdrawn before the expiry of minimum **360 (Three Hundred Sixty)** Hours as aforesaid, the tenderer will be debarment listed and Tender Security shall be forfeited.
- 1.5 Each Tender shall strictly comply with all requirements laid down in this form and no space be kept blank.
- 1.6 The Buyer reserves the right to accept or reject any or all Tenders without mentioning any reason thereof or reserves the right to purchase any quantity more or less than those quoted for.
- 1.7 The Tender is open to all subject to stipulated terms and conditions. There are two options to submit Tender as a seller. (a) Foreign company will submit Tender through local agent & (b) Local company will submit Tender mentioning their foreign principal.
- 1.7.1 **Option (i):** In case any tender is submitted by a local agent, the tenderer will have to
 - (a) Submit formal agency agreement signed between the principal and the local agent under their official seals along with tender so that tenderer can deal with the tendered quantity.
The local agent shall have to submit Principal’s
 - (b) Certification of Incorporation/Trade License
 - (c) Membership Certificate of Chamber of Commerce.
 - (d) Financial Solvency Certificate from any scheduled bank indicating minimum **USD 2.2 (US Dollar Two Point Two Million)** deposit or credit limit to them
 - (e) Export Registration Certificate
 - (f) Documents in support of shipment of human food items (Chick Pea, Crude Degummed Soyabean Oil (CDSO) Refined Soybean Oil, Crude Palm Olein, Refined Palm Olein, Refined Sugar, Rice, Wheat, Red Lentil etc.).If the local agent is to sign contract on behalf of the principal, he must produce letter of authorization before signing of the contract.

- 1.7.2 The local agent shall have to submit
- (a) Trade license
 - (b) TIN certificate
 - (c) VAT registration certificate
 - (d) Import registration certificate
 - (e) Indenting certificate (If any)
 - (f) Solvency certificate from any scheduled Bank of Bangladesh issued not earlier than one month before opening of tender.
- In case a local agent submits the tender on behalf of its Seller, the local agent will require submitting
- (g) A proof of authorization from the principal to submit the tender on its behalf.
- 1.7.3 **Option (ii):** In case any tender is submitted by any Bangladeshi company as seller, then the tenderer will have to submit
- (a) Formal agreement signed with his foreign principal under their official seals along with tender so that at the time of evaluation buyer can ensure that tenderer will supply the goods as per terms of schedule and contract. The seller shall have to submit his,
 - (b) Certification of Incorporation/Trade License
 - (c) Membership Certificate of Chamber of Commerce
 - (d) Financial Solvency Certificate from any scheduled bank indicating minimum **BDT 18,70,00,000 (Eighteen Crore Seventy Lac)** deposit or credit limit to them
 - (e) Import Registration Certificate
 - (f) Documents in support of import of human food items (Chick Pea ,Crude Degummed Soyabean Oil (CDSO) Refined Soybean Oil, Crude Palm Olein, Refined Palm Olein, Refined Sugar, Rice, Wheat, Red Lentil etc) .
- 1.7.4 The tenderer also will have to submit of principal's (a) Certification of Incorporation/Trade License (b) Membership Certificate of Chamber of Commerce (c) Financial Solvency Certificate from any scheduled bank indicating minimum **USD 2.2 (US Dollar Two Point Two Million)** deposit or credit limit to them (d) Export Registration Certificate (e) Documents in support of shipment of human food items (Chick Pea ,Crude Degummed Soyabean Oil (CDSO) Refined Soybean Oil, Crude Palm Olein, Refined Palm Olein, Refined Sugar, Rice, Wheat, Red Lentil etc) .
- 1.8 Source of supply, port of shipment, name and address of the seller along with certificate regarding specification, quality of goods and commitment of supply against this tender shall be mentioned in this tender form clearly. A Proforma Invoice from the Beneficiary (Principal/Seller) on their letter head in original or in fax followed by original letter head duly signed and sealed indicating quantity tendered, shipment schedule agreed, price and specification of the tendered goods shall be submitted along with the tender as a proof of positive line up of supply without which the tender shall not be considered.
- 1.9 The tenderer or bidder must quote price (in US Dollar) for **Refined Soybean Oil per Ltr** on CFR(C) Chattogram (Previous name Chittagong) liner term by sea showing break up of FOB price, freight and commission separately. The tender must be prepared in English.
- 1.10 The tender must be firm and final; validity of the tender must be quoted clearly.
- 1.11 Tenders received late and or incomplete will not be accepted.
- 1.12 The local agent's commission, if any, should be mentioned separately and clearly and will be paid in Bangladesh currency on satisfactory performance of the contract at the rate of exchange prevailing on the date of negotiation of documents.
- 1.13 Goods tender must not originate from Israel. The goods must not also be shipped on a vessel flying the flag of Israel.
- 1.14 In case, the tenderers/bidders submit fake documents along with their tender and furnish incorrect/false/misleading information in their tender, the tenderer will be debarment listed and Tender Security shall be forfeited.
- 1.15 If any tenderers/bidder makes any written complaint against the decision taken on a particular case of Tender import and if, such complaint does not stand on proper scrutiny, the case is to be put up to the appropriate authority through Tender committee stating all details. In such case, the Tender committee may recommend punitive measure for debarment listing and Tender Security shall be forfeited.
- 1.16 In case, of local agent/(Principal/Seller) fails to receipt of Notification of Award (NOA)/order or fails to submit of Performance Security the buyer shall have right to forfeit the Tender Security. After signing the contract if the local agent/(Principal/Seller) fails to supply the goods the buyer shall have forfeit the Performance Security and both the original seller and his local agent will be debarment listed and Tender Security shall be forfeited.
- 1.17 No Debarment listed company(s) or their associates/sister concerns or in any way connected with the debarment listed company shall not be eligible to participate in this Tender.

- 1.18 The local agent commission is payable in Bangladeshi currency after full execution of the consignment or contract.
- 1.19 The tenderer shall have to submit Tender and all documents along with their official seals & sign in each page.
- 1.20 The tenderer shall have to mention the specific country of origin of Refined Soybean Oil in the Tender.
- 1.21 The port of loading/shipment must be in the country of origin of Refined Soybean Oil.
- 1.22 Tender of part quantity is not accepted.

2.0 **NAME OF THE ITEM REQUIRED TO BE IMPORTED:**

I/We understand that this Tender shall tender to sell of **Refined Soybean Oil** for import into Bangladesh fit for human consumption and conform to the public Health Regulation in force in the country of origin.

3.0 **ORIGIN, QUANTITY AND SPECIFICATION:**

3.1 **Country of Origin:**

3.1.1 **Quantity:** 30,00,000 (±5%) (Three Million Plus Minus Five Percent) Liter Refined Soybean Oil Packed in 02 (Two) Liter Food Grade PET Bottle.

