

# **PROCUREMENT AND DISPOSAL POLICY**

**(Revised in November 2024)**

*(Amended up to May, 2025)*

**EASTERN BANK PLC. (EBL)**  
**100 Gulshan Avenue Dhaka – 1212**

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## **ABBREVIATIONS**

| <b>Acronyms</b> | <b>Elaborations</b>                      |
|-----------------|--|
| <b>APP</b>      | Annual Procurement Plan                  |
| <b>BOA</b>      | Basic Ordering Agreement                 |
| <b>BOM</b>      | Bill of Material                         |
| <b>BOQ</b>      | Bill Of Quantity                         |
| <b>IFT</b>      | Invitation for Tender                    |
| <b>ICT</b>      | Information and Communication Technology |
| <b>PC</b>       | Purchase Committee                       |
| <b>WO</b>       | Work Order                               |
| <b>PR</b>       | Purchase Requisition                     |
| <b>RFP</b>      | Request For Proposal                     |
| <b>RFQ</b>      | Request For Quotation                    |
| <b>SLA</b>      | Service Level Agreement                  |
| <b>SOW</b>      | Statement of Work                        |
| <b>TET</b>      | Technical Evaluation Team                |
| <b>TOC</b>      | Tender Opening Committee                 |
| <b>TOR</b>      | Terms of Reference                       |

## **Executive Summary**

This Procurement and Disposal Policy (“the policy”) outlines appropriate policies and procedures for compliant and effective functioning of procurement and disposal activities of the Bank. The purpose of revising this policy is to streamline procurement processes of the Bank (EBL) in line with changing business and compliance requirements. Ensuring ‘value for money’ and complementing ‘customer service excellence’ will continue to be the key guiding philosophies in all procurement activities of the Bank. The policy contains eleven (11) chapters arranged sequentially as per the existing flow of procurement and disposal processes of the Bank.

Introductory Chapter elaborates the objectives of the policy and its scope, procurement principles, code of ethics, interpretation of different terminologies, compliance requirements, financial authority and review of discretionary power in certain procurements. Chapter 2 is related to workflow of procurement activities described in nine sequential steps. In absence of a centralized and dedicated Procurement Department across EBL, the roles and responsibilities of respective Procurement Departments in procuring goods, works and services have been explicitly mentioned here. Vendor enlistment and management procedure has been stated in Chapter 3. In this Chapter, invitation for enlistment, pre-qualification, validity of enlistment and its renewal/cancellation, procurement without enlistment and vendor ineligibility have been elaborately described. The structure, roles and functional procedure of Purchase committee (PC) have been stated in Chapter 4.

Based on market conditions, price, complexity and nature of goods/works/services to be procured, the Bank uses a suitable solicitation method to invite an offer from potential vendors in the form of shopping, request for quotation (RFQ), invitation for tender (IFT), or request for proposal (RFP). The methods and procedures for selection of suitable solicitation methods for goods, works and services have been described in Chapter 5. The procedures of emergency procurement, solicitation documents, invitation of vendors, communication with vendors and E-tendering system have also been stated in Chapter 5.

Chapter 6 deals with processing vendor proposals in the form of quotation/tender/offer etc. Receipt and safeguard of vendor/suppliers’ proposals, modification and withdrawal of proposals, late and unsolicited proposals, opening and recording of proposals, rejection of proposals have been adequately addressed here. Evaluation of submitted offers and identification of the winning offer have been stated in Chapter 7. Formation of evaluation committees, evaluation criteria (e.g. financial and technical criteria) and methodology, negotiation with the vendors, recommendation and final awarding of contract have been covered in this chapter.

In Chapter 8 contract preparation, contract discussions and negotiations with vendors, advance payments, standard contract elements, technical specification of goods, works and services and cancellation of Work Order/contract have been described. Chapter 9 deals with execution and supervision of contract i.e. vendor performance evaluation (e.g. receipt,

inspection, and certification of goods, services, and works as per contract), remedies, dispute resolution, payments, amendments of contracts, closure or termination of contract and maintenance of documents in support of procurement have been stated.

Disposal of assets and stores of the Bank have been described in Chapter 10. The disposal techniques and procedures (e.g. open tender, RFQ sale, auction sale) and reporting requirements have been described in detail here. Other general issues relating to procurement (e.g. procurement and inspection agent, method of financing, cash purchase etc.) have been stated in Chapter 11 titled as “Miscellaneous”.

At the end of the policy certain Annexures and standard formats have been provided as ready references to help relevant officials to perform their assigned roles and responsibilities effectively and efficiently.

# **Procurement and Disposal Policy**

## **Chapter 1: Introduction**

### **1.1 Title, Commencement and Amendment**

- (i) ‘The Procurement and Disposal Policy’ of EBL was first approved by the Board in its 404th Board Meeting held on 19 October 2008, and lastly revised in 2017 in the 605th Board Meeting held on 26 July 2017. Subsequently this policy was reviewed and updated several times (lastly in the 748th Board meeting held on 27 December 2023).
- (ii) All existing agreements/contracts with enlisted/non-listed vendors/suppliers/contractors (if any) are to be made compliant with this policy through ratification by MD & CEO or Board of Directors (BoD) as applicable.
- (iii) This Revised Policy shall be effective immediately i.e. from 01 November 2024.
- (iv) Any future changes relating to the structure of Purchase Committee, Procurement Policy and Procedures, Approval authority (financial) are to be approved by the BoD upon recommendation from MD & CEO. However, minor operational changes not related to any policy, financial delegation, large scale or big ticket purchase is to be approved by MD & CEO.
- (v) Approved changes will take prospective effect only except on grounds of the compliance of prevailing and future laws, rules and regulations issued by Bangladesh Bank, Government, BSEC (Bangladesh Securities and Exchange Commission) and Stock Exchanges (in which the Bank is listed).
- (vi) Approved changes will be incorporated into this policy by Chief Financial Officer (CFO) and circulated among concerned procurement personnel and departments within five working days of approval.

### **1.2 Objectives and Scope of the Policy**

This policy is intended to promote ‘value for money’ in all procurements (including disposal) and to ensure that procurement and disposal activities are to be carried out in a judicious, transparent and compliant manner. Specific objectives are:

- (i) To lay down standardised practices and procedures while procuring and disposing goods, works and services, tangible and intangible assets for EBL (including

overseas branches/rep office) except in cases otherwise instructed by Bangladesh Bank or by the BoD in the interest of the Bank.

- (ii) To engage relevant stakeholders in the procurement process in such a way that planning through execution is coordinated seamlessly and right product & service can be procured in right quantity and supplied to right place in the right time.
- (iii) To guide maintenance of proper documentation and audit trail i.e. necessary documents, files and records stipulated in this policy.

This policy will cover all payments of EBL for procurement of Goods, Services and Works except any HR related payments (i.e. Salary & allowances), rental payment for hired premises **and acquisition of land, building, floor spaces etc.** *(Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025)*

### **1.3 Accessibility of the Policy**

This policy will be available in the intranet (EBL Home) for use by concerned officials of the bank and will no way be made public through website or so. However, it may be shared with external auditors and regulatory authorities for the performance of the duties assigned to them.

### **1.4 Definitions and Interpretations of key words/phrases**

#### **Definitions:**

- (1) **“Applicant”** means a person who seeks to be pre-qualified in response to an Invitation for pre-qualification or is an enlisted person in response to an invitation for tender under an appropriate tendering method.
- (2) **“Award”** means the action taken by the Competent Authority based on the evaluation of offers, to approve the selection of the supplier for a specific contract.
- (3) **“Bank”** means Eastern Bank PLC.
- (4) **“Board”** means the Board of Directors (BoD) of Eastern Bank PLC.
- (5) **“Bill”** means bill/invoice forwarded to Finance and Accounts Division by the Procurement Department or bill pending for payment or bill paid to the suppliers, contractor, or services provider.
- (6) **“Bill of Quantity (BOQ)”** means a description and a quantitative estimate of all materials, and/or supplies, which will be required for a proposed construction project or interior decoration of office spaces or production of equipment (usually custom designed), provided to bidders for pricing purposes.

- (7) “**Competent Authority**” in relation to exercise of any power under this policy ultimately means the BoD and includes any authority delegated by Board/MD & CEO as specified in this policy or by the Board for the purpose of this policy.
- (8) “**Days**” means calendar days unless otherwise specified as working days or so.
- (9) “**Direct contracting**” means contracting without competition (single source). The contract is negotiated directly with the supplier.
- (10) “**Ethics**” means the moral principles or rules of conduct procuring entities are obligated to follow when carrying out any procurement or disposal.
- (11) “**E-procurement**” means doing procurement processes electronically typically over the Internet, to shorten the time cycle and lessen the transaction cost of procurement. Tender invitation through official website can also be a part of e-procurement.
- (12) “**Expert Services**”, for the purpose of this policy, means intellectual, technical and professional services for which specialized knowledge is required.
- (13) “**Goods**” means products and equipment and commodities including related services required to ensure its full utility i.e. installation, insurance, transportation, maintenance or similar obligations (assuming the value for such related services does not exceed the value of the goods themselves).
- (14) “**Life cycle cost**” means the sum of all recurring and one-time (non-recurring) costs over the full life span or specified period of a good, service, structure, or system. It includes purchase price, installation cost, operating costs, maintenance and upgrade costs and remaining residual or salvage value at the end of ownership or its useful life.
- (15) “**Invitation for Tender (IFT)**” means a method of solicitation whereby suppliers are requested to submit tender for the provision of goods, works or services.
- (16) “**In writing**” means communication in hand or machine written type duly signed and includes properly authenticated messages by facsimile or electronic mail.
- (17) “**Management**” means the management of Eastern Bank PLC.
- (18) “**Person**” means any physical or juridical individual or body of individuals, a firm or a company, an association or organisation whether incorporated or not.
- (19) “**Pre-qualification**” means a procedure by which tenderers are invited to demonstrate their qualifications prior to, and as a pre-condition for, being invited to tender or submit proposals.
- (20) “**Procurement**” means purchasing, hiring or obtaining of goods, works and services, tangible and intangible assets.

- (21) “**Procurement Department**” means a Department or an office of the Bank undertaking/executing procurement for the Bank in accordance with this policy. Name of respective Procurement Departments assigned to procure various types of goods, works and services, assets are mentioned in Section 2.3. This department may change from time to time based on assigned responsibility in writing by the Management and/or the Board as appropriate.
- (22) “**Request for proposal (RFP)**” means a method of solicitation where prospective suppliers/consultants/contractors are requested to submit a proposal for the provision of goods, works or expert services, based on the specifications, statement of work, or terms of reference included in the solicitation documents. Normally used in cases where the requirements are complex; cannot be clearly or completely specified, where detailed technical evaluations are to be performed, and/ or where pricing or cost may not be the sole basis of award.
- (23) “**Request for quotation (RFQ)**” means a method of solicitation whereby suppliers are requested to submit a quotation for the provision of goods, works or services.
- (24) “**Requisition**” means a written or computerized request from an internal user/customer for fulfilment or procurement of goods, services or works.
- (25) “**Services**” in the context of the policy has a number of meanings;
- (a) “**Related services**” are those generally linked to the supply of Goods contracts;
  - (b) “**Physical services**” are those with measurable outputs either (i) linked to the performance of Goods/Works as appropriate (such as operation and maintenance of facilities, machinery & Equipment, surveys etc.), or (ii) stand-alone service type contracts (such as security services, catering services, geological services) and
  - (c) “**Expert services**” are assignments performed by consultants/professionals having specialized knowledge/technical know-how producing design/layout, advisory report, any creative outputs and transfer of know-how etc.
- (26) “**Solicitation**” means a request to suppliers to offer a bid, quotation or proposal. IFT, RFP, RFQ, and shopping are methods of solicitation.
- (27) “**Solicitation documents**” means documents issued to describe procurement requirements and to invite suppliers to submit a bid, quotation or proposal.
- (28) “**Sourcing**” means the process of identifying suitable suppliers that could provide required products or services for the acquiring organization.
- (29) “**Specifications**” means a description of the technical requirements for a material, product or service. Usually refers to the defined requirements for materials or products, but can also relate to the requirements for services (terms of reference).

- (30) “**Statement of Work**” is a statement specifying requirements of work assignments that outline the specific services a contractor is expected to perform, generally indicating the type, level and quality of service, as well as the time schedule required.
- (31) “**Supplier**” means a person under contract with the Bank to supply goods, works or services (as defined in VAT Act -2012). The word “contractor”, “consultant” and “vendor” are synonymous with the word “supplier” depending on the purpose of procurement. The word supplier relates to a Goods Contract; the word contractor relates to a Works Contract and the word consultant relates to an Expert Services Contract.
- (32) “**Tenderer/Bidder**” means a person invited to take part in procurement of the Bank or seeking to be so invited or submitting a tender in response to an Invitation for Tender (IFT), submitting a tender in response to a Request for Quotation (RFQ) or submitting a proposal in response to a Request for Proposal (RFP).
- (33) **Tender/Proposal Opening Committee:** Tender/Proposal Opening Committee is a committee/pool of persons nominated by Purchase Committee.
- (34) “**Terms of Reference (TOR)**” means a description of the scope of work for services generally indicating the work to be performed, the level of quality and effort, the timeline and the deliverables.
- (35) “**Working Day**” means all days except weekly holidays, government holidays and bank holidays.
- (36) “**Works**” means all works associated with the construction, reconstruction/renovation, demolition, repair-maintenance of a building/floor space/structure; interior decoration and any other construction works such as installation of machinery/equipment as well as physical services incidental to works, if the value of those services does not exceed that of the works themselves.

### **Interpretations:**

In interpreting this policy, words and phrases have their usual meaning as per Standard English language unless specifically defined without discriminating between singular and plural, male and female.

This policy will be read and interpreted in conjunction with the respective procurement perspective. President of Purchase Committee (PC) and CFO will resolve/clarify any such issues of ‘Procurement & Disposal Policy’ that deserve further explanation or interpretation. If the issue remains undecided, the MD & CEO may provide final decision with or without consultation with the BoD.

### **1.5 Guiding principles in procurement and disposal**

The following are the guiding principles in undertaking any procurement activities:

(1) **Best value for money:** To obtain the best value for money the Bank shall ensure the following:

- i. Identify the exact procurement need first to select suitable products/works.
- ii. Maximize competition as much as practical;
- iii. Keep the procurement process simple, fast and compliant. Proactive planning and clear specifications of goods/works/services can help minimizing delay in delivery and any unforeseen financial loss.
- iv. Consider the whole life-cycle costs of products/works/services (total cost of operation and maintenance) instead of purchase cost only while evaluating suitable alternatives through competition.
- v. Ensure impartial and comprehensive evaluation of offers in a timely manner;

(2) **Fairness, integrity and transparency:** The procurement process shall be unbiased, fair and transparent to attract and retain competitive and quality vendor.

(3) **Effective competition:** To ensure effective competition among vendors the following conditions shall prevail:

- i. Sufficient number of enlisted vendors for each category of products/services/works.
- ii. Vendors/Potential vendors must be independent of each other.
- iii. Competition for the same business opportunity under the same conditions.

(4) **Best interest of the bank:** Procurement activities shall be carried out in a manner that best protect the interest of EBL upholding reputation of the Bank.

(5) **Related Party:** Procurement from related parties (as defined in IFRS and BB) is restricted as per the directives of BB.

(6) **Public Procurement:** Unless bound by any regulatory compliance requirement, the Bank shall not go for any public procurement in general if there is a chance of social and political pressure on management to procure in inferior terms or from low quality supplier etc. which is detrimental to the interest of the Bank.

(7) **Green Procurement Policy:** Efforts should be made, wherever possible, to procure eco-friendly goods, works and technologies. ‘Green Procurement Practice’ to be encouraged (i.e. automation of requisitions, tender platforms, quotations through official e-mail, selection of vendors with eco-friendly practice, recycling etc.).

(8) **Co-ordination:** Functions of all the related departments/personnel should be co-ordinated in such a way that total time involved in a single procurement MUST not exceed a set timeline acceptable to the recipient of the products/services/works.

## 1.6 Code of Ethics in Procurement and disposal

(1) **EBL Personnel:** Personnel involved in procurement activities shall abide by the Code of Ethics detailed below:

- (a) **Conflict of interest:** Shall disclose any conflict of interest relating to a particular tender/vendor and refrain themselves from any unjust financial or non-financial benefit concerning that tender.
- (b) **Unfair advantage:** Shall not provide early or “inside” information that would create an unfair advantage for a particular vendor/supplier before such information is made available via the website or other applicable publication.
- (c) **Undue hospitality:** Shall not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, promise of future employment, or other item of value from any party who has or is seeking a contract for the goods or services in question.
- (d) **Disclosure of information:** Shall not disclose, directly or indirectly, confidential information related to any goods/works/services, procurement process to any unauthorised party.
- (e) **Adequate knowledge for compliance:** Participation in ‘Procurement and Disposal Policy’ related learning sessions is mandatory for all related officials and once in a year a ‘Feedback Session’ shall be held. Procurement dept. must ensure procuring officials have adequate knowledge of the policy for regular compliance.

Disciplinary actions shall be taken against employees proved to have violated the above ethical norms as per Section 1.8 Non-compliance of the policy.

**(2) Tenderer/Supplier:** No tenderer/supplier shall engage in:

- (a) **Corrupt practice:** A corrupt practice, which shall mean giving or promising to give, directly or indirectly, to any officer or employee of a Procurement Department or any other authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procurement Department in connection with the procurement proceedings or contract execution.
- (b) **Fraudulent practice:** That involves misrepresentation or omission of facts in order to influence the procurement proceedings or the execution of the contract.

## 1.7 Compliance to local laws and regulations

- (1) **Compliance of procurement and disposal related laws:** The Bank shall comply with all laws, rules and regulations promulgated by the government and regulatory authorities from time to time related to procurement and disposal functions carried out by the Bank. If any section of this policy becomes inconsistent or contradictory with the stated laws/regulations, the Bank shall amend and make effect of such changes accordingly.
- (2) **Legal action against vendor or by vendor:** For compensation against non-compliance of the contractual agreement by the vendors/contractors/suppliers, the Bank shall proceed as per the decision of MD & CEO considering overall interest

and brand image of the Bank. If any legal proceeding has been taken against the Bank by any vendors/contractors/suppliers, the Bank shall resolve the matter through proper investigation and as per decision of MD & CEO.

## **1.8 Non-compliance of the policy**

If any employee does not comply with this policy which may cause financial and reputational loss and service delay of the bank, action will be taken against him/her as per relevant provision of the People Management Policy of the Bank. The responsible employee can make an appeal as per **Section 7.3** of the EBL People Management Policy.

## **1.9 Financial authority in procurement**

The approved Financial Delegation of Authority (DoA) assigned to competent persons of the Bank is exercised in making financial decisions related to procurements.

This mechanism of financial control ensures that the bank and its competent authority remain accountable for the financial decisions taken for procurement and disposal. As per prevailing practice and regulatory framework, the Board of Directors (BoD) primarily delegates MD & CEO a defined financial authority for procurement and disposal on the basis of nature and value of items to be procured or disposed. MD & CEO, sub delegates such authority to relevant personnel including AMD, CFO, Head of Procurement Departments and any other suitable individuals.

To ensure ‘value for money’ while procuring, ‘value your signature’ would be the mantra for those who sign any purchase requisition as well as approve costs. Effective and compliant procurement critically depend on the ownership and mindfulness of the assigned officials who sign requisitions as well as approve costs.

## **1.10 Discretionary power: exercise and review**

In some exceptional and emergency situations MD & CEO or BoD (depending on the amount and risk factor involved) can exercise discretionary power in procurement for the greater interest of the Bank.

