

บังกลาเทศเปิดประมูลเสนอราคาสินค้าข้าวหนึ่ง 50,000 ตัน

ด้วยสำนักงานส่งเสริมการค้าในต่างประเทศ ณ กรุงธากา ประเทศสาธารณรัฐประชาชนบังกลาเทศ ได้รับเอกสารประกาศการเปิดประมูลนานาชาติ (International Tender Notice) เพื่อเสนอราคาขายสินค้าข้าวหนึ่งให้กับกรมการอาหาร กระทรวงการอาหาร ของบังกลาเทศ (Ministry of Food) สรุปได้ดังนี้

รายการ	รายละเอียด (เวลาที่ระบุเป็นเวลาบังกลาเทศ-ช้ากว่าไทย 1 ชั่วโมง)
หน่วยงานเปิดประมูล	กรมการอาหาร กระทรวงการอาหาร บังกลาเทศ
ชนิดสินค้า	ข้าวหนึ่ง ปริมาณ 50,000 ตัน +/-5%
วันเปิดจำหน่ายเอกสาร	ระหว่างวันที่ 25 กุมภาพันธ์ - 10 มีนาคม 2568 ภายในเวลา 16:30 น.
ยื่นเอกสารเปิดประมูล	ปิดรับของเวลา 13:00 น. 11 มีนาคม 2568 เปิดของประมูลตั้งแต่เวลา 14:30 น. วันที่ 11 มีนาคม 2568
การส่งมอบสินค้า	CIF Liner out ท่าเรือจิตตะกอง 60% ท่าเรือมองลา 40%
กำหนดส่งมอบสินค้า	ส่งมอบให้เสร็จสิ้นภายใน 40 วันหลังจากการเปิด L/C

เอกสารยื่นประมูลจำหน่ายชุดละ 5,000 ตากา (หรือ 100 เหรียญสหรัฐฯ) เปิดจำหน่ายตั้งแต่บัดนี้ถึง 10 มีนาคม 2568 ภายในเวลา 16:30 น. ผู้สนใจสามารถดาวน์โหลดสำเนาเอกสารประกาศต้นฉบับได้ที่เว็บไซต์ของกรมการอาหาร กระทรวงการอาหาร บังกลาเทศ (Food Department, Ministry of Food, Bangladesh) ดังนี้ https://www.dgfood.gov.bd/sites/default/files/files/dgfood.portal.gov.bd/files/6c0bd65f_ce05_40fc_8d10_a4f1b97b7150/2025-02-25-05-31-dac65d0c3b588c45232147214fa4597c.pdf

อนึ่ง ผู้สนใจยื่นประมูลจะต้องแต่งตั้งตัวแทนท้องถิ่นภายในประเทศบังกลาเทศเพื่อดำเนินการด้านเอกสารการประสานงานและเข้ายื่นการประมูล และสอบถามข้อมูลเพิ่มเติมได้ที่ สำนักงานส่งเสริมการค้าในต่างประเทศ ณ กรุงธากา โทร. +8802222290056-7 (ในวันเวลาราชการ วันอาทิตย์-วันหยุดหสบดี เวลา 09:00-17:00 น.)

รายการเอกสารแนบประกอบรายงานนี้

- สำเนาเอกสารประกาศเชิญชวน ที่ 13.01.0000.093.46.016.25-185 ลงวันที่ 24 กุมภาพันธ์ 2568
- รายการเอกสารหลักฐานประกอบการยื่นประมูลและการแต่งตั้งตัวแทน
- สำเนาเอกสารตัวอย่างแสดงรายละเอียดการยื่นเอกสารประกอบเสนอราคาประมูล เป็นแนวทางศึกษาสำหรับผู้สนใจ

Government of the People's Republic of Bangladesh
 Ministry of Food
 Directorate General of Food
 Procurement Division
 16, Abdul Gani Road, Dhaka.
 www.dgfood.gov.bd

No. 13.01.0000.093.46.019.2-185

Date: 24/02/2025.

INTERNATIONAL TENDER NOTICE FOR IMPORT OF NON-BASMATI PARBOILED RICE.
(Package-09, FY- 2024-2025)

International tender in sealed cover are invited from bonafide traders for supply of 50,000 (Fifty thousand) (5%±) Metric Tons of Non-Basmati Parboiled Rice. The particulars of international tender are furnished below:

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH			
1	Ministry/Division	:	Ministry of Food
2	Agency	:	Not applicable
3	Procuring Entity Name	:	Director Procurement
4	Procuring Entity Code	:	Not applicable
5	Procuring Entity District	:	Dhaka
6	Invitation for	:	Procurement of 50,000 MT (5%±) Non-Basmati Parboiled Rice
7	Invitation Ref. No. & Date	:	13.01.0000.093.46.019.25-185, Dated: 24/02/2025
KEY INFORMATION:			
8	Procuring Method	:	International Open Tender Method
FUNDING INFORMATION:			
9	Budget and Source of Fund	:	GoB Fund
10	Development Partners (If applicable)	:	Not applicable
PARTICULAR INFORMATION:			
11	Project/ Programme / Code (If applicable)	:	Not applicable
12	Project/ Programme Name (If applicable)	:	Not applicable
13	Package No.	:	Package-09
14	Package Name	:	Procurement of 50,000 MT (5%±) Non-Basmati Parboiled Rice
15	Notice publication date	:	25 February, 2025
16	Selling of Tender schedule	:	25 February, 2025 to 10 March, 2025 up to 4.30 PM (BST)
17	Date and Time of closing	:	11 March, 2025, Upto Time 1.00 PM (BST)
18	Date and Time of opening	:	11 March, 2025, Time 2.30 PM (BST)
19	Name and Address of the Office(s):	:	
	Selling Tender Documents	:	Office Chamber of Director, (Procurement), Room No. 501, Directorate General of Food, 16 Abdul Gani Road, Dhaka.
	Receiving place of Tender	:	1) Office Chamber of Director, (Procurement), Room No. 501, Directorate General of Food, 16 Abdul Gani Road, Dhaka. 2) Office Chamber of Joint Secretary, Room No. 114, (1 st floor), Building No. 04, Ministry of Food, Bangladesh Secretariat, Dhaka.
	Opening Place of Tender	:	Office Chamber of Director, (Procurement), Room No. 501, Directorate General of Food, 16 Abdul Gani Road, Dhaka.
20	Place/Date/Time of Pre-Tender Meeting (Optional)	:	Not applicable
INFORMATION FOR TENDERER			
21	Eligibility of Tender	:	Necessary papers to be submitted complying the conditions mentioned in the tender documents.
22	Brief Description of Goods or Works	:	50,000 (5%±) (Fifty thousand) MT. of Non-basmati Parboiled rice at Chattogram (60%) and Mongla (40%) port on CIF Liner Out term. Cost of the Cargo, Insurance and Freight including Stevedoring, Overside Handling and Lightering are on seller's account. Single price per MT is to be quoted in US\$.
23	Brief Description of Related Services	:	Not applicable