3.2 **Specification:**

3.2.1 **Description:**

3.2.1.1 The material shall be obtained from good quality soyabeans from the plant Glycine max (L) Merrill Syn. Glycine soja, sieb and zucc., fam. Legumisonae by a process of solvent extraction.

3.2.1.2 The material shall be clear and free from adulterants, sediment, suspended and other foreign matter, separated water, and added colouring and flavoring substances. The material shall have acceptable test and odour.

3.2.1.3 The clarity of the material shall be judged by the absence of turbidity after keeping the filtered sample at 30°C for 24 hours.

3.3 The material shall also comply with the requirements given in Table-1

Table-I: Requirements for Fortified Soybean Oil

Sl. No	CHARACTERISTIC	REQUIREMENTS	METHOD OF TEST REF. BDS 1584
I	2	3	4
i)	Moisture and Insoluble impurities, percent by mass, Max	0.1	9 & 10
ii)	Colour in a 1 inch (2.54 cm) cell on the Lovibond scale expressed as Y+ 5R, not deeper than	7.5	4
iii)	Refractive index at 40°C	1.4650-1.4710	7
iv)	Relative density (20° / 20°C)	0.919 – 0.925	10
v)	Saponification value (as KOH), mg/g	189-195	15
vi)	Iodine value	124-139	19
vii)	Acid value (as KOH), mg/g,Max	0.5	11
viii)	Unsaponifiable matter, percent by mass, Max	1.5	17
ix)	Peroxide value, expressed as milliequivalents of as oxygen per kg,Max	5.0	20
x)	Flash point, Pensky-Martins (closed) °C Min.	250	23
xi)	Phosphorus content	To pass the test	No visible break on heating the oil at 250°C
xii)	Vitamin A, mg/kg	15-30	Appendix B or C of BDS1769:2014

3.4 The product shall not contain any of the toxic metals in excess of the quantities prescribed in Table-2.

Table-2 Limits for heavy metals

Sl. No	CHARACTERISTIC	REQUIREMENTS	METHOD OF TEST REF. TO
(1)	(2)	(3)	(4)
i)	Lead (as Pb) , ppm,Max.	0.1	AOAC Method 974.27,1990/2005
ii)	Arsenic (as As) , ppm,Max.	0.1	AOAC Method 986.15,1990/2005
iii)	Cadmium (Cd) , ppm,Max.	1.0	AOAC Method 974.27,1990/2005
iv)	Mercury (total), ppm,Max.	0.25	AOAC Method 971.21,1990/2005
v)	Iron (as Fe), ppm, Max.	1.5	AOAC Method 9920.197,1990/2005/App.D of BDS1769:2014
vi)	Cooper (as Cu), ppm,Max	0.1	AOAC Method 991.11,1990/2005/ App.E of BDS1769:2014

3.5. **PERMITTED FOOD ADDITIVES:**

Additional of the following Food Additives to the materials not exceeding the prescribed levels are permitted:

INS No.	Antioxidants	Maximum Use level
304	Ascorbyl palmitate	500 mg/kg (singly or in combination)
305	Ascorbyl stearate	
307a	Tocopherol, d- alpha	300 mg/kg (singly or in combination)
307b	Tocopherol concentrate, mixed	
307c	Tocopherol, dl-alpha	
310	Propyl gallate	100 mg/kg
319	Tertiary butyl hydroquinone (TBHQ)	120 mg/kg
320	Butylated hydroxyanisole (BHA)	175 mg/kg
321	Butylated hydroxytoluene (BHT)	75 mg/kg
any combination of gallates, BHA, or TBHQ not to exceed 200 mg/kg within individual limits		
389	Dilauryl thiodipropionate	200 mg/kg
330	Citric acid	GMP
331(i)	Sodium dihydrogen citrates	GMP
331(iii)	Trisodium citrates	GMP
384	Isopropyl citrates	100 mg/kg (singly or in combination)
472c	Citric and fatty acid esters of glycerol	
Antifoaming agents (oils for deep frying)		
900a	Polydimethylsiloxane	10 mg/kg

3.6 **Brand Name:**

4.0 **PACKING AND MARKING:**

4.1 **Packing:**

The material shall be supplied in suitable sealed and well-closed food grade Poly Ethylene Terephthalate (PET) bottle. The PET bottle shall be new, clear, and it shall be food grade. The PET bottle must be heavy so that under normal pressure it remains in good condition. Each PET bottle must be intact and packed in 7 (Seven) ply paper cartons. Seller will ensure security seal on each bottle without fail. The weight of oil, empty PET bottle, handle etc of each 02 (Two) liter PET bottle are given below:

Sr.No	The weight of Soyabean Oil (Net weight)	The weight of Bottle including Handle, Cap & Label
1	2	3
1	2 Liter (1844 gram ± 4 gram)	60 gram ± 15 gram

4.2 **Marking:** Each PET bottle shall be marked or labeled with the following particulars:

- TCB's Logo, Purchased by TCB;
- Contract No;
- Name of the product with brand name;
- Name and address of the manufacturer;
- Name of the Supplier,
- Batch or code number;
- Net content in Liter;
- Date of Manufacturing;
- Date of expiry; (Minimum **Two years** from the date of Manufacturing);
- List of additives in descending order of proportion, if used;
- Any other requirements are specified under the Bangladesh Standards of Weights and Measures (Packaged Commodities) Rules, 2007; and
- Fortification logo-** In addition of BSTI logo, 'Vitamin A fortification logo' must be used on the label of the bottle of the product according to "The Law of Vitamin 'A' Fortification in Edible Oil in 2013"
- All other terms and conditions are as per BDS 1769:2014;

duplicate copy

- 4.3 The label of bottle and the marking of cartoon (Mentioned 7 ply cartoon and required information) shall be approved by the buyer.
- 4.4 Cartoon: Each cartoon contains 09 bottles. i.e. (9×2)=18 litres soyabean oil.

5.0. PRICE:

I/We tender the following prices on per-Ltr basis.

Packing	Tender Quantity (±5%) liter	FOB price per Ltr (Net) (USD)/Port of shipment	Freight per Ltr (Net.) (USD)	Agency Commission per Ltr (Net) (USD) (if any)	CFR (C) Chattogram (Previous name Chittagong) Liner term by Sea price per Ltr (Net.) (USD) (3+4+5)	Total CFR (C) Chattogram (Previous name Chittagong) Liner term by Sea price per Ltr (Net.) (USD) (2×6)
1	2	3	4	5	6	7
02 (Two) Litre PET Bottle						

6.0 PERIOD OF DELIVERY:

- 6.1 Refined Soybean Oil being an essential commodity, timely shipment and arrival of goods are the essence of the contract shipment of contracted Refined Soybean Oil is to be effected as per following schedule.