# **Chapter 2: Process flow of procurement functions**

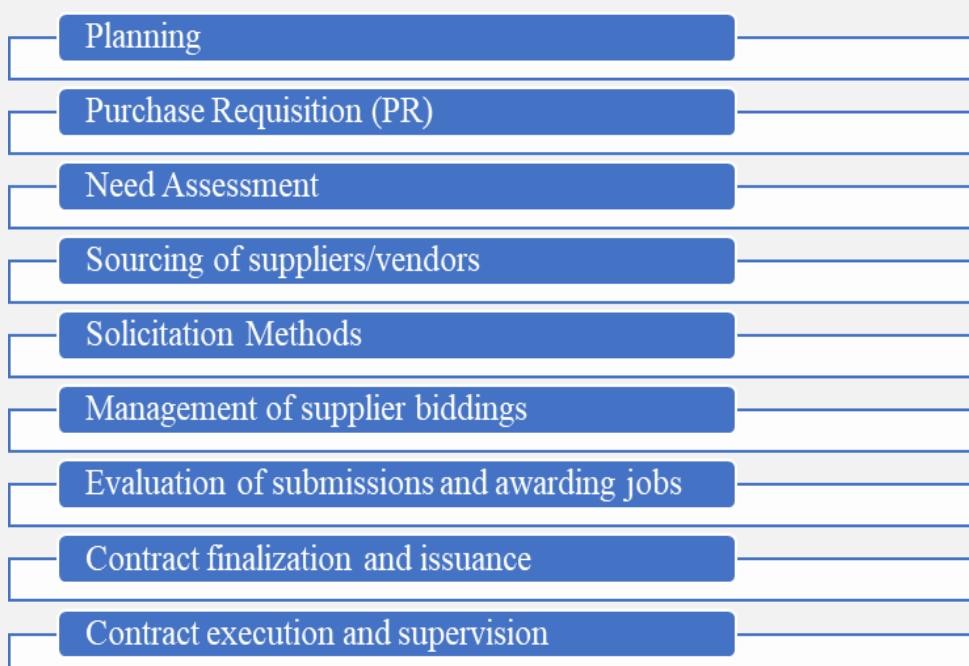
## **2.1 Overview of procurement process**

Procurement involves acquisition of goods, works and services through purchase, lease and rentals from any sources locally and internationally as feasible for the Bank. Actions undertaken to carry out procurement activities include planning, identification of needs, sourcing and solicitation offers, evaluation of offers and award of contracts, contracting and all phases of contract administration until the delivery of goods, works and services, the end of a contract or lease period.

The key goal of Bank's procurement is ensuring timely delivery of goods, works and services from vendors at the right time, price, quality, quantity and place in order to get best value for money.

## **2.2 Workflow in procurement process**

The procurement process of EBL is visualized by the following steps:



### **2.2.1 Planning**

The Bank shall prepare an Annual Procurement Plan (APP) on the basis of Annual Work Plan and Annual Budget. Bank's Capital and Revenue expenditure aspirations must be reflected in Annual Procurement Plan (APP) and Annual budget. Therefore, different procurement department must maintain effective MIS and liaise with Business units to facilitate their smooth operations. Administration Department shall prepare Plan on non-ICT related items and ICT Department shall prepare Plan on ICT related items, other procurement department (i.e. Card Division, Customer propositions etc.) must provide their procurement plan. Upon getting necessary inputs Bank's annual procurement requirement of goods, works and services will be

compiled. But MD & CEO may assign responsibility to any department to prepare Procurement Plan for any particular/specialised procurement. After completion of department wise plan, it will be incorporated in a single summary document of all department plans.

Contents and other necessary details of APP are described in Annexure 1.

## **2.2.2 Purchase Requisition (PR)**

Generating and approving any purchase requisition occupies the center stage of the procurement process in terms of assessing justification of the requirement. Any requisition passed and forwarded by the user/primary approver has little chance to be turned down by final authority even if the requirement is anything but genuine. Therefore, to uphold the spirit of cost rationalization, due caution is highly recommended from approver of any purchase requisition.

Purchase requisition (a prescribed format) for any asset is to be filled up and sent by the user/need identifier to procurement department only after taking due consent from respective division/dept./branch/unit/center/zone head. Procurement department will take required approval from MD & CEO/AMD/Any other competent individuals depending on the nature and price of the items. Sample Purchase Requisition Form is in annexure: (Annexure 2: Fixed Asset Requisition Form).

For procuring anything other than asset (stationeries, accessories, spare parts, maintenance items etc.), user/need identifier is to send requisition to respective procurement department only after taking due consent from appropriate line managers (division/dept./branch/unit/center/zone head).

Sample Requisition Form is in annexure: (Annexure 3: Accessories/Stationeries Requisition Form).

A standard Purchase request format shall be used incorporating the description, price range and specific date by 'when required' and any other relevant information. However, a requisition shall at a minimum include:

- (a) A detailed description of goods, works and services being sought;
- (b) Quantity to be procured;
- (c) Required delivery date or start-up/completion date;
- (d) Delivery location or location of works/services to be performed;
- (e) Estimated cost;
- (f) Any additional information (e.g. standardization, preferred method of delivery).

Requisitions processed in digital form or through digital platforms are highly encouraged depending on the technological capacity of the bank. To do so, automation can be an effective solution to develop suitable database of consumption in order to control consumptions and take informed buying decisions.

Master Requisition is encouraged for capturing holistic impact on bank's expense and compliance of regulatory guidelines (i.e. opening of new branch, Sub-Branch, event, business promotions items etc.).

For items of inventory nature (i.e. Card Plastic, printing stationeries etc.) the current stock of inventory on a cut-off date must be mentioned.

### **Stock management**

Before placement of requisitions respective dept. must explore scope of re-use or repairability of any existing items (i.e. laptop, AC etc.). Obsolete/unused items (i.e. stationeries, laptop etc.) must be handed over to Central Archive by the user dept. for disposal/re-use.

### **2.2.3 Need Assessment**

To identify the precise needs of the requisition provider (hereinafter used as user) in order to find best solution, requirement has to be articulated precisely. It is better to engage in a consultative dialogue between procurement department and user while finalizing requirement especially in case of technical or specialized goods/works/services.

To ensure proper control and avoid wastages, during approving requisitions dept./unit head must confirm all alternatives are explored and no unused asset item exists in the dept. For better control, quarterly consumption data shall be prepared by the user dept. and submit to Procurement dept.

### **2.2.4 Sourcing of suppliers/vendors**

The process of identifying suitable vendors for procurement of required goods, works and services is referred to as ‘sourcing’. It also provides valuable information about products and specifications and is used to determine the appropriate solicitation method for procurement.

Market research, an extended version of sourcing, is the process of collecting and analysing information about demand-supply forces in the industry of suppliers/vendors. It helps to identify goods, services, works and suppliers; assists in the development of technical specifications, and allows the collection of product and pricing information. Market research is an essential exercise in the quest to satisfy the Bank’s needs, and is the first step in any successful sourcing process, particularly if the good, service or work has not been procured previously.

### **2.2.5 Solicitation Methods**

After requirements have been clearly and completely defined and proper sourcing established, the next step in the procurement process is the selection of a suitable solicitation method. Solicitation is a request to vendors to offer a bid, quotation or proposal. Based on market conditions, price, complexity and nature of goods/works/services to be procured, the Bank uses a suitable method to solicit an offer from potential vendors in the form of request for quotation (RFQ); invitation for tender (IFT); or request for proposal (RFP).

### **2.2.6 Management of supplier biddings**

It is the responsibility of vendors to ensure that offers are submitted to EBL in accordance with the stipulations in the solicitation documents. Vendors shall be

requested to submit quotation/ proposal/ tenders in a sealed envelope whether by post/ courier or by hand delivery or password protected online documents (i.e. through web link) or directly to the designated email of Purchase Committee.

Quotation/proposal/tenders from bidders shall be collected and stored in a closed drop box which is to be kept in a common and secured place of the office under the custody of the President of Purchase Committee or a nominated person by the President of Purchase Committee.

### **2.2.7 Evaluation of submissions and awarding jobs**

Purchase Committee of the Bank evaluates all offers based on the principle of best value for money, i.e. the ideal combination of technical and financial factors. Comparative evaluation to be done based on price, life-cycle cost of operation and ancillary costs of acquiring, using, storing, maintaining, and disposing of the goods or services. It should also takes into consideration relevant non-cost factors such as fitness of purpose, quality, service and support, and social and environmental benefits.

As per requirement (i.e. nature and complexity of works and expert services), Technical Evaluation Team (TET) is formed on ad-hoc basis comprising of at least two members who undertake certain key steps in the evaluation of offers.

Award is the decision that authorizes establishment of a contract with a selected supplier or individual vendor. Contracts are awarded by the competent authority as per the recommendation from the Purchase Committee of the Bank.

### **2.2.8 Contract finalization and issuance**

A contract is a written, legally binding agreement between EBL and a vendor, which establishes the terms and conditions, including the rights and obligations of the Bank and the vendor. A contract may take many different forms, e.g. agreement, Work Order, memorandum of understanding.

Modifications or amendments to the standard contracts cannot be made without prior approval from MD & CEO. Due care must be taken not to include any requirements or conditions that contradict with existing applicable laws and regulations of Bangladesh.

### **2.2.9 Contract execution and supervision**

Contract execution and supervision involves monitoring the implementation of a contract after awarding the job such as amendment of contract, evaluation of vendor performance, contract closure, record retention, maintenance of the contract file, and handling of security instruments (e.g. performance security).

Contract administration is the responsibility of the respective Procurement Department but sometimes requires involvement of the end user/requisition provider.

## **2.3 Organization and responsibility of procurement departments**

In absence of a dedicated and centralized procurement department, following departments are assigned to carry out all the procurements as per relevant clauses/provisions mentioned in this policy. However, MD & CEO can assign any job to any department to ensure better value for money.

| <b>Categories of items</b>  | <b>Area of Work/ Examples</b>   | <b>Procurement Department</b> |
|---|---|-------------------------------|
| General goods, land/floor spaces, works and services for banking operations | Capital items (Vehicle, Furniture, machine etc.), Utilities, Fuel, Project/Interior fit-out/ renovation works, stationeries, courier, security services, cleaning services, printing items etc. | Administration                |
| All ICT items and services (Software & Hardware)                            | CBS, CMS, Laptop/ PC, Servers, Network router/switch, LAN/computer accessories, data centre, SMS system, Link/internet, Network connected ICT equipment/accessories etc.                        | ICT                           |
| Cards related items (Debit/Credit/ Prepaid etc.)                            | Card plastic & personalization, POS Terminal, Card Packaging Materials etc.   | Card Business                 |
| Digital Banking related items   | ATM, CRM, RTDM, Queue Management System (QMS), Digital Banking Apps (i.e. Sky Banking), Cash Sorting Machine etc.   | Digital Financial Services    |
| Cards Production & personalization  | PIN mailer, Image Card Printer Consumables, Embossing Machine Consumables, etc  | Card Operations               |
| Brand maintenance & External publicity items                                | POC materials, Bill Board, printing of banking documents (first time), business/internal events   | Brand                         |
| Design items  | Printing stationeries, Design of ads, POC materials etc.  | Brand/ Communication          |
| Advertisements (Print/ Electronic Media)                                    | Advertisements in (Newspaper, Magazine, Website etc.)   | Communication                 |
| Social media ads/campaigns  | Facebook, Linked-in, X (ex –Twitter) ads etc.   | E-Com, M-Com                  |
| Accessories/Spare parts/R&M works of outstation branches                    | Branch operational items (i.e. R& M works)  | Outstation Branches           |
| Bank-wide customer propositions/gifts                                       | Specialized gifts, welcome Pack for priority segment, event tickets etc.  | Retail Alliance               |
| Professional, legal & consultancy services                                  | Lawyers, surveyors/credit rating agency etc.  | Concerned/assigned department |
| Any other items & services not specified                                    |   | Concerned/assigned department |

## **Chapter 3: Vendor Enlistment and Management**

To strike a fine balance between quality, cost and convenience, EBL maintains a pool of suitable suppliers/vendors who are technically sound, financially solvent and offer variety. Procurement Departments will actively work to increase/diversify its sources of supply in order to enhance the efficiency and competitiveness in procurements. Procurement Departments may keep a list of potential vendors who could be invited to compete in future quotations/tenders. Ongoing efforts shall be made to broaden the vendor lists by identifying new suppliers of goods, works and services with regular market research exercise.

List of enlisted vendors and their offered goods/works/service with rates will be accessible in EBL Home for reference and use by any procurement dept. of EBL.

### **3.1 Invitation for enlistment**

**Circulation:** The suitable mode of circulation mostly depends on the type of items being procured and accessibility of associated vendors/suppliers: ads in electronic and print media, e-mail, Web portal etc.

**Sending invitation letter:** Invitation letter for enlistment shall be sent by the concerned Procurement Department with intimation to Purchase Committee. At least 5 working days shall be given to the suppliers/vendors/contractors to respond to the invitation letter along with specified documents as per Section 3.3.

**Application receiving procedure:** Application in sealed envelope to be received and kept in a sealed box under close supervision of concerned Procurement Department. It can also be received through e-mail or e-tendering platform.

**Custodian of documents:** All relevant documents regarding enlistment procedures shall be under the custody of the Procurement Department for future reference and audit trail.

**Notice to enlisted vendors:** Suppliers/vendors/contractors shall be informed about their enlistment in writing within **ten working days** of approval from MD & CEO.

**Security Deposit:** Taking refundable security deposit on enlistment is not a usual practice of the Bank. However, if nature of job warrants taking any, bank management can ask for it. If taken, it has to be in the form of Pay Order/Bank Draft/Bank Guarantee in favor of the bank which will be refunded after adjustment of any liability (of vendors) to EBL during cancellation of enlistment only.

### **3.2 Category of Enlistment**

Enlistment shall be made category-wise for goods, works and services including sub-categories. That means suppliers/vendors/contractors interested in business for a particular group or groups of items shall be enlisted for that particular group or group of items. Usually separate vendors/suppliers/contractors are enlisted to supply following items which are not exhaustive:

- (i) All types of office/table stationary, printing and security stationary.
- (ii) Computers, ICT equipment and related accessories/stationeries (hardware).

- (iii) ATM/CDM/RTDM/BPM and digital banking application (i.e. Sky Banking) related equipment and accessories used by Cards and Digital Banking & Payments.
- (iv) Furniture and fixtures, Machinery & equipment.
- (v) General order or miscellaneous supplies.
- (vi) Advertisement, branding, event management, Business Promotion activities through different media (print, electronic, social), Public Relations management etc.
- (vii) Customized gift items for customer proposition.
- (viii) All types of repairs and maintenance services except emergency and post-sales warranty period service.
- (ix) Any other category or items as approved by MD/AMD/CFO.

### **3.3 Pre-qualification**

**Documents:** Application for enlistment shall have to be made mentioning the group or group of items the supplier or contractor is interested along with:

- (i) Current trade license.
- (ii) E-TIN (Tax Identification Number) & PSR (Proof of Submission of Tax Return)
- (iii) Online VAT Registration Number.
- (iv) Press Declaration Certificate (printing and packages).
- (v) Bank solvency certificate/ 6 month's bank statement.
- (vi) All vendors must have valid bank account maintained with EBL
- (vii) List of existing and previous clients
- (viii) Company profile.
- (ix) Technical capacity (if applicable).
- (x) Profile of key management personnel.
- (xi) Valid official address.
- (xii) National Identification Number (NID) for Individual/Sole Trader.
- (xiii) Form XII from RJSC for Companies. (Private Ltd. Company only)

PC obtains the right to exercise exception by easing documentation on rational ground.

**Factors to be considered:** The following factors are to be considered when going for the enlistment:

- (1) **Business goodwill:** Business goodwill shall be considered before enlistment.
- (2) **Bona fide vendor:** The Bank will give priority to bona fide/original Manufacturer/Importer/Dealer/Agent during selection and enlistment of Vendors.
- (3) **Quality assurance:** Self-declaration from vendors containing a commitment to provide services/goods complying bank's standard would ensure vendor's commitment towards 'Quality Assurance'.
- (4) **Technical capacity:** Consider whether the supplier has the technical ability to make or supply the required product.
- (5) **Legal capacity:** The legal capacity shall be confirmed by a power of attorney. This document shall state that there is no existing order of any judicial court that prevent a person or firm or employees of a firm from entering into and/or signing a contract with the Bank.

- (6) **Manufacturing capability:** The suppliers manufacturing facilities are capable to supply the quality and quantity of the required goods.
- (7) **Reliability:** Only reliable and committed suppliers having proven track record will be enlisted. Reliability can be judged from reputation, track record and financial strength point of view.
- (8) **After-sales service:** For technical and technological items, after-sales service is preferred. However, this service should be weighed against commensurate cost involved.
- (9) **Supplier location:** It is preferable to enlist suppliers with convenient location so that they can send required items quickly without incurring unreasonable transport costs and can meet emergency requirements conveniently.
- (10) **Price:** The supplier should be able to offer competitive price. This does not necessarily mean the lowest price.
- (11) **Vendor sustainability:** Vendor sustainability (ability to continue as a going concern entity) must be assessed and rationalized especially for long-term post-sales warranty service and delivery of goods in due time.
- (12) **Communication:** The supplier shall have capacity to communicate appropriately with the Bank. It shall have the ability to enter into contract. The communication between the Bank and the supplier shall be open and in writing.
- (13) **Other Considerations:** Other factors such as credit terms, reciprocal business and willingness of the supplier to hold inventory should be considered. For ease of operations, vendors are encouraged to maintain account with EBL.

### **3.4 Enlistment of vendors**

After due examination and review, Purchase Committee shall recommend an updated and comprehensive list of eligible vendors to MD & CEO for final approval. Respective procurement departments will carry out the whole procedures of periodic enlistment under close supervision of the President of purchase committee.

As a mandatory condition of doing business with the bank, it is necessary that suppliers as well as their subsidiaries, agents, intermediaries and principals cooperate with the key regulators of the bank i.e. Bangladesh Bank/ NBR/ACC.

### **3.5 Validity of enlisted vendors**

Enlistment once made shall remain valid for a period of **Two (2)** years from the date of MD & CEO's approval.

### **3.6 Renewal of/additional/new enlistment**

After expiry of enlistment period, the concerned Procurement Department should request the Purchase Committee for evaluation of performance of existing suppliers and in addition, propose suitable names for fresh enlistment. The renewal of existing suppliers or fresh enlistment shall proceed as per Section 3.1, 3.2, 3.3 and 3.4.

Non-participation in consecutive biddings, failure to deliver on time or in required quality/quantity and bad market reputation among others may warrant PC for non-renewal or drop of an existing vendor.

Enlisted vendor list will be available in ‘EBL Home’ along with rate charts for use and lateral reference by multiple procurement depts.

### **3.7 Cancellation of enlistment**

Enlistment of vendors may be cancelled for the following reasons among others:

- (a) If a Supplier/Vendor fails to submit offer against 3 (three) successive tender enquiries or Request for Quotation (RFQ), or
- (b) If a Supplier/Vendor fails to fulfil his contractual obligations satisfactorily for two times in a year, or
- (c) If a Supplier/Vendor makes a written request for cancellation of enlistment, or
- (d) If carrying a particular name of Supplier/Vendor in the enlistment list risks reputation of the bank or is not considered desirable for any other reasons detrimental to bank’s interest, or
- (e) If the Supplier/Vendor refuses to execute the work after he has been awarded the task for two times in a year, in this case the security deposit shall be forfeited, or
- (f) If a Supplier/Contractor disqualifies any pre-qualification criteria as per Section 3.3, or
- (g) If the original Supplier/Vendor dies or becomes insolvent.