24	Price of Tender Document (Tk.) :	Tk 5,000 (five thousand) or USD 100 (One hundred) non-refundable by Pay Order/Bank Draft drawn in favour of Director General, Directorate General of Food.
	Mode of Payment	Through Letter of Credit (L/C).
	Crop Year	Late 2024 or latest
	Validity of the offer	25 March, 2025 Upto 5.00 PM. (BST)

25 Quality & Specification:

Quality parameters	Specification	Margin of tolerance with claim for deviation beyond specification	Rejection
Moisture (maximum)	13.5%	14.0%	above 14.0%
Broken grain (Maximum)	5.0% (Rice of size 3/4th and below will be considered as broken and less than 1/4th broken should not be more than 2%)	6.0% (Rice of size 3/4th and below will be considered as broken and less than 1/4th broken should not be more than 3%)	above 6.0%
Foreign matter (Maximum)	0.3%	0.5%	above 0.5%
Dead, damaged & discoloured grains (Maximum)	3% in total	4.0%	above 4.0%
Radio-Activity (maximum)	50 Bq/Kg of 137Cs/134Cs (Relaxable for the crop of SAARC and South-East Asian country)	50 Bq/Kg of 137Cs/134Cs (Relaxable for the crop of SAARC and South-East Asian country)	above 50 Bq/Kg of 137Cs/134Cs

All the parameters must be limited to percentage mentioned against each item individually and separately.

Pack no.	Identification of Shipment	Country of origin	Location	Tender Security Amount (US\$.)	Shipment period
Pack-09	50,000 MT (5%±) Non-Basmati Parboiled rice on CIF Liner out term	Any country of the world except Israel	Chattogram port-60% and Mongla port-40%	US\$ 300,000 (Three hundred thousand) in favour of Director General of Food for 50,000 MT Parboiled rice (5%±) in the form of a Bank draft/pay-order (No Bank Guarantee is allowed)	40 (forty) days from the date of opening of the L/C. Note that at least 50% of the total quantity must be shipped within 25 days of opening of the L/C.

PROCURING ENTITY DETAILS:

26	Name of official inviting tender	Md. Moniruzzaman
27	Designation of official inviting tender	Director (Procurement)
28	Address of official inviting tender	Office Chamber of Director, (Procurement), Room No. 501, Directorate General of Food, 16 Abdul Gani Road, Dhaka.
29	Contact details of official inviting tender	Phone: +88-02-41050178 E-mail- dproc@dgfood.gov.bd
30	<p>(i) Incomplete, conditional tender and alternate offer shall not be considered. The procuring entity reserves the right to accept or reject all tenders partly or wholly without assigning any reason.</p> <p>(ii) Tenderer who has been awarded two NOAs (Notification of Award) waiting for signing the contract or has signed two contracts but shipment under any of the contracts has not yet set sailed for destination, shall not be eligible to participate in the tender;</p> <p>(iii) Tenderer who had been awarded NOAs (Notification of Award) earlier but could not execute contract by submitting PG (Performance Guarantee) on time, shall not be eligible to participate in the next two tenders;</p> <p>(iv) Tenderer whose bid-bonds had been forfeited twice for not submitting PG or signing contract on time, shall not be eligible to participate in the tender for the rest period of the current financial year, whether the money accruing from the bid-bonds so forfeited is deposited to the Government treasury or not;</p> <p>(v) Tenderer whose whole PG (Performance Guarantee) had been forfeited for non-supply of the contracted quantity, shall not be eligible to participate in the tender for the rest period of the current financial year, whether the money accruing from PG so forfeited is deposited to the Government treasury or not.</p>	

Md. Moniruzzaman
Director

Procurement Division
Directorate General of Food
Phone: +88-02-41050178
Email: dproc@dgfood.gov.bd

เอกสารประกอบการยื่นประมูลนานาชาติ

Translate 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.	

Government of the People's Republic of Bangladesh
Directorate of Food
Ministry of Food
16, Abdul Gani Road, Dhaka.

INTERNATIONAL TENDER SCHEDULE FOR IMPORT OF
NON-BASMATI PARBOILED RICE

(50,000 Metric Tons)

(PACKAGE-02, under 2021-2022)

July, 2021

PRICE TK. 5,000/= (Five Thousand only) Non-refundable

Government of the People's Republic of Bangladesh
 Directorate of Food
 Ministry of Food
 16, Abdul Gani Road, Dhaka.
 Website : www.dgfood.gov.bd

No. 13.01.0000.093.46.003.21-2080

Dated: 04/07/2021.