(a) Entire quantity of 30,00,000 (± 5%) Liter Refined Soybean Oil will be shipped within **15-10-2021**.

- 6.2 After opening Letter of Credit by Buyer in favor of Seller, if there is any amendment needed by Seller, it is to be informed to Buyer within 03 (Three) days and Buyer will take necessary steps as per contract. If there is no correspondence within 03 (Three) days then Buyer will consider L/C to be functional and this period (Maximum 03 days) will not be deducted from period of shipment/ delivery. I.e. latest date of shipment maximum **18-10-2021**.
- 6.3 If the Seller fails to ensure delivery as stipulated above, the Buyer shall have the right to terminate the contract and call back the letter of credit and also to forfeit the performance security even legal action may be taken against Seller as per law.

6.4 LIQUIDATED DEMURRAGE:

- 6.5 If extension is required, the procuring Entity may extend delivery or shipment period as deemed reasonable. In that case the seller shall promptly notify the Buyer in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the Seller's notice, the Buyer shall evaluate the situation and may in its discretion extend the Seller's time maximum **02 (Two) days** for shipment or delivery as grace period. I.e. latest date of shipment maximum **20-10-2021** In spite of grace period if seller fails to ship the goods, **2%** deduction of payment will be applied for **05 (Five) days** time extension I.e. latest date of shipment maximum **25-10-2021** and fraction will be counted as **05 (Five) days**. No extension would be made after **25-10-2021**. However total deduction of payment for late shipment will not be more than **2%** of total value. Buyer shall have the right to forfeiture of Performance Security (PS) and to terminate the contract and/or to recall the Letter of Credit and/or other legal actions if seller fails to ship the goods within grace or extended period of shipment.

- 6.6 I/We understand that if we fail to adhere to the delivery schedule, the Buyer shall have right to terminate the contract and/or claim compensation in addition to the forfeiture of Performance Security.

7.0 TRANSPORTATION BY SEA:

We understand that;

- 7.1 The goods shall be shipped in container by sea from any port in any flag vessel except the port of Israel and vessel of Israel.
- 7.2 The goods shall be shipped by ocean going vessel on liner term basis and discharged at Chattogram (Previous name Chittagong) The vessel must be classed as per Lloyds Classification 100-A-I or by equivalent Classification Society and the vessel must possess valid certificate relating thereto. The vessel must also possess all survey certificates valid up to the end of her voyage.
- 7.3 The age of the vessel shall be restricted within 15 years. Vessel beyond 15 years of age may be used, but in that case the over-age insurance premium along with 15% VAT as charged by Buyers insurer, if any, shall be borne by Seller/Supplier. In any case the age of the vessel shall not exceed 25 years. The selected vessel must be classified in Lloyd's Register as 100A-1 or equivalent. No unclassed vessel beyond the members of International Association of Classification Societies (IACS) shall be acceptable to Buyer.
- 7.4 Part shipment is allowed but not more than **05 (Five) installments**. Trans shipment is allowed but B/L shall remain the same. The cost of first time testing for quality of Refined Soybean Oil from BSTI/BCSIR will be borne by buyer and rest of the time of cost for testing from BSTI/BCSIR will be borne by Seller.

- 7.5 In case of transportation by vessel full particulars of the vessel like, correct name, flag, year of built, name of P&I Club, Port of Registration and Registration number etc are to be supplied to the buyer by the seller at least 03 days ahead of shipment of Refined Soybean Oil.
- 7.6 The first fax/e-mail notice of vessel arrival at Chattogram (Previous name Chittagong) shall give 10(ten) days second notice 72 hours and final notice 24 hours before arrival, to the following address (Dhaka Office Fax No. 88-02-8180057 E-mail tcb@tcb.gov.bd and Chattogram (Previous name Chittagong) Fax No. Office 88-031-740109. E-mail tcbctg@tcb.gov.bd If the seller fails to do so any loss incurred by the buyer on this account shall be on seller's account and the buyer shall have right to forfeit the Performance Security, besides taking other action that may be warranted by law.
- 7.7 If the ship's agent in Bangladesh fails to submit Import General Manifest (IGM) 24 hours before giving NOR or make any faulty declaration or any discrepancies arising due to negligence of shippers agent for which any loss or additional expenses are incurred by the buyer on this account shall be on seller's account and buyer shall have right to forfeit the Performance Security besides taking other action as may be warranted.
- 7.8 If the local agent of Seller in Bangladesh fails to co-operate with different organizations/agencies till the goods are handed over to Buyer's representative and any demurrage, loss or additional expenses are incurred by the Buyer on this account due to negligence of local agent shall be on Seller's account and Buyer shall have the right to forfeit the Performance Security besides taking other action as it warrants
- 8.0 **TERMS OF PAYMENT:**
- 8.1 I/We understand that;
- 8.2 After furnishing of the Performance Security by the seller under clause 14 of this Tender document and after signing of the contract, the Buyer shall **open irrevocable, non-transferrable** Letter of Credit for the value of the quantity of the goods to be delivered. Fax/E-mail intimation of the opening date of the L/C will be treated as the L/C opening date.
- 8.3 The letter of Credit shall be negotiable on presentation of the following documents in original;
- (i) Seller's Invoice indicating specification of goods, gross and net. Weight of Refined Soybean Oil shipped.
 - (ii) Bill of Exchange.
 - (iii) Original Shipped on board Bill of Lading showing freight prepared. The Bill of Lading shall indicate gross and net. Weight of the consignment clearly.
 - (iv) Certificate of pre-shipment inspection confirming quantity shown in the Bill of Lading and showing conformity of the goods to contracted specification, packing, marking and weight per bag (gross and net.) issued by the pre-shipment inspection agent nominated by TCB. The cost of inspection shall be borne by Buyer. **Without PSI Certificate payment will not be paid.**
 - (v) Packing list showing gross and net. Weight of Refined Soybean Oil each cartoon.
 - (vi) Weighment certificate showing gross and net. Weight of Refined Soybean Oil supplied in each consignment.
 - (vii) Certificate of origin issued by chamber of commerce/concern Government agency.
 - (viii) Seller's Certificate guaranteeing quality of the goods to conform to contracted specification.
 - (ix) The Seller shall have furnished a phytosanitary certificate from their government or its authorized agency.
 - (x) The Seller shall have furnished a fumigation certificate from their government or its authorized agency.
 - (xi) The Seller shall have furnished a crop year certificate issued or endorsed by Ministry of Agriculture or chamber of commerce or authorized agency of country of supply.
 - (xii) The Seller shall have furnished a certificate from authorized agency of the Government of the supplying country certifying that the Refined Soybean Oil is fit for human consumption.
 - (xiii) The Seller shall have furnished a Radio Activity certificate. The certificate must state clearly the percentage of Radio activity per kg. for cesium 137.
- 8.4 Any other documents specifically wanted by the Corporation (buyer)
- 8.5 The letter of credit shall be negotiable within **21 days** of relative shipment.
- 8.6 The Bank charge for establishing L/C will be on buyer's account.
- 8.7 The charges for extension and amendments of L/C will be on account of the party requesting for such extension/amendments. Add confirmation charge will be seller's account.
- 8.8 Verification of bank reference in Bangladesh and in any foreign country shall be at tenderer's cost.
- 8.9 No condition other than those stipulated in the contract shall be included in the letter of Credit.
- 8.10 The percentage of Radio activity must be within the current acceptable limit of Government of Bangladesh which is 50 BQ/kg of Refined Soybean Oil for cesium 137. If the percentage of Radio Activity exceeds the acceptable limit in that case the supplier shall take back the goods at their cost and risk and pay the Buyer full value of the goods

