

CABLE : " PHOSPHATE" CHITTAGONG.
PHONE : 031-2500455-6, 2500545
FAX : 031-2500457

Price of Tender Documents
TK 1000/- per set(non-refundable)



TSP Complex Limited

An Enterprise of BCIC
North Patenga, Chittagong.
E-mail : gmcomtsp@gmail.com

Ref. No :- TSP/FP/Acid-4/2016-17/1087

Dated : 12-03-2017

H. S. Code No. 2809. 20. 00

Sub : Tender Enquiry for procurement of 10,000 MT (± 5 %) Phosphoric Acid (52-54% P₂O₅) in bulk in tanker on liner term basis under Cash Foreign Exchange for using in TSP Complex Limited (TSPCL), Chittagong, Bangladesh.

Dear Sirs,

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

1.00 DATE AND TIME OF CLOSING OF TENDER:

Tenders will be received on **03-05-2017** upto 11-00 A. M.

2.00 PLACE AND TIME OF SUBMISSION OF TENDER :

Tender will be received in the Tender Box kept for this purpose in the following offices of :

- (i) General Manager (Com), TSP Complex Ltd., Patenga, Chittagong. (Primary station)
- (ii) Office of the Deputy Commissioner, Chittagong, (Secondary station)
- (iii) Office of the Executive Engineer, PWD Division-3, CGO Building-1, Agrabad, Chittagong. (Secondary Station)

Tender may be sent by post or courier service only to the primary station .But care must be taken to see that it reaches the above office by the date and time fixed as late Tenders will not be considered. Other than primary station, tender to be dropped personally in the box kept for the purpose in the secondary stations within the due date and time.

3.00 DATE AND TIME OF OPENING OF TENDER:

Tender will be opened only in the office of **General Manager (Commercial)**, TSP Complex Ltd., North Patenga, Chittagong at 02-00 P.M on **03-05-2017** in presence of the tenderers or their authorized representatives (if any).

4.00 BIDDING INSTRUCTIONS:

- 4.01 The bids shall be submitted in duplicate in a single envelope and the envelope shall be sealed and addressed to the General Manager (Commercial), TSP Complex Ltd., North Patenga, Chittagong-4204.
- 4.02 The envelope shall bear the tender enquiry number and due date and time of tender opening & also indicate the name and full mailing address of the tenderer so as to enable the Buyer to return the Late/Delayed tender unopened.
- 4.03 If the envelope is not properly sealed and inscribed as instructed above, the buyer shall assume no responsibility for misplacement or premature opening of the tender.
- 4.04 Local Representative/Liaison Officer/Contact Person may personally carry for submission of the offer. In such case, envelope containing documents in sealed condition may be put in master envelope, be sealed and submitted. In the event the offer is received by the representative from the overseas office through mail/courier, it should be submitted in original mail cover/courier cover within the master envelope.
- 4.05 Tenderer shall quote their price against their offered quantity on CFR or CFR(C) on liner term basis.
- 4.06 The bidder or its manufacturer or its principal must mention the symbol of name of chemical ingredients of the products and chemical formula their the product properly. If the symbol & name of chemical ingredients and chemical formula of the offered product are not properly mentioned, then the offer/bid shall be rejected.



- 4.07 The bidder must have to submit the bid bond as per enclosed specification exactly, without putting any other conditions/statements beyond the conditions laid down in the bid bond specimen.
- 4.08 The tenderer must submit the bid with signature mentioning full name, designation, date & seal having appropriate & valid authority to submit, sign the tender and contract along with supporting documents with attestation of sign of signatory.

Tenderers may participate directly or through their local agents.

For direct participation, the following documents are to be submitted:

- 4.09 Detailed specification in original as per schedule of tender from the manufacturers.
- 4.10 Analytical Certificate from the Manufacturing Plant in original.
- 4.11 A certificate from Manufacturers in Manufacturer's Original letter head pad having postal address, telephone, fax and e-mail no, name & designation of authorised signatory. The offer/certificates must be signed in ink by hand.
- 4.12 In case of Export House, an Authorization letter from the Manufacturing Company in favour of such Export House.
- 4.13 Tender Security/Tender Bond.
- 4.14 Original Money Receipt issued by BCIC/TSPCL as evidence that the tender document was purchased.
- 4.15 A photocopy of tender documents each page sealed and signed as an evidence that the tenderer has gone through the terms of the tender and has accepted the same.
- 4.16 Confirmation letter in respect of period of shipment, validity of offer, validity of tender bond etc.
- 4.17 Manufacturer's Certificate in original confirming that in the event of awarding contract, they will undertake to supply the commodity if the offer is submitted through an Export House.
- 4.18 **Manufacturer's Certificate from which countries will be submitted along with the offer shall be treated as country of origin.**
- 4.19 Proforma Invoice in original from the Manufacturing Company or duly Authorised Export House of the Manufacturing Company showing price of the commodity with break up of FOB and Freight per M. T. and Commission to Bangladeshi Agent if any included in or extra on FOB Price per MT. Schedule of the tender enquiry should be duly filled in, sealed and signed in duplicate.-