INTERNATIONAL TENDER NOTICE FOR IMPORT OF NON-BASMATI PARBOILED RICE.**(PACKAGE- 02) under 2021-2022**

International tenders in sealed cover are invited from bonafide traders for supply of 50,000 (Fifty thousand) ($\pm 5\%$) Metric Tons of Non-Basmati Parboiled Rice. The particulars of international tender are furnished below:

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH			
1	Ministry/Division	:	Ministry of Food
2	Agency	:	Not applicable
3	Procuring Entity Name	:	Director Procurement
4	Procuring Entity Code	:	Not applicable
5	Procuring Entity District	:	Dhaka
6	Invitation for	:	Procurement of 50,000 MT (+5%) Non-Basmati Parboiled Rice
7	Invitation Ref. No.	:	13.01.0000.093.46.003.21-2080
8	Date	:	04/07/2021
KEY INFORMATION:			
9	Procuring Method	:	International Open Tender Method
FUNDING INFORMATION:			
10	Budget and Source of Fund	:	GoB Fund
11	Development Partners (If applicable)	:	Not applicable
PARTICULAR INFORMATION:			
12	Project/ Programme / Code (If applicable)	:	Not applicable
13	Project/ Programme Name (If applicable)	:	Not applicable
14	Package No.	:	Package-02
15	Package Name	:	Procurement of 50,000 MT (+5%) Non-Basmati Parboiled Rice
16	Notice Publication Date	:	05/07/2021
17	Document Last Selling Date	:	14/07/2021 up to 4.00 PM (BST)
18	Closing Date and Time of submission of tender	:	15/07/2021, Upto Time: 1-00 PM (BST)
19	Tender Opening Date and Time	:	15/07/2021, Time: 2-30 PM (BST)
20	Name and Address of the Office(s):		
	Selling Tender Documents	:	Office Chamber of Director, (Procurement), Room No. 501, Directorate General of Food, 16 Abdul Gani Road, Dhaka.
	Receiving place of Tender	:	1) Office Chamber of Director, (Procurement), Room No. 501, Directorate of Food, 16 Abdul Gani Road, Dhaka. 2) Office Chamber of Joint Secretary, Room No. 114, (1 st floor), Building No. 04, Ministry of Food, Bangladesh Secretariat, Dhaka.
	Opening Place of Tender	:	Office chamber of Additional Director (Procurement) Room no-517, (5 th floor), Directorate General of Food, 16 Abdul Gani Road, Dhaka.
21	Place/Date/Time of Pre-Tender Meeting (Optional)	:	Not applicable
INFORMATION FOR TENDERER			
22	Eligibility of Tender	:	Necessary papers to be submitted complying the conditions mentioned in the tender documents.
23	Brief Description of Goods or Works	:	50,000.00 (Fifty thousand) ($\pm 5\%$) MT of Non-basmati Parboiled rice at Chattogram and Mongla port on CIF Liner Out term at both ends (Cost of the Cargo, Insurance and Freight including Stevedoring are on seller's account. Lighterage, if any, is also on seller's account). Single price per MT is to be quoted in US\$ for both Chattogram Port and Mongla Port. Quantity must be supplied 60% for Chattogram port & 40% for Mongla port.

24	Brief Description of Related Services	:	Not applicable
25	Price of Tender Document (Tk.)	:	Tk 5,000 (five thousand) or USD 100 (One hundred) non-refundable by Pay Order/Bank Draft drawn in favour of Director General, Directorate of Food.
	Mode of Payment		Through Letter of Credit (L/C).
	Crop Year		New Crop of 2021
	Validity of the offer		Up to 17.00 Hrs. BST on 29/07/2021

26. Quality & Specification:

Quality parameters	Specification	Margin of tolerance with claim for deviation beyond specification	Rejection
Moisture (maximum)	13.5%	14.0%	above 14.0%
Broken grain (Maximum)	5.0% (Rice of size 3/4th and below will be considered as broken and less than 1/4th broken should not be more than 2%)	6.0% (Rice of size 3/4th and below will be considered as broken and less than 1/4th broken should not be more than 3%)	above 6.0%
Foreign matter (Maximum)	0.3%	0.5%	above 0.5%
Dead, damaged & discoloured grains (Maximum)	3% in total	4.0%	above 4.0%
Radio-Activity (maximum)	50 Bq/Kg of 137Cs/134Cs (Relaxable for the crop of SAARC and South-East Asian country)	50 Bq/Kg of 137Cs/134Cs (Relaxable for the crop of SAARC and South-East Asian country)	above 50 Bq/Kg of 137Cs/134Cs

All the parameters must be limited to percentage mentioned against each item individually and separately.

Pack no.	Identification of Shipment	Country of origin	Location	Tender Security Amount (US\$.)	Completion Time in weeks/ months
Pack-02	50,000 MT (+5%) Non-Basmati Parboiled rice on CIF Liner out term	Any country of the world except Israel	Chattogram port-60% and Mongla port-40%	US\$ 5,00,000 in favour of Director General of Food for 50,000 MT Parboiled rice (+5%) in the form of a Bank draft/pay-order	40 (forty) days from the date of signing of the contract. Note that at least 50% of the total quantity must be shipped within 25 days of signing the contract.

PROCURING ENTITY DETAILS:

27	Name of official inviting tender	Md. Raihanul Kabir
28	Designation of official inviting tender	Director (Procurement)
29	Address of official inviting tender	Office Chamber of Director, (Procurement), Room No. 501, Directorate of Food, 16 Abdul Gani Road, Dhaka.
30	Contact details of official inviting tender	Phone: +88-02-41050178 E-mail- dproc@dgfood.gov.bd
31	<p>(i) Incomplete, conditional tender and alternate offer shall not be considered. The procuring entity reserves the right to accept or reject all tenders partly or wholly without assigning any reason.</p> <p>(ii) Tenderer who has been awarded two NOAs (Notification of Award) awaiting for signing the contract or has signed two contracts but shipment under any of the contracts has not yet set sailed for destination, shall not be eligible to participate in the tender;</p> <p>(iii) Tenderer who had been awarded NOAs (Notification of Award) earlier but could not execute contract by submitting PG (Performance Guarantee) on time, shall not be eligible to participate in the next two tenders;</p> <p>(iv) Tenderer whose bid-bonds had been forfeited twice for not submitting PG or signing contract on time, shall not be eligible to participate in the tender for the rest period of the current financial year, whether the money accruing from the bid-bonds so forfeited is deposited to the Government treasury or not;</p> <p>(v) Tenderer whose whole PG (Performance Guarantee) had been forfeited for non-supply of the contracted quantity, shall not be eligible to participate in the tender for the rest period of the current financial year, whether the money accruing from PG so forfeited is deposited to the Government treasury or not.</p>	

