

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

INTERNATIONAL TENDER SCHEDULE FOR IMPORT OF
NON-BASMATI PARBOILED RICE

50,000 ($\pm 5\%$) Metric Tons

(PACKAGE-01, FY 2024-2025)

October, 2024

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



G.M. Faruk Hossain Patwary
Additional Director
Procurement Division
Directorate General of Food, Dhaka

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

No. 13.01.0000.093.46.002.24-321

Date: 17/10/2024

INTERNATIONAL TENDER NOTICE FOR IMPORT OF NON-BASMATI PARBOILED RICE.
(Package-01, 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	13.01.0000.093.46.002.24-321, Dated: 17/10/2024
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-01
14	Package Name	Procurement of 50,000 MT (+5%) Non-Basmati Parboiled Rice
15	Notice publication date	20 October, 2024
16	Selling of Tender schedule	20 October, 2024 to 03 November, 2024 up to 4.30 PM (BST)
17	Time and date of closing	04 November, 2024, Upto Time 1.00 PM (BST)
18	Time & Date of opening	04 November, 2024, 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 5,000 (five thousand) or USD 100 (One hundred) non-


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(Tk.)		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		2024 or latest
Validity of the offer		18 November, 2024 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-01	50,000 MT ($\pm 5\%$) Non-Basmati Parboiled rice on CIF Liner out term	Any country of the world except Israel	Chattogram port-60% and Mongla port-40%	US\$ 3,00,000 in favour of Director General of Food for 50,000 MT Parboiled rice ($\pm 5\%$) in the form of a Bank draft/pay-order	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>	


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

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

No. 13.01.0000.093.46.002.24-325

Dated: 20/10/2024

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

The Directorate General 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.13.01.0000.093.46.002.24-321, dated: 17/10/2024** 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 3,00,000.00 (US\$ three 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 General of Food, Ministry of Food, 16, Abdul Gani Road, Dhaka. -The tender shall be dropped in the tender Box by **13.00 PM BST on 04.November, 2024** 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 **16.30 PM BST on 03 November, 2024.**
- (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 it's principal, the local agent will require to submit a proof of authorization from the principal to submit the tender on it's behalf.
- (9) Tender shall be dropped in tender Box kept in the office of the Director (Procurement), Directorate General of Food (Room No. 501, 5th floor), 16, Abdul Gani


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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 PM BST on 04, November, 2024** and the Tenders will be opened in the Office chamber of Director (Procurement) Room no-501, (5th floor), Directorate General of Food, 16 Abdul Gani Road, Dhaka on the same day at **14.30 PM BST**. Tenderer or their representative may attend the opening of Tender.

- (10) The validity of the offers shall remain good till **17.00 PM BST on 18, November, 2024**. 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 General 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 **crop of 2024 or latest** 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	50 Bq/Kg of ¹³⁷ Cs/ ¹³⁴ Cs (Relaxable for the crop of	above 50 Bq/Kg of


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	SAARC and South-East Asian country)	SAARC and South-East Asian country)	¹³⁷ Cs/ ¹³⁴ Cs
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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:


<p>GOVT. OF THE PEOPLE'S REPUBLIC OF BANGLADESH DIRECTORATE GENERAL OF FOOD MINISTRY OF FOOD NET WT. 50KGS NON-BASMATI PARBOILED RICE</p>
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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 General 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 opening of the L/C (Letter of Credit). Note that at least 50% of the total quantity must be shipped within 25 (twenty-five) days of opening of the L/C. 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 Shipment Period: If extension is required the Procuring Entity may extend 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 at its discretion extend the seller's time for 15 (fifteen) days for shipment without liquidated damage in which case the extension shall be ratified by the parties through amendment of the contract.
- (iii) If further extension of the shipment period is required after expiry of above mentioned 15 (fifteen) days, the Procuring Entity shall require the proposal of the seller to be sent to the Ministry of Food in respect of such extension stating the probable duration of extension and the rationale thereof. Then the Ministry shall evaluate the proposal and existing situation and may at its discretion either extend the required time for shipment of the unshipped quantity without imposition of liquidated damage or on imposition of the liquidated damage stated hereunder. The liquidated damages shall be one half of one percent (0.5%) of the contract value of the unshipped quantity per week or any part thereof. But the amount of liquidated damages shall not be more than five percent (5%) of the contract value of the unshipped quantity.


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- (iv) If the whole or part of the contracted cargo is rejected as per clause-10 of the contract or the buyer refuses to accept the shipping documents, not furnished as per contract, of the vessel carrying the contracted cargo, the Procuring Entity may, at its discretion, extend the delivery or shipment period up to maximum 40 (forty) days without liquidated damage for replacement of the cargo from the issuance date of rejection letter.
- (v) Each of such extension shall, after approval thereof either by the Procuring Entity or by the Ministry under sub-clauses (ii), (iii) & (iv) respectively, has to be ratified by amending 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 (40%) port jetty (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 while all taxes, duties and other charges levied on rice by the Government or other authorities in the buyer's country shall be borne by the buyer. 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 draught 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 No. XXVI of 1925) of Bangladesh.