9.0 **SHIPPING DOCUMENTS:**

9.1 I/We understand that

9.2 Non-negotiable shipping documents as set out below, shall be airtailed/couriered to the Corporation immediately after completion of loading of the vessel(s) carrying Refined Soybean Oil. To discharge the goods due time the original shipping documents as set out below are to be reached to L/C opening bank at least 7 (seven) days before of vessel arrival at Chattogram (Previous name Chittagong) port. If documents not reach at L/C opening Bank within stipulated time for which any loss or additional expenses are incurred by the buyer on this account at L/C opening bank shall be on sellers account and buyer shall have right to forfeit the Performance Security besides taking other action as may be warranted. The required documents are:-

- (i) Seller's Invoice indicating specification of goods, gross and net. Weight of Refined Soybean Oil shipped.
- (ii) Bill of Exchange.
- (iii) Original Shipped on board Bill of Lading showing freight prepared. The Bill of Lading shall indicate gross and net. Weight of the consignment clearly.
- (iv) Certificate of pre-shipment inspection confirming quantity shown in the Bill of Lading and showing conformity of the goods to contracted specification, packing, marking and weight per bag (gross and net.) issued by the pre-shipment inspection agent nominated by TCB. The cost of inspection shall be borne by Buyer. **Without PSI Certificate payment will not be paid.**
- (v) Packing list showing gross and net. Weight of Refined Soybean Oil in each cartoon.
- (vi) Weighment certificate showing gross and net. Weight of Refined Soybean Oilsupplied in each consignment.
- (vii) Certificate of origin issued by chamber of commerce/concern Government agency.
- (viii) Seller's Certificate guaranteeing quality of the goods to conform to contracted specification.
- (ix) The Seller shall have furnished a phytosanitary certificate from their government or its authorized agency.
- (x) The Seller shall have furnished a fumigation certificate from their government or its authorized agency.
- (xi) The Seller shall have furnished a crop year certificate issued or endorsed by Ministry of Agriculture or chamber of commerce or authorized agency of country of supply.
- (xii) The Seller shall have furnished a certificate from authorized agency of the Government of the supplying country certifying that the Refined Soybean Oilis fit for human consumption.
- (xiii) The Seller shall have furnished a Radio Activity certificate. The certificate must state clearly the percentage of Radio activity per kg. for cesium 137.

9.3 05 (Five) sets of the above mentioned documents shall be airtailed/couriered to the following addresses within:-

- | | | |
|---|---|----------------|
| 1 | Chief Officer (Commercial)
Trading Corporation of Bangladesh
TCB Bhaban, 1 Kawran Bazar, Dhaka. | 01 (One) set. |
| 2 | Chief Officer (CMS& S&D)
Trading Corporation of Bangladesh
TCB Bhaban, 1 Kawran Bazar, Dhaka. | 01 (One) set |
| 3 | Chief Officer (Finance)
Trading Corporation of Bangladesh
TCB Bhaban, 1 Kawran Bazar, Dhaka. | 02 (Two) sets. |
| 4 | Chief Officer
Trading Corporation of Bangladesh
TCB Bhaban, Bandartila, Chattogram. | 01 (One) set |

9.4 I/We understand that I/we shall be responsible for any demurrage, handling charges or other expenses arising from delay in the dispatch of shipping documents or incorrect preparation thereof then the cost will be seller's account and the buyer shall have the right to forfeit the amount of Performance Security for non-compliance of this instruction.

10.0 **TENDER SECURITY:**

As a condition of this Tender, we

10.1 Enclose herewith Tender Security in the form of Bank Draft/Pay Order/ Bank Guarantee (in the form given below in Sub-Clause-10.5) of this clause in favor of the Buyer equivalent for **USD 89,400.00 (US Dollar Eighty Nine Thousand Four Hundred)** or **BDT 76,00,000.00 (BDT Seventy Six Lac)** only adhering to the terms of this Tender. Bank Guarantee from a foreign bank must be endorsed by any local scheduled bank on BDT 300 Non-Judicial stamp, which will be liable to settle any claim without any question whatsoever.

10.2 Understand that the Tender Security will be released to the tenderers after seven days of finalization of the Tender whose tenders have not been accepted. The Tender Security in respect of the tenderers whose tenders have been

accepted will be released to them only after they submitted Performance Security in accordance with the provisions of Sub-Clause-14 and signed the contract. If required by the Corporation the tenderers shall extend the validity of Bank Guarantee for Tender Security for the period desired.

10.3 The Tender Security of tenderer who fails to sign the contract or submit Performance Security as per prescribed proforma within the time stipulated and / or allowed, will be forfeited and legal action will be taken against Tender as per PPR. If the tenderer submit any fake documents or make incorrect statement, Tender Security may be forfeited.

10.4 Agree that in the event of acceptance of this Tender by the Corporation, we shall provide Performance Security within 28 (Twenty Eight) days from date of issue of Notification of Award in the form of Bank Draft/Pay Order/ Bank Guarantee (in the form given below in Clause – 14.3 in favor of Corporation, equivalent to 5% of the total value at the accepted rate for the quantity of goods in US Dollar /Bangladesh Taka for the performance of the contract. The Bank Guarantee shall remain valid and in force till 180 days from the date of issue. It shall be extendable for further period, if so required by the Corporation.

