

MYcÖRvZšx evsj vt` k mi Kvi
cÖB†fUvB†Rkb Kwgkb
cävö Dc†` óvi Kvñj q
cwi enb cj feb (9-11 Zj v)
mPevj q wj sK ti vW, XvKv|

miKvixvkí cÖZôvb weµ†qi tUÖvi

**TENDER FOR SALE OF STATE OWNED
INDUSTRIAL ENTERPRISE (SOE)**

weµqZe" cÖZôv†bi bvg t
Name of the Enterprise:

MYcRvZŠx evsj vř` k mi Kvi
 cÖB†fUvB†Rkb Kvgkb
 cÄvb Dc†` óvi KvHŹ q
 cwi enb cj feb (9-11 Zj v)
 mPevj q vj sK ti vW, XvKv|

`icĪ msμvš-KvMRcĪ
Tender related documents

μvgK bs	vœeiY	mshy ³
1	`icĪi dig (evsj vq)	mshy ³ -1
2	Tender Form	mshy ³ -2
3	`icĪi kZŹej x (evsj vq)	mshy ³ -3
4	Terms & Conditions of Tender	mshy ³ -4
5	`icĪi mvř_`vmlj thvM` KvMRcĪ/`vj j vř` (evsj vq)	mshy ³ -5
6	Documents to be submitted with the tender	mshy ³ -6
7	`icĪ AvnevbKZ cÖZövtbi GvUvi cÖBR †cÖdvBj	mshy ³ -7

MYcRvZšx evsj v` k mi Kvi
 cÜBtfUvBfRkb Kwgkb
 cwi enb cj feb (9-11 Zj v)
 miPevj q wj sK ti vW, XvKv]

(`icÎ`vZv KZK ciYthM')

mi Kvi x tbnUk bs.....

Zwi Lt.....

gj` t cÜZtmU Uvt 5000.00 (cuP nvRvi UvKv gvÎ)
 A_ev gwK® Wj vi 100 (GKkZ gvÎ)
 A_ev weUk cvDÜ 70 (mËi) (Atdi ZthM')

(miKvix wki cÜZövb µtqi Rb` `icÎ dig)

- 1| weµqvaxb wki cÜZövtbi big I wKvbnv t
- 2| tUÜvi`vZvi big t
- 3| `i`vZvi `nvqx wKvbnv t
- 4| `i`vZvi eZgub wKvbnv t
- 5| tUÜvi`vZvi tUwj tdiv baf t
- 5| `i`vZvi RvZxqZv t
- 7| `i`vZvi wki I e`emwqK AwfÁZv t
- 8| mafj Z Rieb-eËvst
 th cKvfi i e`emvq AwfÁZv mwÁZ nBqvQ t
- 9| Zvnvi weeiYt GKK gwj Kvbvaxb/Askx`vi v/
 wj wgtUW tKv`úvbx/mgevq mwgwZ/Ktcrfi kb
 (mswké-KvMRcÎ, `wj j -` `#eR Gi gj
 A_ev mZ`wqZ Kwc mshj³ Kwi tZ nBte)
- 9| th e`vstKi minZ tj bt` b AvtQ Zvnvi big I wKvbnv t
- 10| (e`vsk nBtZ cÜ`vqb cÎ mshj³ Kwi tZ nBte)
 weµqvaxb wki cÜZövtbi minZ tµZvi ce® t
- 11| m`útK® weeiY (hw`_vfk)
 `icÎ kZ®hvqx cÜË`i (UvKvi cwi gvb) t
- 12| K) AstK t
- 12| L) K_vq t
- 12| cÜË Avtb®gmbi cwi gvb (UvKvi cwi gvb) t
- 12| K) AstK t
- 12| L) K_vq t
- 13| Zwi Lmn cÜË Avtb®gmbi wWgvÜ t bs
- 13| WtdU/tc-AW® Gi weeiY Zwi L

14 | ðh e"vsK nBtZ wWgvU WtdU/tc-AWt t`l qv
nBqv#Q Zrvni bvg l wKvbr

t
.....

Awg/Avgiv AÎ `icÎ di#gi mwnZ msthvRZ `icfîi kZ#ej xi mgj q wbgg-Kvbp gwbbqv j Bqv
D#j w#Z wki c#Zôvb #tqi Rb" Dctiwj w#Z `i c#vb Kwij vg | Awg/Avgiv msik#-c#ZôvbUj G>Uvi c#BR
tc#dvBj Ges `icÎ weAwB c#wqvwQ | AZGe `icfîi e"vcv#i evsj v#`k mi Kv#i i/ c#B#fUvB#Rkb Kwgk#bi
wmxvš-Povš-ewj qv gwbbqv j BtZ AvBbZt eva" i wnj vg |

`icÎ kZ#ej x gwbbqv j Bevi mv#j" wmv#te Dnv h_vh_fv#te #v#j i Kwij qv `icÎ di#gi mwnZ msh#
Kwij vg |

Zwi L-----

`i`vZvi #v#j i

Government of the People's Republic of Bangladesh
Privatization Commission
Transport Pool Building (8-10th floor)
Secretariat Link Road, Dhaka-1000.