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- (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) Israeli flag vessel(s) is not to be chartered.
- (7) The seller shall give fast fax/E-mail notice of vessel's arrival at Chattogram & Mongla to the buyer (The Directorate General of Food, Dhaka E-mail: dg@dgfood.gov.bd Fax:880-2-9556067), the Director Procurement E-mail Address: dproc@dgfood.gov.bd, 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, Fax: 880-41-2850711, email, Senior Assistant Secretary (External 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 General of Food, Dhaka a copy of the relevant Charter party within 3 (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.


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8 : SHIPPING ADVICE :

Immediately after loading the cargo on board the ship, the seller shall advise the buyer by cable fax or email of the Contract Number, name of cargo mentioning gross and net weight loaded, invoice value, name of the 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 address: cms.ctg@dgfood.gov.bd
- (b) Controller, Movement and Storage, Khulna
Fax No. 880-41-2850711
E-mail address: cms.kln@dgfood.gov.bd
- (c) Director Procurement
Directorate General of Food
16, Abdul Gani Road, Dhaka.
E-mail Address:dproc@dgfood.gov.bd,
- (d) Director, Movement, Storage and Silos
Directorate General of Food,
16, Abdul Gani Road, Dhaka.
Fax: 880-2-47110694; E-mail: dmss@dgfood.gov.bd
- (e) Senior Assistant Secretary (External 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:

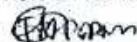
- (A) After arrival of the rice at the port of destination the representatives of the buyer in presence of the seller's representatives shall draw necessary representative samples. Three sets of samples shall be jointly drawn from each of the hatch. The sample shall be tested in the local office (Chattogram & Mongla, Khulna) of the Inspection, Development & Technical Services (IDTS) of the Directorate General of Food to determine the quality specification and 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 clause-2, the L/C shall not be negotiable at all. If the cargo is certified as acceptable in the primary inspection report, the samples shall continue to be collected jointly from each hatch during the process of unloading and mixed up thoroughly so that the samples represent the full quantity of cargo of the vessel. During such sample taking and unloading process if any cargo is found beyond contract specification stated in the clause-2 after testing


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locally at Chattogram and Khulna IDTS Laboratory, the buyer shall have the right to reject the remaining whole or partial cargo of the vessel. If the seller differs with the report of the above mentioned tests (primary/unloading stage) determining the quality of the cargo, he (seller) may have the concerned/preserved sample tested in the Bangladesh Rice Research Institute (BRRRI), Joydevpur, Gazipur. With this end in view, a copy of the test report on which the whole/partial cargo of the vessel is rejected or the quality status of the whole/partial cargo is determined, may be provided to the seller on formal request in writing. Testing of the sample at BRRRI shall be done in presence of the buyer's representative. In that case the test result at BRRRI shall be binding upon both the parties. Rejectable cargo shall not be accepted by the buyer. In that case the seller shall have to dispose of the cargo and the vessel at his own risks, responsibilities and costs as per the procedures of concerned authority of the buyer's country.

On question of moisture test of non-basmati parboiled rice, it will be done by oven method at 130°C for one hour as per Association of Official Analytical Collaboration (AOAC).


- (B) In all cases of the unloading stages, 3 (three) sets of samples will be bagged or packed, sealed and signed by both the representatives of the buyer and the seller and two sets shall be kept by the buyer and one set by the seller. In order to determine the composite quality of the cargo of the whole vessel, the CMS will send the hatch-wise composite samples to IDTS, Dhaka within 7 (seven) days of drawing of the samples. One of the buyer's sample shall be tested in the IDTS Laboratory, Dhaka & the other shall be preserved for further test if required. A copy of such test report may be provided to the seller on formal request in writing. IDTS, Dhaka shall furnish the test report within 5 (five) days of the receipt of the sample to the Directorate 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. Status of low quality of 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 of the contract price and lodged with the seller accordingly.
- (C) 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.
- (D) 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 shall destroy the damaged rice as per port rules at his own cost, risk and time.



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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 scheduled Bank in Dhaka for full quantity of CIF liner out term value of the rice contracted to be shipped under this contract. L/C shall be negotiable on submission of the following documents each in 6 (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 authorized 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 dispatch of shipping documents or incorrect preparation thereof, the seller shall be responsible for any losses, demurrages, handling charges or other expenses arising therefrom.
- (C) A non-negotiable set of documents mentioned at sub-clause (A) above shall be air-mailed/ sent by courier to the Directorate General 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 its receipt by the buyer before the arrival of the ship(s).


G.M. Faruk Hossain Patwary
Additional Director
Procurement Division
Directorate General of Food, Dhaka

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).



G.M. Faruk Hossain Patwary
Additional Director
Procurement Division
Directorate General of Food, Dhaka

FORM-A

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 General of Food, Ministry of Food, Government of Bangladesh.

Signature

Dated

Place


G.M. Faruk Hossain Patwary
 Additional Director
 Procurement Division
 Directorate General of Food, Dhaka