10.5 **FORM OF BANK GUARANTEE FOR TENDER SECURITY:**

Whereas the Trading Corporation of Bangladesh, TCB Bhaban, Kawran Bazar, Dhaka has under Ref. No Dated: agreed to waive the requirement of call deposit receipt of US\$ or Taka (.....) for import of (name of item) to be supplied by M/s..... (Name and address of the tenderer) on the terms and conditions governing the said Tender and whereas the said questioner has requested us through (the name of foreign bank) to issue a Security for an amount of US\$ or Taka (.....) consideration aforesaid we (name of the issuing bank, address) hereby undertake and guarantee due performance of the Tender by the tenderer and we unconditionally and absolutely bind ourselves to;

- I) Make payment of US\$ or Taka (.....) only to the Trading Corporation of Bangladesh or as directed by the said Corporation immediately on receipt of demand from the Corporation in writing without any question whatsoever;
- II) Keep this guarantee valid and in force up to 60 (Sixty) days from the date of issue and make it extendable for further period that may be required by the Corporation. This guarantee is unconditional and irrevocable and it is expressly understood that the sole judge for deciding whether the tenderer had adhered to and fulfilled the terms & conditions of the Tender will be the said Corporation. Our commitment under this guarantee is limited to an amount of US\$ / Bangladesh Taka..... And
- III) It is specifically stipulated and understood by us that any grant of time or any indulgence to the tenderer without reference to us shall not in any manner tend to absolve us from our liability to make payment as stipulated above under this guarantee.

Signed

Date

Place

11.0 **PRESHIPMENT INSPECTION (CHECK OF QUALITY, QUANTITY, WEIGHT AND CONDITIONS):**

11.1 Apart from the seller's certificate guaranteeing quality and weight of the goods delivered, the quality, specification, quantity/weight (Gross and Net.) packing and marking of the goods shall be corroborated by certificate of pre-shipment inspections. The pre-shipment inspection certificate should indicate detailed specification gross and net. Weight of goods shipped. Pre-shipment inspection and loading supervision will be done in presence of seller's representative and certificate issued by the inspection agent nominated by the buyer. PSI report by others agent (Not nominated by TCB) shall not be accepts.

11.2 TCB will have the right to send their representative during pre-shipment inspection / loading to see that the Refined Soybean Oilis being loaded as per specification.

11.3 The supplier will accord necessary facilities (warehouse and others) to the inspection agency nominated by the buyer to enable them to carry out inspection / test properly. In case the supplier fails to extend necessary facilities to the inspector or their authorized representative to perform inspection/ test properly, the cost incurred for arranging such facilities for the purpose of inspection / test shall be recovered from the supplier.

11.4 If the supplier officially call the inspector for inspection of goods and if after arrival of the authorized 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 supplier shall be liable to pay to the inspector the cost incurred by them for the journey.

- 11.5 Minimum Inspection Fee: Minimum Inspection fees per consignment are US\$ 600 (US Dollar Six Hundred) Only.
- 11.6 Rejection Fee: The fees of the inspection agency or their accredited representative shall be payable by the seller of TCB in case of rejection of goods above 20%. The percentage of rejection will be calculated on the total contracted quantity for Inspection (or 0.082 % of contracted amount). Seller shall be liable to pay to the PSI Company for the Rejection fee & fruitless journey. Rejection fee & fruitless journey will be half of regular PSI fee per M.Ton basis.
- 11.7 Percentage of rejection will be calculated on the total quantity Tendered for inspections.
- 11.8 **LIABILITIES OF PRE-SHIPMENT INSPECTION AGENT:**
- a) Visual and physical inspection or any other necessary chemical test should be carried out according to the particulars and specifications stipulated in this contract with the suppliers. No deviation shall be permitted by the inspectors or his inspecting staff without prior approval of TCB.
 - b) Testing the entire stores with regard to quality and quantity.
 - c) Maintaining of liaison with the corporation and the suppliers.
 - d) Superintendence of weighing or quality checks, supervision of loading.
 - e) Inspection of packing and marking and
 - f) Submission of test report to TCB.

11.9 **OTHERS RESPONSIBILITIES OF PRE-SHIPMENT INSPECTION AGENT:**

- a) The Inspector will not refuse to undertake inspection of any goods ordered by the Buyer.
- b) In the event of non-acceptance of an inspection order, without good and sufficient reasons, the Buyer shall reserve the right to place of a fresh order with any other inspection agency and the inspector will be liable to compensate the purchaser for the loss which may result there from.
- (c) The quality inspection shall include physical, chemical, laboratory tests whenever necessary. In case of goods test/laboratory test shall be carried out on reasonable number of samples depending on the quantity of supply. In case of food items or any items test shall be conform to International standards and/or specified in the contract. Test reports and certificates shall be submitted to the purchaser immediately after the test is performed.
- (d) State inspection and testing of the entire stores with regard to performance, quality, quantity & workmanship shall have to be done as per requirement of the relevant specifications.
- (e) Inspection of packing & supervision of weighing or quantity checks as well as supervision of loading of stores shall have to be done as per terms of the contract for the stores inspected.
- (f) Inspection & supervision of loading of stores shall have to be carried out by the inspectors well in time so as to ensure deliveries within the delivery period in this contract.
- (g) Inspection of the stores after the expiry of the delivery period shall not be carried out unless expressly authorized the purchaser.
- (h) Inspection certificate shall have to be issued by the inspectors or their accredited representatives for each consignment/item inspected and accepted.
- (i) Liaison shall have to be maintained by the Inspectors with the Buyer.
- (j) Partial shipment may be allowed by the Buyer where demanded by the Seller's to their convenience. A clause will, however, be incorporated in supply/purchase contract that the supplier/manufactures abroad shall provide to the inspectors or to their authorized representatives all facilities for carrying out inspection & witnessing tests as provided in the specification governing such suppliers or in conformity with the normal trade practices.
- (k) The inspection agent shall entirely responsible for successful execution of the order/contract in all respects and in accordance with terms and conditions specified therein. The terms and conditions of Tender instructions to the renderers and specification will constitute as an integral part of the contract.

In spite of this clear provision in the purchase order if the supplier/manufacturers abroad do not provide such facilities, the inspectors shall have to inform the purchaser and after obtaining his permission, they shall have to make their own arrangement for carrying out inspection or test as stipulated in the supply/purchase contract involved. In that case, the actual expenses on that account will be reimbursable to the inspectors on production of original documents and will be recovered by the purchaser from the suppliers concerned. Inspectors will, however, have to make efforts to reduce such expenses to the barest minimum.