(To be filled up by the buyer)

Public Notice No.:

Date:

Price per set: Tk. 5,000/= (Taka Five Thousand only) or U.S. \$ 100 (U.S. Dollar One Hundred only) or £70 (Seventy Pound Sterling) (Non-refundable)

(TENDER FORM FOR PURCHASE OF STATE OWNED ENTERPRISE)

1. Name and address of the tendered enterprise :
2. Name(s) of the bidder :
3. Permanent address of the Bidder(s) :
4. Present address of the Bidder(s) :
5. Telephone number of the Bidder(s) :
6. Nationality of the Bidder(s) :
7. Bio-data incorporating bidder's experience in industry, trade and commerce :
8. Description of the experiences gained by the bidder from the type of enterprise, sole proprietorship/partnership/limited company/cooperative/corporation (Original or attested copy of the relevant documents and related papers are to be enclosed.) :
9. Name and address of the Bank with which the bidder(s) has transaction (a certificate of the Bank is to be enclosed) :
10. Previous relation of the bidder with the tendered enterprise (if any) :
11. Bid price as per the tender condition
 - a) Amount in number :
 - b) Amount in words :
12. Amount of Earnest money
 - a) Amount in number :
 - b) Amount in words :
13. Description of the Demand Draft/Pay-Order with date : a) No.....
b) Date

14. Name and address of the Bank from where
Demand draft/Pay Order is issued. :

I/We do hereby agree to all the terms and procedures incorporated in the Tender Conditions attached with this Tender Form and quote the bid price in acceptance of the Tender Conditions. I/We read the enterprise profile of the tendered enterprise and its notice for sale. I/We do hereby also agree to accept the decision of the Government of Bangladesh/privatization Commission regarding the tender as final and binding on me/us.

As evidence of my/our agreement to the Tender Conditions, I do hereby put my signature on the Tender Conditions and attach the same with the Tender Form.

Date:

(.....)

Signature of the Bidder

icT dig-K

cZovb wptqi tUvi kZejx
[cena 7 (1) be]

MYcRvZšx evsj vt` k mi Kvi
cBtFuvBtRkb Kvgkb
cwi enb cj feb (9g l 10 Zj v)
mPevj q wj sK ti vW, XvKv|

cvej K tbwUk bs-----
Zwi L-----e/vã,----- mLbvã Gi
tcTtZ wkí cZovb wptqi icT i kZejx|

1.0| tUvi t

1.1 wv` 0 dig wZb Kvc tUvi (gj Kvcmn Avtiv `B Kvc) `vLj KwitZ nBte| mPevj, cBtFuvBtRkb Kvgkb, cwi enb cj feb (9g l 10g Zj v), mPevj q wj sK ti vW, XvKv-1000 Gi wBKU nBtZ bM` 5000/- (cUP nvRvi) UvKv A_ev wpt` tk Aew`Z evsj vt` k `Zvevmgtni wBKU nBtZ bM` 100/- (GKkZ) gwKt Wj vi A_ev 70/- (mEi) epUK cvDÜ (Atdi ZthvM`) cwi tkva Kwiv iwk` MhtYi gva`tg tUvi dig msMh KwitZ nBte Ges D³ iwk` tUviti mWZ mshp KwitZ nBte|

1.2 cBtFuvBtRkb Kvgkbi Kvhj q, cwi enb cj feb (9g l 10g Zj v), mPevj q wj sK ti vW, XvKv-1000 Ges tdWtiki Ae evsj vt` k tPati m Ae KgvM GU BÜvóR (GdvevmAvB)Gi Kvhj q, tdWtiki feb, 60 gwZwSj ev/G XvKv-1000 -G iwTtZ tUvi evt. wv` 0 Zwi L l mgtqi gta` tUvi tdwj tZ nBte| Zte tUvi `vZv wvR `vmtZj mPevj, cBtFuvBtRkb Kvgkb eivei WvKthvMI tUvi tcTY KwitZ cwi tbe| WvKthvMI tcTY tUvi hw` wv` 0 Zwi L l mgtqi cte`tcTY Zte ZvW tUvi evt. tdj v nBte | hw` h_vmtq tUvi bv tcTY Zte ZvW MhY Kiv nBte bv|

1.3 tUvi `vZvtK mxj -tgwihp Lvtgi Dci wlogj vLZ Z` uó A`ti wj vLtZ nBte t
K) Lvtgi Dci vstk th wkí cZovb wptqi Rb` icT cÜvb Kiv nBj Dvni bvg l wKv bv|
L) Lvtgi evg cvtk` tUvi `vZvi bvg l wKv bv |

1.4 ----- vLt Zwi L Avdm mgtqi ci tkvb tUvi dig wptq Kiv nBte bv|

1.5 ----- vLt Zwi L `pcj 12.00 NwUKvi ci tkvb tUvi MhY Kiv nBte bv|

1.6 ----- vLt Zwi L tej v 1:30 NwUKvq tUvi `vZv A_ev Zvvt` i cZovb MhtYi m`gtL (hw` tKn Dcw`Z _vtKb) tUvi ev. l tUvi tLvj v nBte|

