



গাজী ওয়ায়র্স লিমিটেড
(বি এস ই সির একটি প্রতিষ্ঠান)
GAZI WIRES LTD.
(AN ENTERPRISE OF B S E C)

ISO 9001:2008

BUREAU VERITAS
Certification



Ref No. GW/PUR/027/Case No.04/2013-2014/ 9639(12)

Dated 02-02-2014

The Commercial Attaché, Australian High Commission 184, Gulshan Avenue, Dhaka.
The Commercial Attaché, Embassy of Japan Plot No. 5&7, Dutabash Road, Baridhara Diplomatic, Enclave, Dhaka-1212
The Commercial Attaché, Embassy of Peoples Republic of Korea, 4, Madani Avenue Baridhara, Dhaka.
The Commercial Attaché, Embassy of Peoples Republic of China, Plot No. 2&3, Road No.3, Baridhara, Dhaka.
The Commercial Attaché, Embassy of Peoples Republic of Turkey, House No. 7, Road No. 62, Gulshan-2, Dhaka.
The Commercial Attaché Embassy of the Federal Republic of Germany, 178, Gulshan Avenue, Gulshan-2, Dhaka.
The Commercial Attaché, Embassy of the Republic of France, House No. 108, Road No.18, Gulshan, Dhaka.
The Commercial Attaché, Embassy of the Russian Federation, House No. NE (J)-9, Road No.79, Gulshan, Dhaka.
The Commercial Attaché, The Royal Embassy of Saudi Arabia, House No.12 (NE) N, Road No.92 Gulshan North Avenue, Dhaka.
The Commercial Attaché, British High Commission, United Nations Road, Baridhara, Dhaka.
✓ The Commercial Attaché, High Commission of India, House No.120, Road No. 2, Dhanmondi R/Area, Dhaka.
The Commercial Attaché, Embassy of the United States of America, Plot No. 19, Diplomatic Enclave, Baridhara, Dhaka.

**Sub: Participation in International Tender Enquiry
No. GW/PUR/027/Case No.04/2013-2014/ dated
30/01/2014 due for opening on 24/02/2014.**

for website
BD
9/2

Rajesh

Dear Sir,

We would like to inform you that we have invited International Tender for supply of 580 M.Ton Electrolytic Copper Wire - 8mm diameter. Please note that the date of closing of the tender is on 24/02/2014 at 11.30 A.M and opening on 24/02/2014 at 11-45 A.M.

We would request you to advise your business firms and industries of your country participate duly in our above mentioned tender in time. A complimentary copy of tender document is attached herewith.

Thanking you,

Yours faithfully,

(Shyamal Sarker)
Purchase Officer
For-Managing Director

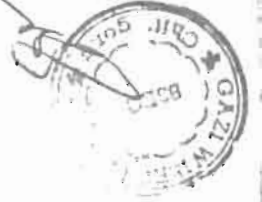
Enclosure: As mentioned.

c.c.to:-

01. ACO. to Managing Director, GWL, Chittagong

GAZI WIRES LIMITED (BSEC)

28-FIDC Road, Kalurghat,
Chittagong-4212,
Bangladesh.



Phone: 670346,670449, 70815,670089

Fax : 88-031-671272

Web : www.gaziwires.gov.bd

E-mail: gaziwires@gmail.com

COMPLIMENTARY COPY

Cost of Tender document: Tk. 1000.00 per set.
(One thousand) Non-refundable

COMPLIMENTARY COPY

Tender documents for Purchase of ELECTROLYTIC COPPER WIRE 8 mm dia.

QUANTITY: 580 M.TON

(Under Cash / SEM / Grant)

N.B. ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO BIDDERS MUST SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS. QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS AND CONDITIONS SHALL BE TREATED AS NON-RESPONSIVE.

Tender no. : GW/PUR/027/CASE NO. 04/2013-2014

Dated: 30.01.2014

Date of Opening: 24-02-2014 at 11.45 A.M.

N.B IN CASE ANY HOLIDAY DECLARED BY THE GOVT. OR FOR ANY UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE OPENED ON THE NEXT WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE.

FORM OF ACKNOWLEDGEMENT



To
Gazi Wires Limited
28-F I DC Road
Kalurghat Heavy Industrial Area
P.O.-Chandgaon
Chittagong- 4212
Bangladesh.

Sub: Participation in Tender No. GW/PUR/027/CASE NO.04/2013-2014
Dated-30-01-2014 due for opening on 24-02-2014 at 11-45 AM.

We, M/S. _____ Principal Supplier

M/S. _____

Manufacturer M. S. _____ hereby offer

to supply the material(s) in accordance with the specification at Annexure _____

. We confirm to supply the designated item(s) at the firm price quoted in full compliance with the terms and conditions of the attached documents.

∴ bid bond in the form of Bank Guarantee/Bank Draft/Pay Order for an amount of _____ is enclosed herewith.

Dated: _____

Very truly yours,

SIGNATURE OF THE BIDDER
INCLUDING TITLE AND CAPACITY



INTERNATIONAL TENDER

1. Gazi Wires Limited (an enterprise of Bangladesh Steel & Engineering Corporation) intends to purchase of Electrolytic Copper Wire 8 mm dia.

as at annexure 'A' against Cash/ SEM/Grant.

2. Procurement of the material will be made on the basis of International Competitive Bidding and Offer (s) will be received upto : 11-30 AM on 24-02-2014 and opened on the same day at : 11-45 AM in Presence of the bidders, if any.