11.10 **SELLER'S RESPONSIBILITY DURING INSPECTION:**

i) **PACKING AND MARKING:**

- a) Responsibility for proper packing: The supplier will be held responsible for the stores being sufficiently and properly marked for transport by rail, road and sea, so as to ensure their being free from loss or injury on arrival at their destination. The packing of the stores shall be done by and at the expense of the supplier.
- b) If the stores are not packed and marked in accordance with the instruction or in case where the packing materials are delivered separately and they are not in accordance with those instructions are not marked according to them consignment are liable to be rejected by the Inspector whose decision as to the sufficiency or otherwise of compliance with the instruction shall be final. Re-packing, if required by the inspector before onward dispatch shall be carried out by the supplier within a reasonable time of the deed and therefore, be carryout the Inspector at the cost of the supplier

ii) **DELIVERY:**

- a) The supplier shall allow all reasonable facilities to the Inspector including free and full access to his works and all records having a bearing on the progress of the deliveries against the contract.
- b) Notification by the supplier: Suppliers will notify the PSI Company/Inspector about the readiness of the concerned stores for inspection and test 10 (Ten) days in advance. In any case the notified date of readiness should be well in advance so that inspections and tests are completed before the date of shipment. The corporation is responsible for immediately notifying the Supplier if readiness of the stores is to be retarded or deferred.

iii) **FACILITIES FOR TEST AND EXAMINATION:**

- a) The supplier shall at his own expenses afford the Inspector all reasonable accommodation (warehouse) and facilities for satisfying himself that stores are being or have been manufactured in accordance with the particulars and for this purpose the Inspector shall have full and free access at any time during the contract to the supplier works and may not withstanding any contractual terms to the contrary require the supplier to make arrangements for the store or any part thereof to be inspected at the suppliers premises or at any other place and the supplier shall reserve a similar rights as regards any sub-contract he may makè.
- b) The supplier shall pay all costs connected with such tests and provide without extra charge, all materials tools labor and assistance or every kind which the Inspectors may consider necessary for any test and examination other than special –independent test which he shall require to be made on the suppliers premises for making the tests the supplier shall bear the cost of carrying out such test elsewhere.
- c) The supplier shall also provide and deliver free of charge at each place as the Inspector may direct such materials as he may require for test by chemical or other analysis or intended testing machines or means commonly in use according to the nature of the stores. In the event of such tests being unsatisfactory and resulting in leading to the rejection of the stores concerned the cost of the tests will be borne the supplier. Such cost will be assessed at the rates charged by the laboratory-testing firm concerned for work for private firm and individuals.

iv) **POWER OF THE INSPECTOR:**

The authority to certify performance; The Inspector shall have power before any stores or parts thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the method of manufacture not being satisfactory or to reject any stores submitted as not being in accordance with the particulars.

v) **REJECTION**

- a) The Inspector may reject the whole consignment Tendered for inspection if after inspection of such portion thereof as he may decide at his discretion he is such satisfied that the consignment is not up to the specification.
- b) If any store is rejected as aforesaid then to allow the contractor to re-submit stores in replacement and the contractor will bear all costs on such replacement without being entitled to any extra payment without prejudice .
- c) If there is any discrepancy between drawn sample and final delivery goods than, Seller will be responsible for such discrepancy and Buyer shall have right to terminate the contract and/or claim compensation in addition to the forfeiture of Performance Security and/or legal action will be taken against seller.

vi) **MARKING OF REJECTIONS:**

If considered desirable by the Inspector, rejected stores will be marked with small rejection marks, so that these may be easily identified if resubmitted and the contractor shall not be entitled to claim anything on that account.

Multiplicity
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vii) **RE-INSPECTION:**

If further inspection/test/examination is carried out at the instruction of the TCB and if it is considered that the quality of your inspection is not up to the standard strictly as per specification stipulated in the contract, PSI Company will have to bear all costs of further inspections.

PSI Company is required to perform all or any of the actual inspection upon the exigency of the situation and also on the special instruction issued time to time from this office.

- a) PSI Company will arrange visual and physical inspection of the stores tender for inspection and carry out any other necessary test according to the particulars and specifications stipulated in the contract, you will have to bear all costs of further inspections.
- b) Wherever necessary stage inspection and testing of entire equipment/stores with regard to the performance, quality, quantity and workmanship.
- c) Supervision of the weighing or quality checks as per contract (wherever necessary).
- d) Inspection of packing and markings (wherever necessary).
- e) Supervision of loading.
- f) If for any reason, Pre-shipment Inspection report is found not conforming to the ordered specification, TCB shall reserve the right to ask for compensation determined by TCB and/or double inspection fee and/or fruitless journey fee and/or any legal action taken by TCB.

The appointed Pre-shipment Inspection Agent shall not disagree/refuse/express their inability to carry out Pre-shipment Inspection of (Corporation/Enterprise/Projects) goods to be imported by the buyer in any country/place/port of the world.

viii) **INSPECTION CERTIFICATE:**

On completion of inspection, the Inspector shall furnish inspection certificate to the supplier with copy to 05 (five) sets of the above mentioned documents shall be airmailed/couriered to the following addresses:-

- a) Chief Officer (Commercial) 01 (One) set.
Trading Corporation of Bangladesh,
TCB Bhaban, 1 Kawran Bazar, Dhaka, Bangladesh.
- b) Chief Officer (CMS& S&D) 01 (One) set.
Trading Corporation of Bangladesh,
TCB Bhaban, 1 Kawran Bazar, Dhaka, Bangladesh.
- c) Chief Officer (Acc & Fin) 02 (Two) sets.
Trading Corporation of Bangladesh,
TCB Bhaban, 1 Kawran Bazar, Dhaka, Bangladesh.
- d) Chief Officer, Regional Office 01 (One) set.
Trading Corporation of Bangladesh, TCB Bhaban, Bandartila,
Chattogram, Bangladesh.

12.0. **POST LANDING INSPECTION:**

- 12.1 The buyer shall have the right of checking the quantity/weight and the quality of goods including drawing of sample of the goods delivered. Such checking of goods shall be carried out at the port/place of destination on buyer's account during discharge from the hold of the vessels within free time allowed at the port / place of destination by the person / agency nominated by the buyer in the presence of the representatives of the seller and the buyer. If the seller or his representatives fail to be present at the time of checking of the goods or drawing of samples, after the buyer has notified him, the seller shall accept the result of the checking of goods and drawing of samples in the absence of seller or his representative to be binding on him/them and the joint signature will not be necessary. The cost of first time testing for quality of Refined Soybean Oil from BSTI/BCSIR will be borne by buyer and rest of the time of cost for testing from BSTI/BCSIR will be borne by seller.
- 12.2 Samples shall be drawn out of which 50% of the samples shall be kept by the buyer and the remaining 50% by the seller.
- 12.3 Checking of weight of goods and conditions of cargo shall be effected at the port of destination or place of discharges by the surveyors on exact tested scale and the cost of weighment and the extraction of samples shall be on Buyer's account.
- 12.4 Discrepancies in specification, packing, marking, shortage, damages, quality and quantity etc ascertained either by way of weighment or by testing of samples or by survey at discharge port/place shall be forwarded to the seller within ninety days of landing of the goods at the port of destination or place of discharge. Seller Undertakes to make good the losses to the buyer for shortage, damages and for losses in quantity, quality, packing and marking, if any, without any reservation. The quality and quantity of the Refined Soybean Oilis discharge port final which

has been inspected by TCB nominated PSI Company. **Without TCB nominated PSI Company acceptance no goods will be accepted and no Payment will be made by Buyer.**

12.5 In case of transportation by Sea weightment of the cargo will be made at the CPA's computerized weighbridge/exact tested scale & in case of transportation by rail weightment of goods shall be made at the place of unloading at the cost of the buyer & the result of which shall be accepted by both the buyer and the seller.