2.0 RvgbtZi UvKv (Avtb`gwb) t

2.1 icT D`Z gtj`i 2.5% Gi mgvb UvKv A_ev gwKt Wj vi XvKv bMxtZ Aew`Z wvWDj evsKmgtni thtkvb kvLvq bM`vqYthvM` wWgvÜ Wvdu/tc-AWt Avtb`gwb wvmt` icT i

wb̄R `vqfvi M̄hY A_ev gl Kd A_ev FY`vZv c̄Zōv̄tbi m̄švZ m̄tct̄ŋ Ab̄ tKvb c̄Kv̄ti wb̄Ūm̄Egj K ēēv M̄hY Kwī tē|

5.2 n̄v̄š̄t̄-cēmḡtqi k̄lgK-KgP̄vix̄t̄ i cvl bv, AvqKi, tc̄š̄i Ki, wē`jr, M̄vm, cv̄wb, c̄qtc̄V̄vj x, tUwj Kg, f̄wg ivR̄^Ges Gew̄ā c̄Q̄`q PvR̄ev Ki mi Kvi/ wē̄t̄μZv enb Kwī tē|

6.0| **gj̄ cwītkva c̄x̄v̄Zt**

6.1 K̄lgkb KZ̄R̄ `ic̄T̄ M̄h̄t̄Yi B̄"Qvc̄T̄ ev ōt̄j Uvi Ae Bb̄t̄ŪŪ0 Rvixi 30 (w̄l̄k) w̄ t̄bi ḡt̄ā KZKvh̄ŋŪŪvi `vZv̄t̄K wē̄μq gj̄ (D×Z gj̄) Gi 32.5% WDb-t̄ct̄ḡŪ w̄nmv̄tē (A_ŋ 2.5% Av̄tb̄ŋḡw̄bmn 32.5% + 2.5%=35%) cwītkva Kwī t̄Z nB̄tē|

6.2 t̄μZv w̄bāŋi Z 30 w̄ t̄bi ḡt̄ā WDb-t̄ct̄ḡŪ w̄nmv̄tē 32.5% gj̄ cwītkva Kwī t̄Z ē_© nB̄t̄j w̄Zvb WDb t̄ct̄ḡt̄Ūi 25% A_© cwītkvaKi Z msMZ I M̄h̄Yt̄hv̄M̄ Kvi Y c̄ŋk̄ŋcēR̄ mgq ew̄āZKīt̄Yi Rb̄ K̄lgk̄t̄bi t̄Pq̄viḡv̄t̄bi w̄bKU Av̄tē`b Kwī t̄Z cwī tēb| Zuv̄i c̄ŋk̄Z̄ Kvi Ym̄ḡā t̄Pq̄viḡv̄t̄bi w̄bKU M̄h̄Yt̄hv̄M̄ ew̄j qv wē̄tēw̄PZ nB̄t̄j w̄Zvb m̄tēP̄P 30 w̄ b mgq ew̄āZ̄ Kwī t̄Z cwī tēb| WDb t̄ct̄ḡŪ c̄ŋv̄t̄bi ew̄āZ̄ mḡt̄q WDb t̄ct̄ḡt̄Ūi Aew̄kó 75% A_© cwītkv̄t̄ai t̄ŋt̄t̄ t̄μZv̄t̄K cwītkv̄t̄aq Āt̄_ŋ Dci 9% mij m̄y c̄ŋvb Kwī t̄Z nB̄tē|

6.3 K̄lgkb KZ̄R̄ `ic̄T̄ M̄h̄t̄Yi B̄"Qvc̄T̄ ev ōt̄j Uvi Ae Bb̄t̄ŪŪ0 Rvixi 30 (w̄l̄k) w̄ t̄bi ḡt̄ā A_ev c̄t̄hv̄R̄t̄ŋt̄t̄ K̄lgkb KZK ew̄āZ̄ mḡt̄qi ḡt̄ā t̄μZv WDb t̄ct̄ḡt̄Ūi m̄šv̄ȲA_© c̄ŋv̄t̄bi ē_©nB̄t̄j K̄lgkb `ic̄T̄ M̄h̄t̄Yi B̄"Qvc̄T̄ (t̄j Uvi Ae Bb̄t̄ŪŪ) ew̄Zj Ges t̄μZv KZ̄R̄ c̄ŋ Ē Av̄tb̄ŋḡw̄bmn mḡj q A_©v̄t̄R̄qv̄B̄ Kwī tē|