3. Potential bidders wishing to participate in the tender may obtain documents against payment of Tk. 1000/= (One thousand) only (non-refundable) from the following address and the relevant money receipt should accompany the tender/bid.

1. Cash Section
Bangladesh Steel &
Engineering Corporation
BSEC Bhaban
102-Kazi Nazrul Islam Avenue
Dhaka- 1215.

2. Cash Section
Gazi Wires Limited
28-FIDC Road
P.O.-Chandgaon
Kalurghat
Chittagong- 4212.

(Interested bidder who are willing to participate tender may also download tender documents from our website www.Gaziwires.gov.bd, but before submission of offer the bidder shall have to be deposited cost of tender documents cash section of Gazi wires Limited or BSEC. Money receipt of the cost of tender documents to be submitted along with the offer as evidence. Each tender/bid must be authorized with Bank guarantee in accordance with proforma at Annexure-III (B) as EARNEST MONEY.)

4. Bids will be accepted from bidders furnishing materials and supplies produced and manufactured in member countries of the International Bank for Reconstruction and Development or in Switzerland.

(THIS CLAUSE IS APPLICABLE FOR PURCHASE UNDER IDA ONLY)

5. Each tender/bid must be accompanied by a bank draft or bank guarantee in accordance with proforma at Annexure- III (B). Draft/Bid Bond from a Cooperative Bank is not acceptable.

6. Tenders bids will be received and opened as specified under clause-2 at the following addresses

1. General Manager (Purchase)
Bangladesh Steel &
Engineering Corporation
BSEC Bhaban
102-Kazi Nazrul Islam Avenue
Dhaka- 1215
Bangladesh.

2. General Manager (Production)
Head of Prod. & Com.
Gazi Wires Limited
28-FIDC Road
P.O. Chandgaon, Kalurghat
Chittagong- 4212
Bangladesh.



GAZI WIRES LTD

(An Enterprise of Bangladesh Steel & Engineering Corporation)
28-FIDC Road, Kalurghat Heavy I/A
P.O.-Chandgaon, Chittagong,
Bangladesh.

Tender No. GW/PUR/027/CASE No.04/2013-2014

Dated: 30-01-2014

ABSTRACT OF OFFERS FOR SUPPLY OF ELECTROLYTIC COPPER WIRE.
DUE FOR OPENING ON 24-02-2014 AT 11-45 AM

This has to be filled in by the supplier in duplicate, if any point remains blank and not properly answered, and words such as "as per tender" are written, the offer shall be treated as incomplete and liable for rejection. Replies must be supported by proper documents from the principal, such as Proforma Invoice, Manufacturer's Catalogue and Technical Data etc.

POINTS FOR CONSIDERATION:

- i) Name of the Principal supplier :
(With complete address)
- ii) Name & address of the manufacturer :
with original certificate (not applicable
in case of bulk items) confirming the
supply as per tender/offer in the event
of placement of order with the tender
proposed.
- iii) Name of item :
- iv) Quantity offered :
- v) Price on the basis of LME average :
settlement price published in the Metal
Bulletin, London for the month prior to
the month of shipment plus.
- a) Premium per M.T. :
- b) Freight (at actual but not exceeding :
the quoted amount.)
- c) Local Agent's Commission :
- d) Total premium & freight including :
local agent-commission per M.T. upto
Chittagong port on liner terms basis.
- vi) Total C&F (c) for offered tendered :
quantity.
- vii) Country of Origin :
- viii) Port of Shipment :
- ix) Period of Shipment :
- x) Validity of Offer :



- x(i) Whether foreign supplier's original Proforma Invoice is enclosed. If so invoice number & date be stated.
- x(ii) Whether certificate from principal authorising the agent to participate in the tender has been enclosed.
- x(iii) Whether requisite earnest money as per Annexure III(B) has been furnished from a scheduled bank of Bangladesh. If so, particulars be stated.
- x(iv) Whether agreeable to furnish 5% (five percent) Performance Bond (PG) as per proforma at Annexure III(C) within 10 (ten) days from receipt of letter of intent.
- x(v) Certify that we have carefully gone through all instructions and terms of the tender documents and accepted them in full without any reservation and in token there of we have signed and sealed the tender papers. We also enclosed the following documents.
 - a) Tender purchase receipt
 - b) CCI&E Registration as Indentor
 - c) Registration with Bangladesh Bank as Indentor.
 - d) Trade Licence/Manufacturer Licence
 - e) Latest renewed TIN number & Income Tax clearance certificate.
 - f) Certificate of genuineness of the principal supplier.
- xvi) The tenderer is to state if it is a Proprietorship/ Partnership Firm/ Limited Company and, the authorised person to sign on it's/ their behalf.
- xvii) Any other important points/features of the offer.

Dated: _____

Signature & seal of the tenderer
with official address & Telephone.

GUIDELINES FOR TENDERER.



8. These instructions are intended to serve as a guideline for preparation of bids.

8.1 NOTE OF CAUTION:

- a) Bids/quotations are being invited hereunder in accordance with international competitive bidding procedure.
- b) Quotations/bids containing any deviation from these guidelines and the stated contractual terms and conditions, specification and any addenda related there of, may be rejected as **non-responsive**.

9. CLARIFICATIONS, INSTRUCTIONS AND INFORMATION:

Any request for clarification of any additional information, connection with this tender or any aspects of the bid document must be submitted in writing well ahead of opening of the tender. If the buyer determines that clarification or addition of information is needed, it will be furnished in writing to all prospective bidders.

Oral clarification, instruction or modification shall be **binding on the buy**.