### **3.8 Procurement without enlistment**

Goods, works and services can also be procured from Suppliers/Vendors not listed with the Bank under the following events:

- (a) Goods and Services procured occasionally (once in 1/2+ years). For example:
  - Software
  - Land and Building
  - Construction of ATM booth at any restricted/secured zone etc.
- (b) Brand products procured from the manufacturer or sole distributor (i.e. EBL Sky lounges)
- (c) Procurement from Government organisations.
- (d) Foods
- (e) Seminar and Conference Hall or Event Venue
- (f) Discrete training/seminar materials (but not printing items)
- (g) Books, journals, periodicals
- (h) Any emergency procurement approved by MD & CEO.

### **3.9 Vendor ineligibility**

For any procurement or enlistment purposes, no contracts should be made with firms or persons against whom Anti-Corruption Commission (ACC) or any other competent authorities or person(s) has filed suit or who has history of immorality in the society or has been penalised for evasion of tax by NBR (National Board of Revenue) or any tax, Customs, VAT authority or who has been penalised for violation of contracts or any other similar cases by the competent court. EBL shall use publicly available sources for this kind of information if the bank is not specifically informed. Therefore, procurement department may seek opinion of ICCD for any existing regulatory restriction/penalty imposed on the vendor.

## **Chapter 4: Purchase Committee (PC)**

Purchase Committee (PC) of the Bank plays a central role for independent evaluation of competitive offers from bidders in order to select the most appropriate items (**worth BDT 300,000 or more**) based on price, quality and convenience. PC, however, is a recommending body for any purchase which does not have any financial authority as a committee. MD & CEO or Board (where applicable) can overturn PC recommendation for the greater interest of the Bank.

### **4.1 Structure and operations of PC**

The existing PC of the bank is constituted with **seven (7) members** as follows:

- (a) Additional Managing Director (AMD) (President)
- (b) Chief Technology Officer (CTO)
- (c) Chief Financial Officer (CFO)
- (d) Head of Administration & Security
- (e) Company Secretary
- (f) Head of Business Information Systems (BIS)
- (g) **Head of Digital Financial Services.**

*(Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025)*

A dedicated employee working under direct supervision of the President will be assigned to convene the meeting, record minutes of PC meetings, maintain procurement related MIS, will collect market information to verify competitiveness of vendors' offers and periodically report to PC. **At least five members shall form the quorum of any committee meeting and the President will preside the meeting** (a senior most personnel will preside the meeting in absence of President). All members have equal voting rights for reaching a decision. If attending members are divided equally in two sides, it shall be referred to MD & CEO for taking final decision.

In the event of any change in the organogram of the Bank, the Board of Directors shall review and re-constitute the committee as per recommendations from MD & CEO.

Usually PC will hold meetings fortnightly on regular scheduled dates. However, it can meet any time to meet any urgent procurement requirements. All relevant documentation should be prepared in advance for smooth functioning of the meeting.

The PC shall remain operational to that extent the Board deems appropriate. The committee may co-opt any official of the bank for any particular procurement or procurement related activity e.g. inspection of vendors premises.

The Recommendation of the PC shall not be rescinded by the approving authority without any significant and reasonable ground.

### **4.2 Functions of PC**

The PC shall be entrusted with performing following functions:

#### **(1) Enlistment of Vendors:**

- (a) Opening the sealed box of the applications
- (b) Listing of supplier wise documents
- (c) Evaluation of the authenticity of the submitted documents
- (d) Short list of the suppliers for physical verification
- (e) Submission of physical verification report to the Committee

- (f) Summary sheet for the applicant based on defined criteria
- (g) Performance evaluation of enlisted vendors during renewal.
- (h) Recommendation shall be made by the Committee
- (i) MD & CEO will approve final enlistment after discussion with the Committee members, if required.

**(2) Procurement of goods, works and services:**

- (a) To analyse quotations provided by the Procurement Department, and provide recommendation for approval by MD & CEO or BoD.
- (b) To ensure all documentation is accurate and complete.
- (c) To ensure that the quotations from vendors/service providers match with what was requested on the RFQ or RFP.
- (d) Seek clarification from vendors/service providers where necessary.
- (e) To request technical input from relevant staff of the Bank as required.
- (f) Ensuring transparency, accountability and fairness in the procurement process.
- (g) Ensuring all relevant documentation is prepared prior to PC meeting.
- (h) Involvement in the evaluation of quotation/proposal/tender.
- (i) Ensuring all necessary procurement procedures is properly followed.
- (j) To analyse complain/suggestions collected through designated e-mail id/complain/suggestion box or directly from stakeholders and may guide ICCD/HRD for appropriate action.

**(3) Others:**

- (a) PC shall ensure fair competition and price for disposal of any assets and stores of the Bank upon approval from competent authority.
- (b) Price of all the small-ticket items of recurring nature (stationeries, accessories etc.) must be fixed by the Purchase Committee for specific period.
- (c) AMCs (HW/SW) and Operational service contracts (i.e. Courier, SMS etc.) shall be reviewed each year by the PC to justify current price and utility.
- (d) Formation of sub-committee by Purchase Committee (PC) to resolve any special procurement/purpose.
- (e) A comprehensive database (MIS) of procurements/consumptions must be maintained by procurement dept. personnel in order to help PC taking informed decisions.
- (f) PC shall perform other functions assigned through the Terms of reference approved by the Board.
- (g) PC shall work strictly in compliance with the Policy and shall be accountable for its work to MD & CEO.

#### **4.3 Confidentiality of information**

Vendor enlistment procedures, awarding of works to vendors/suppliers/service providers and related decision shall be kept confidential by the Committee members before approval from MD & CEO/BoD. Before final approval from MD & CEO/BoD, all documents regarding enlistment procedure and selection of vendors/suppliers/service providers shall be kept under custody of the President of the Committee and after final approval these document will be handed over to the concerned Procurement Department.

# **Chapter 5: Solicitation**

## **5.1 Overview**

Solicitation is a request to vendors to offer a bid, quotation or proposal. Based on market conditions, the complexity and nature of the requirement, i.e. goods, works and services, and monetary value, the Bank uses a suitable solicitation method to solicit an offer from potential vendors in the form of shopping, request for quotation (RFQ); invitation for tender (IFT); or request for proposal (RFP). Location and urgency might also have an effect on the choice of solicitation method and the procedures to be followed.

The solicitation process is divided into the following steps:

1. Preparation of solicitation documents;
2. Approval and issuance of solicitation documents;
3. Tender period;
4. Submission, receipt, and opening of offers.

## **5.2 Solicitation methods**

Defining the solicitation method entails selecting the most suitable procurement method:

1. Determine whether to conduct a competitive solicitation process or whether the needs can be met through the use of an existing short/long term agreement with enlisted vendors.
2. If the need for a competitive solicitation process is established, select a solicitation method depending on complexity and estimated value of the requirement (see 5.2.1).
3. If the procurement requirement is related to expert services, select the solicitation method in accordance with 5.2.2.
4. Finally, select the type of competition. The Bank may go for open competition or invite enlisted vendors depending on the nature and complexity of the procurement activity. It is essential that the selected type of competition is economic, efficient and results ‘best value for money’.

### **5.2.1 Selection of solicitation method for goods, works and services**

Depending on the complexity and nature of the requirement and the value of the goods or services to be procured, the following solicitation methods shall be used:

- i. Shopping
- ii. Request for Quotation (RFQ)
- iii. Invitation for Tender (IFT)
- iv. Request for Proposal (RFP)

The following table gives an overview of various solicitation methods used for different requirements, the corresponding method of evaluation, and the required mode of submission of offers (one-envelope or two-envelope system).

| Requirement  | Solicitation method | Evaluation method                        | Envelope system                  |
|--|---------------------|--|----------------------------------|
| ≤ BDT 50,000   | Shopping            | Lowest price/most technically acceptable | No requirement for sealed offers |
| > BDT 50,000   | RFQ                 | Lowest price/most technically acceptable | Requirement for sealed offers    |
| Clearly and completely specified                     | IFT                 | Lowest priced, substantially compliant   | One-envelope system              |
| Cannot be quantitatively and qualitatively expressed | RFP                 | Cumulative analysis <sup>1</sup>         | Two-envelope system              |

<sup>1</sup> Best value (technical and financial) offer.

Common criteria for quotation/ bid/ proposal submission:

1. Quotations/bids/ proposal must be received in writing.
2. Bidders shall be requested to submit their quotations in a sealed envelope whether by post/courier or by hand delivery.
3. Quotations/bids/ proposal shall be stored in a closed door box placed in a common and secured place of the office under the custody of the Purchase Committee.
4. Inclusion of mandatory uniformity clause for financial quotations (i.e. similar specification, VAT & AIT inclusive/exclusive, etc.).

### i. Shopping

Shopping is an informal method of solicitation appropriate for procurement of readily available off-the-shelf goods, standard specification commodities or simple works or services worth up to **BDT 50,000**. Price fixation is done usually through verbal contact with potential suppliers by the respective Procurement Departments. Prices taken verbally must be written down carefully, dated and kept in the file.

### ii. Request for quotation (RFQ)

RFQ is used for the purchase of readily available standard goods, brand product, general goods, works (renovation, decoration etc.) and services and also goods, works or physical services of specialized nature available only with a limited (more than one) no. of suppliers. This method is used if a particular procurement is worth more than **BDT 50,000**.

The Procurement Department shall prepare a clear statement of the requirements (BOQ/BOM) specifying qualitative, quantitative and technical terms including time and place of delivery. When using an RFQ, at least three suppliers must be invited to submit a quotation. If it is not possible to obtain three quotations, the reason shall be recorded in writing and signed by the Procurement Department/ Purchase Committee.

It is mandatory that each RFQ have a clearly defined submission deadline and to be communicated to all prospective. All quotations must fulfil “Common criteria for quotation/ bid/ proposal submission” mentioned in Sec. 5.2.1.

Awards are made based on the ‘lowest priced/most technically acceptable offer’ evaluation methodology (see 8 Evaluation of submissions) by the Purchase Committee. However, reasons for awarding anyone other than lowest bidder must be clearly written by the procurement department which needs to be convincing to Purchase Committee.

### **iii. Invitation for Tender (IFT)**

Under IFT prospective suppliers are requested to submit a bid for the provision of goods or services. It is normally used when the requirements are clearly and completely specified. IFT may be published through suitable advertisement media including website of the bank. IFT is based on a one-envelope system, i.e. the financial and the technical components of a bid are combined in one single document. The basis for award is the best qualified vendor whose bid most conforms to the requirements in the solicitation documents and offers the lowest cost to the Bank. All quotations must fulfil “Common criteria for quotation/ bid/ proposal submission” mentioned in Sec. 5.2.1.

In order to ensure fairness and transparency, it is extremely important that all criteria to be considered in the evaluation are clearly defined in the solicitation documents and not altered after the solicitation documents have been issued.

### **iv. Request for Proposal (RFP)**

RFP is used for procurement of services and goods when requirements cannot be quantitatively and qualitatively expressed in the specifications when the solicitation is issued (e.g. consulting or similar services, purchase of complex goods where requirements may be met in a variety of ways and/or where service components are involved). An RFP is only required for procurement above **BDT 50,000** but can also be used for low value procurement (**below BDT 50,000**) if requirements are not clear and specific.

An RFP requests a technical proposal which offers a solution to the requirements specified in the solicitation document. A separate financial proposal indicating all costs associated with carrying out the technical proposal is also sought.

In response to an RFP, suppliers must submit the technical and financial details sealed separately (two-envelope system). The purpose of the two-envelope system is to make sure the technical evaluation focuses solely on the contents of the technical proposals without influence from the financial proposals. Financial proposals are opened in a separate session after the completion of the technical evaluation and shall, preferably, be opened by the same team that opened the technical proposal.

The evaluation criteria are established in the RFP by identifying the technical and financial evaluation factors and weightage of key areas of importance. In RFPs, technical quality is weighted more heavily than price considerations. (*The detail methodology of technical evaluation of RFP process included in Annexure – 4*)

In order to ensure fairness and transparency, it is extremely important that the method of evaluation and the evaluation criteria are clearly defined in the RFP documents. Purchase Committee (PC) may invite technical evaluation team on ad-hoc basis to better understand the evaluation criteria used and suggest changes (if any).

### **5.2.2 Selection of solicitation method for expert services**

The Bank may require procurement of expert services i.e. intellectual and professional services on non-recurring basis depending on the circumstances. Expert means both individuals and firms. For examples:

- General banking consultant/advisor
- Legal advisor/solicitor
- Tax consultant/advisor
- Trainer for training the employees
- Statutory audit services by the eligible external audit firms
- Internal audit services by the external audit/other firms
- Architectural and engineering designer/expert
- ICT consultant/advisor
- Development of banking applications and solutions
- Independent reviewer individual(s)/firm(s) for special assignment/review
- Policy maker/developer
- Other expert services

Requests for Proposals (RFP) method shall be used for procurement of expert services i.e. intellectual and professional services.

### **5.2.3 Direct purchase/contracting in specific cases**

When a Procurement Department faces any binding situations as mentioned below, it can go for direct purchase/contracting:

- (a) **Single supplier:** Due scarcity & technical superiority of supplier the goods, works or services can be supplied or provided only by one tenderer.
- (b) **Sole distributor or manufacturer:** When it is reasonable (mainly the price) to procure goods or services from sole distributor or directly from manufacturer.
- (c) **Additional deliveries/works:** For additional supply of goods or completion of works by the original supplier in addition to original

quantity ordered/received (rationalized by economy or efficiency) in a binding circumstances, MD & CEO may be authorized to approve additional expense for justified reasons up to 10% of the original contract amount approved by the BoD.

- (d) **Continuation of services:** For continuation of services, where the original contract has been satisfactorily performed and the continuation is likely to lead to gains in economy and efficiency, MD & CEO may be authorized to approve additional expense for justified reasons up to 10% of the original contract amount approved by the BoD.
- (e) **Perishable items/commodities:** For occasional purchase of perishable items/commodities such as fresh fruit, vegetables or other similar items which are purchased on market terms.
- (f) **Choice of specific brand/vendor:** The bank may go for any item (e.g. physical, branding, creative design/works, and aesthetics) that best suits the image or reputation of the bank and can be procured from certain selective vendor/brands. However, procurement department should put utmost efforts to enlarge supplier base to lessen dependency on a single supplier for long.
- (g) **Catastrophic event:** In a catastrophic event/situations (as declared or decided by competent authority), there may be an urgent need for some specific goods, works or services but due to time constraints it becomes impractical to use other methods of procurement.
- (h) **Urgent/unforeseen requirements:** A Procurement Department may also use Direct Contracting for the purchase of readily available standard low value goods, goods/works/services of urgent need, and when other procurement methods are not suitable for any procurement. Consent to be taken from competent authority having appropriate financial authority.
- (i) **No response under RFQ:** If no response is received against a RFQ enquiry, if the quoted price appears to be excessive and if re-tendering is likely to cause delay in procurement, direct tender enquiry may be made to the bona-fide dealers/stockists/traders as per the consent of Purchase Committee.
- (j) **Procurement from Government-owned industry/factory:** A Procurement department may choose the limited tendering method or the Direct Contracting method for purchase of goods and related services from a Government-owned industry/factory (sole supplier).

Taking post-facto approval from competent authority is allowed in any of the above cases ONLY when the procurement department has justifiable reasons for not taking prior approval.

## **5.3 Emergency procurement**

In orderly situations, all the procurements of the bank must be undertaken in compliance with the procedures outlined in this policy.

However, the bank may allow exceptions when unforeseen or emergency situations in bank operations do not permit procurement to be undertaken complying formal methods of solicitation. Emergency procurement simply refers to any purchase made in a shortest possible notice to meet a binding requirement triggered by an unforeseen event/situation. Some emergency situations that warrant exceptions should also follow the standard process as practical as possible to ensure best value for money (by comparing competitive offers etc.).

For the following situations (but not limited to) the bank may go for emergency procurement:

- Sudden calamities such as earthquakes, heavy rainfall, floods, fire, cyclone and similar unforeseen disasters;
- Sudden political unrest, riots and similar unforeseen events;
- Unforeseen operational hazards which may disrupt routine operations of the bank;
- Quick rejoinder to protect the goodwill and image of the Bank.
- Other event(s) that in the opinion of Purchase Committee/MD & CEO would fall under the definition of a genuine emergency situation.

Procurement dept. must justify the rationale of any emergency procurement to the President of Purchase Committee/MD & CEO before proceeding.

## **5.4 Solicitation documents**

While the details and complexity of solicitation documents may vary according to the nature and value of the requirements, each solicitation must contain all information and appropriate provisions that are necessary for vendors to understand Bank need and to prepare a meaningful offer. Thus, the solicitation documents must include all information concerning a specific procurement activity and be as concise as possible.

Solicitations are written documents consisting of the following components:

1. Letter of invitation and instruction to bidders;
2. Requirement specifications (schedule of works);
3. Contractual information;
4. Offer submission forms.

The following kinds of information should be included in the various components of the solicitation documents.

### **5.4.1 Letter of invitation**

- (a) **Invitation to offer:** This shall include reference to the specific procurement activity, and a list of supporting documents issued as per requirement.

(b) **Deadline for submission of offers:** The date, time and place for submission shall be clearly stated, together with the location, date and time for the opening of offers (if public).

1. The deadline for submission shall allow a vendor a sufficient number of days to prepare and submit an offer. The following table shows the minimum solicitation periods (excluding the issue date but including the closing date).

| Solicitation Method | Requirement               | Minimum bidding time in working days |
|---------------------|---------------------------|--------------------------------------|
| RFQ                 | Goods, works and services | 5                                    |
| IFT & RFP           | Goods, works and services | 10                                   |

2. If due cause exists, the Procurement Department can authorize a shorter solicitation period with proper justification. However, for works, a shortened bid period is usually not recommended. This is especially true for large works and lump sum contracts as in both circumstances a bidder will need to calculate quantities.

(c) **Instructions for preparation and submission:** In order to convey all relevant instructions governing the preparation and submission of offers, the instruction shall include a list of documents required to form a complete offer, as well as notice to suppliers that non-compliant offers may be rejected. A compliant offer is one that conforms substantially to all terms, conditions and specifications in the solicitation documents.

Further, the instructions should always include:

1. Mode of submission (electronic, hand-delivered, mail, fax);
2. Address/email;
3. Instructions on offer packaging, e.g. sealed, number of copies, two-envelope system, etc.

(d) **Description of the procurement activity:** This shall include all information necessary to prepare a responsive and meaningful offer, i.e.

1. The context of the procurement activity;
2. The intended purpose of the procurement activity.

(e) **Currency of offer:** The instructions shall indicate in what currency (e.g. BDT, USD) the prices of the offer must be quoted.

(f) **Language:** The solicitation documents as well as the offers/contracts shall be prepared in English/Bangla and it shall govern the contractual relations between the Bank and the supplier.

- (g) **Instructions on offer validity:** Suppliers shall be requested to keep their offers valid for a specified number of days allowing time for evaluation of offers and award of contract.
- (h) **Method of evaluation and the evaluation criteria:** It shall be clearly stated in the solicitation documents how contracts will be evaluated. (i.e. lowest price, most technically acceptable offer, suitability with Bank's standard and any other critical analysis).
- (i) **Errors and discrepancies in the price component:** The solicitation documents shall define how discrepancies and errors in the price component will be handled.
- (j) **Payment terms:** The solicitation documents shall specify the payment terms. The detail mode of payments (advance, phase by phase, partial etc.) shall be included in the contract documents.
- (k) **Modifications:** The solicitation documents shall stipulate that any additional information, clarification, correction of errors or modifications of bidding documents will be distributed and detailed in a written notification to all vendors prior to the deadline for receipt in order to enable vendors to take appropriate actions.