6.4 wē̄μq gj̄ (D×Z gj̄) Gi ew̄k 65% wē̄μq P̄v̄i ZwīL nB̄t̄Z (AcwītkvaZ wē̄μq ḡt̄j̄ i Dci) ev̄rm̄wī K 9% P̄μew̄x̄ m̄y mn (T̄ḡw̄m̄K m̄y Av̄t̄iv̄t̄ci w̄f̄w̄Ēt̄Z) I v̄š̄w̄m̄K 6 (Oq) w̄Ū w̄Kw̄`t̄Z 3(w̄Zb) ermt̄i i ḡt̄ā cwītkva Kwī t̄Z nB̄tē| GB D̄t̄īt̄k̄ t̄μZv̄t̄K kZ̄ŋx̄b ēvsK M̄viw̄Ū (Irrevocable Bank Guarantee without recourse) c̄v̄ vb Kwī t̄Z nB̄tē| c̄ŋB̄t̄f̄Ūv̄t̄R̄kb K̄lgkb nB̄t̄Z msM̄px̄Z w̄bāŋi Z ŌK Ab̄h̄v̄qx̄ ēvsK M̄viw̄Ū `w̄Lj Kwī t̄Z nB̄tē| t̄μZv ci ci `B̄w̄Ū w̄Kw̄`-cwītkv̄t̄a ē_©nB̄t̄j c̄ŋ Ē ēvsK M̄viw̄Ū m̄šv̄Ȳ©M̄`v̄qb Kiv nB̄tē|

6.5 t̄μZv B̄"Qvc̄T̄ Rvixi 30 w̄ t̄bi ḡt̄ā gj̄ (D×Z gj̄) Gi 75% cwītkva Kwī t̄j t̄gv̄Ū gj̄ (D×Z gj̄) Gi Dci 15% w̄ītēŪ cv̄B̄tēb Ges t̄μZv D̄³ 30 (w̄l̄k) w̄ t̄bi ḡt̄ā m̄šv̄Ȳ©gj̄ (D×Z gj̄) cwītkva Kwī t̄j t̄gv̄Ū gj̄ (D×Z gj̄) Gi Dci 20% w̄ītēŪ cv̄B̄tēb| Dch̄ȳ³ t̄ŋt̄t̄t̄ gj̄ cwītkv̄t̄ai Rb̄ 30(w̄l̄k) w̄ t̄bi w̄bāŋi Z mḡq̄m̄x̄gv̄ t̄Pq̄viḡv̄b KZ̄R̄ 6.2 Ab̄t̄"Q̄ Ab̄h̄v̄qx̄ ew̄āZ̄ Kiv nB̄t̄j D̄³ ew̄āZ̄ t̄ḡqv̄t̄`i ḡt̄ā GK̄K̄vj̄ x̄b gj̄ cwītkv̄t̄ai t̄ŋt̄t̄t̄ I GKB n̄v̄t̄i m̄yēav c̄ŋvb Kiv nB̄tē|

6.6 t̄μZv c̄ŋZōv̄t̄bi gj̄ Aev̄t̄a wē̄wb̄ḡq̄t̄hv̄M̄ `ēt̄`w̄kK ḡ`ŋq cwītkva Kwī t̄j t̄m̄B̄t̄ŋt̄t̄ I Zuv̄t̄K Aw̄Zwī³ 5% w̄ītēŪ c̄ŋvb Kiv nB̄tē|

6.7 c̄ŋZōv̄b̄Ūi mḡ`-c̄ŋc̄` A_©c̄ŋB̄t̄f̄Ūv̄t̄R̄kb K̄lgkb Gi Gm,w̄U,w̄V w̄nmv̄e bs (w̄nmv̄e bs-Gm̄w̄Uw̄V-004001487, Rb̄Zv ēvsK, beve Av̄āj M̄wb̄ t̄i w̄w̄ kv̄Lv, Xv̄Kv) G Rgv̄ w̄ t̄Z nB̄tē|

6.8 hñ tµZv ivóqZ; tKvb wkí cŕZŕvbi tkqvtnvi vi etj ¶wZc+Y eŰ (Kgtcbtmbb eŰ) Gi AwKvix nb Zte RvgvZ I WvDb tctgU e"ZxZ D³ etŰi gj" cŕZŕvbi wemq gñ "i mstM mgšq Kwi tZ cwiteb |

7.0 | n-všt c-xwZ t

7.1 wemqZe" cŕZŕvbi Pjy_wkKtj tmBt¶¶t tµZv WvDb-tctgU cŕvb ev GKtI m¸Y© gj" cwitkvtai t¶¶t m¸Y© gj" cwitkvtai ci miKvi `Z cŕZŕvbi kŕgK-KgPvixMYtK cŕc" cvl bñ cwitkvaceR Ae"vñZ cŕvbi e"v MhY Kwi te | kŕgK-KgPvixMYtK Ae"vñZ cŕvbi ci cŕZŕvbi n-všti Dttk" cŕBtfUvBtRkb Kwgtbi ZËveavb Ab"vb" Kvñ m¸ubKiv nBte |

7.2 tj Uvi Ae BbtU (wemqti B"QvcI) Rvixi ci tµZv KZK WvDb-tctgU A_ev cŕhvR"t¶¶t m¸Y© wemq gj" I miKvti Ab"vb" cvl bv (hñ _vtK) cwitkvtai wltq tUŰvi kZŕhvqx tµZv KZK e"v MhYi ci cŕZŕvbi tµZvi wBKU n-všt m¸uKZ wemq kZŕej xm¸j Z wemq Pw³ bvgv m¸uñ Z nBte |