Participation through Local Agent:

For participation through local agent, the following documents in addition to the above 4.01 to 4.19 are to be submitted:

- (i) Letter of Authorisation from the Manufacturing Company or from the export House.
 - (ii) A photocopy of valid Indenting Registration Certificate issued by Chief Controller of Import & Exports, Govt. of the People's Republic of Bangladesh.
 - (iii) A photocopy of valid Trade Licence.
 - (iv) A photocopy of valid permission as an indenting house issued by Bangladesh Bank.
- 5.00 No verbal clarification of your offer during the opening of Tender Enquiry and no written clarification of your offer after opening of the Tender shall be entertained.

6.00 **AMENDMENT TO TENDER DOCUMENTS:**

- 6.01 At any time prior to deadline for submission of tenders the purchaser may, for any reason whether of his own initiative or in response to a clarification requested by a prospective tenderer modify the tender documents by amendments.
- 6.02 The amendment will be notified in writing or by fax to all prospective tenderers who have purchased the tender documents and the same will be Tendering on them.
- 6.03 In order to afford the prospective tenderers reasonable time to take the amendment into account in preparing tenders, the purchaser may at his sole discretion extend the deadline for submission of tenders.

7.00 **TENDER LANGUAGE:**

The tenders and all correspondences and documents relating to exchange by the tenderers and the purchaser shall be written in English Language.

8.00 **TENDER CURRENCIES:**

Price is to be quoted in the tenderers home currency or in any International trading currencies but its equivalent in U.S Dollar must be worked out and indicated.



9.00 TENDER PRICES:

- 9.01 Tenderers shall quote their firm and final price of Phosphoric Acid on CFR(C) TSPCL Jetty, Chittagong, on liner term basis with no provision of demurrage and despatch clause. Buyer shall have the option to either accept CFR(C) or FOB(C) offer. CFR(C) stands for cost, freight and commission. Freight shall be paid at actual against freight memo but not exceeding the amount shown in the tender. Agent's Commission, if any, shall be paid in Bangladesh currency as per exchange rate (selling rate) prevalent on the date of shipment after arrival of the goods at the port of destination.
- 9.02 FOB price, freight and commission shall be shown separately. The FOB price shall be deemed to have included duties, taxes and levies imposed by the Government or its agencies of the exporting country.
- 9.03 No escalation of price whatsoever shall be entertained during the Tender validity or the period of enforceability of the order/contract.

10.00 INSURANCE:

- 10.01 Insurance of the consignment shall be arranged by the TSPCL. Offer should, therefore, be exclusive of Insurance charges.
- 10.02 A complete set of signed copies of shipping documents shall be sent by the supplier to the General Manager (A&F), TSP Complex Ltd., North Patenga, Chittagong. .
- 10.03 The buyer will obtain a foreign currency open cover note under Marine Insurance Policy, which shall be such as to allow complete replacement of any article lost or damaged. The Insurance Policy will be obtained by the buyer upon receipt of express fax advice of shipment of goods, which the suppliers/contractors or their Principals will send within a day of loading for shipment followed by a confirmation copy by registered post.
- 10.04 In addition to the fax / email advice the suppliers/Contractors or their Principal shall furnish a declaration of shipment containing full Particulars of the consignments including the name of the vessel, sailing date, port of shipment, Bill of Lading No. and date, purchase order/contract No. L/C No. and value of the goods to the buyer so as to reach him positively within 14 (fourteen) days from the date of shipment.

11.00 INSURANCE PREMIUM:

Vessel age should not exceed 20 years, shipment of cargo by Chartered vessel is acceptable provided the vessel is approved by Sadharan Bima Corporation (SBC, Dhaka, Bangladesh) prior to shipment. SBC normally charges higher rate of premium for overaged vessels. SBC allows concession in premium to the Buyer for shipment of cargo per Chartered vessel upto 20 years of age. In case of shipment by Chartered vessel over 20 years the suppliers/ship owner shall have to pay such additional premium charged by SBC over the prevailing rate in addition to normal overage premium applicable to overaged vessels in foreign exchange.