10. MODIFICATION OF TENDER DOCUMENT:

Any modification, correction or clarification of tender document or extension of tender closing date will be issued in the form of an addendum which will become a part of the tender and shall be signed by the tenderer and enclosed with the tender. Failure to do so may disqualify the offer.

11. BIDDING INSTRUCTION:

11.1.1 One envelope system.

11.1.2 The bids shall be submitted in duplicate in double envelopes and both the inner and the outer envelope shall be sealed and addressed to either of the following.

- | | |
|--|---|
| 1. General Manager (Purchase)
Bangladesh Steel & Engg. Corporation.
102-Kazi Nazrul Islam Avenue
Dhaka- 1215. | 2. Managing Director.
Gazi Wires Limited.
28-FIDC Road, Kalurghat
Chittagong-4212. |
|--|---|

11.1.3 The **outer envelope** shall bear the tender enquiry number and the date and time of tender opening while the **inner envelope** shall indicate the name and full mailing address of the tenderer so as to enable the buyer to return the late/delayed tender **unopened**.

11.1.4 If the outer envelope is not properly sealed and inscribed as instructed above, the buyer shall assume no responsibility for misplacement or premature opening of the tender.



12. AMENDMENTS TO TENDER DOCUMENTS:

- 12.1 At any time prior to deadline for submission of bids the purchaser may, for any reason, whether of its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by the amendment(s).
- 12.2 The amendment(s) will be notified in writing or by telex or by fax to all prospective bidders who have purchased tender documents and the same will be binding on them.
- 12.3 In order to allow the prospective bidders reasonable time to take the amendment into account in preparing their bids, the purchaser may at its sole discretion extend the deadline for submission of bids.

13. PREPARATION AND SUBMISSION OF QUOTATION:

13.1 Quotation/bid and all supporting documents should be written in English and be submitted in duplicate in a sealed envelope addressed as follows:

- | | |
|---|---|
| 1. General Manager (Purchase)
Bangladesh Steel &
Engineering Corporation
BSEC Bhaban
102-Kazi Nazrul Islam Avenue
Dhaka- 1215
Bangladesh. | 2. General Manager (Production)
Head of Prod. & Com.
Gazi Wires Limited
28-FIDC Road
P.O. Chandgaon, Kalurghat
Chittagong- 4212
Bangladesh. |
|---|---|

13.2 Tender may be put into tender box kept for this purpose at the above address, but care must be taken to ensure that it reaches buyer's office on the date and time fixed. Late tender will be returned unopened. Suppliers may also send the tenders to the concerned head of purchase division/department by mail so as to reach him on due date and time. No responsibility will be accepted by the buyer for late receipt.

13.3 The suppliers may quote in their own letter head, but it is essential that the "Abstract of offer" is also completed and returned to the buyer. If the same is not accordingly returned, the quotation may not be considered.

13.4 Quotation should be based on firm C&F(C) price; but FOB price, freight and commission, if any may be shown separately. Any increase in freight rate before shipment will be on the seller's account. The buyer has the option to place order either on FOB or on C&F basis.

- 13.5 Quotations should be strictly in accordance with the following:
- a) Accounting unit prescribed in the tender enquiry.
 - b) Terms of delivery and place of delivery as specified in the tender enquiry.

13.6 The name of the manufacturer and principal supplier and country/countries of origin with port of shipment proposed should invariably be indicated.

In case of multiple origins at seller's option, the country of origin and port of shipment be confirmed prior to issuing letter of intent or at time of issuing contract.



13.7 Tenderer must submit with the quotation the original and signed proforma invoice of their principal and the proforma invoice shall clearly indicate commission, if any, included in FOB price for the local agent. Commission payable to local agent by the foreign supplier will be deducted and paid to local agent in equivalent local currency at the exchange rate at which the bill of exchange is negotiated. Buyer will not pay any extra commission or otherwise to the local agent.

Telex or Fax offers may be considered provided signed copy of proforma invoice is received by the tender floating authority, within 24 (twenty four) hours of opening of the tender.

13.8 If the bid is made by a firm or corporation, it shall be signed by a person authorised to make the commitment on behalf of the firm or corporation. Bids signed by an agent are to be accompanied by an evidence of its authority to bid on behalf of its principal.

13.9 Bidders are warned to strike-out and initial any conflicting conditions, qualifications or delivery terms as may be printed on margin or reverse side of the offers/invoices or bids.

13.10 Bids which are qualified by an insertion, or attachment of unsolicited terms or conditions unless consistent and relevant to nature of the item, its trade conventions and practices, may be rejected.

13.11 Tenderer are requested in their own interest to submit their quotations in double envelopes, the outer envelope should be sealed and marked with tender number and the time and date of opening. If this advice is not followed meticulously the tender floating authority shall not accept liability and responsibility for quotations otherwise received.

13.12 Tenderer should submit a certificate along with the offer to the effect that they have gone through the instructions and the conditions stipulated in the tender documents and have accepted them in full. As a token of such acceptance each page of the tender document must be signed by the supplier with seal and returned along with the offer. If the tender document is not returned accordingly, the quotation may not be considered.

In case of disagreement on any point the same must be stated clearly in a separate sheet. Tenderer must give full and detailed specification of the items(s) they like to offer. Expressions like "as per your specification" should generally be avoided.

14. CONTRACT:

The terms and conditions of the tender document shall form an integral part of the contract/purchase order document. The tenderer is requested to check this set of tender documents in order to ensure proper compliance and, the "Form of Acknowledgement" along with the "Certificate as to Corporate Principal" where applicable, duly filled in be returned along with the tender.