7.3 tµZv KZK mgÿq wemq gj" I miKvti Ab"vb" cvl bv cwitkwaZ nŕqvi ci Pevš-n-všt `wj m¸uñ Z nBte | Pevš-n-všt `wj m¸uñ tbi I tiwRtŕkbi wŕgË cŕqvRbxq ō"¸u, tiwRtŕkb (cŕhvR" t¶¶t) wd BZ"ñ" eve" hvezix e"q tµZvtK enb Kwi tZ nBte |

7.4 wemqKZ cŕZŕvbi Aaxb"-Rwŕ ev Bñvi Askwetkl thtKvb wkí "vcb I m¸cñvi tYi Kvtr e"envi Kiv hvBte |

8.0 | wewa t

8.1 Pevš-wemq `wj m¸uñ b bv nŕqv chš-tµZvi wŕqš/vaxb _vKv Ae"vq tµZv miKvti ce"AbgñZ e"ñZttK cŕZŕvbi wemq A_ev Ab" tKvb Dcvtq Dñvi cwim¸uñ n-všt Kwi tZ ev eŰK (Mortgage) iwltZ cwiteb bv | wemq gj" m¸Y¶vte cwitkwaZ bv nŕqv chš-tµZv cŕZŕvbi mKj m¸uñ fvj Ae"vq iwltZeb Ges wBR" Li tP wŕqñZ Dñvi tgi vZ / i ¶Yvte ¶Y Kwi teb |

8.2 KZKvh"tUŰvi `vZv wemq Pw³ bvgv / n-všt Pw³ bvgv m¸uñ b bv nŕqv chš-cŕZŕvbi % bñ b KgRvtË n-¶¶c Kwi tZ cwiteb bv |

8.3 miKvi ev cŕBtfUvBtRkb Kwgtbi tKvb Kvi Y `kŕbv QvovB thtKvb tUŰvi MhY A_ev ewZj Kwi tZ cwiteb Ges GB wltq miKvi ev Kwgtbi w¸vš-Pevš-Ges mKtj i Dci eva"Zvgj K ewj qv wewPZ nBte |

8.4 temiKvixKiYKZ cŕZŕvbi Aaxb"-Rwŕ ev Bñvi Askwetkl thtKvb wkí "vcb I m¸cñvi tYi Kvtr e"envi Kiv hvBte | temiKvixKiYKZ wkí cŕZŕvbi RwgtZ ewYwR"K Dttk" Real Estate / ewYwR"K A_ev AveñmK cŕ"Zix ev wemq Kiv hvBte bv |

- 8.5 Pj wZ `vq-ť bvi wel q e"ZxZ Ab"vb" thtKvb wel tq wePvi varx gvgj vmn cŰZŰvb n"všři nBťj D³ gvgj vi `vq-`wqZjI LiP tµZvi Dci eZŰBťe |
- 9.0| Dctiv³ kZŰgťni eiťLjvc A_ev Dnv nBťZ wePivZ NuUťj miKvi ev Kugkb wbgewŰ kw" - gj K e"e"nv MŰY KwiťZ cwiťe t
- (K) `icĪ ewZj Kiv ;
 - (L) `icĪ MŰťYi B"QvcĪ (tj Uvi Ae BbťUšU) ewZj Kiv ;
 - (M) AvťbŰgmb Ges cwiťkwaZ Ab"vb" A_©evťRqvß Kiv ;
 - (N) cŰZŰvbŰi `Lj cpt tdiZ tbi qv ;
 - (O) eZŰvťb ej er AvBb I weia-weavb Abymťi Ab" thtKvbi fc kw" gj K e"e"nv MŰY Kiv |
- 10.0| cŰZŰvťbi tµZv weµqPiv³i tKvb kZ©cyjťb e"©nBťj miKvi ev Kugkb cŰZŰvbŰi `Lj tdiZ MŰY KwiťZ cwiťe Ges cŰqvRbtevťa eZŰvťb ej er AvBb I weia-weavb Abhvqx kw" - gj K ev Ab"wea e"e"nv MŰY KwiťZ cwiťe | GBi fc tŰťĪ tµZv KZŰ cŰĒ mgŷ q A_© evťRqvß nBťe |
- 11.0| GB `icťĪi kZŰej xi tKvb iKg e"vL"vi tŰťĪ Kugkťbi wmxvš-Povš-ewj qv weťewPZ nBťe | kZŰej x cyjťb tKvb APj Ae"nvi mŰŰ nBťj wKsev miKvi cťŰi / weťµZvi cťŰi w K nBťZ tKvb kZ©cyjťb AcviMZv _wKťj , mgm"vi wbi mbKťi Kugkb wmxvš-MŰY KwiťZ cwiťe |
- 12.0| `icĪ`vZvťK GB tUŰvi kťZŰ Ges ZuvťK cŰĒ GvUvi cŰBR tčŰdvťj i cŰZ cŰvq "ŰŰi ceŰ Zvrv tUŰvi diťgi mšťM mshŷ³ KwiťZ nBťe |
- 13.0| tUŰvi kťZŰ tKvb cwi eZŰ, mšťkrab A_ev mšťhvRb nBťj msŰkŰ-mKjťK AeinZ Kiv nBťe |

mŰPe
cŰBťfUvBťRkb Kugkb
ťdvbt 9551986 |

Government of the People's Republic of Bangladesh
Privatization Commission
Transport Pool Building(8-10th Floor)
Secretariat Link Road, Dhaka-1000