In case of shipment of cargo by chartered vessel the age of vessel must be within 20 years and classed by a classified Association/Society. Otherwise, vessel of more than 20 years of age and unclassified OAP/AP or any other extra charges in addition to normal premium imposed by SBC will have to be borne by the supplier/carrier/ship owner.

12.00 CLEAN BILL OF LADING:

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

13.00 INSPECTION AND TEST:

- 13.01 Comprehensive inspection of stores including stage inspection where necessary in respect of quantity, quality, packing, marking and supervision of loading shall be carried out prior to shipment by any Inspection Agency to be appointed by the buyer subject to the following conditions:-
- (i) Tenderers/Tenderer's principals shall accord necessary facilities to the Inspecting agent or their accredited representative at the place of work to carry out necessary inspection.
 - (ii) The suppliers/manufacturers shall provide necessary laboratory facilities for concluding laboratory test of raw materials/chemicals at their premises. Failure to provide such facilities such laboratory test shall be done by any independent laboratory the cost of which shall be borne by the suppliers/manufacturers.



- (iii) If the suppliers/manufacturers officially call the inspectors for inspection of goods and if after arrival of the authorised representative from the inspection agency fail to place the goods for inspection, the fruitless journey performed by the Inspectors shall be considered as an intervention. In such event the suppliers/manufacturers shall be liable to the inspector the cost incurred by them (Inspector) for such journey.
- (iv) The fees of the authorised inspection agent or their accredited representative shall be payable by the suppliers/manufacturers in case of rejection of goods above 20% and multiple intervention for stores falling below the minimum value of US\$ 12,500.00 only.
- (v) If any supplier/contractor or their Principals/Manufacturer fails to settle the Inspectors claim, the same shall be settled by the Purchaser out of the amount of letter of credit or their Performance Security/Guarantee.
- (vi) Shipment of goods shall not be effected without written clearance from the Inspection Agency.

14.00 Non-transferable letter of Credit shall be opened under Cash Foreign Exchange observing necessary formalities.

15.00 SHIPPING INSTRUCTIONS:

15.01 Shipment of goods shall not be effected on vessels of any country with whom Bangladesh does not have any diplomatic relations.

15.02 Shipment of goods shall be made on vessels of Conference Line. If conference Line fails to provide shipping space, a certificate from the concerned Conference Line office shall be provided by the seller or the Shipper to the effect that conference Line Vessels are not available for shipment of goods. If any port of shipment is not covered by Conference Line, the goods shall be shipped on regular liner vessel. In all cases preference shall, however, be given to Bangladesh Flag Vessel when such vessels are available at the time of shipment.

15.03 No combined shipment will be allowed. Shipment of Phosphoric Acid shall have to be made in exclusive Tanker bound for TSPCL Jetty, Chittagong.

16.00 SHIPPING TERMS:

16.01 Tenderers are requested to submit offer for Phosphoric Acid in bulk in tanker on liner term basis with no provision for demurrage/despatch money at discharge port.

16.02 Phosphoric Acid in bulk in tanker shall be received at TSP Complex Jetty at Chittagong on liner term basis. Phosphoric Acid Receiving System from the carrier to the terminal storage tank has been designed on the basis of discharge at the rate of 250 M³/hour of Phosphoric Acid. The carrier must have several sets of Pump for discharging Phosphoric Acid. The size of the pipeline from the Jetty to the tank shall be of 250 mm dia. Direct delivery from the vessel is to be made using vessel's pump for discharging. The bidders in their own interest should undertake survey for the receiving facilities available at TSP Complex, Jetty. For this, bidders should contact Managing Director, TSP Complex, North Patenga, Chittagong. Telephone: 031-2500458, Fax: 031-2500457.

16.03 The TSP Complex Jetty can give one safe berth of vessel having LOA not exceeding 575 feet with available draught at Jetty mouth not exceeding 26 feet. The bidders may however check these information with the Chittagong Port Authority.

16.04 Vessel's tank pipes and pump are to be thoroughly cleaned for Phosphoric Acid to buyer's authorised Inspection Agent's satisfaction before commencement of loading at loading port.

16.05 Master of the tanker to cable 10 days/72 hours/48 hours in advance of expected date of arrival at the port of Chittagong (TSP Complex Jetty) to the receiver, Managing Director, TSP Complex, North Patenga, Chittagong. FAX: 2500457 Cable: "PHOSPHATE" CHITTAGONG and the consignee: Bangladesh Chemical Industries Corporation, 30-31 Dilkusha C/A, Dhaka, Cable: CHEMICORP, Dhaka. Telex: 675847 BCI BJ/632216 BCI BJ. This information is required to prepare the receiver the cargo at TSP Complex Jetty and to prepare the consignee for arranging clearance of the consignment.