15. **BID LANGUAGE:**
The bids, all correspondences and documents relating there to exchange between the bidder and the purchaser shall be written in ENGLISH LANGUAGE.
16. **BID CURRENCIES:**
Prices may be quoted in the bidder's home currency or in any international trading currency but its equivalent in U. S. Dollar must be worked out and indicated by the tenderer in their offer.
17. **PRICE:**
The tenderer should quote their price on C&F(C) Chittagong Liner Term basis showing break-up of FOB, Freight and local agent's commission, if any, separately. The purchaser shall have the right to accept or reject any offer not furnishing such break-up.
18. **EARNEST MONEY:**
All bidders must submit earnest money along with the offer for an amount of Tk.37,00,000.00 (US\$ 45,82.00) of the stores favouring the Gazi Wires Ltd. Chittagong, either in the form of pay order, bank draft or bank guarantee valid for a minimum period of three months from the date of opening of the tender as per enclosed proforma from any scheduled bank in Bangladesh. Neither any inland cheque nor a cheque/guarantee issued by a bank of foreign countries will be accepted. Earnest money is liable to forfeiture if the bidder, for any reason whatsoever withdraws or modifies its offer or violates the terms after opening of the tender and before expiry of the validity of the offer, or fails to furnish the required performance bond within the stipulated time after issuance of letter of intent.

Bid bond/earnest money of unsuccessful tenderer would be returned once a decision of the tender is made. A tender not accompanied by earnest money/bid bond would be rejected as non-responsive. Bid bond of the successful bidder shall be returned after furnishing performance bond.
19. **VALIDITY OF THE OFFER:**
Offers should be valid, firm and irrevocable for a minimum 90 calendar days from the date of opening of the tender which may be extended for a further period when desired by the buyer.
20. **TENDER'S EXPENSES:**
All expenses incurred in connection with preparation, submission and delivery will be at tenderer's accounts. No claim will be entertained for refund or reimbursement of such expenses.
21. **OPENING OF TENDER:**
Tenderer or their representatives may be present at the time of opening of the tender. While opening the bids, the name of the tenderer and the amount quoted will be read out and receipt of bid security acknowledged but no further details shall be made public at that time.

22. REVISION OF OFFERS:

After opening of tenders no revision of offer or undercutting of price shall be entertained. If any bidder revises the offer or undercuts price after opening of the tender, the offer shall be outright rejected even if such revision or undercutting of price is to the advantage of the purchasing agency.

If any bidder makes any complain in writing in respect of a decision taken on a particular case of tender purchase, and if such complain is proved to be unfounded and false, the tender purchase committee may recommend forfeiture of earnest money of the complainant against that particular tender and may also recommend black listing of the complainant firm in case their earnest money has already been returned.



23. CAUSES OF REJECTION OF BIDS:

The bid(s) may be rejected, at the discretion of the buyer, for following reasons/lapses:

- 23.1 If the proforma invoice/fax offer/telex offer in original showing separately FOB price, freight and commission, if any, as well as the manufacturer's certificate (not applicable in case of bulk items) as mentioned herein before is not submitted.
- 23.2 If the schedule of price and specifications is not enclosed with the bid duly filled in, signed and sealed.
- 23.3 If earnest money/bid bond in proper form and for proper amount is not submitted with the bid.
- 23.4 If the amount and validity of earnest money/bid bond do not conform to the requirement of the tender enquiry.
- 23.5 If the official money receipt evidencing purchase of tender documents is not furnished with the bid.
- 23.6 If the bidders make any addition or alteration to quoted price, specification of any other term and conditions of their bid after opening of tender.
- 23.7 If each and every page of the tender documents including the General Conditions is not signed and sealed by the bidders as a confirmation of their acceptance of the tender terms.
- 23.8 If the bid is made on behalf of a country with whom Bangladesh does not have any diplomatic relation.

24. SPECIAL CONDITIONS:

- 24.1 No conditional bid shall be accepted unless relevant to the nature of the item or its trade convention and practices.

- 24.2 No claim on the ground of typographical errors in arithmetical calculation shall be entertained after opening of the tender and in such case the bidder shall be bound to supply the goods at their originally quoted price(s).
- 24.3 Any addition or alteration to specifications, prices or any other terms of the bid after opening of the tender shall not only be ignored but may also cause rejection of the bid.
- 24.4 Third party documents including bill of lading are not acceptable unless endorsed by the seller.
- 24.5 Bids submitted on behalf of a country with whom Bangladesh does not have any diplomatic relation shall not be accepted.
- 24.6 Bids shall be signed by a person who has authority to enter into contract with the purchaser. If it is detected afterwards that the person signing the bids or documents forming part of the contract had no authority to do so, the purchaser may, without prejudice and other civil or criminal remedies, cancel the contract, forfeit the earnest money/bid bond/ performance guarantee and hold the signatory liable for all costs and damages.
- 24.7 In case the supplier/contractor is from a third country i.e. other than country of origin where from shipment will be made, a certificate from the manufacturer will have to be submitted along with the proforma invoice stating that if the supplier/contractor secures order/ contract against the tender enquiry under reference, they will manufacture the goods and execute the order/contract on behalf of the supplier/contractor. In all other cases also, manufacturer's certificate as aforesaid shall be submitted together with the proforma invoice.
- 24.8 Local agents who desire to participate in the tender shall indicate their Indenting Registration Number and Bangladesh Bank Permission number supported with photocopies of documentary evidence issued by the Chief Controller of Import and Export, Government of the People's Republic of Bangladesh and the Bangladesh Bank respectively. Bangladesh Bank permission should show the eligibility of the agent to represent a particular principal for a particular item(s).
- 24.9 Schedule of price and specifications duly completed, signed and sealed shall form an integral part of the bid.
- 24.10 The purchaser reserves the right to accept any item or group of items against this tender enquiry unless the bidder expressly qualifies its bid by specific limitations.
- 24.11 The bidders must indicate full specifications of materials, nature and definite date of shipment. Expressions like "as per tender specification" and "shipment as desired" shall not be acceptable and may make the bid liable to disqualification.
- 24.12 The bidders must enclose with their bids the official money receipt evidencing purchase of tender documents.