The Tender conditions for sale of enterprises with reference to the public notice No.Dated

1.0 TENDER PROCESS

- 1.1 Tenders are to be submitted in triplicate (including one original copy) in the prescribed form. The form can be procured from the Secretary, Privatization Commission, Transport Pool Building (9th floor), Secretariat Link Road, Dhaka-1000, Bangladesh, during office hours on any working day on payment of Tk. 5000.00(Taka Five Thousand) only in cash (Non refundable) or from the Bangladesh Missions abroad on payment of U.S 100.00(U.S Dollar One Hundred) only or £ 70.00 (Pound Sterling Seventy) only (Non refundable). The purchase receipt in original must be enclosed with the tender.
- 1.2 Tenders are to be dropped within the specified time and date in any of the tender boxes kept at the office of the Privatization Commission, Transport Pool Building (9th floor), Secretariat Link Road, Dhaka-1000, Bangladesh, and at the office of the Federation of Bangladesh Chamber of Commerce and Industries (FBCCI), Federation Bhaban, 60 Motijheel C/A, Dhaka-1000, Bangladesh. Tenders may also be sent to the Secretary, Privatization Commission by registered post, at the bidder's own risk. If the tender reaches the Secretary in due time, it will be dropped into the tender box. No tender will be accepted after the expiry of the prescribed date and time for submission of tender.
- 1.3 The bidders shall have to write the following, in block letters and clearing on the sealed covers, containing the tender documents:
 - (a) Name and address of the enterprise which is proposed to be purchased (to be written at the top of the sealed envelope), and
 - (b) Name and address of the bidder (to be written on the left-hand side of the sealed envelope).
- 1.4 Sale of tender forms will close with the closing of office time on
- 1.5 Tender will be received till 12.00 Noon on and no tender will be received after the stipulated time.
- 1.6 The tender boxes and the tenders will be opened on at 1.30 p.m. in the presence of bidders or their representatives, if any.

2.0 EARNEST MONEY

- 2.1 The bidder will have to provide 2.5% of the quoted price as earnest money in the form of Demand draft/Pay-order, which must be drawn on any branch of a scheduled bank located in Dhaka metropolis, either in taka or an equivalent amount in U.S Dollar in favour of the Secretary, Privatization Commission(A/C No STD-004001487, Janata Bank, Nabab Abdul Gani Road Branch, Dhaka). The earnest money will not be acceptable in any other form.

- 2.2 Decision on the acceptability of the tender will be taken within 90 days of its opening. If on any special case the decision is not taken within 90(ninty) days the Commission may extent the time limit reasonably. The earnest money of the highest bidder and in any special case that of any other bidder kept under consideration will be retained until final decision is taken.

3.0 SOME RELEVANT INFORMATION

- 3.1 The enterprise profile to be given along with the tender form will contain particulars of assets and liabilities and other relevant information.
- 3.2 The prospective bidders will have the opportunity to meet the concerned officials of the Privatization Commission for any clarification on the enterprise profile, statement of assets and liabilities and the valuation report of the enterprise. They will also be allowed to visit the enterprise.

4.0 QUOTED PRICE

- 4.1 The bidder will quote the price in the tender for the entire Fixed & Current Tangible assets of the enterprise on “as is where is basis”. But debtors advance, deposit and prepayments will not be included in the quoted price. The buyer will have to pay the equivalent amount of money to the Privatization Commission as additional to the quoted price based on the book value of the enterprise;
- 4.2 Due adjustment will be provided on the quoted price, proportionately, during the final handover of the SOEs(State Own Enterprise) to the buyer, if the quantity or number of the fixed & Current assets such as: stock & stores, raw materials, finished goods and work-in process is being changed. This adjustment will be done proportionately with the tangible assets of the relevant enterprise as per the valuation report;
- 4.3 During the process adjustment to be made as per para 4.2, if there is no usefulness of the currents assets of the respective enterprise or rotted goods or medicine or chemicals whose expir date is over and if there is no capital machineries whose spare parts is not available, the value of that goods will also be deducted proportionately from the quoted price.

5.0 LIABILITIES

- 5.1 The buyer will not have to assume any liability including the long term liabilities, the restructured loan (in case of jute mills and other relevant cases) and the short term liabilities or the current liabilities of the State Owned Enterprise which is to be privatized. Subject to the consent of the concerned creditor bank or financial institution, the Government will either take over all long term liabilities, restructured loan and short term liabilities or current liabilities of the State Owned Enterprise; or waive them; or reso of to any other means to resolve the issue of liabilities.
- 5.2 Government the seller of the enterprise shall take over the dues of the employees/workers, payments on account of income tax, municipal tax, electricity, gas, water, sewerage, telecom, land tax and such other charges and taxes.