16.06 If the sellers enter into transportation arrangement with shipowners with the terms and conditions inconsistent with the above terms, the buyers shall not be responsible for any consequences arising therefrom.



- 16.07 Supplier well before commencement of shipment shall have to inform the TSP Complex the following particulars of the vessel for acceptance of the same by the TSP Complex/SBC :-
- (i) Name of ship & Ex. Name of ship if any.
 - (ii) Year of built of ship.
 - (iii) Flag, L. R. No. DWT.
 - (iv) Name of owner of ship and Name of Local Agent.
 - (v) Invoice No. & Date.
 - (vi) Sailing date of vessel.
 - (vii) Arrival date of ship at the port of Bangladesh.
 - (viii) Loadable quantity.
 - (ix) For Chartered Vessel: Warranted that the vessel will not go for breakup after this or next voyage.

16.08 Shipment on Israeli Flag vessel is prohibited.

16.09 Supplier to give Guarantee that the vessel shall exclusively be used to buyer's Cargo only.

17.00 TENDER VALIDITY:

The Tender shall be kept firm and valid for consideration of the buyer for a period of minimum **90 (Ninety)** calendar days from the date of tender opening and be extended further on the request of the purchaser.

18.00 TENDER SECURITY/BID BOND:

18.01 Bidders shall submit Tender Security/Bid Bond in favour of "TSP Complex Limited" an amount of US\$ 70,000 (Seventy thousand) or its equivalent BDT in the form of a Pay order or a Bank draft or an unconditional irrevocable Bank Guarantee (specimen enclosed) from any scheduled Bank in Bangladesh and the Bank Guarantee shall remain valid for a period of **120 (One hundred twenty) calendar days** from the date of opening of the tender. The Tender Security shall guarantee execution of the formal purchase order/contract and furnishing of a Performance Security/Guarantee by the bidder, if his bid is accepted by the buyer. **The Bank Guarantee must be endorsed by the Head office of the concerned Bank.**

18.02 If the successful bidder fails to furnish Performance Security/Guarantee within **10 (Ten)** days after receipt of Notification of Award (NOA), the Notification of Award (NOA) so issued shall be deemed withdrawn and the Tender Security shall be forfeited.

18.03 Those Tenders, which are not accompanied with an acceptable tender security, shall be considered as NON-RESPONSIVE and shall be rejected. No tender security shall be accepted at the time of opening of bids.

19.00 PERFORMANCE SECURITY/GUARANTEE:

19.01 Within **10 (Ten)** days of receipt of Notification of Award (NOA) from the Buyer, the successful bidder shall submit a Pay order or a Bank draft or an unconditional irrevocable Bank Guarantee (specimen enclosed) from any scheduled Bank in Bangladesh for an amount equivalent to 10% (ten) percent of the total order/contract value in Bangladesh currency or in U.S Dollar. The Bank Guarantee shall be furnished as per proforma enclosed and shall ensure completion of all obligations under the order/contract. The Bank Guarantee shall be valid for a period of minimum **180 (one hundred eighty) calendar days** from the date of issuance of Performance Security/Guarantee. **The Bank Guarantee must be endorsed by the Head office of the concerned Bank.**

19.02 Failure of the successful bidder to comply with the requirement of furnishing performance security/guarantee as aforesaid shall cause annulment of award and forfeiture of their Tender Security/Bid Bond.

20.00 DELIVERY SCHEDULE:

20.01 10,000 MT ($\pm 5\%$) Phosporic Acid shall be shipped in 1(one) lot within 30 days from the date of receipt of Letter of Credit.

20.02 TSPCL at its discretion may defer, advance or extend the shipment period.

21.00 COUNTRY OF ORIGIN:

Country of origin of the goods must be indicated in the bid. Manufacturer's Certificate from which countries will be submitted alongwith the offer shall be treated as country of origin.



22.00 LATE TENDER:

Any tender received after the deadline for submission of the tenders, shall be treated/declared as late tender and be rejected and returned unopened to the tenderer concerned.

23.00 CLARIFICATION OF TENDER:

To assist in the examination, evaluation and comparison of tenders, the purchaser may at his sole discretion, ask the tenderers for any clarification of their tenders. The request for such clarification and the response there to shall be made in writing and no change in the price or substance of the tender be sought, offered or permitted.