- 24.15 The bidders shall enclose with their bids the original proforma invoice wherein the element(s) of commission, included in or extra on FOB price, for the local agent shall be clearly indicated. The proforma invoice shall also indicate the firm ocean freight or sea freight as the case may be.



25. TENDER COMPARISON:

For comparison of tender the currency(s) quoted by the tenderer shall be converted into Bangladesh Taka at the rate as applicable and advised by Bangladesh Bank through any scheduled bank on the date of opening the tender.

26. ASSESSMENT OF BID :

Assessment of bids shall be made on the basis of tender terms, C&F/C&F(C) price to be converted into Bangladesh currency as per official rate of exchange (selling rate) prevalent on the date of opening of tender, technical specifications, shipment schedule and any other term(s) advantageous to the purchaser.

27. AWARD OF ORDER/CONTRACT:

The purchaser will award the order contract to that successful bidder whose bid is considered to be substantially responsive and has been determined as the lowest evaluated bid.

28. INCREASE OR DECREASE IN QUANTITY OF CONTRACT:

The buyer reserves the right at the time of award of contract, with no adjustment in unit price (bid), to increase or decrease the quantity tendered. The buyer also reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation on commission.

Award would be made to the bidder whose responsive bid determined to be the lowest evaluated bid and who meets the specification and other terms and conditions of the tender documents.

29. PERFORMANCE GUARANTEE:

The successful tenderer shall be required to furnish a performance bond to the extent of 5 (five) percent of C&F value in the form of an unconditional bank guarantee executed by any scheduled bank of Bangladesh as per proforma enclosed. The performance guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 10 (Ten) days from the date of letter of intent and as per terms stipulated thereon. Performance bond shall be encashed if the supplier fails to supply the goods in time or commits any breach of contract.

Should the suppliers be adjudged insolvent the buyer shall have the right to terminate the contract and forfeit the performance guarantee submitted against the contract.

30. PACKING AND MARKING:

- a) The seller shall be responsible for proper packing and marking the goods for shipment by rail, road and sea. Goods shall be assembled to the maximum extent practical prior to shipment. Goods shall be packed so as to withstand usually rough handling and ensure delivery without loss or damage.

Packing instruction in detail has been incorporated in the specification sheet at annexure - "A".

- b) Each case/package must have the following information printed in BOLD CAPITAL LETTERS on the outside:
- i) Name of the consignee and Destination.
 - ii) Letter of Credit Number.
 - iii) Gross and net weight.
 - iv) Brief description of the material.
 - v) Serial number of Packages.
 - vi) Name and Address of the Seller.
 - vii) Country of origin of the product.



31. INSURANCE:

Insurance will be arranged by the consignee, against their marine policy M/S. Reliance Insurance Limited, Chittagong, / M/S. Meghna Insurance Company Ltd., Chittagong, Bangladesh. The supplier will send to the buyer as well as to the Chittagong, Bangladesh by Fax advice, the clearing particulars of the consignment, port of shipment, Bill of Lading (B/L) number and date, and quantity and value of the goods. This should be followed by Air-mail advice along with a copy of the related invoice, Bill of Lading, etc.

32. TAXES AND OTHER CHARGES:

All duties, taxes and other charges levied on the goods by authorities in buyer's country shall be borne by the buyer and shall not be included in the bid price.

Charges of such nature in seller's country or in any country other than the buyer's country shall be borne by the sellers.

33. TERMS OF PAYMENT:

33.1 Payment shall be arranged in favour of the beneficiary against full shipment and according to the formalities of the concerned untied credit as available at the time of opening of L/C by the buyer. It is mentionable that we will establish consignment wise L/C at least 7 (seven) days prior of the date of Shipment. Original shipping documents must be produced to the negotiating bank within 10 days from the date of Bill of Lading.

33.2 The letter of credit shall be negotiable on presentation of the following documents in 6 (Six) copies:

- a) Complete set of original "Clean on Board" Bill of Lading marked "Freight Pre-paid"
- b) Supplier's invoice signed in ink.
- c) Buyer's authorised pre-shipment inspection agent's certificate.
- d) Supplier's guarantee certificate.
- e) Telex/ Fax advice for insurance cover.
- f) Certificate of origin from chamber of commerce.
- g) Mill test certificate.



- h) Certificate showing that the material has been shipped in a non-Israeli/non-Serbia, non-Montenegro and non-Iraq vessel.
- i) Freight memo showing "Freight Pre-Paid".
- j) The amount of freight supported by freight memo at actual will be paid. But this amount must not exceed the amount quoted in the offer/tender.

33.3 Bank charges in Bangladesh for opening of the letter of credit shall be borne by the buyer. Any charge for revalidation or amendment of the letter of credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However amendments required due to any delay/lapses on the part of the buyer will be at buyer's cost.