13.0 **INSURANCE:**

13.1 The Refined Soybean Oil will be insured by the Buyer. The Seller and/or supplier shall positively inform the BUYER 03 (Three) days ahead of shipment of the Refined Soybean Oil to the following by FAX or E-mail mentioning the contract number, the name and detailed description of the carrying vessel(s) & their sailing date, Port(s) of shipment, description of Refined Soybean Oil, port of destination, invoice value & quantity, Bill of Lading number and date etc. for taking insurance cover by the BUYER in time:

- (a) Chief Officer (Accounts & Finance), Trading Corporation of Bangladesh (TCB), 2nd Floor, TCB Bhaban, Kawran Bazar, Dhaka-1215. Fax+880-2-8180057, E-mail: tcbfin@tcb.gov.bd,
- (b) Chief Officer (Commercial), Trading Corporation of Bangladesh (TCB), 2nd Floor, TCB Bhaban, Kawran Bazar, Dhaka-1215 Fax+880-2-8180057, E-mail: tcbimp@tcb.gov.bd,.
- (c) Sadharan Bima Corporation, 24-25,Dilkusha Commercial Area, Dhaka-1000, Bangladesh (FAX No.880-2-9564197)
- (d) The BUYERs Bank through whom "Letter of Credit" will be opened.

15.1 This will be followed by Air Mail advice together with a copy of each of the related Invoice and Bill of Lading. The open Policy No. DAK/C/MC/PUB-003/04/2012 (OPEN); date: 11-04-2012 and TAK/C/ADDN/PUB-001/2021; date: 15-07-2021 must be quoted by the PRINCIPAL in the entire Invoice, Packing List & Consignment Note/Truck Challan. For insurance purpose 03 (Three) sets of Non-negotiable copies of shipping documents **with original signature** be couriered to the BUYER.

14.0 **PERFORMANCE SECURITY:**

14.1 I/We understand that we shall have to furnish to the buyer 5% (Five Percent) of the total CFR(C) value of the contracted goods for the Performance of contract in the form of Pay Order/Bank Draft/Bank Guarantee US Dollar(in word) Equivalent BDT.....(In word) of the total CFR(C) value of the contracted goods if our tender is accepted by the buyer. The buyer shall have the right to forfeit the Performance Security in part or in full for the failure of the seller to fulfill the terms and conditions of the contract partially or wholly besides taking any other action against the seller that may be warranted by law.

14.2 The buyer shall have absolute, unqualified and indefeasible right to forfeit the Performance Security in the event of non-performance, part performance and or breach/breaches of any term/terms, clause/, Clauses, provision/provisions of the contract by the seller/sellers and demand encashment of the Performance Security under this clause on the ground of failure. This clause shall not affect the right of the buyer in demanding encashment under the terms of the Performance Security, in as much as, this clause is an addition to and not a substitute for the terms of the Performance Security. This clause shall prevail if there appears any inconsistency between this clause and any other clause relating to the forfeiture of the Performance Security.

14.3 **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY:**

Whereas the Trading Corporation of Bangladesh, TCB Bhaban, Kawran Bazar, Dhaka (hereinafter referred to as the "BUYER" has accepted the tender of M/S..... (name of seller) against Ref No.dated.....vide Buyer's Notification of Award (NOA) No. Dated.....for supply of (Quantity)..... (name of item) to be made by M/s..... (Hereinafter referred as the SELLER) on the terms and conditions governing the contract between the Buyer and the SELLER and whereas the SELLER has requested us through (Name of the foreign bank) to issued a guarantee for an amount of US Dollar-----/Bangladesh Taka..... (amount) of the value of the contracted goods in consideration aforesaid, we..... (name and address of the issuing Bank) hereby undertake and guarantee due performance of the contract and we unconditionally and absolutely bind ourselves to;

- I) Make payment of US Dollar-----/Bangladesh Taka..... to Trading Corporation of Bangladesh or as directed by the said Buyer immediately on receipt of demand from the Buyer in writing without any question whatsoever;
- II) Keep this guarantee valid and in force up to 180 (One Hundred Eighty) days from the date of issue and make it extendable for further period that may be required by the Buyer. This guarantee is unconditional and irrevocable and it is expressly understood that the sole judge for deciding whether the Seller had adhered to and fulfilled the terms & conditions of the contract will be the said Buyer. Our commitment under this guarantee is limited to an amount of US Dollar -----/Bangladesh taka..... .. And

III) It is specifically stipulated and understood by us that any grant of time or any indulgence to the Seller without reference to us shall not in any manner tend to absolve us from our liability to make payment as stipulated above under this guarantee.
We certify that our Bank is a scheduled Bank.

Signed.....
Date.....
Place.....

15.0 **FORCE MAJEURE:**

I/We understand that should any circumstances arise preventing either contacting party from wholly or partially carrying out its obligation under the contract, namely natural calamity, strike, riots, fire, acts of God, War, military operations of any nature, blockade and any unforeseen event beyond human control, the period stipulated for the performance of the contract shall be extended for as long as the circumstances prevail. Provided that in the event of these circumstances continuing for more than three months either party shall have the right to refuse to fulfill its obligations under the contract and in such a case, neither party shall be entitled to indemnification of any loss. A certificate issued by the Chamber of Commerce of the Seller's or of the Buyer's country shall be a sufficient proof of the existence and duration of such circumstances.

16.0 **ARBITRATION:**

16.1 I/We understand that In the event of any question or dispute arising under this contract except the conditions laid down in Clause no.6.00 and 6.4 of this schedule/documents, the same may be referred to the award of Arbitrators to be appointed one each by the seller and the buyer within 2 weeks of notice from either side or in the case of the said Arbitrators not agreeing, then to award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the Arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The venue of the Arbitration shall be at Dhaka.

17.0 **ACCEPTANCE OF CONTRACT:**

I/We understand that Notification of Award issued by the Buyer will be deemed to be the acceptance of the Tender.