Sd/-
(Md. Raihanul Kabir)
Director
Procurement Division
Directorate of Food
Phone : +88-02-41050178
Email: dproc@dgfood.gov.bd

Government of the People's Republic of Bangladesh
Directorate of Food
Ministry of Food
16, Abdul Gani Road, Dhaka.
Website : www.dgfood.gov.bd

No. 13.01.0000.093.46.003.21-2092

Dated: 05/07/2021

INTERNATIONAL TENDER SCHEDULE FOR IMPORT OF NON-BASMOTI PARBOILED RICE.

The Directorate of Food, Ministry of Food, Government of the People's Republic of Bangladesh, 16, Abdul Gani Road, Dhaka, (the Buyer) invites tender for import of **50,000.00 (Fifty thousand) MT** (5% more or less) of **Non-basmati Parboiled Rice** against payment under Letter of Credit on the terms and conditions of the offer set forth below:

1: TENDER INSTRUCTIONS:

- (1) The Tender **Notice no.13.01.0000.093.46.003.21-2080, dated: 04/07/2021** shall be treated as part and parcel of this Tender document.
- (2) The offer shall be accompanied by earnest money (Bid Bond) in the form of a **Bank draft/Pay Order amounting to U.S. Dollar 5,00,000.00 (US\$ Five hundred thousand)** for 50,000 MT in accordance with the provisions of clause-18.
- (3) The offer shall be submitted in a sealed cover superscribed "Government Non-Basmati Parboiled Rice Purchase Tender" and addressed to the Director General, Directorate of Food, Ministry of Food, 16, Abdul Gani Road, Dhaka. -The Tender shall be dropped in the Tender Box by **13.00 Hrs. on 15, July, 2021** as per provisions of Sub-paragraph (9) below.
- (4) The Buyer shall have the absolute right to accept or reject any or all offers without assigning any reason.
- (5) The tenderers shall strictly comply with all the requirements of Tender as laid down in these documents.
- (6) Offer(s) shall be accompanied by a set of Tender documents and requisite earnest money (Bid Bond) as mentioned in Sub-paragraph (2) above. A Tender shall not furnish more than one offer (price) for a port (Chattogram or Mongla). No tender Document shall be sold after **16.00 Hrs. BST on 14 July, 2021.**
- (7) The Tender is open to all subject to stipulated terms and conditions. In case any offer is submitted by a Local Agent, the Tenderer will have to submit Formal Agency Agreement signed between the Principal and the Local Agent under their official seals along with the offer so that Tenderer can deal with the offered quantity. If the local agent is to sign contract on behalf of the principal, he must produce Letter of Authorization before signing of the contract.
- (8) The local agent shall have to submit a 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 principal, the local agent will require to submit a proof of authorization from the principal to submit the Tender on its behalf.

- (9) Tender shall be dropped in Tender Box kept in the office of the Director (Procurement), Directorate of Food (Room No. 501, 5th floor), 16, Abdul Gani Road, Dhaka and Office Chamber of Joint Secretary, Room No. 114, (1st floor), Building No. 04, Ministry of Food, Bangladesh Secretariat, Dhaka until **13.00 Hrs. BST on 15, July 2021** and the Tenders will be opened in the Office chamber of Additional Director (Procurement) Room no-517, (5th floor), Directorate of Food, 16 Abdul Gani Road, Dhaka on the same day at **14.30 Hrs. BST**. Tenderer or their representative may attend the opening of Tender.
- (10) The validity of the offers shall remain good till **17.00 Hrs BST on 29, July, 2021**. If any Tender is withdrawn before the expiry of the validity period, then the entire Earnest Money referred to Sub-paragraph (2) above, or such part of it as may be decided by the Directorate of Food shall be liable to be forfeited by the Directorate of Food.
- (11) All bank charges including and relating to Letter of Credit (L/C), outside Bangladesh shall be borne by the Seller.
- (12) Single price must be quoted in US Dollars on CIF Liner out terms for MT. at Chattogram Port and Mongla port.
- (13) Detailed specifications as per paragraph 2 and the country of origin of the cargo offered shall be mentioned in the Tender.
- (14) Any suppression of fact or ambiguity shall make the offer liable to rejection. In case the supplier furnishes any false or wrong information or deliver any fabricated document the consequential losses will be realized from the Tenderer /supplier.
- (15) Verification of bank reference in Bangladesh and in any foreign country shall be at Tenderer /Seller's cost.

2 (a) : QUALITY SPECIFICATION OF NON-BASMOTI PARBOILED RICE:

Rice to be supplied shall be new **crop of 2021** any country of the world except Israel origin in good condition, fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matters and poisonous weed seeds. Rice must be free from insect infestation and shall have the following specifications: -

Quality parameters	Specification	Margin of tolerance with claim for deviation beyond specification	Rejection
Moisture (maximum)	13.5%	14.0%	above 14.0%
Broken grain (Maximum)	5.0% (Rice of size 3/4 th and below will be considered as broken and less than 1/4 th broken should not be more than 2%)	6.0% (Rice of size 3/4 th and below will be considered as broken and less than 1/4 th broken should not be more than 3%)	above 6.0%
Foreign matter (Maximum)	0.3%	0.5%	above 0.5%

Dead, damaged & discoloured grains (Maximum)	3% in total	4.0%	above 4.0%
Radio-Activity (maximum)	50 Bq/Kg of ¹³⁷ Cs/ ¹³⁴ Cs (Relaxable for the crop of SAARC and South-East Asian country)	50 Bq/Kg of ¹³⁷ Cs/ ¹³⁴ Cs (Relaxable for the crop of SAARC and South-East Asian country)	above 50 Bq/Kg of ¹³⁷ Cs/ ¹³⁴ Cs

All the parameters must be limited to percentage mentioned against each item individually and separately.