Similarly, all vendors shall be informed of the right to modify or make corrections to bids or proposals, provided that any such modification or corrections are received by the Bank in writing prior to the time specified for submission of offers.

- (l) **Bid/proposal security, if applicable:** When used, the bid security shall be in the amount and form specified in the bidding documents. The bid security shall remain valid for a period that provides sufficient time to the Bank in the event the security has to be cashed. A bid security shall be released to unsuccessful bidders once the contract has been signed with the winning bidder.

Calculation of the value of a bid/proposal security shall consider the costs of evaluating offers and re-tendering. A bid/proposal security shall always be stated as a specific lump sum rather than as a percentage of the bid amount. Securities represent a cost to the bidder and therefore it is essential that they are set at a level that will not discourage participation in the tender process.

#### **5.4.2 Requirement specifications**

- (a) **Technical specifications:** In order to prevent misunderstandings and disagreements with suppliers at the time of contract execution, it is important to clearly state and describe the performance expected from the supplier.

The technical specifications shall clearly describe Bank's requirements with respect to quality, performance, safety, dimensions, symbols, terminology, packaging, marking and labelling or the processes and methods for production and requirements relating to conformity assessment tests.

Thus, the Procurement Department shall prepare a clear requirement document (BOQ/BOM) specifying expected quality, quantity, terms as well as other special technical/standard requirements.

- (b) **Delivery date or start/completion date:** Delivery dates for goods and starting/completion dates for providing services/works should be mentioned.
- (c) **Destination and mode of transport:** When procuring goods, the destination(s), and mode(s) of transport, shall be included. For services and works, destination/location shall be specified.

## 5.5 Invitation of vendors

After the solicitation documents have been prepared and completed, the following steps shall be undertaken before the documents are distributed.

### 5.5.1 Approval of solicitation documents

The solicitation documents shall be reviewed and signed by the Head of respective Procurement Department.

### 5.5.2 Distribution of solicitation documents

The solicitation documents shall be issued and distributed simultaneously to all relevant suppliers, by courier or email, and be made available electronically on the E-Tendering portal/ website of the Bank, if applicable. They may also be made available to all interested suppliers upon request.

In a limited competitive process, where only selected suppliers may participate in the solicitation, the solicitation documents shall be made solely available to short listed suppliers.

### 5.5.3 Tender period

The time period from the issuance of solicitation documents to the submission deadline is referred to as the tender period. The deadline for submission shall allow a vendor a sufficient number of days to prepare and submit an offer.

### 5.5.4 Amendments to solicitation documents

At any time before the deadline for submission of offers, the Bank may, for any reason, whether on its own initiative or following a request for clarification by a supplier, modify the solicitation documents.

Amendments to solicitation documents shall be approved by the Head of respective Procurement Department and shall be made within a reasonable time before the deadline for submission of offers in order for suppliers to address changes in their offers. In certain cases, amendments will justify an extension of the submission deadline. This shall be assessed on a case by-case basis. The amended documents shall be distributed to all relevant suppliers simultaneously.

#### **5.5.5 Cancellation of the solicitation process**

The Bank reserves the right to cancel a solicitation without recourse at any time during the solicitation and evaluation process and prior to contract award. The Purchase Committee in consultation with the related Procurement Department shall approve all cancellations. Conditions that may give rise to a cancellation are:

- (a) The justification for the initial solicitation is no longer valid;
- (b) The requirements require material revision;
- (c) The tenders, proposals or quotations submitted are not substantially responsive.
- (d) There is a substantial variance between the lowest bid and cost estimates.

In the event a tender is cancelled, all bidders shall receive written notification. The Bank shall reserve the right to discard such bids unopened without further notice to the bidders. Further, the process for handling bids in the event of a cancellation shall be clearly stipulated in the bidding documents. The Procurement Department shall make sure that all bid securities are returned to the bidders.

#### **5.6 Communication with vendors**

During the tender period, no communication regarding the contents of the solicitation documents or proposals is permitted between potential suppliers and the Bank, except through the methods of handling queries as described below.

Queries from vendors shall be handled through written correspondence. Vendors requiring clarifications to the tender documents shall submit their queries in writing to the Bank. The Procurement Department will prepare and dispatch written replies to such queries, and make all replies known, together with the text of the queries, to all suppliers at the same time, without referencing the source of the queries.

#### **5.7 E-tendering**

The Bank may give bidders the opportunity to submit their offers by email/web portal. Besides being environment friendly, this mode can enhance effectiveness and transparency of the procurement process.

EBL's official website can be used as communication channel for 'Tender invitation'. Later, ICT may develop an automated platform for ease and transparency of procurement functions.

For electronic submissions, a dedicated email address or official website/portal shall be set up, and it shall be clearly stipulated in the solicitation documents that offers sent to any other email will be rejected. Individuals not directly involved in the procurement process, and duly authorized by Purchase Committee, shall have sole access to the secure email. This implies that the email shall be password protected. Bids received via email/ web portal shall not be printed prior to the deadline or official opening in order to avoid compromising their confidentiality.

Also, the distribution of solicitation documents may be performed electronically. Here, the guiding principle remains the same: the fair treatment of all suppliers, i.e. invitees must receive the same information at the same time.

The deadline stated in the solicitation document applies equally to hard copy and electronic tender submission. In case of bid submission by email to the Bank, the receipt time stamp shall be the date and time when the submission has been received in the dedicated EBL inbox. The Bank shall not be responsible for any delays caused by network problems etc. It is the sole responsibility of bidders to ensure that their bid is received by the Bank in the dedicated inbox or fax on or before the prescribed tender deadline.

The detail of E-procurement through E-tendering system has been described in detail in Annexure 4.

## **Chapter 6: Processing Vendor Documents/Submissions**

### **6.1 Receipt and safeguard of vendor application/information**

It is the responsibility of vendors/suppliers to ensure that offers are submitted to the Bank in accordance with the stipulations in the solicitation documents. Submissions can be received through dedicated email/web link/web portal. If offers are delivered by hand, the Bank shall issue a receipt stating the date and time of delivery.

All bids or proposals shall be registered in Tender/Offer Opening Record Sheet (see Annexure 5: Tender Opening Record Sheet) with time and date of receipt, and placed in a locked container/box, such as a cabinet or safe, until the opening of offers. Access to the container shall be limited to personnel not directly concerned with the procurement function and duly authorized by the Convenor of the Purchase Committee.

Offers received through dedicated email shall be treated with the same degree of control as offers received by post or by person. In particular, individuals directly concerned with the procurement process shall not have access to the offers until the time of bid opening.

### **6.2 Modification and withdrawal of submissions**

#### **6.2.1 Modification of submissions**

Bidders may modify their offers in writing prior to submission deadline. The modification shall be submitted as per the submission instructions, and shall be treated like any other offer by EBL.

#### **6.2.2 Withdrawal of submissions**

Withdrawal of submissions by the vendors can only be accepted if the Bank is notified in writing prior to the announced deadline for submission of offers. The withdrawn offer shall be separated from the other bids/proposals prior to bid opening, and shall not be opened.

Withdrawal of submissions after the announced deadline shall in principle not be honored. If the supplier is able to justify the withdrawal of its submission, the Bank may accept withdrawal after the submission deadline. An acceptable justification could be the lack of capacity to undertake the Bank assignment due to selection for other assignments in the same time period.

### **6.3 Late and unsolicited submissions**

#### **6.3.1 Late offers**

The Bank generally shall not accept offers after the stated deadline for submission. However, the President of PC may allow flexibility in timing for submission of bids on rational ground with full assurance of avoidance of any conflict of interest.

### **6.3.2 Unsolicited offers**

The concept of unsolicited offers applies only in limited tender processes, i.e. when a number of selected vendors are short-listed and invited for bidding. Unsolicited offers, i.e. offers from vendors that the Bank has not invited, may be accepted as long as the vendor complies with all the requirements of the solicitation documents (i.e. the deadline for submission of offers, the mode of submission, and all other requirements).

Acceptance of unsolicited offers is entirely at the discretion of the PC, and only the best interest of the Bank shall guide the possible acceptance of an unsolicited offer. If accepted, the unsolicited offer shall be evaluated along with other offers.

## **6.4 Opening and recording of submissions**

The opening of offers shall be handled transparently in order to ensure that only valid offers are evaluated and that all vendors are treated in a fair and non-discriminatory manner.

Offers shall be date stamped and opened immediately after the deadline for submission or shortly thereafter. The address for submission and the one for opening of offers shall be the same or at least close to each other.

If during the solicitation period the same bidder submits several superseding offers, only the last received shall be opened.

Until offers are opened, they shall be kept in a secure and locked position by the individual in charge of receiving bids and shall be handled in a confidential manner. Offers shall not be shared with the procurement official until bid opening is completed.

### **6.4.1 Tender opening committee**

The tender box shall be opened by the Tender Opening Committee (TOC)/persons nominated by Purchase Committee.

The Tender Opening Committee shall be provided in advance with a summary of the tendering requirements and all related details, inter alia, the tender due date, tender reference and title, solicitation method, as well as the offer receipt report. Offers cannot be rejected or invalidated at the time of opening by the Tender Opening Committee. However, the Tender Opening Committee shall reflect any inconsistencies noted in the bid/tender opening report, e.g. late offers.

Offers shall be initialled/signed and dated by all members of the Tender Opening Committee. Handling of offers is by default confidential, and it is essential that all information gained in the process be kept confidential.

The following forms are to be maintained:

- Tender Opening Sheet/Register (Annexure 6)
- Purchase Committee Register/Comparative Statement (Annexure 8)

To open tenders on sealed quotations regarding ICT & Project related issues ‘singly by any one’ of the following three senior executives:

- a) Managing Director & CEO;
- b) Additional Managing Director (AMD) &
- c) Company Secretary.

## **6.5 Rejection of submissions**

Only the Purchase Committee in the solicitation process may reject non-responsive or invalid bids and proposals. Late bids and modifications that are not considered shall be held unopened – unless opened for identification – until after award and then retained with other unsuccessful bids.

Offers shall be rejected if:

- Received through any other mails other than the designated email specified in the solicitation documents.
- Received at any other location or by any person other than specified in the solicitation documents.
- Received after the deadline for submission of bids stated in the solicitation documents.

## **Chapter 7: Evaluation and Awarding Jobs**

### **7.1 Overview**

Upon receipt and opening of offers, the evaluation of offers shall be conducted according to the evaluation criteria and method defined during the preparation of the solicitation documents and clearly established in these documents. Under no circumstances can new or revised evaluation criteria be introduced during the evaluation of offers nor can the method of evaluation be changed.

In the event that these conditions are unlikely to be met, bidders can be requested to extend the validity of their bid or proposal. Written notification shall be issued to all bidders.

To maintain transparency and fairness in the procurement process, evaluation of bids and proposals takes place in various stages.

1. **Tender Opening Committee/Nominated person of PC:** Opens offers (quotation, tender and proposal) and highlights any inconsistencies, late receipt of submissions, and any other compliance issues in the tender opening report.

Quotations not bound to PC (purchase worth more than BDT 50,000 but less than BDT 3 lac) must be opened, sealed and signed by PC representative.

2. **Purchase Committee:** Does a comparative analysis, checks and ensures compliance with tender instructions, adherence to deadlines and overall suitability of each offers received. In case of IFTs, PC conducts financial evaluation in cooperation with technical subject matter experts (e.g. project manager, engineer, etc.) as appropriate; in case of RFPs, once financial proposals have been opened, conducts preliminary financial evaluation for discussion in cooperation with technical subject matter experts (e.g. the project manager, engineer, etc.). The technical evaluation team shall draft an evaluation sheet/note to be included in the evaluation report and forwards it to the Purchase Committee. For procurement of general goods, works and services, Purchase Committee shall finalize the evaluation and recommend a vendor for award by the Competent Authority of the Bank.
3. **Technical evaluation team (TET):** At EBL technical evaluation team is formed on ad-hoc basis based on the nature and complexity of works and expert services for making technical evaluation of submissions in accordance with the defined criteria and method and weighting, as the case may be, outlined in the solicitation documents.

### **7.2 Evaluation committees**

At EBL, evaluation is done by the Purchase Committee. As per requirement (i.e. nature and complexity of works and expert services), Technical Evaluation Team (TET) may be formed on ad-hoc basis drawing suitable people from relevant departments (including outside experts, if required).

The TET is primarily responsible for the evaluation of the technical offer. The job of the TET is to verify that vendors and their offers satisfy the requirements of the solicitation documents and to evaluate offers according to the predefined evaluation criteria. The TET members shall be appointed, in writing (e.g. through email), by the Purchase Committee to provide objective and independent advice based on their knowledge of the specific subject matter. An experienced individual, appointed by the Purchase Committee, shall chair the TET.

### **7.3 Evaluation criteria**

Evaluation criteria are normally divided into the following categories:

- Formal compliance criteria (see 7.5 Preliminary screening)
- Supplier pre-qualification and eligibility criteria (see 7.7.1)
- Technical criteria (see 7.7 Technical evaluation)
- Financial criteria (see 7.6 Financial evaluation)

### **7.4 Evaluation methodology**

Depending on the method of solicitation, various evaluation methodologies will apply. The evaluation methodologies used for the respective methods of solicitation are presented in the following table:

| Solicitation method | Evaluation method                        | Envelope system                  |
|---------------------|--|----------------------------------|
| Shopping            | Lowest price/most technically acceptable | No requirement for sealed offers |
| RFQ                 | Lowest price/most technically acceptable | Requirement for sealed offers    |
| IFT                 | Lowest price, substantially compliant    | One-envelope system              |
| RFP                 | Cumulative analysis <sup>1</sup>         | Two-envelope system              |

<sup>1</sup> Best value (technical and financial) offer.

#### **7.4.1 Lowest price/most technically acceptable offer**

This method of evaluation is used when solicitation is made through the shopping methodology or RFQ. When using this methodology, price serves as the overriding evaluation criterion upon which to award a contract. However, in order to provide a more flexible method for selecting vendors, the evaluation methodology allows various considerations to be taken into account.

The technical advantages offered by a higher priced quotation may in certain cases justify selection of an offer other than the lowest priced. The selection of a vendor other than the one offering the lowest price requires proper justification: this shall be documented on file and reasons for not choosing the lowest priced offer shall be included in the request for award signed by the Purchase Committee.

#### **7.4.2 Lowest price, substantially compliant offer**

This method of evaluation is used when solicitation is made through an IFT. The lowest price, substantially compliant offer methodology consists of the following steps:

1. Determining which offers are substantially compliant, and rejecting noncompliant offers. Only bids offering goods/works/services meeting or exceeding the requirements in the specifications and the pre-qualification/eligibility requirements shall be considered substantially compliant.
2. Choosing the lowest cost offer among the substantially compliant offers.

This method of evaluation is applied pursuant to a one-envelope solicitation under an IFT where bidders submit one offer that includes all technical and financial information.

**Test of compliance:** Compliance in this context refers to whether or not the offer substantially meets the quantitatively and qualitatively defined criteria as per the requirements (specifications/ TOR etc.) and other qualification criteria as stated in the solicitation documents. If the offer complies with all the criteria specified in the solicitation documents such as pre-qualification and eligibility requirements, the offer is deemed substantially compliant.

**Selection of the lowest price, substantially compliant offer:** When compliance has been tested, and non-compliant offers have been eliminated from further evaluation, the Bank shall select the lowest price, substantially compliant offer.

Only the price factors stated in the solicitation documents will be considered in the financial evaluation.

#### **7.4.3 Cumulative analysis methodology**

Under this method, a total score is obtained from the combination of weighted technical and financial attributes of proposals. Proposals are evaluated and points granted based on how well they meet the criteria defined in the solicitation documents.

The method requires a two-envelope procedure where bidders are requested to submit their technical and financial offers separately in two sealed envelopes. The evaluation of the technical offers shall be completed prior to opening and evaluation of the financial offers.

Detail methodology of technical evaluation of RFP is mentioned in Annexure – 4

The financial offer shall be opened only for those offers where the scores in the technical evaluation meet or exceed the stated/expected threshold level. For those offers where the technical proposal does not reach the minimum specified score, the corresponding financial offer is not eligible for further consideration.

The proposal obtaining the overall highest score after adding the score of the technical and financial proposals is the one that offers best value for money.

## 7.5 Preliminary screening

In order to avoid spending resources on the evaluation of invalid offers, the procurement official and Purchase Committee responsible for the respective procurement exercise shall eliminate offers containing material deviations to the formal compliance criteria stipulated in the solicitation document at an early stage of the evaluation process by performing a preliminary examination of offers (see 7.8.1 Deviations).

Examples of formal compliance criteria are:

- The bid/offer is to be duly signed by the vendor or its authorized representative. Any signature other than the authorized representative shall be verified.
- The offer is accompanied by the required securities when applicable. The required securities are compliant in terms of wording, amount and/or validity period.
- The supplier is eligible, e.g. duly enlisted if pre-enlistment is a requirement, not suspended by the Bank, if such requirements exist.
- The goods or services offered are of eligible origin.
- The offer is accompanied by the required documentation.
- The offer covers the requirement in full.
- The offer includes evidence of acceptance of other important conditions, e.g. performance security, warranty, delivery schedule and payment terms.
- Quotations/offers must reflect VAT & AIT included price.

Offers not meeting the formal compliance criteria will be rejected. Once the preliminary examination of the offers has been made, verification of qualification requirements and technical and financial evaluation are then carried out. PC may allow flexibility in timing for submission of bids on rational ground with full assurance of avoidance of any conflict of interest.

## 7.6 Financial evaluation

Financial evaluation is the process of comparing the offers with the financial criteria stipulated in the solicitation documents and is carried out by the Purchase Committee in cooperation with the technical subject matter expert, e.g. project manager or engineer.

Price is an important financial evaluation criterion, but the weight of the price depends on the applicable evaluation methodology. For services and works, a template for breakdown of cost should be provided, e.g. in the bill of quantities (BOQ) for works. In all cases, the required breakdown as well as the evaluation criteria shall be clearly stated in the solicitation documents.

In case of one-envelope solicitation method under IFT, prices of bids found to be responsive further to the preliminary examination and technical evaluation shall be compared.

For the two-envelope methodology, the price is evaluated only for those bidders that qualify technically. When using the cumulative analysis evaluation methodology, the score of the financial proposal is calculated as per this methodology.

## 7.7 Technical evaluation

Technical evaluation is carried out by the TET assigned by the Purchase Committee. Vendors qualifying technical evaluation threshold shall only be considered for financial evaluation in case of any purchase that involves technical evaluation. Detailed methodology and scoring criteria for technical evaluations of RFP are mentioned (Annexure-4).

### 7.7.1 Supplier pre-qualification and eligibility criteria

All submissions found substantially compliant with the formal criteria as per clause 7.5 ‘Preliminary Screening’ will go through subsequent evaluation as follows:

- For IFTs, pre-qualification and eligibility criteria are evaluated prior to technical and financial evaluation.
- For RFPs, pre-qualification and eligibility criteria are evaluated as part of the technical evaluation with the appropriate weighting and scoring assigned as per the RFP. Financial evaluation will be carried out separately on those proposals reaching the assigned minimum number of points.

The identified bidders are checked against the qualification criteria established in the solicitation document and the related specifications, TOR, Statement of Work for goods and services or the schedules for works. This is to ensure that the bidder is technically qualified and capable of successfully completing the contract, i.e. the entity is financially solvent, has the required experience, has sufficient production capacity, and has good standing in the public.