18.0 **RESPONSIBILITIES:**

I/We understand that where a Tender form is signed by more than one person the responsibility will be joint and several.

19.0 **Special Clause:**

Conditional tender will not be accepted.

20.0 **NAME AND ADDRESS OF BANK:**

Bank Name:

Bank Address:

Bank Phone:

Bank Fax:

Swift Code:

Account Name:

Bank Account No:

Bank E-Mail:

Bank Officer:

duplicate copy

21.0 **NAME AND ADDRESS OF LOCAL AGENT AND AGENCY COMMISSION:**

21.1 Name and address of my / our local agent in Bangladesh in respect of this Tender is/are M/S.....
.....His/Their indenting registration No. Date.....

21.2 He / They is / are fully authorized to represent me / us in respect of this Tender and we have agreed to pay him / them agency commission @..... Per M. Ton of the goods total amounting to US\$..... which will be paid in equivalent Bangladesh Taka at the rate of exchange prevailing during negotiation of documents.

21.3 If it is found that the information given above is incorrect and any fact has been suppressed, the Performance Security shall be forfeited to the Corporation besides other legal actions as may be warranted against me/us.

22.0

SIGNATURE:

22.1

Having read, understood and unconditionally accepted all the above conditions, we fill in the space below:-

22.2

- A. Signature of the person and date :
- B. Full name in capital letter of the :
person signing.
- C. Full name and registered address of :
The firm/company, which the person represents.
- D. The capacity in which the person:
has signed on behalf of the Firm/Company.
- E. Name in capital letter of all other Director/Partners:

Note: Space provided above should be filled in carefully. Any ambiguity will make the Tender invalid. If the number of persons is less than three, blank space may be scored out. If it is more than three, additional space may be added.

**Proforma Summary of Request For Tender (International) For Import of 30,00,000 (± 5 %) Liter of Refined Soybean Oil
(This proforma duly filled in should be fixed at top with indication by Annexure Column-wise)**

Invitation Ref No. 26.05.0000.016.08.166.21.1203

Date: 04-07-2021

A. Documents:		Documents	Submission or Non -Submission (If Submitted Please write SUBMITTED if No Please write NOT SUBMITTED)	Remarks
SL No	Clause as per schedule			
**	1.7.1 1.7.2	Name & address of the Principal: local agent:		
	1.7.3 1.7.4	Name & address of the Seller: Principal:		
1.	1.1	Money Receipt		
2.	1.1	Tender Security(Amount, Bank Name& Number)		
3.	1.2	Duplicate Copy with separate sealed cover.		
4.	1.3	The validity of tender		
5.	1.7.1 (Option-i)	In case any tender is submitted by a local agent,		
6.	(a)	Submit formal agency agreement signed between the principal and the local agent.		
7.	(b)	Certification of Incorporation/Trade License		
8.	(c)	Membership Certificate of Chamber of Commerce		
9.	(d)	Financial Solvency Certificate from any scheduled bank indicating minimum USD 2.2 (US Dollar Two Point Two Million) deposit or credit limit to them		
10.	(e)	Export Registration Certificate		

11.	(f)	Documents in support of shipment of human food items (Chick Pea, Crude Degummed Soyabean Oil (CDSO) Refined Soybean Oil, Crude Palm Olein, Refined Palm Olein, Refined Sugar, Rice, Wheat, Red Lentil etc.)	
12.	1.7.2	The local agent shall have to submit his	
13.	(a)	Trade license	
14.	(b)	TIN certificate	
15.	(c)	VAT registration certificate	
16.	(d)	Import registration certificate	
17.	(e)	Indenting certificate (If any)	
18.	(f)	Solvency certificate from any scheduled Bank of Bangladesh issued not earlier than one month before opening of Tender.	
19.	(g)	A proof of authorization from the principal to submit the Tender on its behalf.	
20.	1.7.3 (Option- ii)	In case any tender/Tender is submitted by any Bangladeshi company as seller, then the tenderer will have to submit	
21.	(a)	Formal agreement signed with his foreign principal under their official seals along with tender so that at the time of evaluation buyer can ensure that tenderer will supply the goods as per terms of schedule and contract.	
22.	(b)	Certification of Incorporation/Trade License	
23.	(c)	Membership Certificate of Chamber of Commerce	
24.	(d)	Financial Solvency Certificate from any scheduled bank indicating minimum BDT 18.70 Crore deposit or credit limit to them	
25.	(e)	Import Registration Certificate	
26.	(f)	Documents in support of import of human food items (Chick Pea, Crude Degummed Soyabean Oil (CDSO) Refined Soybean Oil, Crude Palm Olein, Refined Palm Olein, Refined Sugar, Rice, Wheat, Red Lentil, etc).	
27.	1.7.4	The tenderer also will have to submit of principal's	
28.	(a)	Certification of Incorporation/Trade License	
29.	(b)	Membership Certificate of Chamber of Commerce	
30.	(c)	Financial Solvency Certificate from any scheduled bank indicating minimum USD 2.2 (US Dollar Two Point Two Million) deposits or credit limit to them.	
31.	(d)	Export Registration Certificate	
32.	(e)	Documents in support of shipment of human food items (Chick Pea, Crude Degummed Soyabean Oil (CDSO) Refined Soybean Oil, Crude Palm Olein, Refined Palm Olein, Refined Sugar, Rice, Wheat, Red Lentil, etc).	

33.	1.8	A proforma Invoice from the Beneficiary of L/C (principal/seller) on their letter head in original or in fax followed by original letter head duly signed and sealed indicating quantity tendered, shipment schedule agreed, price and specification of the tendered goods shall be submitted along with the tender as a proof of positive line up of supply without which the tender shall not be considered.
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N.B: The tenderer shall have to submit Tender and all documents along with their official seals & sign in each page.

B. Information (General):

SL No	Clause as per schedule	Description	Please write information	Remarks
1.	3.1	Country of Origin :		
2.	3.2	Quantity :		
3.	3.3	Specifications:		
4.	3.3(1)	Crop Year :		
5.	5.1	Packing and marking:		
6.	6.1	Period of Delivery:		

C. Information (Price):

Packing	Tender Quantity (±5%) liter	FOB price per Ltr (Net) (USD)/Port of shipment	Freight per Ltr (Net.) (USD)	Agency Commission per Ltr (Net) (USD) (if any)	CFR (C) Chattogram (Previous name Chittagong) Liner term by Sea price per Ltr (Net.) (USD) (3+4+5)	Total CFR (C) Chattogram (Previous name Chittagong) Liner term by Sea price per Ltr (Net.) (USD) (2×6)
1	2	3	4	5	6	7
02 (Two) Litre PET Bottle						

Signature.....

Full Name:.....

Designation:.....

Dated:.....