2(b) : PACKING:

The rice shall be packed in new Polypropylene (PP) woven bags of 50kg net. The size of 50Kg PP woven bag should be 24" X 36", tare weight of empty bags should be 120 Grams minimum. The mouth of the bags has to be double stitched by machine. New bags shall replace bags that burst while loading and unloading by the seller and all charges in this connection shall be borne by the seller.

3: MARKING:

**GOVT. OF THE PEOPLE'S REPUBLIC OF BANGLADESH
DIRECTORATE OF FOOD
MINISTRY OF FOOD
NET WT. 50KGS
NON-BASMATI PARBOILED RICE**

4 : FORFEITURE OF EARNEST MONEY & PERFORMANCE GUARANTEE

If it is found that any information given by the Tenderers is incorrect or any fact has been suppressed, the Earnest Money and/or the Performance Guarantee shall be liable to be forfeited by the Government (Directorate of Food) in addition to other legal actions that may be taken against the Tenderer.

5 : PERIOD OF DELIVERY OR SHIPMENT :

- (i) The seller shall arrange shipment of **50,000 (Fifty thousand) (5%±) MT** of Non-basmati parboiled rice to Chattogram (60%) and Mongla (40%) port within 40 (Forty) days of signing of the contract. **Note that** at least 50% of the total quantity must be shipped within 25 days of signing the contract. The name of the loading port(s) and date of sailing of vessel(s) shall be intimated by the seller to the buyer.
- (ii) **Extension of Delivery or Shipment Period:** If extension is required the procuring Entity may extend delivery or shipment period as deemed reasonable. In that case the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time maximum **10 (Ten)** days for shipment or delivery, in which case the extension shall be ratified by the parties through amendment of the contract.

6 : PRICE :

Single price of Non-basmati parboiled rice shall be US\$
 (.....) only per MT net weight CIF liner out term
 (Cost of the cargo, Insurance and freight including stevedoring are on Seller's account) for
 Chattogram (60%) and Mongla port (40%) (Lighterage of the mother vessel if required to attain
 the permissible draught for Chattogram/Mongla port shall be borne by the Tenderer/Seller). All
 taxes, duties and other charges levied on rice by the Government or other authorities in the
 seller's country shall be borne by the seller. For the purpose of determining net weight of rice,
 the deduction of the tare of bags shall be taken as per new Polypropylene (PP) or weight of
 bag on actual basis.

7 : TRANSPORTATION :

- (1) The vessel carrying cargo shall have fast speed. It shall not call at any port for taking additional cargo but shall proceed from the port of shipment to the port of destination directly.
- (2) Partial shipment shall be allowed for full capacity of the vessel and there shall be one Bill of Lading (B/L) for one vessel.
- (3) Transshipment shall not be allowed.
- (4) The vessel carrying cargo shall be geared vessel of such permissible length and draft as will be able to enter Chattogram/Mongla port jetty/berth. No vessel exceeding 25 (twenty five) years of age shall be chartered.
- (5) The following shall be kept in view while fixing vessels:
 - (a) The vessel shall be suitable for transportation of cargo under contract and fully geared and classed as per LLOYD'S classification 100A1 or by equivalent classification, hatches with trouble free crane and derricks and the vessel shall possess valid certificates relating thereto. The vessel shall possess all her survey certificates valid up to the end of the voyage under the contract to show that the vessel is seaworthy during the voyage.
 - (b) The Seller shall sign charter party with well-reputed established ship owners, who is a member of a recognized Conference Line and authorized to issue Liner Bill of Lading. The Seller's Contract with the ship owner will be as per Carriage of Goods by Sea Act, 1925 (Act xxvi of 1925) of Bangladesh.
 - (c) Full particulars of all vessels like correct name, flag, year of built, class, length and draught, number of hatches, cranes and derricks, quantity and the name of P&I Club are to be intimated to the buyer by the seller while nominating any vessel for transportation of the rice. The seller shall take acceptance from the buyer for nomination of the vessel before it is chartered.
- (6) Israel flag vessel(s) is not to be chartered.
- (7) The seller shall give fast telegraphic/fax notice of vessel's arrival at Chattogram & Mongla to the buyer (The Director General of Food, Dhaka E-mail: dg@dgfood.gov.bd Fax:880-2-9556067), the Director Procurement E-mail Address: dproc@dgfood.gov.bd, Fax:880-2-9556302, the Director of Movement, Storage and Silos, E-mail: dmss@dgfood.gov.bd, Fax:880-2-47110694) Controller of Movement and Storage, Chattogram/Mongla (for Chattogram/ Mongla port), Fax: 880-31-726238, MOVEMENT KHULNA, Fax: 880-41-2850711, Senior Assistant Secretary (Procurement), Ministry of Food (E-mail: sasep@mofood.gov.bd) and the Bank through which L/C will

be opened. The telegraphic/Fax notice shall be given at least 5(five) days before the vessel's arrival at the port(s) of Chattogram and Mongla and shall contain the following information:

- (i) (a) Contract Number, (b) Name of the ship, (c) Ship's agent in Bangladesh, (d) Cargo and quantity, (e) Port of sailing, (f) Date of sailing, (g) Expected date of arrival at Chattogram and Mongla and (h) Stowage plan.
 - (ii) Failing to do so, any loss incurred by the Government (Ministry of Food) on this account shall be at the seller's account.
- (8) All cost in connection with lighterage or lightening at the port of discharge shall be on seller's account. The buyer shall receive cargo on CIF liner out terms after 100% weighment at Chattogram/Mongla port.
 - (9) The seller shall send by Air Mail to the Director General, Directorate of Food, Dhaka a copy of the relevant Charter party within three working days so as to ensure its receipt by Government before the arrival of the ship(s).
 - (10) The Seller shall be responsible for the transportation and delivery of cargo in PP bags at Chattogram/Mongla Port. The quantity of rice including the number of bags at discharge port will be determined by Final Discharge Report (FDR) to be signed by the Master/Captain or Chief Officer of the vessel on behalf of the seller and the Controller of Movement and Storage or his representative on behalf of the buyer. 100% Weighment at Chattogram/Mongla Port may be jointly tallied by both the buyer and seller or their representatives and total of the tally as such will form the FDR. Seller or their representatives will supervise the tally at their own initiative and the FDR so prepared will be binding on both the parties. Since the Stevedores are appointed by the Seller in case of discharge of cargo from the vessel on liner out term, the seller or his representative shall remain present at the time of weighment of rice and will sign the daily discharge report. The Final discharge Report (FDR) shall be prepared within 7(seven) days from the final discharge of the cargo.
 - (11) Demurrage and dispatch condition shall not apply in any case.
 - (12) No pre-dated and post dated bill of lading can be issued even if there is such a provision in the Charter Party.

8 : SHIPPING ADVICE :

Immediately after loading the cargo on board the ship, the seller shall advise the buyer by cable or fax of the Contract Number, name of cargo mentioning gross and net weight loaded, invoice value, name of vessel, port of its departure and expected time of departure (ETD) and expected time of arrival (ETA). One copy of each of the above cable or fax shall be sent to the following addresses:

- (a) Controller, Movement and Storage
Agrabad, Chattogram
Fax No. 880-31-726238;
E-mail: cms.ctg@dgfood.gov.bd
- (b) Controller, Movement and Storage, Khulna
Fax No. 880-41-2850711
E-mail: cms.kln@dgfood.gov.bd
- (c) Director Procurement
Directorate of Food
16, Abdul Gani Road, Dhaka.
E-mail Address:dproc@dgfood.gov.bd, Fax:880-2-9556302

- (d) Director, Movement, Storage and Silos
Directorate of Food,
16, Abdul Gani Road, Dhaka. Email: dmss@dgfood.gov.bd
Fax: 880-2-47110694;
- (e) Senior Assistant Secretary (*Procurement*),
Ministry of Food,
Bangladesh Secretariat, Dhaka.
Cable: Food Dhaka.
E-mail: sasep@mofood.gov.bd

9 : PRE-SHIPMENT INSPECTION & CERTIFICATION :

The seller shall appoint an experienced, well known & internationally reputed Pre-shipment inspecting agency at his own cost to supervise the cargo and issue certificate on (i) quality, (ii) quantity, (iii) weight, (iv) Percentage of broken grain, (v) Content of moisture Percentage, (vi) Percentage of total defects (Dead, damaged & discoloured grains), (vii) Radioactivity (if not relaxed) and (viii) Foreign materials, (ix) packing etc. and the certificates so issued shall be submitted with the bill of lading. These certificates will not be treated as final document of the cargo in respect of quality & quantity. The quantity and quality will be determined according to the proviso laid down in paragraph 7(10) & 10 of this schedule.

10 : POST LANDING INSPECTION:

- (A) After arrival of the rice at the port of destination the representatives of the Buyer in presence of the Seller's representatives shall draw necessary representative samples. Three sets of samples shall be jointly drawn from each of the hatch. The sample will be tested in the local office (Chattogram & Mongla, Khulna) of the Inspection, Development & Technical Services (IDTS) of the Directorate of Food to determine the acceptability of the cargo. If this primary inspection report shows that the quality of the cargo is rejectable on the basis of any of the parameter of the quality specification stated in paragraph-2, the L/C shall not be negotiable at all. In that case the seller shall have to dispose of the cargo and the vessel at his own risks, responsibilities and costs. Provided that the cargo is certified as acceptable by the Local office of IDTS Chattogram & Mongla, Khulna and received thereupon, the sample will again be collected jointly from each hatch during the process of unloading, mixed up thoroughly so that the samples represent the full quantity of cargo of the vessel. Three sets of samples will be bagged/packed, sealed and signed by both the representatives of Buyer and Seller and two bags/packets will be kept by buyer and one packet by the seller. The CMS will send the samples to IDTS, Dhaka within 7(Seven) days of drawing of the sample. One of the Buyer's samples shall be tested in the IDTS Laboratory, Dhaka & the other will be preserved for further test if required for the reason stated herein after. A copy of such test report may be provided to the seller on formal request in writing. IDTS, Dhaka shall furnish the test report of rice within 5(Five) days of the receipt of the sample to Director General of Food. Low quality of the cargo shall be determined independently on the basis of each and every parameter of specification separately according to the result of IDTS report. Claim for supply of low quality of the cargo, shall be determined independently on the basis of each and every parameter of specification separately according to the results of IDTS report. Claim for supply of low quality cargo shall be calculated for the quantity of cargo beyond admissible parameter at double the rate and lodged with the seller accordingly. A copy of IDTS test report may be provided to seller on formal request in writing. If necessary, the seller may test the other sample kept with the IDTS in Bangladesh Rice Research Institute (BRRI), Joydebpur, Gazipur in

presence of buyer's representative within 2 (two) months after issuance of IDTS report. In that case the result of BRRI shall be binding upon both the parties. On the question of Moisture test of Non-basmati parboiled rice, it will be done by oven method at 130°C for one hour as per AOAC.

- (B) The quantity of cargo as per bill of lading shall be delivered at the port of discharge by the Master/Captain/Chief Officer of the ship on behalf of the Seller and received by a representative of the Buyer. During transfer of title of the cargo, Final Discharge Report (FDR) will be prepared and signed by the Master/Captain/Chief Officer of the ship or representatives of the Seller and the Buyer. Weighment made at Chattogram/Mongla Port may be jointly tallied by both the representative(s) of the buyer and seller and the total of the tally as such will form the FDR. FDR so prepared will be final and binding on both the parties. Since the Stevedores are appointed by the seller in case of discharge of cargo from the vessel on liner out term, the seller or his representatives shall remain present at the time of weighment of rice at Chattogram/Mongla and will sign the daily discharge report. The Final Discharge Report shall be prepared within 7(seven) days from the final discharge of the cargo. In case of disagreement by Master/ Captain/Chief Officer of the vessel the daily tally report will be final and binding.
- (C) Any damaged cargo found during discharge of the vessel should be jointly surveyed by the surveyors appointed by both the buyer and the seller and the damaged rice so detected will not be received by the buyer. The seller will destroy the damaged rice as per Port Rules at their cost, risk and time.