For the sake of fairness and transparency, the solicitation documents shall clearly state the pre-qualification/eligibility requirements:

- The minimum qualification criteria and the extent of the supplier qualification.
- Offers that do not meet the pre-qualification and eligibility criteria will be rejected.

The TET reviews all technical and qualification criteria. Depending on the nature and complexity of the procurement to be undertaken, technical and qualification criteria may be summarized in a few lines or comprise a long and precise description.

Technical and qualification criteria consist of requirements to be met by the bidder, such as but not limited to:

- Technical compliance to specifications.

- Previous experience in a similar field and with the same or similar type of requirements.
- Minimum requirements regarding value of previous contracts.
- Minimum financial profitability and liquidity ratios.
- Available capacity and equipment to undertake the assignment.
- Availability of after sales services.
- Qualification and experience of proposed personnel.

### **7.7.2 Technical evaluation of tenders**

Tenders received in response to a one-envelope solicitation under IFT shall be rejected when they contain material deviation, i.e. when the specifications of the items quoted vary in one or more significant aspect(s) from the minimum required technical specifications.

Once the Purchase Committee in cooperation with technical subject matter experts has completed the financial evaluation for all tenders that passed the preliminary examination stage, a comparative statement containing bid prices shall be prepared. The TET may then decide to admit to technical evaluation consisting of a number of lowest bids. The number of lowest bids is decided by the technical evaluation team and normally comprises the three to five lowest bids.

### **7.7.3 Technical evaluation of proposals**

In the case of two-envelope methodology, the technical proposal submitted by any bidder would be rejected if the bid does not obtain the minimum required number of points to qualify. The corresponding financial proposal shall be retained unopened in the procurement file. However, any bid security or guarantee shall be returned. The respective Procurement Department shall ensure that the bid security received against any unsuccessful submission be returned to the bidder promptly following contract award to the selected bidder.

## **7.8 Further aspects of evaluation**

### **7.8.1 Deviations**

The bank will maintain fairness and transparency and ensure that offers are rejected only whenever any deviation to the requirements is material. A material deviation is one that:

- Would affect in any substantial way the scope, quality, or performance of the goods and related services specified in the contract.
- Would limit in any substantial way, by contradicting the bidding documents, the Bank's rights or the bidder's obligations under the contract.

To this end, the TET and the Purchase Committee will have a clear understanding of what represents a material deviation. During examination of the offers, consistency shall be applied when determining whether or not a deviation is material.

## **7.8.2 Review of offers received in situations of direct contracting**

Direct contracting refers to engaging a supplier or contractor to supply goods, services or works without competition. In such cases, the contract is negotiated directly with the supplier.

The offer from the supplier shall nevertheless be submitted in writing, based upon information provided by the Bank. The offer shall be evaluated according to established criteria for evaluation, i.e. in the same manner as a competitive selection process.

The purpose of such evaluation is to assess whether the offer is of an acceptable quality at a justifiable price. In order to ensure the quality of the offer, it shall be evaluated as substantially compliant/non-compliant, and the offer would only be accepted if considered substantially compliant.

## **7.8.3 Justification of price**

A financial evaluation shall be undertaken in order to establish reasonableness of prices quoted in an offer in any situation where only one or two offers have been received or when competition has been limited. A number of criteria can be used to determine whether or not the price is fair and reasonable, such as:

- Comparison with market price (i.e. prices offered by other suppliers of the same or similar product or service).
- Comparison with catalogue or list price.
- Historical price, i.e. compare the current price to a price paid in the recent past for the same or a similar product.
- Whether the offer is similar to that for another comparable customer.
- If the offer is custom-built, whether the cost breakdown of the offer shows that the price is fair and reasonable.

If, after price/cost analysis, the financial evaluation team i.e. the Purchase Committee does not consider the price to be fair and reasonable, the Bank shall seek competition or negotiate with the supplier in an attempt to lower the price.

## **7.9 Discussion with vendors**

### **7.9.1 Complaints and representations**

Replies to representations and complaints made by bidders during (and after) the evaluation process shall be in line with what may or may not be disclosed, as stated in the solicitation document. Depending on the nature of the complaints and representations received, the Procurement Department may communicate to any tenderer the grounds for its rejection if it does not hamper the goodwill of the Bank, but it is not required to justify those grounds.

### **7.9.2 Replacement of missing document**

Only historical or original versions of those documents that have already been provided, with the exception of those documents that shall be supplied in original form by the bid receipt deadline, e.g. bid securities, may be submitted by bidders. All correspondence with vendors will be in writing (email is acceptable) and shall form part of the procurement record.

### **7.9.3 Negotiations**

Negotiations are discussions with a potential vendor after selection but prior to award of contract, with the purpose of ensuring best value for money for the Bank without compromising the principle of fairness and equity to all vendors. Negotiations with the vendor are carried out according to certain procedures, depending on the method of solicitation that is selected. Negotiations regarding the terms and conditions of a contract between the Bank and a vendor are treated as a separate issue in Chapter 8: Contracts with vendors/suppliers. Negotiations are confidential between the Bank and the vendor and neither party may reveal information relating to the negotiations.

For procurement value within MD & CEO's approval authority, representatives from Purchase Committee as well as respective procurement dept. shall be involved in all negotiations with vendors.

Negotiation instruction of BoD shall be carried out jointly by the head of procurement dept. and President of the PC if not otherwise specified.

## **7.10 Recommendation**

Recommendation for award shall be accompanied by an evaluation report (e.g. Comparative Statement). Results of the evaluation of offers and vendor qualification shall be documented in an evaluation table and summarized in the evaluation report.

The evaluation report documenting the evaluation process shall be signed by the attended members (at least four members out of six members) of the Purchase Committee and TET (if applicable), initialled on every page (except for historical annexes such as the IFT/RFP, amendments, clarification notes etc.) and kept on file for future reference. The evaluation report shall be dated and the name of each signatory shall be printed under the signature. The evaluation report will later be used as the basis for the recommendation of award. Any rejection, non-compliance, and clarifications of offers shall be clearly stated, including a list with the final ranking of the offers and the reasoning behind the selection of the winning offer.

In the case when the evaluation methodology is 'lowest price/technically acceptable offer' or 'lowest price, substantially compliant offer' particular attention shall be given to ensure that the reasons for disqualifying offers with prices lower than the selected offer are clearly stated in the report.

The evaluation report is a confidential document and shall not be distributed to individuals other than those involved in the respective procurement process.

## **7.11 Awards**

Contracts are awarded by the competent authority as per the Financial Delegation of Authority of the Bank, based on recommendations from the Purchase Committee.

The relevant Procurement Department shall keep a note to the file or request for award on file for future reference, together with the signed award or the justification not to award. The minutes of the Purchase Committee and signed recommendations by the Purchase Committee shall be kept in the file.

The Bank can enter into a contractual obligation with the supplier only after official award of contract by the Competent Authority and fulfilment of any conditions to that award.

### **7.11.1 Identification of the winning offer**

Identification of the winning offer shall always be in accordance with the evaluation and award criteria stated in the solicitation document.

When using the ‘lowest price/technically acceptable’ methodology (except when emergency procurement procedures are used) the lowest price offer determined to be compliant is generally selected as the winning offer. However, this methodology offers the flexibility of selecting the most compliant technical offer should none of the offers be fully technically compliant. Selection of a higher priced offer can be justified and the technical qualities of the selected offer by far surpass those of the lowest priced offer. Selection of any offer other than the lowest priced one requires properly documented justification.

When using the ‘lowest price, substantially compliant offer’ methodology, the winning offer is the lowest priced offer determined to be substantially compliant.

When using the ‘cumulative analysis’ evaluation methodology, the total score obtained, including both technical and financial proposals, is calculated for each offer. The offer with the highest overall score is the winning offer.

## **Chapter 8: Contracts with vendors/suppliers**

### **8.1 Overview**

A contract is a written, legally binding agreement between the bank and a vendor, which establishes the terms and conditions, including the rights and obligations of the bank and the supplier. A contract may take different forms, e.g. agreement, Work Order, memorandum of understanding, letter of intent etc.

### **8.2 Contract preparation**

Upon signature of the contractual document by both parties, the contract is legally binding. Contracts shall be awarded within the offer validity period. If it is not possible to award the contract within the original period of offer validity, an extension of the offer validity period shall be requested from all bidders. Extensions shall be requested as early as possible to allow bidders sufficient time to produce a new valid bid/proposal security before the expiration of the original.

### **8.3 Contract discussions and negotiations with vendors**

The purpose is to clarify any remaining issues that are not defined by the requirements in the solicitation documents, or by the vendor's offer, but which are essential for proper implementation of the contract (e.g. defining phases of payments against deliverables). Contract discussions shall result in a clear understanding of terms and conditions agreed by the parties and their respective responsibilities under the contract.

Certain key areas, such as detailed delivery plan, payment schedule, and in certain cases, special terms and conditions, form part of every contract negotiation. However it is important to note that the bank shall inform the vendor it negotiates with that the bank only accepts offers in writing. Only authorized representatives of the bank (PA holder) can issue 'Work Order' and it should be signed by the Head of Procurement Dept.

### **8.4 Advance payments**

Payment of advance before delivery of goods or the performance of contractual services is generally discouraged. However, exceptions can be made in certain cases especially to be in line with industry practice (e.g. construction works, software purchase/development, rental of premises etc.) or is deemed to be in the best interest of the bank. Whatever may be the reasons, paying advance requires approval from the same authority that approves the expenses/cost.

In absence of a regulatory ceiling, amount/percentage of advance may vary among suppliers/vendors/contractors based on several factors i.e. strength and reliability of vendors, track record, scheduled time for completion/delivery etc. Whatever may be the amount/percentage of advance agreed upon, it must be written in the agreement/work order. Paying advance more than 50% of contract price must require approval from MD & CEO irrespective of the amount of total cost/expense, if not otherwise guided by the BoD.

## **8.5 Standard contract elements**

A contract for goods, works or services between the bank and a vendor shall, at a minimum, include:

- Format/Body of the Contract.
- Technical specifications, Terms of Reference (TOR), Statement of Work (SOW), performance securities, delivery requirements, etc.
- Delivery or performance schedules
- Particular conditions (if applicable).

### **8.5.1 Contract requirements**

The contract shall contain the following elements:

1. Identification of the parties involved as well as the person authorized to act on behalf of the concerned parties including: name, address and contact details.
2. A reference to all relevant documents (i.e. EBL solicitation documents, the vendor's offer, and clarifications in the form of written communication or minutes of the clarification meeting with the supplier). For EBL contract for works, all required information shall be included in the schedules.
3. Nature and quantity of goods/works/services being procured as well as the terms and place of delivery and/or time schedule for completion.
4. Unit price and/or total cost involved including terms of payment. Contracts shall be denominated in the currency indicated in the solicitation document. It is important to establish tangible indicators for payments, linked to phases in delivery of services or completion of works. For works contracts it is common to have interim progress payments based on a regular measure of the works completed. Final payment shall always be made based on satisfactory receipt or work completion certificate by procuring department.
5. Duration of the contract. Starting and completion dates, as well as phases for successful performance, shall be precisely mentioned. The contracts for works require mention of the commencement date and time for completion.
6. Contracts for specialized works and services shall specify the name of key personnel and their input in terms of estimated man-days/weeks/months especially when deliverable or performance critically depends on who are engaged in the job.
7. As for any litigious matters arising out of a contract execution, the parties shall first attempt to resolve their dispute amicably through negotiations. If the dispute cannot be resolved amicably, the matter shall be referred to MD & CEO for further actions.

### **8.5.2 Technical specifications, TOR, SOW and schedules for works contracts**

Technical specifications, terms of reference (TOR), statement of work (SOW) and other specifications shall always be attached as an annex to the contract, or their contents included in the body of the contract.

In case of contracts for works, the technical specifications are explained and included in the schedules of contract. The schedules reflect the technical specifications that need to be included, depending on the complexity of the contract and shall include all necessary design details, drawings, bills of quantities (BOQ) etc.

### **8.5.3 Signature, issuance and documentation**

All contracts shall be signed by the officials of respective Procurement Department on behalf of the bank and by a duly authorized individual on behalf of the vendor. Once the competent authority approves a contract in writing, any assigned person of Procurement Department can sign the contract. The contract shall be issued in two original copies, both signed, one for the supplier and the other for the bank.

Each page of all the documents forming part of a contract or agreement to which the bank is a party, including all attachments, needs to be initialled by duly authorized representatives of the parties, except for the page that contains the full signature block, which shall be signed by such representatives.

## **8.6 Work Order/Purchase order/Agreement**

A Work Order (WO) is a type of contract that documents the purchase of goods, works and services. Formal Work Order/contract shall be issued to the successful bidder only after obtaining award approval from competent authority of the bank.

- a) The Work Order shall reflect all terms, conditions, specifications, etc. explicitly written in conformity with the tender enquiry and the selected offer. All order instructions shall be clear and concise in order to avoid misunderstanding. Delivery addresses and delivery dates, invoicing instructions, goods description, quantities, terms of payments, quotation references, prices and discounts available, shall be written on the order.
- b) The total financial involvement of the purchase will be distinctly mentioned in figures as well as in words in the Work Order.
- c) Only authorized representatives of the bank (PA holder) can issue ‘Work Order’ and it should be signed by the Head of Procurement Dept.
- d) Joint signatures from concerned dept. heads must be placed in work order if the procurement involves more than one depts. (i.e. for issuing work order of software, signatures of CTO and head of the respective dept. must be placed in the work order). For regular repair & maintenance cost, work order can be issued by concerned officer with copy to Unit head & Department head.

- e) Work order can be issued through email (scanned copy of signed work order printed on letter head).
- f) In case of supplying goods/works/services for a long period (usually more than one year), a Basic Ordering Agreement (BOA) (Annexure 8: a standard service agreement) may be signed with the supplier/vendor outlining the broad framework for the supply of goods/works or services. Individual work/task orders shall be issued in favor of the supplier/vendor under the BOA.
- g) Partial payment may be made on the basis of actual performance and/or specified deliverable as per the approved work plan.
- h) WO shall specify the person(s) at EBL as the point of contact. The WO will also include specific standards for acceptance of goods and services from vendors and suppliers.
- i) WO is not required for fixed priced, regularly purchased items (e.g. gasoline for vehicles) or for the services of approved clearing and forwarding agents or security services but an alternative system may be used for ordering purpose.
- j) If urgent orders are required to be placed by sms, telephone or fax by the concerned Procurement Department or their delegates with permission from the competent authority, such orders shall be confirmed in writing within the next three working days.
- k) Mandatory security deposit against work order for high value (threshold to be decided by head of procuring depts. in consultation with President of PC) ICT/Admin/Other projects/ items to be maintained for ensuring desired service quality.  
Percentage (%) may vary within the range of 5%-10% of work order value as decided by the head of procuring depts.

*(Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025)*

- l) All documentation related to any purchase will be preserved properly for future audit trail and better control.
- m) Every work order must contain a penalty clause (it may be certain percentage of WO value or an amount). For any justified reason or any unavoidable circumstances if the contractor/supplier/service provider fails to comply with the terms (i.e. time for completion, quality etc.) the Head of procuring dept. may recommend to waive penalty which only MD can approve.

*(Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025)*

## 8.7 Cancellation of WO/Contract

Work Order or contract with the suppliers or vendors will not be cancelled by any Procurement Department without any acceptable and reasonable ground(s). Prior to cancellation of WO/Contract, written approval shall be taken from MD/AMD/CFO.

# **Chapter 9: Contract execution and supervision**

## **9.1 Overview**

It refers to all actions undertaken after the award of a contract such as amendment, contract closure, record retention, maintenance of the contract file, and handling of security instruments (e.g. performance security).

Contract administration is the responsibility of the respective Procurement Department but sometimes requires involvement of the end user/requisition provider.

## **9.2 Vendor performance evaluation**

Respective Procurement Department, with sincere cooperation of end-users, has to closely monitor, assess and evaluate performance of the vendor to ensure that a quality product, in the right quantity and price, is delivered on time.

The deliverables under the contract shall be acknowledged and approved by the requisition provider/end user for general R & M works ‘Delivery Challan’ must be authenticated by dept. head/BM/BOM. *(Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025)*

Various requirements are built into the standard contracts and, the extent to which suppliers fulfil these requirements is used to measure the performance indicators. The latter is instrumental in evaluating the ongoing performance of the contract (e.g. quality standards, delivery times, inspections etc.). Control of performance ensures that the vendor’s performance is in line with that of contract and variances, if any, are justified and that contracts are amended to reflect agreed changes to the scope of work.

### **9.2.1 Goods**

For procurement of goods, procurement officials shall monitor delivery and receipt of goods through the following actions:

1. Follow up with the supplier a few days/weeks before the required delivery date to ensure that goods will be ready for delivery by the agreed date.
2. Inform vendors and requisition provider/end user of any change of plans (e.g. transport route, delivery date, etc.).
3. Make sure that all relevant delivery documents are provided to the parties.
4. If necessary, request an extension of the performance security if the procurement activity is delayed.
5. Upon receipt, the Procurement Department/end user, as applicable, shall perform a quick inspection of packages against all delivery documents, and report on the external condition of the goods.

Typical performance indicators used for monitoring of contracts:

- Comparison of required delivery date and actual delivery date.
- Comparison of quantity ordered and quantity delivered.
- Comparison of compliance between ordered and delivered specifications.

### **9.2.2 Services**

When contracting for services, procurement officials shall monitor the performance of the contractor by ensuring timely receipt and acceptance of the deliverables specified in the contract (e.g. inception reports, progress reports, completion reports etc.).

The deliverables under the contract shall be acknowledged and approved by the requisition provider/end user. Further, vendors and end users shall be kept informed of changes or modifications to the contract (e.g. change of undertaking dates, start-up date, contact details, etc.).

Typical performance indicators used for monitoring of service contracts:

- Timely delivery of outputs as per the contract.
- Timely response to EBL requests.
- Quality of services rendered.

### **9.2.3 Works**

The period for contract administration usually starts at the moment the contract is signed and ends when the final completion certificate is issued.

The responsibility for contract administration in most cases rests with the project manager of the works supported by procurement officials.

### **9.2.4 Inspections**

Monitoring of the contract and evaluation of the end product can be achieved through inspections. Inspections involve examining or testing of a product to confirm that it conforms to the required specifications. Inspections may be performed by the personnel of respective Procurement Department or by the requisition provider/end user.

### **9.2.5 Acceptance of the final product**

Acceptance of the final product is the responsibility of the personnel of Procurement Department/requisition provider/end user, as per requirement. However, the Procurement Department shall record and file this information in the procurement file, and use it for payment purposes and to take corrective action, if necessary.

### **9.2.6 Supplier performance evaluation**

Procurement officials and the requisition provider/end user shall conduct evaluation of the supplier's performance jointly. The evaluation shall take into account the experience with the supplier during the entire contract period. It is important to

carefully document contract performance in order to provide evidence of the performance of the supplier, in the event of disputes and for audit purposes.

In order to ensure contract compliance, the personnel of Procurement Department are expected to monitor performance on an ongoing basis through reports, meetings, and, if applicable, inspections. All of these shall be prepared jointly with the requisition provider/end user. The following issues can be addressed in evaluating the performance:

- Fulfilment of delivery schedule/timely delivery.
- Compliance with contractual terms and conditions.
- Adherence to warranty provisions.
- Quality of goods or services provided in accordance with the contract.
- Timely response to Bank requests.
- Undue delay of the performance under the contract.
- Failure to disclose information relevant to performance (e.g. bankruptcy, ongoing litigation, etc.)