6.0 THE PROCEDURE FOR PAYMENT OF THE PRICE

- 6.1 The successful bidder shall have to pay 32.50% of the sale price (quoted price) as down payment (thereby making a total of 35% as down payment including 2.5% earnest money i.e. $32.5\%+2.5\%=35\%$) within 30 days from date of issue of the letter of intent (LOI).
- 6.2 If the buyer fails to pay the 32.5% of the sale price as down payment within the stipulated 30 days, he may apply in writing to the Chairman of the Commission for extension of time justifying the reason, on payment of 25% of the amount of down-payment. If the Chairman finds the grounds of the applicant justifiable and convincing, he may extend the time in favour of the buyer upto 30 days. While making payment for the rest 75% of the down payment within the extended period, buyer shall have to pay it along with a simple interest of 9% per annum.
- 6.3 Failure in payment of the entire down payment within the stipulated period of 30 days or the period extended by the Commission, will result in cancellation of the Letter of Intent (LOI) and forfeiture of the earnest money.
- 6.4 The buyer will have to pay the remaining 65% of the sale price (quoted price) within 3 years in six half yearly installments from the date of signing of the sale agreement along with an interest at the compound rate of 9% (calculated on quarterly basis). In that case, the buyer shall have to provide an irrevocable bank guarantee without recourse from a scheduled bank in Bangladesh. The buyer shall have to submit the bank guarantee as per prescribed format to be obtained from the Privatization Commission. The bank guarantee will be encashed in full if the buyer fails to pay two consecutive installments.
- 6.5 A rebate of 15% on the total sale price (quoted price) will be granted if the buyer pays off the 75% of the sale price within 30 days from issuance of Letter of Intent. Similarly, a rebate of 20% on the total sale price (quoted price) will be allowed if the buyer makes full payment of the amount of sale price at a time within 30 days from issuance of the Letter of Intent (LOI). If the buyer get any time extension for 30 days as per claux 6.2, then the sanee rebate will also applicable to with, if he pays the amount at a time.
- 6.6 An additional rebate of 5% on the total sale price will be granted if the buyer pays off the full price in freely convertible foreign currency.
- 6.7 All payments will have to be made into the Privatization Commission's STD Account No. STD-004001487, Janata Bank, Nabab Abdul Gani Road Branch, Dhaka, Bangladesh
- 6.8 If the buyer happens to be an owner of compensation bonds by virtue of his share holdings in any state-owned-enterprise, he may be allowed to make payment by adjusting the face value of such bonds with the sale price of the enterprise. However, such adjustment will not be allowed in case of making payments for down-payment and the earnest money.

7.0 THE PROCEDURE OF HANDING OVER

- 7.1 After making the down payment or the full payment in case of payment at a time by the buyer, all dues of the workers and employees of a running enterprise being sold will be paid off by the government. After separation of the workers & employees, joint inventory and other relevant actions for handing over the enterprise will be performed under the supervision of the Privatization Commission.

- 7.2 After issuance of the downpayment or the entire sales price and other dues of the government (if any) as per tender conditions. A Deed of Agreement for Sale containing the detailed terms and conditions will be executed with the buyer, prior to handing over of the possession of the enterprise.
- 7.3 The Final Sale Deed (Saaf-kabala) will be registered after the total sale price of the enterprise and other dues of the government are fully paid by the buyer. All expenditure regarding purchase of stamps, payment of registration fees, other Government charges, etc. for the execution of the Final Sale Deed (Saaf-Kabala) shall be borne by the buyer.
- 7.4 The land of the enterprise or any part of it belonging to an enterprise being privatized, may be used for establishment and expansion of any industry as well as for any development activities with regard to it.

8.0 MISCELLANEOUS

- 8.1 The buyer of the enterprise shall not have any authority to sell or otherwise transfer or mortgage any fixed assets of the enterprise until the execution of the final deed. The buyer will keep all property and assets in good condition, regularly repair and maintain them as and when necessary at his own cost, until the bid money and other payments are fully paid.
- 8.2 The successful bidder shall have no right to interfere in the day-to-day operations of the concerned enterprise until the signing of the sale agreement.
- 8.3 The Government/Privatization Commission will have the right to accept or reject any offer without assigning any reason, and the decision of the Government/Privatization Commission will be deemed as final and binding on all concerned.
- 8.4 The land or part of the land of the Privatized Enterprise can be used for establishment or expansion of any enterprise. The buyer shall not use or sell the land of the Privatized enterprise for the commercial purpose of establishment of Real Estates/Commercial or residential plots.
- 8.5 The buyer will have to bear the responsibility and expenditure relating to the legal matters after the enterprise is being handed over to them, except on other current liabilities or other legal matters pending in the court.
- 9.0 For violation of or deviation from the tender conditions mentioned above, the Government/Privatization Commission, at its discretion, may take all or any of the following measures:
- a) Cancel any tender;
 - b) Cancel acceptance of the tender or the Letter of Intent;
 - c) Forfeit the earnest money and other payments made by the bidder;
 - d) Take back of the enterprise;
 - e) Take any other punitive action as per provisions of the existing law and regulations.
- 10.0 If the buyer fails to comply with any term of the tender conditions, the Government or the Commission will have full authority to take back the enterprise, and may take any legal action or any other punitive measure as per the provisions of the existing laws, rules and regulations, if necessary. In such cases, the entire amount of money paid by the buyer, will be forfeited.