11 : TERMS OF PAYMENT :

- (A) The buyer shall open an irrevocable letter of credit (L/C) in US Dollar in favour of the seller after signing of the contract through a schedule Bank in Dhaka for full quantity of CIF liner out term value of the rice contracted to be shipped under this contract. 90% value of the contracted cargo is payable on receipt of the shipping & following documents by the L/C opening bank. Balance 10% shall be paid on the basis of the Final Discharge Report (FDR). All bank charges in the seller's country shall be borne by the seller, while all bank charges in the buyer's country shall be borne by the buyer. The letter of credit will be negotiable for 90% value of rice on submission of the following documents each in six copies unless otherwise specified:
- (i) Seller's commercial invoice in 6(six) copies certifying cargo, its specifications, quantity, unit price, total price, total weight, contract number, letter of credit (L/C) number & bill of lading signed by the Master/Captain of the vessel;
 - (ii) Seller's letter of guarantee regarding quantity and weight;
 - (iii) Certificate of origin issued by Ministry of Agriculture or chamber of commerce of the country of supply.
 - (iv) Crop year certificate issued by Ministry of Agriculture or chamber of commerce of the country of supply.
 - (v) Full set of original clean shipped "on board" Ocean Bill(s) of Lading signed by the Master/Captain of the vessel to be made out as per terms of the letter of credit (L/C). Bill of Lading is to state, "Freight pre-paid and weight loaded".

- (vi) Phytosanitary certificate issued by respective Government organization of country of origin in the form prescribed by the competent authority concerned of the country of origin.
 - (vii) Pre-shipment inspection certificate issued by an experienced, well known & internationally reputed Pre-shipment inspecting agency appointed by the seller in respect of quality, quantity, packing etc. conforming to contracted specifications.
 - (viii) Certificate of fumigation issued by Government Agency or Government authorised Agency of the country of origin.
 - (ix) Certificate of standard and quality of rice conforming as to the following conditions from Government agency of the country of origin:
"That the rice is fit for human consumption without any unpleasant odour, free from any sign of mould, fermentation or deterioration and free from obnoxious and deleterious matter and poisonous weed seeds, rice is also free from insect infestation."
 - (x) Radioactivity certificate issued by respective Government organization of the country of origin, if not relaxed for the same.
 - (xi) Primary inspection report by the IDTS lab at Chattogram/Mongla (Khulna) stating that the quality of the cargo is acceptable.
- (B) In the event of any delay in the despatch of shipping documents or incorrect preparation thereof, the seller shall be responsible for any losses, demurrage, handling charges or other expenses arising therefrom.
- (C) A non-negotiable set of documents mentioned at (A) above shall be air-mailed/ sent by courier to the Directorate of Food and Controller of Movement and Storage (CMS), Chattogram/Mongla within 3(three) days of the departure of the vessel carrying the rice under the contract and to ensure it's receipt by the buyer before the arrival of the ship(s).

12 : CLAIMS :

Claims shall be lodged by the Buyer to the Seller for shortage and damaged cargo, if any, on the basis of Final Discharge Report (FDR) and low quality cargo, if any, shall be lodged on the basis of IDTS's report. Claim lodged for low quality will be calculated for the quantity of the cargo beyond admissible parameter at double the rate. Provisional claim shall be lodged by the CMS, Chattogram/Khulna as receiver of the cargo within 30 days of unloading of the cargo. Final claims shall be lodged by the Buyer within 45 days the vessel completes unloading of the cargo from the vessel. The claims shall be settled by the seller within 30 days from the date of lodging the claim. Otherwise the claims (lodged by the buyer) shall be realised by deducting the necessary amount during payment of remaining/balance 10% bill amount. If the remaining 10% bill amount is not sufficient to realise the buyer's claims, the rest amount shall be realised from the Performance Guarantee (PG) furnished by the seller.

13 : SUBMISSION OF SHIPPING DOCUMENTS :

Signed copies of the following documents in a sealed envelope shall be despatched by the seller by Air Mail, consignmentwise, within three days of the sailing of vessel(s) to the addresses as mentioned at paragraph-8.

- (a) Clean on Board Ocean Bill of Lading along with Mates receipt signed by the Master/Captain/Chief Officer of the Vessel.
- (b) Seller's detailed invoice.
- (c) All certificates and certified copies of load order contained in paragraph 9&11.

14 : DEFAULTS :

- (a) If the seller refuses or fails to make deliveries of the cargo conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the buyer may, without prejudice to other rights of the buyer resulting from breach of the contractual terms, by giving written notice cancel or rescind the contract or terminate the right of the seller to proceed with any or all of the remaining part under the contract to be performed. The penalty will be equally applicable to the Local Agent as well as to their Foreign Principal.
- (b) Similarly, if the buyer fails to provide letter of credit (L/C) as per paragraph-10(A) the seller may, without prejudice to their other rights, by giving written notice cancel or rescind the contract or terminate the right of the buyer to proceed with any or all of the remaining obligations under the contract.

15 : INSURANCE :

The Seller shall be responsible and liable for all the matters related to insurance.

16 : ARBITRATION:

Any dispute relating to the Contract or breach thereof shall be settled amicably by negotiation between the Buyer and the Seller. In case, no settlement can be reached the dispute shall be referred to Arbitration. In the matter of the Arbitration the provision of the Arbitration Act, 2001 (Act 1 of 2001) of Bangladesh shall be followed and the venue of the arbitration shall be in Dhaka, Bangladesh.