### **9.3 Remedies**

A breach of contract may entitle the aggrieved party to certain remedies, including compensatory damages to indemnify the non-breaching party for any loss suffered due to the breach. The non-breaching party may have access to contractual remedies.

#### **9.3.1 Termination for goods, works and services**

Cancellation occurs when one party ends the contract for breach by the other. The remedies for that breach normally include damages that indemnify the non-breaching party for any loss suffered due to breach and such damages are generally compensatory. In all cases of termination, prior consultation and advice shall be sought from the legal advisor of the Bank.

The contracts for works include specific sub-clauses detailing the conditions under which the Bank may terminate the works, the procedures that shall be followed and the subsequent valuation of works completed to the point of termination. It shall be noted that the contractor also has the right to terminate the contract or suspend the works under certain specific conditions, related mainly to payment delays by the Bank. Again, specific sub-clauses detail the circumstances under which the contractor may terminate the contract, the procedures that shall be followed and the subsequent valuation of works completed. It is therefore important that the Bank complies with all its contractual obligations.

#### **9.3.2 Delay damages for works**

If the contractor fails to comply with the time for completion, as specified in the contract, and/or fails to complete the works or a section within the time for completion, the contractor shall pay delay damages to the Bank. The delay damages will be stated explicitly in the contract.

#### **9.3.3 Waiver of Penalty for works**

For any justified reason or any unavoidable circumstances if the contractor/supplier/service provider fails to comply with the terms (i.e. time for

completion, quality etc.) the Head of procuring dept. may recommend to waive penalty which only MD can approve. (Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025).

## 9.4 Dispute resolution

Contracts should be clear and the responsibilities and obligations of both the supplier and the Bank shall be clearly defined in order to minimize the possibility of disputes and disagreements. However, no matter how well a contract is drafted and its performance managed, disputes can and do arise.

Any supplier who claims to have suffered, or who may suffer, loss or damage due to a breach of a duty imposed on a Procurement department by this policy may complain to the Purchase Committee. Purchase Committee shall investigate the grievance and recommend to MD & CEO for final decision.

## 9.5 Payments

Financial management and payment refers to the timely processing of payment of invoices consistent with the terms of the contract, as well as the review of financial implications arising from contract changes, and the liquidation of financial securities (i.e. release of performance and advance payment securities).

The payment request is transmitted to Finance and Accounts (F&A), and F&A personnel shall effect the payment in order to uphold the segregation of duties between Procuring personnel conducting the procurement process, and Finance personnel effecting the payment.

- (a) After a contractor/supplier has completed the work as per the Work Order or a supplier has delivered an item/product/materials as per Work Order, they will forward their bill together with the copy of the Delivery Challan duly received by the concerned department, to the Procurement Department for processing.
- (b) The Procurement Department shall have to collect bills from the contractor/supplier within 45 days after delivery of the goods or completion of the works/services. Receipt of any bill after the said period shall be processed for payment with permission from CFO based on recommendation of the Head of concerned Procurement Department.
- (c) The Procurement Department shall compare the bill with the Work Order and Delivery Challan, send the bill to the user department for certification and if found the work/supply in accordance with the Work Order/work order, shall forward the bill along with Delivery Challan to F&A for making payment within 45 days.

**Exceptions:** Interior/renovation works, ICT projects etc. which need exclusive user feedback can be delayed on logical grounds (to be mentioned in written form). To comply with IAS-16, payment must be completed when the intended use of asset is confirmed and subsequently, booked as 'Fixed Asset' for capitalization.

- (d) F&A shall make the payment to the supplier/contractor within five working days of the receipt of the bill from the Procurement Department unless there is

discrepancy in the bill or there is any procedural lacking/incompleteness for which bill may have to be referred to the respective department.

- (e) Vendors are strongly recommended to open accounts with EBL. Purchases on credit will normally be paid by bank transfer. Cash cheque and Pay Order will not generally be given for payment of any bills. In exceptional cases cash cheque and pay order may be given with prior permission from MD/AMD or CFO based on recommendation of concerned Division Head.
- (f) Cash memos shall be obtained for all cash purchases.
- (g) Money receipt shall be obtained from suppliers for all payment in cash or cheques. Revenue Stamp shall be collected from the suppliers at the time of payment.
- (h) Income tax, VAT or any other statutory levies will be deducted from all payments as per regulations. It should be agreed with the suppliers that any loss on account of Tax/VAT challans and any other unethical practices would have to be compensated by the suppliers.
- (i) Deducted Income Tax, VAT or any other statutory levies will be deposited in Government Treasury within due time in accordance with the law to avoid penalty and to obtain deductible expense against income at the time of the bank's income tax assessment. Income Tax Certificates and VAT certificate (Mushak 6.6) are provided against deducted and deposited Income Tax & VAT (on demand).
- (j) Payment confirmation to be delivered through e-mail for bills that are made through Bills Payable Management System (BPMS) along with information of Income tax, VAT or any other statutory levies deducted from payments in vendor provided e-mail address.
- (k) Procurement department must maintain effective MIS/database of procurements for future references and ensure cost rationalization for the bank. It includes consumption data of procured items, comprehensive expense of projects etc.

### **9.5.1 Advance Payments**

In certain exceptional cases or when it is common practice within the industry, advance payments may be made. Issues relating to 'Advance Payment' have been elaborately described under Section 8.4 of Chapter 8.

### **9.5.2 Partial Payments**

Depending on the terms of delivery incorporated in a contract, partial payment to the supplier may be made after partial delivery of goods and phase-wise completion of works and services in terms of the contract. F&A Division shall release such partial payments after getting recommendation/approval from respective Procurement Department with adequate supporting documents e.g. inspection report of goods, certificate on stage of completion of works and services.

## **9.6 Amendments of contract**

Once a contract has been awarded and signed, it may be amended only if the contract provisions allow modifications and if additional related goods, services, and/or works are to be provided or rendered by the same vendor in continuation of the original contract. Each contract amendment shall be in writing and shall comply with applicable contractual terms and conditions and EBL procurement procedures. Extensions of the duration of existing contracts are also considered contract amendments.

Contract amendments shall not be used for substantial amendments to the scope of the goods, works or services to be delivered. The following key points shall be taken into account when amending a contract:

1. Amendments with financial implications shall be approved by the Competent Authority of the Bank as per Financial Delegation of Authority. All changes to a contract that have a financial impact have to be in writing.
2. Requests for amendments shall be submitted for review and/or award to the Competent Authority of the Bank with the recommendations of Procurement Department.
3. Amendments shall be made well in advance of the proposed effective date of the amendment, and always prior to the expiry date of the contract.
4. When amending a contract to increase the price, procurement officials shall justify the reasonableness of price. Deviations from the original unit prices shall be clearly explained and justified.
5. Amendments shall be in writing. When purchasing goods under a Work Order, an amended Work Order shall be issued to the supplier/vendor.

## **9.7 Contract termination or closure**

Contract completion includes the confirmation that all obligations have been met, identification of any residual obligations and completion steps, settlement of final payments, assessment of contractor, and the administrative closing of files.

Procurement officials shall verify that the following activities have been carried out:

- All products and/or services required have been provided to the Procurement Department/requisition provider/user.
- Final completion certificate of the work has been issued as per the work duly completed by the contractor.
- Documentation in the contract file adequately shows receipt and formal acceptance of all contract items.
- All actions related to contract price revisions and changes have been concluded.
- All outstanding subcontracting issues (if any) have been settled.
- If a partial or complete termination was involved, action is complete.
- Original copies of all warranty documentation, including expiration dates, responsibilities and procedures to follow are finalized.
- The final invoice has been submitted and paid.

## **9.8 Maintenance of files or documents**

Procurement officials shall maintain a procurement file for each procurement process digitally or physically. The file shall include all information required to successfully administer the contract. Any issues of clarification or change of the contract shall be fully

documented in this file. Files should be systematically backed-up to ensure that information is not lost.

### **9.8.1 Documents to be maintained by Procurement Department**

For any procurement proceeding, documentation shall include:

- i) All records of requisition and approval to procure (photocopy). Summary of periodic consumption of stationeries/accessories etc.
- ii) All records of asset and stores disposal lists with quantity and approval of competent authority.
- iii) A brief description of the goods, works or physical services and intellectual/professional services to be procured and the justification for using a method other than these mentioned in this policy, if applicable.
- iv) A copy of invitation to submit tenders, proposals or quotations as well as the published advertisement, if any.
- v) The names and addresses of tenderers that submitted tenders, proposals or quotations, and the name and address of the tenderer to whom the contract was awarded as well as the contract price.
- vi) Copy of any pre-qualification, tender or other solicitation documents.
- vii) All correspondence with tenderers.
- viii) The evaluation criteria stipulated and applied, and a report of the evaluation and comparison of tenders, proposals or quotations received.
- ix) Record of approval of tender evaluation report and the contract document (photocopy).
- x) Any decision to suspend or cancel proceedings after having been initiated.
- xi) Goods Delivery/Receipt Note (photocopy).
- xii) Completion report for works and services (photocopy).
- xiii) All Contract/Service Agreements (original).
- xiv) Comparative information for asset/accessories items to meet queries of PC and regulators.
- xv) Item/ vendor wise procurement value in different categories of items.
- xvi) Database of comparative price information of peer banks as far as available.

### **9.8.2 Documents to be submitted (to Finance and Accounts) for payment:**

- i) Requisition (original)
- ii) Quotations with comparative statements (original)
- iii) Approval as per Financial Authority
  - a) Original copy in case of one-time payment
  - b) Photocopy in case of multiple/phase payments and original one during final payment.
  - c) Photocopy in case of standing contract.
- iv) Work order (acknowledge copy/photocopy)
- v) Delivery Challan (original)
- vi) Completion report for works and services (original)
- vii) All contract/Service Agreements (photocopy)
- viii) Invoice (original)
- ix) Bills (including VAT Challan, if applicable)

## **Chapter 10: Disposal of assets and stores**

### **10.1 Criteria for Disposal of Assets and Stores**

1. **Bank's ordinary assets:** All assets (whether movable or immovable property), stores and documents and papers may be disposed on the basis of the following criteria other than investment property, shares and securities, other financial assets etc.
2. **Collateral and non-banking assets:** Sale of customer collateral or security against loans and advances and non-banking assets of the bank shall be sold as stated in Section 10.3.3.

#### **10.1.1 Asset**

No asset shall be disposed of within the estimated life of the asset set by the management at time of the purchase/procurement other than in the following cases. Subject to Section 10.1.4, in the following cases asset may be disposed of before or after the completion of the estimated economic life:

- (a) when the asset's economic/useful life comes to an end
- (b) when the asset gets damaged, destroyed and becomes useless before expiry of useful life
- (c) when repairs and maintenance costs of the asset become infeasible
- (d) due to technological obsolescence
- (e) due to wrong item procurement compared to the requirement
- (f) due to any other beneficial cases after cost-benefit analysis

#### **10.1.2 Stores**

Except documents and registers, stores may be disposed/discharged after 100% consumption or utilisation; it becomes damaged and useless; procured wrongly; introduction of new design and format by the management.

#### **10.1.3 Documents**

The Bank shall comply with the Rules for preservation of records made by the Government in accordance with “Section 101 of the Bank Company (Amendment) Act 2023”. The Bank shall keep custody of documents and registers in accordance with the Rules regarding “Bank Companies Documents Custody – 1993 (BRPD Circular Letter No. -22 dated 02-08-1993)” (hereinafter refer as “the said Rules”). The documents and registers as per the said Rules shall be destroyed under the direct supervision of Purchase Committee or a committee formed by the PC of the Bank. Except documents and registers as per the said Rules, the Bank may sell or dispose the documents and registers after the expiry of the period of custody under the said Rules. In case of removal of document and records, the Bank shall comply with “Bank Company (Amendment) Act 2023”.

#### **10.1.4 Hardware and Software**

1. The disposal of software should comply with license or other agreement with the software developer and with government regulations.
2. There is rarely a need to destroy hardware, except for some storage media that contain sensitive information and that cannot be sanitised without destruction. In situations in which the storage media cannot be sanitised appropriately, removal and physical destruction of the media may be possible so that the remaining hardware may be sold or given away. Some systems may contain sensitive information after the storage media is removed. If there is doubt whether sensitive information remains on a system, the ICT officer (Information Security officer) should be consulted before disposing of the system.

## **10.2 Maintenance of abandoned/unused items**

Assets, stores, documents and registers shall be kept in the store room of the Branch and/or sent to the designated godown/archive of the Bank as directed by the concerned Department. Abandoned asset shall be maintained in such a manner so that the residual value does not reduce drastically.

## **10.3 Disposal techniques and procedures**

- (a) Disposals shall be made in bulk size or other practicable manner so that disposal cost and sale proceeds shall at least break-even.
- (b) Open tender method (or any other suitable method dictated by regulators or decided by mgt.) may be used only for disposal/sale of car, air-conditioner, generator, land, building and ICT server. However MD & CEO may instruct Purchase Committee, as defined in Section 10.3.1(4) below, to follow open tender method for disposal/sale of other capital assets as he thinks appropriate. For disposal of other disposable items RFQ and other suitable methods described below may be used.
- (c) Disposal/sale of any obsolete or abandoned assets shall not be split up in lower bulk size in such a manner to avoid open tender techniques.

### **10.3.1 Open tender**

#### **(1) Sale Proposal**

The concerned Department shall prepare cost-benefit analysis report, if required, with the sale proposal after gathering a suitable bulk size or quantity for disposal and send to MD & CEO through the line authority.

The Sale Proposal shall be prepared incorporating the detailed description and quantity, original cost, present book value (for Fixed Assets), date of purchase, used life, present physical location of the items, custodian department and any other relevant information, if any.

## **(2) Physical Verification**

To attach physical verification report with the Sale Proposal, the Head of the concerned Department shall form a physical verifications team with consent of MD/AMD/CFO to record the detailed descriptions of items (category wise) such as model, design and quantity, present conditions of the goods so that disposal price can be estimated.

Physical Verifications Team shall consist of at least two members, one from the concerned department and other one from F&A Division/Administration Department nominated by the respective departments who will work jointly. If required more members shall be taken from separate and distinct departments.

## **(3) Approval of the Proposal**

Unless otherwise dictated by any regulation in force, MD & CEO may approve the sale proposal or may forward it to the Board for approval. The decision of MD/Board shall be final in this regard.

## **(4) Purchase Committee**

The Purchase Committee will be responsible for disposal of all eligible assets/spares/stores.

## **(5) Advertisements**

Concerned department shall advertise publicly disposal notice for items whose value is material so that the advertisement costs justify the means. Considering the estimated items value judgement is significant (i.e. estimated obsolete items value more than BDT 200,000 or book value remaining for more than BDT. 100,000) and require higher level of transparency to avoid any conflict of interest and fraudulent practice. In these cases, invitations to bidding shall be advertised in print/online version of newspaper (preferably in one Bangla and one English) and/or website of the bank to be circulated widely. Considering, there is no specific regulation to this end.

## **(6) Tender documents**

The tender documents shall follow the Standard Tender Document (STD) and shall in any case contain sufficient information to enable competition among the bidders to take place on the basis of complete, neutral and objective terms. In particular, tender documents shall include:

- i) Instructions for the preparation and submission of tenders.
- ii) Information on the final date for receipt of tenders, the date, hour and place of opening, as well as an announcement that tenderers' representatives are allowed to attend the opening.
- iii) Forms of tender and, where applicable, tender and performance securities and manufacturers' authorisation to be provided by the tenderers.

- iv) The number of copies to be submitted with the original tender.
- v) The criteria for evaluation of tenders and award of the contract.
- vi) A reservation to the effect that the concerned department may reject all tenders at any time prior to the acceptance of a tender.

#### **(7) Provision of tender documents**

Tender documents shall be made available to tenderers at the same time as the advertisement is issued in the press, and at a price not exceeding the cost of reproduction and delivery to tenderers in the manner specified in the invitation for tender. Money receipts shall be given to the tenderer for the sale of the tender documents.

#### **(8) Modifications to tender documents**

- i. At any time prior to the deadline for submission of tenders, a concerned department may, on its own initiative or in response to an inquiry by a tenderer, who purchased the tender documents, modify the tender documents by issuing an addendum, which becomes an integral part of the tender documents. Any addendum shall be communicated promptly to all tenderers who purchased the tender documents. All concerned departments which have advertised tender documents on their website shall also advertise relevant addenda on their website.
- ii. If a concerned department considers it necessary to amend the tender documents, and if that amendment is made when less than one-third of the time allowed for submission of tenders remains until the deadline, a concerned department shall postpone this deadline by a number of days, depending on the procurement object, which is sufficient to enable the tenderers to take the addendum into account in submitting their tenders.

#### **(9) Tender validity and tender security**

- i. Tenderers shall be required to submit tenders valid for a period specified in the tender documents which shall be sufficient to enable a concerned department to complete the evaluation and comparison of tenders, and obtain all necessary approvals so that a contract can be awarded within that period.
- ii. A concerned Department shall complete evaluation of tenders and award of contract within the initial period of tender validity so that extension is not necessary. An extension of tender validity, if justified by exceptional circumstances, will be required in writing from all tenderers before the expiration date.
- iii. Extension of tender validity and any subsequent extension, if exceptionally justified under the circumstances shall not be requested without prior concurrence of the head of the concerned Department.
- iv. A concerned Department may include in the tender documents a condition that tenders must be accompanied by security in the form of a bank draft, pay order or irrevocable bank guarantee. The amount of such security shall

be sufficient to discourage irresponsible tenderers and shall be expressed as a fixed amount not exceeding 5 percent of the estimated contract value. The tender security shall remain valid for 30 days beyond the tender validity period.

- v. The tender security will be forfeited if a tenderer withdraws its tender within the validity period thereof or, in the case of a successful tenderer, if the tenderer repudiates the contract or fails to furnish performance security, if so required, or if the tenderer does not accept the mathematical errors correction of the tender amount pursuant to Section 10.3.1(14) (iv).

#### **(10) Physical inspections by the tenderer**

Before submission of the tender, the prospective tenderers may request physical inspections of the assets, stores etc. In advertisement notice a specified period of time will be mentioned for physical verification. Physical inspections on a particular day shall be during working/business hours. Physical inspection shall be closed at least one day before the deadline for the submission of the tender documents.

#### **(11) Submission and receipt of tenders**

- i. Tenders shall be in writing, signed and submitted in a sealed envelope. It will be properly marked by the tenderers in order not to be confused with other types of correspondence and may be hand-delivered, posted by mail or sent by a courier service. A concerned Department shall, on request, provide the tenderer with a receipt showing the date and time when the tender was received.
- ii. The Tender Box will be locked and sealed well ahead of the closing time of tender. The key of the Tender Box shall remain with Convenor of the Purchase Committee.
- iii. Tenders received after the deadline for submission shall be treated as late tender and returned unopened to the tenderers.

#### **(12) Opening of tenders**

- i. At the time stipulated in the tender documents for opening of tenders (after the deadline for submission), it will be opened in public and at one physical location all tenders received on or before the deadline.
- ii. Tenders shall be opened strictly on the last day of submission or the next working day (if not practicable to do it on last day).
- iii. Tenders shall be opened in the presence of the members of Purchase Committee or representative of PC. Tenderers, or their authorised representatives, shall be allowed to attend the opening of tenders. The offers will be entered in the tender opening register. All members of

Purchase Committee or representative of PC shall sign on each page of the offers and also the tender opening register.

- iv. The name of the tenderer, tender modifications, if any, discounts or withdrawals, if so permitted and mentioned in the tender documents, presence of tender security if so required, and the total amount of each tender and any alternatives, if so permitted, shall be read out aloud and recorded, and a copy of the record shall be made available to any tenderer on request.
- v. Tenders not opened in public shall not be considered and shall be returned unopened.