24.00 PRELIMINARY EXAMINATION OF TENDER:

24.01 The purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether proper and requisite tender security has been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

24.02 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. If the tenderer does not accept such correction of the errors, the tender shall be rejected. If there is any discrepancy between the words and the figures, the amount in words shall prevail.

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

24.04 A tender determined as substantially non-responsive shall be rejected by the purchaser and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

24.05 The purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice affect the relative standing order of any tenderers.

25.00 GUARANTEE CERTIFICATE:

The supplier shall furnish a Guarantee Certificate to the effect that the goods exactly conform to the specifications laid down in the Purchase order/contract and that in the event of the materials being found defective or not conforming to the specifications governing the supply, the seller shall be held responsible for all losses and consequences. Such certificate shall form an integral part of the shipping documents required to be produced to the Bank for drawal of payment against letter of credit.

26.00 UNDERTAKING:

The supplier shall give a written undertaking to the effect that they have dispatched the goods strictly in conformity with the quality & quantity specified in the Purchase order/contract and that they shall replace the defective materials & replenish the short-supplied quantity free of charge on demand by the Purchaser. Such certificate shall form an integral part of the shipping documents required to the Bank for drawal of payment against letter of credit.

27.00 ASSESSMENT AND EVALUATION OF TENDERS:

Assessment of Tenders shall be made strictly on the following basis :-

- (i) The percentage of P₂O₅ content of all the qualified tenders shall be brought to 52% for the purpose of evaluation and comparison of offered Price of Acid.
- (ii) The qualified tenders shall be evaluated strictly on the basis of minimum P₂O₅ content of 52% and their price shall be calculated on the basis of following formula and the lowest price worked out on this basis will be acceptable :-

$$\frac{\text{Offered CFR(C) Price per MT}}{\text{Offered P}_2\text{O}_5 \% \text{ CFR(C) Price MT}} \times 52 (\% \text{ P}_2\text{O}_5) = \text{CFR(C) Price per M.T.}$$

- (iii) CFR(C) price quoted by tenderers to be converted into Taka as per official rate of exchange prevailing on the date of opening of the tender.
- (iv) Other terms and conditions of the tender enquiry and any other points advantageous to the TSPCL.

28.00 AWARD OF ORDER/CONTRACT:

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



29.00 **SOURCE OF FUND:**

The purchase against this tender enquiry will be financed under Cash Foreign Exchange/Any other Suitable Source of Finance.

30.00 **TERMS OF PAYMENT:**

30.01 Payment will be made preferably in quoted currency of the successful bidder. However, if in any case, restriction is found in opening L/C in quoted currency due to any specific origin of supply, in that case, payment will be made in equivalent Bangladesh currency in Bangladesh to the supplier or his nominee.

30.02 **100% payment will be made after successfully completion of Post Landing Inspection (PLI) against L/C on production of the following documents:-**

- | | | |
|--------|---|----------------------|
| (i) | Detailed Invoice signed in ink | 2 (two) copies. |
| (ii) | Clean shipped on Board B/L | 2(two) copies |
| (iii) | Packing list | 2(two) copies |
| (iv) | Inspection Certificate | 2(two) copies. |
| (v) | Certificate of origin issued by authorized Govt. Organization/
Respective Authority of the Country of Origin | 2(two) copies. |
| (vi) | Guarantee Certificate as to the quality of material as per clause No. 25.00 | 2(two) copies. |
| (vii) | Undertaking Certificate as per clause No. 26.00 | 2(two) copies. |
| (viii) | Fax/Telex intimation of shipment | 2 (two) copies |
| (ix) | Freight Memo | 2(two) copies) |
| (x) | Copy of Charter Party contract in support of Freight charge. | 2(two) copies) |
| (xi) | Manufacturer's Certificate issued by the manufacturer himself to the effect that the supplied goods strictly conforms the quality and quantity as specified in the related Purchase contract. | 2(two) copies) |
| (xii) | Post Landing Inspection (PLI) Certificate to be submitted at L/C opening bank by the buyer | 1 (one) copy. |

30.02 **The Supplier must mention IMDG Code No. 8 and UN1805 in the shipping documents i.e. Commercial Invoice, Bill of Lading & Packing List.**

30.03 Local Agent's Commission will be paid in Bangladeshi Taka as per exchange rate (selling rate) prevalent on the date of shipment on the basis of copy of clean shipping documents.