17 : FORCE MAJEURE :

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or war preventing either contracting party from fully or partially carrying out the obligations under the contract, party so prevented shall inform in writing the other party of the causes of such failure within 3(three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.

18 : EARNEST MONEY :

Earnest money (Bid Bond) amounting to **US\$**(.....)
 only (No Bank Guarantee is allowed) in the form of a Pay Order/Bank Draft (No
 date issuing bank in favour of the Director
 General of Food, Directorate of Food as required under Paragraph 1(2) above shall be
 submitted along with the Tender. The amount of bid bond should be on the basis of higher value
 quoted for Chattogram and Mongla. This Pay Order/Bank Draft will be released by the
 Directorate of Food at Tenderer's request if the bid is not accepted. The Earnest Money (Bid
 Bond) shall stand forfeited to the Government if performance guarantee under paragraph-19
 below is not furnished by the successful bidder. The bid money shall be refundable on submission
 of the P.G. in case of successful bidder.

19 : PERFORMANCE GUARANTEE :

- A) In the event of acceptance of this Tender by the Directorate of Food, Government of Bangladesh, the Tenderer shall provide, within five working days of the acceptance, Performance Guarantee (Security Deposit) in the form of **Bank Guarantee** in Form-A attached hereto in favor of the Directorate of Food, Government of Bangladesh of an amount of US\$ being 05% of the total CIF (Liner out Term) price (5% more) of the cargo as the case may be for the performance of the Contract resulting from this Tender. The verification of Performance Guarantee (P.G.) in Bangladesh or in any foreign country will be at Seller's cost. The Seller shall inform the Buyer of specific fax number of the foreign bank concerned. The Performance Guarantee provided by the Seller for US\$ which is liable to be forfeited by the Buyer if the Seller fails to fulfill any of the terms of this Contract. The said Guarantee shall be released after successful fulfillment of the whole of this Contract terms including disposal of claims if any.
- B) Performance Guarantee should be as per form of the Directorate of Food (form 'A' attached with the schedule).

20 : ACCEPTANCE OF CONTRACT:

The issuance of the government's acceptance by registered post (with acknowledgement due) or by telegram or fax will be followed by signing a formal contract. The Tender together with the letter or telegram or Fax of acceptance will constitute a complete contract after signing of the same.

21 : RESPONSIBILITY:

Where a Tender form is signed by more than one person the responsibility will be joint and several.

22 : SIGNING OF THE TENDER DOCUMENT :

The Tenderers shall authenticate each page of the Tender Document with their signature and seals and submit it along with the offer.

23 : RESERVATION OF RIGHT TO ACCEPT OR REJECT TENDERS:

The Directorate of Food, Government of Bangladesh reserve the right to accept or reject all or any of the Tenders without assigning any reason or to call for any information or clarification from the Tenderer(s) in relation to Tenders submitted by them.

24 : LAW GOVERNING THE CONTRACT :

The contract shall be governed by and construed in accordance with the laws of Bangladesh.

25 : SIGNATURE:

Having read, understood and accepted all the above conditions, I/We (Tenderer) fill in the space below:

- A. Signature of the person and date; :
.....
- B. Full name in capital letters of the :
person signing;
- C. Full name and Registered address of :
the firm, which the person represents
(including TIN);
- D. The Capacity in which the Tender :
has been signed on behalf of the
firm;
- E. Name in capital letter of the :
proprietor(s) in case the firm is a
proprietary one. 1.
2.
3.

(N.B. The space should be filled in carefully. Any ambiguity will make the Tender invalid. If the number of person is less than three, vacant space be shared out. If it is more than three, additional space may be added to this form but each space must contain five columns as given above. No Tender shall be accepted, unless accompanied by the enclosed Proforma Summary).

PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

Whereas the Government of the People's Republic of Bangladesh represented by Directorate of Food, Dhaka has accepted Tender No..... for supply of Metric Tons of cargo (**Rice**) to be referred to as the contractor (Seller) on the terms and conditions governing the contract.

And whereas the contractor (Seller) has requested us through the..... Bank to issue a guarantee for an amount of US Dollar.....being 05% of the CIF (liner out term) price (+5%) in consideration of aforesaid, we the Bank do hereby undertake and guarantee the performance of the contract by the contractor (Seller) and we unconditionally and absolutely bind ourselves:

- (i) To make payment of US Dollar..... to the Directorate of Food, Ministry of Food , Government of Bangladesh immediately on receipt of a demand from the said Directorate of Food in writing without any question whatsoever.
- (ii) To keep this guarantee valid up to at least 90 days from the date of issue and validity date is extendable for further period, if so required. This guarantee is unconditional and it is expressly understood that the sole judge for deciding whether the contractor (Seller) has performed the contract and fulfilled the terms and conditions of the contract shall be the Government (Directorate of Food, Ministry of Food). Our commitment under this guarantee is limited to an amount of US Dollar.....
- (iii) It is specifically stipulated and understood by us that any grant of time or indulgence to the contractor (Seller) without reference to us shall not in any manner tend to absolve us from our liability to make payment as stipulated in this guarantee. We also certify that our Bank's authorized officer signed the PG without any addition or alternation of the prescribed form supplied by the Directorate of Food ,Ministry of Food , Government of Bangladesh.

Signature

Dated

Place

PROFORMA SUMMARY FOR TENDER OF NON-BASMATI PARBOILED RICE

(This proforma duly filled in should be fixed at top with indication by Annexure Column-wise)

Name & address of the Seller and the foreign Principal.	Quantity offered for	Price PMT (in USD) CIF (Liner out terms) Single price to be quoted for Chattogram and Mongla port	Amount of earnest money (BID BOND) (USD)	Specification	Country of origin (must be mentioned)	Crop year	Port of loading (must be mentioned)	Date of completion of shipment at load port.	Validity of offer	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature:

Full Name:

Designation:

Dated :

Place :

(Seal)