33.4 Bank charges for withdrawal against letter of credit established by the buyer shall be borne by the beneficiary.

33.5 Confirmation of letter of credit by foreign bank(s) will not be entertained. Transshipment of materials is allowed, but transferable letter of credit will not be allowed.

34. SHIPMENT PERIOD:

Shipment shall have to be made in by **6 Consignments (6 Separate L/C)**.

- Shipment schedule :
- a) 80 M.Ton - During 2nd week of May, 2014
 - b) 100 M.Ton - During 1st week of July, 2014
 - c) 100 M.Ton - During 2nd week of September, 2014
 - d) 100 M.Ton - During 2nd week of November, 2014
 - e) 100 M.Ton - During 2nd week of January, 2015
 - f) 100 M.Ton - During 4th week of February, 2015

(The shipment schedule & quantity of above consignments may be alterable/changeable as per instruction of the purchaser depending upon production programme of the company with due information to be given by purchaser in time.)

35. URGENCY OF DELIVERY:

Complete delivery shall have to be made within the period as specified in clause -34.

36. SHIPPING DOCUMENTS:

36. Notice of shipment shall be made by telex/ fax to:

- a) Consignee :M's. Gazi Wires Ltd, 28-FIDC Road, P.O.-Chandgaon, Chittagong, Bangladesh.
FAX NO. 88-031-671272
- b) Bangladesh Steel & Engineering Corporation, BSEC Bhaban,
102-Kazi Nazrul Islam Avenue, Dhaka- 1215.
FAX NO. 88-02-8112846

c7 Insurance Company: M/S. Meghna Insurance Company Ltd.,
Chittagong, Bangladesh.



36.2 Notice of Shipment shall contain the followings:

- a) Contract Number.
- b) Description of item(s).
- c) Total Quantity of item(s) shipped and value thereof.
- d) Name of vessel.
- e) Bill of Lading number and date.
- f) Port of loading.
- g) Date of shipment.
- h) Estimated time of arrival of ship at/on, and
- i) Whether it is part shipment.

36.3 After shipment, the seller shall supply the following advance copy of documents directly by air-mail to the buyer with a copy to the insurance company.

- a) 6 (Six) Copies of invoice indicating the unit and total delivery price duly signed in ink.
- b) 6 (Six) Copies of non-negotiable 'Clean on Board' bill of lading marked 'freight pre-paid'.
- c) 6 (Six) copies of packing list identifying contents of each case of package.
- d) 6 (Six) copies of certificate of country of origin.
- e) 6 (Six) copies of beneficiary's insurance advice.
- f) Manufacturer's / seller's guarantee certificate, and
- g) Clean inspection certificate issued by the buyer's authorised inspection agency and the seller's factory inspection report.

17. TERMS OF DELIVERY:

37.1 The material(s) should be shipped on C&F, Chittagong liner terms basis when the order is placed on C&F basis. Lighterage, if any, will be on seller's account and liability.

37.2 For transportation of material(s) preference must be given for shipment by Bangladesh flag vessel. In case of non-availability of Bangladesh flag vessel, the supplier should obtain a "Certificate of Waiver" from the Director General, Department of Shipping, Government of Bangladesh, Dhaka. The provision included in the L/C to this effect at time of opening is to be deleted upon surrender of "Certificate of waiver" obtained by the Seller or the local agent, so as not to include this as a documentary requirement for negotiating payment under the L/C.

The provision may be replaced by the name of vessel, dwt, built, flag and class to reflect actual nomination of vessel and ensure shipment. Application for such waiver should be made by the seller or its local agent well ahead of actual shipment date which shall be disposed of within 72

(Seventy two) hours from receipt of such application. In case holiday intervene, the application shall be disposed of within 12 (Twelve) hours of the resumption of after such holidays.



37.3 Bangladesh Shipping Corporation (BSC) has to be contracted first for carrying the consignment at the rate of freight quoted by the supplier in the offer and if BSC refuse the consignment, certificate of waiver has to be obtained as per clause 36.2.

37.4 Shipment on flag vessel of Israel, Serbia, Montenegro and Iraq is strictly prohibited. The material(s) should be shipped as far as possible in a charter Vessel not over 15 (fifteen) years of age. But this may be relaxed up to 20 (twenty) years of age, if the seller agrees to pay overage insurance premium or in a liner vessel not over 25 (Twenty Five) years of age. If the suppliers fail to do so, any loss or damage incurred by the buyer shall be on seller's account and the buyer shall have the right to forfeit the performance guarantee and take other actions as may be warranted against the supplier.

38. INSPECTION:

The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of the inspection agency will be intimated at the time of placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector(s) due to multiple intervention visits and or fruitless visits at the call of and to suit the convenience of the supplier. The Inspector(s) should be provided with all facilities to carry out his job smoothly and without interference. The provisions laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost.

39. CHECK OF QUANTITY:

Name of Items: Electrolytic Copper wire - 8 mm dia.
Specification as per Annexure "A" attached.

- 39.1
- Quantity shall be ascertained at the port of loading by scale weighment, cost of which be on the seller's account. This will be done in the scale of local /port authority in presence of buyer's inspection agent and a weighment certificate should be obtained from the local port authority duly authenticated by the buyer's Inspection agent. It will form a part of the shipping documents.
 - Check of quantity by scale weighment, quality and condition of the package at the port of discharge will be carried out by the buyer in presence of Seller's representative along with the inspection agent who originally inspect of the goods at the port of loading or by any reputed inspecting agent as nominated by the buyer.
 - Discrepancies, if any ascertained either by way of weighing or testing of samples shall be forwarded to the seller within 60 (Sixty) days of landing of the goods at the port of destination. Sellers must undertake to make good the loses in quantity and quality if any, without reservation.