30.04 TSPCL will establish an irrevocable without recourse, non-transferable and non-divisible letter of credit for making payment. The letter of credit shall be fully operative from the date of opening & must ensure payment and can not be termed as non-operative on any ground/plea. Further if any amendment(s) of L/C is requested directly to TSPCL in writing by the supplier/beneficiary at their cost, TSPCL reserves full right whether such amendment(s) of L/C shall be done or not and on such plea the L/C can not be termed as non-operative by the supplier/beneficiary. Opening date of the L/C by the issuing bank shall be the effective date of the L/C for all purposes.

30.05. **POST LANDING INSPECTION:**

On arrival of the ship at unloading port (TSPCL Jetty, Chittagong), Phosphoric Acid shall again be tested at TSPCL Laboratory jointly by Pre-shipment Inspection Agent, Supplier's representative and TSPCL's representative to determine the P₂O₅ Quantity and other components of Phosphoric Acid. If the P₂O₅ content of the supplied Phosphoric Acid becomes lower than the invoiced P₂O₅, the price difference will be realised from the Supplier/Supplier's Performance Guarantee. **Unloading of Phosphoric Acid shall be started after successful Post Landing Inspection (PLI). If PLI is not successful unloading will not be started and cargo to be taken back by the supplier without further question.**

31.00 **BANK CHARGES:**

31.01 Bank charges for withdrawal against L/C established by TSPCL will be borne by the beneficiary.

31.02 Bank charges in Bangladesh for opening of Letter of Credit shall be borne by TSPCL. Charges for revalidation or amendment of L/C at the request of the supplier shall be borne by the beneficiary and not by the TSPCL.



32.00 BUYER'S RIGHT TO ACCEPT OR TO REJECT TENDERS:

The purchaser reserves the right to accept or to reject any or all tenders and to annul the tendering process at any time prior to award of order/contract without assigning any reasons thereof.

33.00 BUYER'S RIGHT TO INCREASE OR DECREASE QUANTITY OF GOODS:

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

34.00 SPECIAL CONDITIONS:

- 34.01 No conditional tender shall be accepted.
- 34.02 No claim on the ground of typographical error or errors in arithmetical calculations shall be entertained after opening of the Tender and in such case the tenderer shall be bound to supply the goods at their originally quoted prices.
- 34.03 Any addition or alteration to the specifications, prices or any other terms of the tenders after opening of Tender shall not only be ignored but shall also cause rejection of the tenders.
- 34.04 Third party Bill of Lading on liner term shall not be acceptable.
- 34.05 Tenders submitted on behalf of the country with whom Bangladesh does not have any diplomatic relation shall not be accepted.
- 34.06 Tenders shall be signed by a person who has an authority to enter into a contract with the purchaser. If it is detected afterwards that the person signing the tenderor documents forming part of the contract had no authority to do so, the purchaser may without prejudice and other civil and criminal remedies cancel the contract, forfeit the performance security/ guarantee and hold the signatory liable for all costs and damages.
- 34.07 Local Agents who desire to participate in the tender shall indicate their Indenting Registration No. and Bangladesh Bank permission No. supported with photo copies of documentary evidence issued by the Chief Controller of Import and export, Govt. of the People's Republic of Bangladesh & Bangladesh Bank respectively. Bangladesh Bank permission should show the eligibility to represent a particular Principal for a particular item.
- 34.08 Schedule of price and specifications duly completed, signed and sealed shall form an integral part of the tenders.
- 34.09 The Purchaser reserves the right to accept any lot or group of lots against this Tender Enquiry unless the tenderer expressly qualifies their tender by specific limitations.
- 34.10 The tenderer must indicate full specifications of material, nature and definite date of shipment. They should also submit analytical certificate from the manufacturing plant in respect of specifications.
- 34.11 The tenderers must enclose with their tenders the official Money Receipt evidencing Purchase of Tender Documents.
- 34.12 The tenderers shall enclose with their tenders the Original Proforma Invoice wherein the element of Commission included in or extra on FOB prices for the local agent shall be clearly indicated. The Proforma Invoices shall indicate firm Ocean freight.
- 34.13 Submission of tenders shall mean acceptance of all terms and conditions laid down in the Tender Enquiry.
- 34.14 No tenderer shall quote unconfirmed rates both FOB and Freight. Unconfirmed rates shall summarily be rejected irrespective of price.
- 34.15 Shipment would be made from the port of the Country of Origin.
- 34.16 Transferable/Assignable L/C is not acceptable.
- 34.17 Minimum offer quantity is to be 10,000 MT ($\pm 5\%$) Phosphoric Acid (52-54% P_2O_5).
- 34.18 Rate must not be written in ink, if the entire offer is type written. If, however, the entire offer is hand written with ink, no overwriting under any circumstances shall be accepted.
- 34.19 Your principal/your manufacturer shall clearly state in the offer that the minimum guaranteed percentage of P_2O_5 content is within the specified range as per tender schedule. Below of the specification range is not acceptable.
- 34.20 The percentage of P_2O_5 content in PSI report at load port will be taken into account. Payment will be made on the basis of the offered P_2O_5 content. However, if the actual P_2O_5 content of the supplied Acid as per PSI report becomes lower than the offered P_2O_5 content, Proportionate price adjustment will be made upto 52% P_2O_5 .