**(13) Single Tender**

- i. Merely on the excuse of lack of bidders, Single Tender (or less than 3 offers) should not be accepted. But if the quoted price is reasonable and competitive compared to last/previous price and if the time in hand does not permit sale/disposal through re-tendering, Single Tender may be considered.
- ii. All usual formalities are to be observed for disposal against Single Tender.
- iii. The decision of Purchase Committee shall be final in this regard.

**(14) Comparative Statement Sheet**

- i. Comparative Statement of tender is to be completed immediately after opening of the tender and signed by Purchase Committee.
- ii. Comparative Statement will reflect all bases and relevant information like signature of the tenderer on the tender schedule, attachment of the required drafts or payment order for deposition of earnest money.

**(15) Award of contract**

Usually job is awarded to the highest bidders in case of sale. If satisfactory then the concerned department shall go for next procedures or refund the earnest money as per section 10.3.1(17) as the case may be. In this respect the highest bidder shall be eligible for award of contract.

**(16) Invoices and receipts**

Invoice and receipt preparation shall be done and terms and conditions stated in tender documents shall be complied in this regard.

**(17) Refund of earnest money**

With the permission from the Head of the concerned department, the concerned department within five working days from the date of tender opening shall refund the earnest money to the rest of the bidders after holding

a reasonable number of bidder's money through the bank transfer or account payee cheque. For any problems arising from collection of the earnest money, time extensions and reasonable actions can be taken with consent from the Head of the concerned Department.

**(18) Delivery of assets, stores etc.**

- i. Successful tenderer within a stipulated time mentioned in the tender documents will take away the sold items at his own cost with the reasonable level of cooperation from related employees of the bank.
- ii. In this regard the concerned department shall issue 2 sets of delivery challan and/or 2 sets of gate pass to the successful bidder to remove the items from warehouse or office premises.
- iii. At the time of removal, the security or assigned staff in gate shall not permit to remove the items without the authorised gate pass/delivery challan. After removal one copy of gate pass signed by the tenderer or his authorised representatives shall be kept by the security and entered in warehouse or premises register. Later the original copy of the gate pass and Delivery Challan shall be deposited to the concerned department. In this case, officer-in-charge of warehouse or officer-in-charge for custody of the items shall be present at the time of removal and sign the delivery challan or gate pass.

**(19) If highest bidder fails to comply with contract**

If the highest bidder fails to make payment within the stipulated time in tender documents, the earnest money shall be forfeited. The next highest bidder shall then be eligible for award of contract subject to the bid amount being reasonable. With approval from Purchase Committee, the concerned department shall give notice in writing to him that he is successful.

If the bid amount is not reasonable or the items can't be sold through the above procedures then the concerned department shall go for re-tendering by rejecting all tenders.

**(20) Re-tendering**

If the Purchase Committee considers necessary to re-tender before opening of sealed envelopes and as per section 10.3.1(19), the whole procedure shall be done as per above paragraphs as applicable. In the advertisement notice, it shall be marked as "Re-tender" to avoid any confusion of the tenderers and re-tendering shall be done within the original tender valid period or extension as may be required. The submitted bids shall be returned to the tenderers on request with the earnest money if re-tendering is not done within the original valid period of tender or shall be retained for further re-consideration if not returned back.

### **10.3.2 RFQ for sale**

When any obsolete item costing **BDT 100,000** or less having present book value of **BDT 25,000** or less (if book value is not available then estimated value), the concerned department with prior permission from MD & CEO will arrange to sell the items using ‘Request for Quotations (RFQ)’ method to competitive bidders instead of going for public advertisement. Minimum 3 quotations shall be collected. All other procedures will be consistent with Open Tender.

### **10.3.3 Branch/retail disposal**

#### **(1) Transfer of items**

All officers-in-charge of the Bank, or the Branch-in-charge or Centre-in-charge shall inform the concerned Department from time to time to transfer all the abandoned items to the designated godown of the Bank or to any other premises as directed.

#### **(2) Central disposal**

The concerned Department shall arrange for the sale of the abandoned items by Open Tender or RFQ or Auction Sale as appropriate.

#### **(3) Branch/Retail Disposal**

- (a) Except assets of proprietary/capital nature, be it general or ICT assets or Vehicle, when it is not time and cost effective to transfer any particular items to the Central Archive or other places directed then with direction from the concerned Department or with prior permission from the concerned Department, the Branch-in-charge/Office-in-charge shall take initiative to dispose those items to the local buyers/bidders at a reasonable price. The entire category of abandoned items should be disposed in bulk to achieve economy of time and cost in disposal.
- (b) Branch-in-charge will invite local buyers/bidders for quotations with tender documents (items lists whether in Bengali or in English language as practical) in concise manner. At least three quotations shall be collected from bidders in sealed/closed envelop.
- (c) The relevant terms and conditions, and deadline and places for submission of quotations shall be stated in tender documents. Earnest money may be required with the tender documents as above stated manner based on the judgement of the Branch personnel.
- (d) In the presence of at least two other most senior officer/personnel of the Branch or Centre the receipts enclosed/sealed envelope shall be opened by the Branch-in-charge/Centre-in-charge and signed by all participants in all and each pages of tender documents. Thereafter, a Comparative Statement Sheet shall be prepared by the assigned personnel. The highest bidder shall be awarded the contract by default.
- (e) If for any binding reasons the highest bidder fails to accept or comply with the contract then the next highest bidder shall be awarded the contract.

- (f) The whole procedure shall be confidential before declaration of the award of the contract.
- (g) Payments shall be made in cash or by bank transfer and the disposed items shall be removed from branch/centre premises within 7 (seven) days by the winning bidder from date of awarding the contract. Money receipts shall be issued to the bidder for any receipts.
- (h) Delivery Challan and/or Gate Pass shall be issued to the bidders for removal of disposed items. At the time of removal at least one assigned officer along with Store-in-Charge shall be present and sign in Gate Pass and/or Delivery Challan.

#### **10.3.4 Buyback method**

For old/obsolete assets/items (e.g. machinery, furniture, equipment etc.) whose storage and shifting is financially infeasible, Buyback method can be applied. Premises owner or vendors can buyback old/obsolete asset and provide new Fixed asset at a discounted price. PC shall justify and recommend the lowest bidder.

## **Chapter 11: Miscellaneous**

### **11.1 General issues relating to procurement**

**Expenditure authorisation:** Procurement expenses shall be approved as per financial authority defined in the approved Financial Delegation of Authority.

**Approval of price deviation:** For bulk or project type procurements, Board may approve a tentative amount (rate or total cost) and award discretion to MD & CEO to oversee the procurement process and approve up to 10% deviation with justified reasons (i.e. AIT/VAT/ FX rate change etc.).

**Involvement of Purchase Committee:** Purchase Committee as per Chapter 4 shall be involved in a procurement process only if financial involvement of a particular procurement or multiple packages is **BDT 300,000** (three lac) or more.

**Credit purchase:** In local purchase, large cash purchase shall be avoided and effort should always be made to purchase on credit.

**Payment method:** In case of purchase worth over **BDT 50,000** per transaction, payment shall be made through bank transfer, Account Payee Cheque or Pay Order.

**Competition among suppliers:** For all purchases, suppliers shall be placed into competition with one another and shall be made aware of this fact.

**Three quotations:** As a general rule, except where conditions of supply dictate otherwise, at least three competitive quotations shall be collected if any particular procurement is more than **BDT 50,000**.

**Specifications:** Specifications sheets, Bill Of Quantity (BOQ), deadline of service completion, duration of service, details of delivery points, basis of prices, exact time and dates for delivery required (avoid such terms as: as soon as possible, urgent, as soon as available etc.) shall be given to the supplier so that there is no doubt as to his obligations if s/he is successful.

**Divulge of information:** It is expressly forbidden to divulge to any supplier, details of another suppliers/contractors/vendors quotations.

**Discussion with the supplier:** It is permissible and not without advantage, however, to discuss with suppliers on request, the reasons as to why they have not been given the Work Order without divulging actual figures of other quotations.

**Sample approval to maintain Bank's quality standard:** For standardization and quality assurance, sample of creative/design items (i.e. printing, gift items etc.) must be vetted/accepted by the users and 'Working group for Sample approval'.

**Failure of vendors to supply on time:** If selected vendor fails to provide goods on time, any other enlisted vendor can supply the same goods at the approved price or second lowest bidder can be selected (considering the urgency and sensitivity of procuring item).

**Re-tendering:** Procurement Dept. should have the authority to go for re-tendering if any price offer is found inconsistent compared to other submitted prices with the consent of Purchase Committee.

**Justification of product pricing:** Distinctive features of asset/items must be mentioned in all rate approval to avoid any comment/confusion on purchasing at a higher price.

**Periodic service agreement:** For small ticket service approval/unit price/rate approval (i.e. Link bills, stationeries etc.) whose expected monthly service value falls below Tk. 300,000 could be approved by concern dept. Head and CFO. Otherwise, PC approval would be required. (Amended in 778th Board meeting dated 12<sup>th</sup> May, 2025).

**Endorsement of dept. head for payment processing:** For all payment requests/bills/invoices that are forwarded to Finance & Accounts for payment must be endorsed by respective dept. Head/Branch Manager. (Amended in 778th Board meeting dated 12<sup>th</sup> May, 2025).

**Price re-discovery:** If a cost approver believes a lower price is achievable, the PC President can allow an initiative for independent market survey (e.g., seeking alternative quotes or analyzing peer banks procurement practice) to verify the price. (Amended in 778<sup>th</sup> Board meeting dated 12<sup>th</sup> May, 2025).

## 11.2 Procurement/ inspection agents

Where the Procurement Department lacks the necessary resources, and experience, they may wish to employ, as their agent, a firm specialising in handling procurement. The agent shall follow all the procurement procedures provided for in the Procurement and Disposal Policy and as elaborated in the Procurement Plan approved by the Bank on behalf of the Procurement Department, including use of the Bank forms and format ordinarily used, review procedures, and documentation. Management Contractors may be employed in a similar manner for a fee to contract for miscellaneous works involving reconstruction, repairs, rehabilitation, and new construction in emergency situations, or where large numbers of small contracts are involved.

Bank may also appoint agents (fee based service) for Pre-shipment inspection and certification of imports to ensure appropriate quality, quantity, and reasonableness of price.

## 11.3 Cash purchase

For the purpose of cash purchase, purchase requisition shall be raised by the user/assigned person and shall be approved by relevant authority. F&A will pay money on the basis of estimated figure on the approved requisitions or reimburse based on the supporting details shown. Cash purchase/payment by any department **cannot exceed BDT 50,000 in a single transaction.**

Approval of **MD & CEO will be required** for cash purchase/payment above **BDT 50,000.**

## **11.4 Suspension of procurement proceedings**

- (1) Any procurement proceedings may be suspended or cancelled if the bank has acceptable reasons to believe that any actual/perceived breach of contract is probable and is detrimental to the interest of the Bank.
- (2) Procurement proceedings may be suspended by the order of the Head of Procurement Department and/or Managing Director & CEO. If it is suspended by the Head of Procurement Department directly then s/he will inform Managing Director & CEO in writing with justified reasons within two days from the date of suspension. Further the Bank may proceed to resume or cancel the procurement proceedings.
- (3) Procurement proceedings may be cancelled if breach of contract is observed by the Head of Procurement Department and for any other reason with reasonable justifications. Approval of MD & CEO to be taken to cancel any procurement proceedings worth **more than BDT 100,000**. Head of Procurement department jointly with CFO can cancel any procurement proceedings **up to BDT 100,000**.

## **Annexure 1: Annual Procurement Plan (APP) Procedures**

### **1.1 APP Contents**

The plan shall set forth in detail, as a minimum, the following information:

- (i) All of the goods, works, and services (with quantity detail) required in the next year.
- (ii) The method of procurement for each items (category-wise), giving due consideration to this manual established for each items (category-wise)
- (iii) The characteristics and estimated costs of various contracts under which the items to be procured will be grouped.
- (iv) The pre-qualification and bidding that shall be required to acquire the goods, works, and services as per this manual.
- (v) The estimated dates of the principal stages of the procurement process, including the completion dates of works and related services, duration of service period, and the delivery dates for goods.

A standard Annual Procurement Plan format shall be prepared by the concerned departments of the Bank.

### **1.2 Modification of the APP**

During the year, it may become necessary to modify the Annual Procurement Plan, which may only be done upon discussion with and approval from MD/AMD/CFO.

### **1.3 Planning Calendar**

Annual Procurement Plan calendar/schedule shall be consistent with the Annual Budget calendar/schedule.

### **1.4 Approval of the Plan**

Annual Procurement Plan shall be prepared by the Head of Administration for administration related portion, Chief Technology Officer (CTO) for ICT related portion, Head of Cards for Cards related portion and concerned other Heads for other procurements. MD & CEO in consultation with CFO will approve all the APPs. The Annual Procurement Plan has to be in line with the budget for the coming year approved by the Board of Directors.

## **1.5 General Procurement Notice**

After the procurement plan has been approved (preferably when corresponding budget is approved), the Bank shall circulate the respective portion of the approved procurement plan copy to the user department heads and s/he will circulate it to his/her subordinates.

### **Standard Annual Procurement Plan Format Eastern Bank PLC.**

| SL No. | Name of Proc. Dept. | Description of Procurement Item       | Unit | Qt y. | Proc. Method | Est. Cost in Tk. (M) | Indicative Dates                           |                     |                        |
|--------|---------------------|---------------------------------------|------|-------|--------------|----------------------|--|---------------------|------------------------|
|        |                     |                                       |      |       |              |                      | Invitation for Tender/ Quotation/ Proposal | Signing of Contract | Completion of Contract |
| 1      | 2                   | 3                                     | 4    | 5     | 6            | 7                    | 8  | 9                   | 10                     |
| 1      | ICT                 | Supply of Computer                    | Set  | 1     | RFQ          | 0.06                 | 15 March                                   | 05 April            | 15 May                 |
| 2      | Admn                | Supply & Delivery of Office Furniture | Set  | 1     | RFQ          | 0.08                 | 20 March                                   | 07 April            | 20 April               |
| 3      | Admn                | Supply & Delivery of Generator        | No   | 5     | RFQ          | 7.00                 | 01 April                                   | 20 April            | 30 May                 |
|        |                     |                                       |      |       |              |                      |  |                     |                        |
|        |                     |                                       |      |       |              |                      |  |                     |                        |

**Annexure 2: Fixed Asset Requisition Form**  
**Eastern Bank PLC.**

**Fixed Asset Requisition Form**  
**Furniture, Fixture and Equipment**

**Request From:**

**Date:** \_\_\_\_\_

|                |  |            |  |
|----------------|--|------------|--|
| Name :         |  |            |  |
| Designation :  |  |            |  |
| Branch/ Unit : |  | MIS Code : |  |
| Employee ID :  |  | E-mail :   |  |
| Contact No :   |  |            |  |
| Signature :    |  |            |  |

**Request For** *(To be filled up by respective requester)*

| Sl.<br>No. | Item Name | Quantity<br>(unit) | Expected<br>Delivery Date | ( New <input type="checkbox"/> Replacement <input type="checkbox"/> )<br><br>(For replacement, please put your old asset tag no and rationale for replacement) |
|------------|-----------|--------------------|---------------------------|--|
|            |           |                    |                           |  |

**Old Asset Description** *(In case of Replacement, to be filled up by Finance Dept.)*

| Sl.<br>No. | Date of<br>Purchase | Total Cost (Tk.) | Rate of<br>Depreciation<br>(%) | Accumulated<br>Depreciation(Tk.) | Book Value (Tk.) |
|------------|---------------------|------------------|--------------------------------|----------------------------------|------------------|
|            |                     |                  |                                |                                  |                  |
|            |                     |                  |                                |                                  |                  |

**Cost Vs. Utility Analysis**

|   |  |
|---|--|
| <b>Benefit Analysis</b> <i>(To be filled up by requester Dept.)</i> | <b>Cost Estimation</b> <i>(To be filled up by procuring Dept.)</i> |
|   |  |

Department Recommendation

Procuring Department

Finance & Accounts

**Approved By:**

## *Managing Director & CEO*

## **Annexure 3: Accessories / Stationeries Requisition Form**

### **Eastern Bank PLC.**

## **Accessories / Stationeries Requisition Form**

## **Request From:**

Date: \_\_\_\_\_

|                      |  |                  |  |
|----------------------|--|------------------|--|
| <b>Name:</b>         |  |                  |  |
| <b>Designation:</b>  |  |                  |  |
| <b>Branch/ Unit:</b> |  | <b>MIS Code:</b> |  |
| <b>Employee ID:</b>  |  | <b>E-mail:</b>   |  |
| <b>Contact No:</b>   |  |                  |  |
| <b>Signature:</b>    |  |                  |  |

**Request For** *(To be filled up by respective requester)*

## Department Recommendation

## Procuring Department

#### **Annexure 4: Documentation & screening/evaluation method for standardization of RFP**

To ensure transparency and consistency in the selection of suppliers we need to standardize the technical evaluation process. Tender evaluation committee proposes a set of scoring criteria to serve as the standard for assessing all submitted tenders consistently. To facilitate an evaluation process, it is imperative that all vendors must submit the documents required by Bank with their response in the Request for Proposals (RFP). By aligning with these requirements, we can streamline the evaluation process and ensure that all relevant information is readily available.

- Bidders must provide technical resource CV, Certificates of Resources as asked by EBL in RFP (if required). Minimum number of resource is 3.
- Bidders must provide work order or any referred documents for the product implementation in local banks/NBFI/any other reputed organization. All relevant work orders need to be provided.
- Bidder must comply with the support matrix and SLA as provided by EBL in RFP, Bidder's support matrix also requires to be provided with details given for but not limited to support portal, dedicated contact person, email support, on call support, 24/7/365 support matrix etc.
- Gartner/Forrester report/Market Benchmark of the product (If report exists)
- Vendor must submit RFP compliance documents like E-TIN, Trade License, and Income Tax etc., if there is any change in the concern documents. For paper based open tender, Bidder must submit the up-to-date documents.
- Last 2 years audited financial statements/reports of the bidder.
- Other documents will be based on the RFP as decided by the Bank.

If any of the documents above is not submitted with the RFP response, EBL will have the authority to mark the RFP as invalid.

This document will be applicable for all future RFP and tenders from the signed date and will be reviewed periodically by the tender evaluation committee.