39.2 Quantity shall be established at the port of discharge on scale weighment/draft survey to be carried out an independent surveyor to be appointed by the buyer's if the buyer's so desire.

In case the difference exceeds 1% (One Percent) of the invoice/bill of lading quantity, the value for such quantity shall be adjusted as per contracted rate within 90 (ninety) days of

insurance of notice by the buyer. Scale weightment fee at the port of discharge shall be on the buyer's account.



CHECK OF QUALITY:

Should the buyer desire to check the quality of the goods delivered, six samples are to be extracted from the cargo jointly by the buyer's and seller's representatives and inspection agent. These samples are to be correspondingly marked and sealed, out of which sample Nos. 1 & 2 will be retained by the buyer's 3 & 4 be retained by the seller's and 5 & 6 to be retained by the inspection agent.

Not later than 15 (fifteen) days after samples have been extracted from the lot of the goods delivered, the buyer shall advise the seller that they agree to the quality of the goods as stated in contract or seller's certificate or conversely, advise the seller's that they want a fresh analysis

Should it become necessary to the consideration of the buyer to have an analysis of the sample retained by the inspection agent, the same will be done by them and the finding of the analysis will be binding upon both buyer and seller. If the quality does not conform to the original ordered specification, a claim will be lodged by the buyer with the seller with findings within 15 days of receipt of the findings of the inspection agent.

The cost of analysis as submitted by the inspection agents shall be borne by the buyer. Should, however, the analysis show that the quality of the lot does not conform to the quality stipulated in the contract the cost of the analysis are to be borne by the seller.

41. BREACH OF CONTRACT:

On any breach of contract by the seller, the buyer may recover the actual loss suffered and the amount may be realised by enforcing the performance guarantee.

42. PATENTS:

Except as otherwise provided in the specification, the seller shall hold and save the buyer, its officers and employees, harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, article, process, appliance or apparatus manufactured or used by seller in performance of the contract.

43. WARRANTY:

The seller shall warrant that item(s) shall be new and of first quality workmanship and materials, shall have no defect in size or manufacture, shall meet the requirements of the specification and shall in all respects suit to the purpose intended. The warranty provided by the seller will be relied upon and strictly enforced by the buyer.

44. WARRANTY AGAINST DEFECTS:

The seller shall warrant it has not given or promised to give any money or gift to any official or employees of the buyer with the intent or objective of securing the contract.



45. LIQUIDITY DAMAGE:

- 45.1 Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods may be realised from the supplier/contractor.
- 45.2 In specific cases where delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged.
- 45.3 In case of delay of delivery beyond one hundred days for importable item(s), purchase order/contract may be cancelled in which case the performance guarantee shall be forfeited.
- 45.4 On genuine reasons/grounds beyond the control of the suppliers contractor, extension of delivery period may, however, be granted by the purchase approving authority without realisation of any liquidated damage provided validity of their performance guarantee covers such extension.

46. GENUINENESS OF THE PRINCIPAL SUPPLIERS:

The principal supplier shall have to submit a certificate from the supplier's bankers regarding the bonafide and standing of the supplier.

AND/ OR

Certificate from the Chamber of commerce and Industry from the supplier's country regarding its standing as an exporter/manufacturer along with the proforma invoice.

47. FORCE MAJEURE:

Should any circumstances arise preventing either of the contracting parties from wholly or partially carrying out its obligations under the present contract, namely natural calamities, strikes, riots, fire, acts of God, war, military operation of any nature, blockades and any unforeseen event which is beyond human control, the period stipulated for the performance of this contract shall be extended for as long as the circumstances prevail in the country of the supplier or the buyer, or at the origin of the supply(ies).

Provided that in the event of these circumstances continuing for more than 30 (Thirty) days either party shall have the right to refuse to fulfill its obligations under this contract and in such a case neither party shall be entitled to indemnification of any loss it may sustain. Any party unable to carry out its obligations under this contract shall immediately advise the other party of the commencement and the termination of circumstances preventing performance of this contract.

A certificate issued by the chamber of Commerce and Industry of the supplier's and the buyer's country shall be sufficient proof of the existence and duration of such circumstance.



48. ARBITRATION:

48.1 The buyer and the supplier 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.

48. If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order contract 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 buyer and the other by the supplier, or in the case of the said arbitrators not agreeing, then, to the award of an Umpire to be appointed by the arbitrators in writing before proceeding with the reference, and the decision of the sole arbitrator or umpire of the two arbitrators in the event of their Not agreeing with the umpire appointed by them, as the case may be, shall be final, conclusive and binding on the parties. Provisions of Arbitration Act, 1940 and rules hereunder and any statutory Modification thereof shall deem of apply to the said arbitration. The place of arbitration shall be in Bangladesh.

48.5 "GAZI WIRES LIMITED is not bound to accept the lowest tender and reserve the right to reject any or all tenders without assigning any reason whatsoever. Concerned terms and conditions in the tender documents will be the part and parcel of the Contract / Order".

Md. Shahjahan)
Managing Director
Gazi Wires Limited,
Chattogram.



GAZI WIRES LIMITED (BSEC)
CHITTAGONG, BANGLADESH.

TECHNICAL SPECIFICATION OF ELECTROLYTIC COPPER WIRE - 8 mm dia.