- 34.21 Supplier to give guarantee that the vessel shall exclusively be used for Buyer's Cargo only.
- 34.22 Quantity of Phosphoric Acid shall be determined at discharge Port according to Joint Ullage Survey before commencement of discharge and Joint Dryness Survey after completion of discharge.
- 34.23 No handling loss shall be allowed for Phosphoric Acid.
- 34.24 Discharge report shall be issued within 7 (seven) days after completion of discharge of Phosphoric Acid consignment.
- 34.25 Vessel nomination before shipment of goods of the earlier contract(s) of lower prices of the same supplier will not be entertainable. Further any loss or damages, if any, arising out of any other contract of the same supplier will be realisable from any of subsequent contract of the same supplier.
- 34.26 **The Supplier must mention IMDG Code No. 8 and UN1805 in the shipping documents i.e. Commercial Invoice, Bill of Lading & Packing List.**

35.00 CAUSES OF REJECTION OF TENDERS:

- 35.01 If the schedule of price and specification is not enclosed with the tender duly filled in, signed and sealed.
- 35.02 If the Pro-forma Invoice in original showing FOB Price, Freight and Commission, if any, separately as well as manufacturer's certificate as mentioned herein is not submitted along with the tender.
- 35.03 If Tender Security/Bid Bond in proper form and in proper amount is not submitted alongwith the tender.
- 35.04 If the amount and validity of the Tender Security do not conform to the requirements of the Tender Enquiry.
- 35.05 If the official Money Receipt evidencing purchase of Tender Documents is not furnished with the tenders.
- 35.06 If the tenderers make any addition or alternation to prices, specifications or any other terms and conditions of his tender after opening of tender.
- 35.07 If each and every page of the Tender Documents is not signed and sealed by the tenderers as a confirmation of his acceptance of the Tender Terms.
- 35.08 If the tender is made on behalf of a country with whom Bangladesh does not have any diplomatic relation.
- 35.09 If the bidder or its principal or its manufacturer fails to mention the symbol and name of chemical ingredients of the products and chemical formula of the offered product properly.
- 35.10 If any bidder submit their bid or offer or tender beyond the clause no. 34.00 and 4.00.
- 35.11 If any bidder or tenderer fails to submit their bid bond beyond the conditions shown in specimen of Bid bond/Tender Security.
- 35.12 The tender will be conducted as per PPA'2006 & PPR'2008.

36.00 LATE DELIVERY & LIQUIDATED DAMAGES:

- 36.01 Delivery of goods in time is the essence of purchase order/contract and therefore, the suppliers/contractors or their principals shall delivery the goods not later than the time specified in the order/contract, if delivery is not made within the stipulated period, in the absence of force majeure there shall be deducted from the order/contract price as liquiated damage and not as penalty at sum equivalent to 1/2 (half percent) of the price for each calender week of delay or part thereof upto 3 (three) months & 1/4% (quarter percent) per week or part thereof for the period beyond 3(three) months for the undelivered goods. In case where the undelivered goods held up use of other goods, liquiated damages shall be recovered on the total value of the order/contract.
- 36.02 Delay in excess of 100 (one hundred) calendar days may cause termination of order/contract and forfeiture of the performance security/guarantee.

37.00 DEFAULT:

- 37.01 If the supplier/contractor or their Principals fails to make delivery within the time specified or any extension thereof, the Purchaser (without prejudice of other rights of the Purchaser resulting from breach of the contract terms) may serve written notice to the Supplier/Contractor asking them not to proceed with any or all of the remaining parts of the order/contract.
- 37.02 Breach of contract by the supplier/contractor shall automatically result in the unconditional forfeiture of their Performance Security/Guarantee and in addition, the Purchaser shall reserve the right to purchase from other sources any or all undelivered goods and to recover any excess cost therefor from the supplier/contractor.



38.00 DEMURRAGE:

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

39.00 FORCE MAJEURE:

39.01 The Supplier/Contractor shall not be charged nor shall his performance Security/Guarantee be forfeited when failure in making delivery is due to an event which interfered with the performance and which was beyond the control of the Supplier/Contractor and could not have been foreseen, prevented or avoided.