- 11.0 In case of any clarification about any condition of the tender, the decision of the Commission will be deemed as final. In case of any dispute or stealmate arisen from not complying any tender condition or if there is any problem arisen from the buyer or the government in such compliance Commission will decide to resolve the issues and problems.
- 12.0 The bidder will sign every page of these tender conditions and the enterprise profile to be given to him, and attach them with the tender form.
- 13.0 Any modification, alteration or addition in the terms and conditions of the tender, will informed to all concerned.

Secretary
Privatization Commission
Phone: 9551986

MYcRvZšx evsj v` k mi Kvi
cÖB†fUvB†Rkb Kvgkb
cÄvb Dct` övi Kvhſ q
cwi enb cj feb (9-11 Zj v)
mPevj q vj sK ti vW, XvKv|

`i`vZvMY KZŒ `wLj †hM` KwMRcÎ/`vj j w` i weeiYt

- (K) ti wR†ók b/†UW j vB†mÝ Gi mZ`wqZ d†UvKwC (1g tkYxi mi Kvix KgŒZPŒZŒ mZ`wqZ) (cÖhvR` †Œ†Î)|
- (L) b`bZg c†Œ D×Z `†i i mgcwi gvY A†_P Rb` e`vsK cÖ È Aw_Œ m`Qj Zvi mb` cÎ |
- (M) wUAvBGb (TIN)mn AvqKi cwi †kv†ai (nvj bvMv`) mb` cÎ (cÖhvR` †Œ†Î)|
- (N) f`vU wbeÜb mb` cÎ (cÖhvR` †Œ†Î)|
- (O) wkí I ewYK mwgvZi cZ`qZcÎ (cÖhvR` †Œ†Î)|
- (P) wmwWDj µ†qi gj iwk` (cÖhvR` †Œ†Î)|
- (Q) bvMwi K†Zji mb` cÎ (1g tkYxi mi Kvix KgŒZPŒZŒ mZ`wqZ) (cÖhvR` †Œ†Î)|
- (R) e`w³i †Œ†Î `i`vZvi, cÖZöv†bi †Œ†Î `ZywaKvix I `ict†i `ŒŒi `vbKvixi (Df†qiB) Ges †Kv`úvbx†i †Œ†Î ŒlgZvcÖB g†bvbxZ cÖZwbwai m`ú†Z †Zvj v cvm†cvU© mvB†Ri 02 (`ß) KwC K†i Qwe (mZ`wqZ)|
- (S) `ZywaKvix e`wZZ Ab` †KD `ict†i `ŒŒi Ki†j `ZywaKvix cÖ È GZ`wel qK ŒlgZvcÎ |
- (T) Askx`vix Kvievix cÖZöv†bi †Œ†Î cvUöviwkc `wj †j i mZ`wqZ KwC Ges †Kv`úvbx†i †Œ†Î (Certificate of Incorporation) Gi mZ`wqZ KwC |
- (U) gj `ict†i m†M D³ `ict†i 02 (`ß) cÖn `ŒŒi hŸ³ d†UvKwC |
- (V) we†`kx we†b†qvMKvix†`i †Œ†Î we†b†qvM tev†W® (BOI) wbeÜb cÎ (hw`_v†K) Gi mZ`wqZ d†UvKwC |

mP
cÖB†fUvB†Rkb Kvgkb|

Govt. of the Peoples Republic of Bangladesh
Privatization Commission
Chief Advisors Office
Govt. Transport building (8-10th floor)
Secretariat Link Road
Dhaka-1000

Papers/documents to be submitted with the Tender by the tender participants

- (a) Attested copy of Registration/Trade license (To be attested by the First class Gazetted officer of the government)(If applicable);
- (b) Bank solvency certificate from the Bank on a minimum of equivalent amount (Taka) of the quoted price;
- (c) Upto-date Income tax certificate including Tax Identification Number in applicable case;
- (d) VAT Registration certificate(If applicable);
- (e) Certificate from the Chambers of Commerce and Industry(If applicable);
- (f) Original money receipt of the tender schedule purchase (if applicable);
- (g) Nationalities certificate(To be attested by the First class Gazetted officer of the government in applicable case;
- (h) Two copies of recent passport size (to be attested) photograph in the case of individual tender, and for tender signatory & proprietor in the case of institution and nominated representatives of any Company;
- (i) Copy of power of Attorney given by the Proprietor if the tender documents is signed by any other person;
- (j) Attested copy of Partnership documents in case of Proprietorship business and Certificate of incorporation in case of Company;
- (k) Two sets of signed tender documents with the Original Tender in applicable case;
- (l) Attested copy of Registration letter from BOI(Board of Investment) for the foreign investor(If any).

Secretary
Privatization Commission