INDUSTRIAL RAW MATERIALS:

The wire shall be manufactured from high conductivity copper complying with ASTM B49/92 and JIS C-3102/1965. It shall be hot rolled-continuous cast-pickled-annealed and of compact electrolytic copper. It's surface shall be uniform, smooth, shining and free from any black stain and flaws. To prevent further oxidation the wire surface shall be wax coated. This wire must be suitable for making super enamelled wire upto SWG 46 by successive wire drawing and enameling methods. Its major parameters are given below.

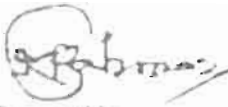
1.	SIZE (DIA)	: 8.00 ±0.38 mm (Negative tolerance is preferable)
2.	ELOGATION	: 35% -45%
3.	TENSILE STRENGTH	: 25 Kg/mm ² (Max.)
4.	BREAKING LOAD	: 1260 Kg (Max.)
5.	RESISTIVITY AT 20 °C	: 0.017241 Ω-mm ² /m (Not to exceed)
6.	CONDUCTIVITY AT 20°C	: 58% -m mm ²
7.	PERCENTAGE OF CONDUCTIVITY (* IACS)	: 100 (Min.)
8.	DENSITY AT 20 °C	: 8.89 gm/cc
9.	PURITY	: 99.90% (Min.)
10.	WEIGHT PER COIL	: 2500 Kg (Appr.) in a single length without joints.


PACKING. The wire shall be wound as compact jumbo coils. Each coil shall be tightly tied with steel straps and wrapped with two layers of water proof polythene sheet and then packed in hard wooden pallets. The packing must be sea worthy & strong enough for safe transit

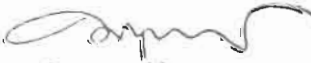
SAMPLE: 10 Kgs. Electrolytic Copper Wire to be submitted along with the tender (applicable for new party).

The bidder's shall have to submit the following documents at the time of submission of quotation:-

1. Full technical specification & details
2. Technical literature
3. Mill Test Certificate
4. Manufacturer's Certificate confirming the tender Specification.
5. Information about supply records.


Prepared by
HIOQ


Reviewed by
HOP


Approved by
HIOE



BANK GUARANTEE IN LIEU OF EARNEST MONEY

M/S. GAZI WIRES LTD
28- FIDC ROAD
P.O.- CHANDGAON
CHITTAGONG- 4212
BANGLADESH.

Guarantee No.

Dated:

For (mention amount)

Dear Sirs,

Whereas (Name of tender floating organization) under tender No. dated..... inviting tenders for supplies of (described supplies) has agreed to waive the requirement of Cash deposit/Call deposit of Tk 37,00,000.00 (US\$ 45,820.00) as earnest money by the tenderer for making the supplies in accordance with the terms and conditions of the tender and the tenderer shall provide a bank guarantee for payment for the said amount.

And whereas the tenderer M/s..... of has requested us (Name of bank) of to issue a guarantee for payment of the amount of US\$ /£/Tk. when called upon.

In consideration of the aforesaid, we (Name of bank) of hereby undertake and guarantee due performance of the tender by the tenderer M/s. of and unconditionally and absolutely bind ourselves.

1. To make payment without any question whatsoever of US\$ /£/Tk. to.....(Name of organization) or as directed by the organization immediately on receipt of demand from the said organization in writing in the event the tenderer fail to perform the tender. It is expressly understood that the organization shall be the sole judge for deciding whether the tenderer has performed the tender and fulfilled the terms and conditions of the tender.

2. It is specifically stipulated and understood by the bank that any grant of time or indulgence to the tenderer without reference to the bank shall not in any manner tend to absolve the bank from its liability to make payment as stipulated above under this guarantee.

3. The Bank's commitment under this guarantee is limited to an amount of US\$ £/Tk..... (..... only.

This guarantee will remain valid upto..... We certify that our Bank is a scheduled Bank of Bangladesh.

Yours Faithfully,

Dated:
(Seal of the Bank)

----- Bank.



PERFORMANCE GUARANTEE

M/S. GAZI WIRES LTD
28. FIDC ROAD
P.O.- CHANDGAON
CHITTAGONG- 4212
BANGLADESH.

Bank Guarantee No.

Dated:
for (mention amount)

Dear Sirs,

Whereas Gazi Wires Limited, Chittagong herein after referred to as the buyers proposed to enter into a contract through a letter of intent no. dated herein after called the contract with (Name of sellers) of herein after referred to as the sellers for the supply of (described supplies) in accordance with the terms and conditions of the contract.

And whereas the sellers have requested us (Name of bank) to issue a guarantee for an any amount of USS/£/Tk. being percent of the C&F value of the supplies.

In consideration aforesaid we, (Name of bank) of hereby undertake and guarantee due observance and performance of the terms and conditions of the contract by the sellers and we unconditionally and absolutely bind ourselves:

To make payment on demand and without demur and without reference to the sellers of USS/£/Tk. to the buyers or as directed by the buyers in writing, if the sellers shall fail to perform the contract or fulfill the terms and conditions thereof.

To keep guarantee valid and in force for 4 (four) months beyond the date of shipment but extendable if so required by the buyers.

The guarantee is unconditional and it is expressly understood that the buyers shall be the sole judge for deciding whether the sellers have performed the contract and fulfilled the terms and conditions thereof.

It is specifically stipulated and understood by us (Name of bank) that any grant of time or indulgence to the sellers without reference to us shall not in any manner tend to absolve us from our liability to make payment as stipulated above under this guarantee.

Our commitment under this guarantee is limited to an amount of USS/£/Tk. only.

Yours Faithfully,

Dated:

(Seal of the Bank)

..... Bank