39.02 If at any time during the enforceability of the order/contract either party is unable to perform in whole or in part any obligations under the order/contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, act of God, and act of Government (including but not restricted to prohibition of export or import), fire, flood, explosion or other accidents, epidemics strike or labour trouble, embargo and delay incurred by the supplier's/contractor's sub-supplier or sub-contractor due to such causes, the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of delivery of any part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds 3(three) months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

39.03 If a Force Majeure situation arises, the Supplier/contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier/contractor shall continue to perform his obligations under the contract as far as reasonably predictable and shall seek all possible alternative means for performance not prevented by the force majeure event.

40.00 ARBITRATION:

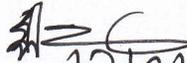
40.01 The Purchaser and the Supplier/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Order/Contract.

40.02 If the Purchaser and the Supplier/Contractor have not been able to resolve the order/contract dispute amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2(two) arbitrators, one to be nominated by the Purchaser and the other by the Supplier/Contractor. In the case of the said arbitrators not agreeing them, the same shall be referred to an umpire to be appointed by the arbitrators in writing before proceeding with references. The decision/award of the sole arbitrator or of the arbitrators or of the umpire as the case may be, shall be final and binding on the parties. The provisions of Arbitration Act 2001 and rules thereunder and any statutory modification thereof shall be deemed to apply to the said arbitration. The place of arbitration will be Dhaka, Bangladesh.

40.03 This Tender and Procurement process will be guided by PPA-2006 & PPR-2008.

N.B:- Due to abnormal situation if the Tender can't be opened in the due date mentioned in the Tender notice, in that case Tender will be opened on the next working day at the same time and venue.

Yours faithfully,
TSP COMPLEX LIMITED


12/31/2017
(Md. Abdul Momin Sarker)
Manager (Commercial)

PHOSPHORIC ACID (P₂O₅ : 52 - 54%)

Specification:

P ₂ O ₅	:	52-54 % (W/W)
SO ₃	:	2 - 4% (W/W)
CaO	:	0.16 - 0.5% (W/W)
Fe ₂ O ₃	:	0.5 - 2.5% (W/W)
Al ₂ O ₃	:	0.7 - 2.0 % (W/W)
MgO	:	0.6 - 1.0 % (W/W)
F	:	0.35 - 1.5 % (W/W)
SiO ₂	:	≤ 0.12 % (W/W) Max.
Cl	:	≤ 250 PPM (W/W) Max.
Solid Content	:	≤ 2 % (W/W) Max.
Na ₂ O	:	0.01 - 0.02 % (W/W)
K ₂ O	:	0.02 - 0.04 % (W/W)

Handwritten signature and date: 20.3.09



TSP Complex Ltd
 (An Enterprise of BCIC)
 Patenga, Chittagong.

Tender Inquiry No. TSP/FP/Acid-4/2016-17/1087 Date : 12-03-2017
Due for submission at 11-00 A.M on 03-05-2017 and Due for opening at 02.00 P.M on 03-05-2017

SI no	Description of Materials	Unit	Quantity	Net FOB Price per M.T	Freight per M.Ton	Commission per M.Ton (in amount & along with %)	C&F(C) Ctg./ price per M.T.	Total CFR(C) value	Remarks
1.	PHOSPHORIC ACID (52-54% P ₂ O ₅)	M. T.	10,000 (± 5%)						

Tender quotation :

dated

Signature with name, address and

official seal of the tenderer.....

Telephone.....

SPECIMEN OF TENDER SECURITY/BID BOND

ADDRESS OF GUARANTOR-----

To
TSP Complex Ltd.,
North Patenga, Chittagong.

Dear Sirs,

You having proposed to participate in the Tender No. TSP/FP/Acid-4/2016-17/1087 dated 12-03-2017

by-----

(hereinafter referred to as supplier) for supply of 10,000 MT ($\pm 5\%$) Phosphoric Acid (52-54% P_2O_5) and stipulating the furnishing of a Bank Guarantee for payment to you by us on account of the supplier an amount of US\$ 70,000.00, we hereby agree:-

1. To make an unconditional payment of -----
to you within maximum 24 (twenty four) hours on demand without any further question and without any reference to the supplier.
2. To keep this guarantee in force till 03-09-2017 as desired by you as per clause no.18 of the tender enquiry.
3. To extend the period of enforceability of the Guarantee if such extension be necessary desired of us by you on or before the date of termination.

MONOGRAM OF THE BANK.

Signature -----

Dated :-----

Seal of the Officer Authorised to sign on behalf of the Bank.