#### **Scoring Criteria for Technical evaluation of RFP:**

| Set A (Product) in descending order as per the base score |            |   |   |  |
|---|------------|---|---|--|
| Parameters  | Base Score | Criteria                                | Mark Consideration Points   | Explanation  |
| Global benchmarking and evaluation of the product         | 10         | Leaders/Excellent – 10                  | A) Check Gartner/Forester reports.<br>B) In case Gartner/Forester reports are not available then global benchmark or reference/ratings of the | In global reports for a bidder's proposal the performance metrics, QoS, compliance standards, innovation and future readiness, |
|   |            | Challengers/Strong Performers/Great – 7 |   |  |
|   |            | Visionaries/Contenders/ Good – 3        |   |  |
|   |            | Niche Players/Average –                 |   |  |

|                |    |  |   |   |
|----------------|----|--|---|---|
|                |    | 2<br>Others/Not Satisfactory – 0   | product can be considered   | security features, interoperability and integration capabilities, client feedbacks, community and premium support reputations etc. to be reviewed to ensure EBL's interests.  |
| RFP Compliance | 50 | <p>Fully complied -(100%) – 50</p> <p>Partially complied (Below 100% but 90% and above) – 45</p> <p>Partially complied (Below 90% but 80% and above) – 40</p> <p>Partially complied (Below 80% but 70% and above) – 35</p> <p>Partially complied (Below 70% but 60% and above) -30</p> <p>Partially complied (Below 60%) – 0</p> | <p>A) Each technical point in the RFP compliance sheet will be assessed by giving Weights. These weights may vary based on the mandatory/optional requirements.</p> <p>B) If a vendor fully complies the requirement, then full mark will be given. For instance, if the weight of an item is 5, then it will be given 5 mark if it is fully complied. If a vendor partially complies with a point, they will receive a partial mark for that particular requirement. For instance, if one RFP item has 4 requirements and the product supports 3 and the weight of the requirement is 5, then the specific item will be given mark as <math>\frac{3}{4} * 5 = 3.75</math></p> <p>C) The final mark is determined by accumulating the sum of the points of technical requirements in the RFP. For instance, if the RFP compliance sheet points sum to 150 and the vendor's response accumulates 130, the final percentage is calculated as <math>85/100</math>, resulting in an 85% compliance. This will get a final score of 60 points.</p> | <p>The objective is to ensure that all vendor proposals meet the bank's specific requirements for security, regulatory compliance, and operational needs. This guarantees that proposed solutions and applications align with bank's requirements as per published RFP.</p> |

| <b>Total</b>   | <b>60</b>  |  |   |  |
|--|------------|--|---|--|
| <b>Set B (Bidder) in descending order as per the base score</b>    |            |  |   |  |
| Parameters   | Base Score | Marking Criteria   | Mark Consideration Points   |  |
| Bidder's Reputation and Track Record                               | 10         | Excellent 10<br>Good-7<br>Average-5<br>Not satisfactory-0  | A) The history and track record of the supplier in delivering similar products.<br>B) Past performance and customer references.<br>C) Supplier's financial stability and reliability.<br>D) Year in operation<br>E) Support Experience with EBL                                       | To ensure that the selected vendor has a proven history of delivering reliable, high-quality technology solutions. Bank will assess past project performance, market reputation, compliances, certifications, blacklists and client references.  |
| Number of Technical Resources related to Product                   | 10         | 5 and above -10<br>3 and above but less than 5 – 7<br>1 and above but less than 3 – 5<br>Less than 1 – 0   | A) Consider the qualifications and experience of key personnel who will be involved in the project.<br><br>B) EBL will only take count of the resource if the certificates/experience that was asked in the RFP complies with the resource otherwise resource will not be considered. | To ensure that the vendor can provide sufficient skilled personnel to support the implementation, maintenance, and ongoing management of the solution. This assessment helps guarantee that the bank can effectively address technical challenges, maintain operational continuity, and adapt to evolving business requirements. |
| Number of Implementation with the offered product (local & Global) | 10         | 3 and above implementations – 10<br>2 implementations -7<br>1 implementation – 3<br>Less than 1 – 0  | A) Implementation Base score and criteria depend on the product<br><br>B) As per RFP local/global implementation will be prioritize   | To evaluate client references, certificate of completion, work order, market presence data and customer feedbacks  |
| Support Service Mechanism  | 10         | All support mechanisms available as per marking consideration – 10<br>Partial mechanism available as per marking consideration – 5<br>No Support – 0 | A) As per the response of RFP<br><br>B) Marking Consideration: Support Portal, Dedicated contact person, email support, on call support, support matrix.  | To evaluate proposed support services exclusively for EBL through helpdesk and ticketing system. Also dedicated support team with proper contact details, knowledge base and documentation.  |
| <b>Total</b>   | <b>40</b>  |  |   |  |

|                    |           |  |
|--------------------|-----------|--|
| <b>Final Mark:</b> | 60+40=100 |  |
|--------------------|-----------|--|

\*Where applicable based on the nature of the R

### **Annexure 5: Tender Opening Sheet/ Register**

Date:

Time:

Names and signatures of the Committee Members who were present at the time of Tendering Opening for Purchase of .....

| <b>SL No.</b> | <b>Name</b> | <b>Designation</b> | <b>Signature</b> |
|---------------|-------------|--------------------|------------------|
|               |             |                    |                  |
|               |             |                    |                  |
|               |             |                    |                  |
|               |             |                    |                  |
|               |             |                    |                  |
|               |             |                    |                  |

### **Annexure 6: Statement of Tender Security/ Earnest Money**

**Eastern Bank PLC.**

Tender dropped on .....at .....and opened on .....at .....for Purchase of .....

| <b>SL No.</b> | <b>Name of Party</b> | <b>Pay Order (PO) Information</b> |             |                     |
|---------------|----------------------|-----------------------------------|-------------|---------------------|
|               |                      | <b>PO Number</b>                  | <b>Bank</b> | <b>Amount (Tk.)</b> |
|               |                      |                                   |             |                     |
|               |                      |                                   |             |                     |
|               |                      |                                   |             |                     |
|               |                      |                                   |             |                     |
|               |                      |                                   |             |                     |

### **Annexure 7: Purchase Committee Register/ Comparative Statement**

**Eastern Bank PLC.**

Comparative statement of .....against Tender No..... dated.....and opened on..... at .....

| <b>SL</b> | <b>Name of the</b> | <b>Ten</b> | <b>Name of the Items, Quoted Quantity &amp; Unit Price</b> |
|-----------|--------------------|------------|--|
|-----------|--------------------|------------|--|

| No. | Tenderer | der<br>Sec<br>urit<br>y | 01           |            | 02           |            | 03           |            |
|-----|----------|-------------------------|--------------|------------|--------------|------------|--------------|------------|
|     |          |                         | Name of Item |            | Name of Item |            | Name of Item |            |
|     |          |                         | Qtd. Qty.    | Unit Price | Qtd. Qty.    | Unit Price | Qtd. Qty.    | Unit Price |
|     |          |                         |              |            |              |            |              |            |
|     |          |                         |              |            |              |            |              |            |
|     |          |                         |              |            |              |            |              |            |

## Annexure 08: A Standard Service Agreement

(*For Example*)

### COUNTRY WIDE GENERATOR MAINTENANCE AND SERVICING AGREEMENT

This GENERATOR MAINTENANCE AND SERVICING AGREEMENT is made at Dhaka on the day of \_\_\_\_\_ day of \_\_\_\_\_, 2024 with effect from \_\_\_\_\_ day of 20

#### BETWEEN

[Name of the service provider], of [Address of the service provider], hereinafter referred to as the “Service Provider” (which expression shall include its successors-in-interest, legal, representatives, administrators, executors and assignees wherever the context so permits) of the FIRST PART.

#### AND

**EASTERN BANK PLC.**, a banking company constituted under the Bank of Credit and Commerce International (Overseas) Limited Bangladesh (Reconstruction) Scheme, 1992, prepared by Bangladesh Bank under Section 77 of the Bank Companies Act, and incorporated in Bangladesh under the Companies Act, 1913, having its registered office at 100 Gulshan Avenue Dhaka-1212; hereinafter referred to as the “Bank” (which expression shall include its successors-in-interest and assignees wherever the context so permits) of the SECOND PART

**WHEREAS** the Service Provider is carrying on business of Automobile Generator & Electrical Service within the territory of Bangladesh.

**AND WHEREAS** the Bank in the course of its business requires services for servicing, maintenance and repairing of Generator sets installed or to be installed in the various branches opened or to be opened throughout Bangladesh.

**AND WHEREAS** the Service Provider knowing the requirement of the Bank and having the requisite expertise and infrastructure to provide the requisite services has approached the Bank and made a proposal for providing the servicing, maintenance, repair, upkeep and supervision as described, including but not limited to, in clause 2 hereunder (hereinafter referred to as the “Services”) of the Generators of the Bank and on the basis of the aforesaid proposal of the

Services Provider, the Bank has requested the Service Provider and the Service Provider has agreed to provide the Services of the Generators of the Bank in consideration of charges as stated in this Agreement and subject to the terms and conditions set forth herein.

NOW, THEREFORE THE PARTIES HERETO AGREED AS FOLLOWS:

## 1. DEFINITION

In this Agreement, the following expressions shall have (save where the context otherwise requires) the meanings respectively attributed to them:

‘Bank’ means the Eastern Bank PLC.

‘Services’ means the scope of the work to be performed by the Service Provider under the terms of this Agreement as described in Clause 2 hereunder.

‘Generators’ means the generators as shown in the - Annexure- A & the cost of spares has been provided in Annexure -A ( detailed in I, II , III & IV which shall include time to time all the Generators to be installed in the newly opened branches of the Bank in future.

‘Price List’ means the price list as shown in the Annexure -A (detailed in I, II , III & IV) of this Agreement.

## 2. SCOPE OF WORK

2.1 The Services to be provided by the Service Provider under this Agreement shall consist of on call technical services at the request of the Bank and the preventive and remedial maintenance services which without any limitation shall include the Scope of Services as stated hereunder and the followings and be carried out by expert hands of the Service Provider at the time of repair and maintenance of the Generators.

2.2 The Service Provider shall:

- a) appoint/maintain adequate experienced and responsible staff/personnel, appropriate transportation and equipment for performance of the Services.
- b) implement a proper, organized and reliable Service Provider network system for performance of the Services to ensure:
  - i. servicing each generator as stated in Annexure-I at least once at two months interval;
  - ii. attending all call for troubleshooting/repairing each generator as stated in Annexure- A & the cost of spares has been provided in Annexure -A ( detailed in I, II , III & IV);

- iii. that its personnel and staff shall follow the instructions and directions of the Bank during providing the required services;
  - iv. system check-up and cleaning in each month;
  - v. check-up of the Generators;
  - vi. checking of structures, materials, accessories of the Generators;
  - vii. supplying materials and components of the Generators and other associated essentials at reasonable price acceptable to the Bank;
  - viii. cleaning, adjusting, lubricating, inspecting, testing and calibrating procedures designed to endure proper operation, reduce product failure and/or extend useful product life according to the procedures and at the frequencies recommended by the Bank;
  - ix. on-site visit by the Service Provider at the designated locations of the Bank;
  - x. attending emergency calls/special cases which shall be required on emergency basis by the Bank;
  - xi. sending engineers, technicians, office executives and employees as may be required by the Bank to attend service calls from the Bank.
- c) obtain all licenses, approval, permissions and insurance for the execution and performance of its obligation under this Agreement;

### **3. OBLIGATIONS OF THE BANK**

- 3.1 The Bank shall notify the Service Provider in writing and/or over telephone regarding the required Services and place from time to time as per requirement of the Bank. The Service Provider shall perform its duty as per directions of such notice.

### **4. SERVICE CHARGE**

- 4.1 The Service Provider shall be entitled to get service charge for rendering its Services under following categories as shown detailed in Annexure-I of this Agreement:

(a) **Dhaka, Narayanganj and Chittagong Region**

| <b>Category of Service</b>   | <b>Amount (BDT)</b> |
|------------------------------|---------------------|
| Per call for Troubleshooting |                     |
| Servicing Generator Sets:    |                     |
|                              |                     |
|                              |                     |

(a) **Other than Dhaka, Narayanganj and Chittagong Region:**

| <b>Category of Service</b>   | <b>Amount (BDT)</b> |
|------------------------------|---------------------|
| Per call for Troubleshooting |                     |
| Servicing Generator Sets:    |                     |
| 01. 5-30 KVA                 |                     |

|                  |
|------------------|
| 02. above 30 KVA |
|------------------|

- 4.2 The above service charges shall exclude the cost of any spare parts/repairing. Any cost of any spare parts/repairing shall be borne by the Bank as per the Annexure- A & the cost of spares has been provided in Annexure -A (detailed in I, II , III & IV) of this Agreement.
- 4.3 The Service Provider shall provide all necessary spare parts as per requirement to maintain the Generators in satisfactory working condition as per the agreed price list as per the Annexure- A & the cost of spares has been provided in Annexure-A ( detailed in I, II , III & IV) of this Agreement.
- 4.4 The price list as shown in the Annexure- A & the cost of spares has been provided in Annexure-A ( detailed in I, II , III & IV) of this Agreement shall be reviewed/varied up to ± 10% after every 6(six) months under prior approval of the Administration Department of the Bank. However, any variance of the above price list above 10% due to market rate fluctuations shall be addressed to the Management of the Bank for approval.
- 4.5 Upon receiving notice from the Bank the Service Provider shall report to the respective Branch within 1 (one) hours for Dhaka for Narayanganj 2(two) and Chittagong Region and within 12 (twelve) hours for other than Dhaka, Narayanganj and Chittagong Region.
- 4.6 The Service Provider hereby further agrees that in the event of failure to provide the Services to the Bank, the Bank shall deduct 50% of the service charges (location wise) as penalty for failure in providing such Services within the stipulated period. The Bank shall be the sole arbiter in determining the failure of the Service Provider.

## **5. COVENANTS**

- 5.1 The Service Provider shall be liable to ensure immediate repairing, servicing, maintenance and supplying of the spare parts as stated in the Annexure- A & the cost of spares has been provided in Annexure-A ( detailed in I, II , III & IV) of this Agreement so that the Generator Sets as stated in the Schedule-I of this Agreement shall remain in order and workable condition to generate electricity up to the capacity of the respective Generator.
- 5.2 The Service Provider shall be responsible for the staff employed by them for performance of this Agreement and upon written notice by the Bank to remove any such staff as may be requested by the Bank and provide a replacement immediately. The employees or agent shall have no right to claim against the Bank. In case of any injury or death of such employees or any representatives of the Service Provider during performance of duties under this Agreement, the Bank shall not be liable to pay any compensation or be responsible in any way.
- 5.3 The Service Provider shall abide by all labor laws in connection with the employment of its staff for performance of this Agreement. Under no circumstance will the staff of the Service Provider be deemed to be staff of the Bank.
- 5.4 The Service Provider has obtained all the required certificates and licenses for the performance of its obligations under this Agreement and for the proper conduct of its

business and shall keep said certificates and licenses updated, current and existing. The execution of this Agreement does not and will not constitute a violation of any statute, rule or regulations, order or judgment or decree of any court, administrative body or authority applicable to it.

- 5.5 Both party hereby acknowledges, affirms and undertakes that the smooth and uninterrupted operation and the Bank's peaceful enjoyment of the Generators are the essences of this Agreement;
- 5.6 The Provider shall be responsible for maintaining the Generators in a smooth and uninterrupted operation condition and attend to all faults or failures which may develop at any time during the term of this Agreement; and
- 5.7 Therefore, in the event of failure to provide smooth and uninterrupted Services by the Provider, the Agreement shall be deemed to be terminated with immediate effect without notice and shall stand null and void. In the event of said termination and nullification of the Agreement, the Bank shall not be liable in any respect to the Service Provider and shall not be bound to pay any service charges due or to be due on the date of such termination and/or nullification and the Service Provider hereby acknowledges, affirms and disclaims any entitlements, claims and allegations against the Bank in such event.

## **6. CONFIDENTIALITY**

- 6.1 The Service Provider, its staff, employees and management hereby undertake to keep in confidence all information, data they may receive or become aware of during the course of performance of this Agreement.

## **7. INDEMNITY**

- 7.1 The Service Provider hereby agrees to indemnify the Bank from all claims, demands, losses and damages incurred by the Bank due to any delay, non-performance, non-delivery/supply, breach of this Agreement, or claims from its staff/employees except for delay, non-performance, non-delivery or breach of this Agreement caused by an Act of God, acts of public enemies, war, strike, bad weather and civil acts or omission for which the Service Provider shall immediately inform the Bank of their occurrence and come to a solution upon mutual consultation.

## **8. COMPENSATION**

- 8.1 In the event of any loss, theft, pilferage, destruction, damage or tempering of any Generator or spare parts in the cause of performance of this Agreement by the Service Provider, the Service Provider shall be liable to pay charges and cost of regeneration or procurement of such Generator or spare parts if possible, including any loss and/or damages of any other nature as computed by the Bank accruing on account of such loss, theft, pilferage, destruction, damage or temperament. While computing such costs,

damages and loss the Bank may consider the bona-fide and genuine reasons beyond the control of the Service Provider.

- 8.2 The Service Provider shall accept any certificate signed by any authorised official of the Bank as sufficient proof of the loss/damage payable by the Service Provider. The Service Provider shall pay the certified amount to the Bank through cheque/ Pay order.
- 8.3 The Bank shall make its claim(s), if any, in respect of any loss, theft, pilferage, destruction, damage or tempering of any Generator or spare parts with the Service Provider within 45 days from the date of causing such loss, theft, pilferage, destruction, damage or tempering.

## **9. TERMINATION:**

- 9.1 This Agreement may be terminated:
  - (i) by mutual written agreement of the Parties; or
  - (ii) by either party upon service of 30 days' prior written notice to the other party without assigning any reason; or
  - (iii) by either party upon service of 7 (seven) day's prior written notice to the other party in case the following events occur:
    - a. Breach of any obligation under this Agreement which shall not be capable of remedy; or
    - b. Breach of any obligation under this Agreement which shall be capable of remedy but the defaulting party fails to cure the same within 15 (fifteen) days of receipt of written notice from the non-defaulting party.
- 9.2 Notwithstanding the termination of this Agreement the mutual rights and obligations of the parties hereto shall survive. The termination shall not affect any antecedent claim of either of the parties as of the date of termination.
- 9.3 Upon termination the Service Provider shall return to the Bank all documents, papers, stationery, spare parts or materials belonging to the Bank and cease usage of the same.

## **10. NOTICE:**

Any notice required to be given hereunder shall be in writing and shall be sufficiently served to the parties hereto by registered letters addressed to either party at the address stated herein and shall be deemed to have been received by the party concerned in the ordinary course of transmission.

## **11. MISCELLANEOUS**

- 11.1 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 11.2 Time shall be the essence in this Agreement, but no failure to exercise nor any delay in exercising on the part of any Party hereto any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 11.3 This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.
- 11.4 This Agreement constitutes the entire agreement amongst the parties and save as otherwise expressly provided no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 11.5 Parties hereto confirm that the Service Provider shall perform under this Agreement as an independent contractor and shall under no circumstances be deemed to be agent of the Bank.
- 11.6 Any attempt to assign or transfer any of the rights, duties or obligations herein without the prior written consent of the parties hereto shall render such attempted assignment or transfer null and void.
- 11.7 Neither this Agreement nor any terms hereof may be changed, waived, discharged, or terminated unless such change, waiver, discharge or termination is in writing signed by both the Parties hereto.
- 11.8 This Agreement shall take effect and be construed in accordance with the laws of the People's Republic of Bangladesh.
- 11.9 This Agreement shall be executed in duplicate. Both are the same document and shall constitute the original. One shall be retained by the Service Provider and the other by the Bank.

## **12. ARBITRATION**

If any difference or dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, such dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, one of whom will be appointed

by each party. The arbitration proceedings shall be conducted in accordance with the Arbitration Act, 2001.

**13. TENURE:**

- a) That the period of this Agreement shall be for 1 (one) year commencing from \_\_\_\_\_ (Commencing Date) and will be expired on \_\_\_\_\_.
- b) This Agreement shall be considered as auto renewed Agreement for further period of every 1(one) year if no objection is raised thereto by each of the parties of this Agreement.

**Annexure- 1**

**SERVICE CHARGE**

*(a) Dhaka, Chattogram, Sylhet & Narayangonj Area:*

| Category of Service          | Amount (BDT) |
|------------------------------|--------------|
| Per call for Troubleshooting |              |
| Servicing Generator Sets :   |              |
| 01. 5 – 30 KVA               |              |
| 02. above 30 KVA             |              |

*(b) Other than Dhaka, Chattogram, Sylhet & Narayangonj Area:*

| Category of Service          | Amount (BDT) |
|------------------------------|--------------|
| Per call for Troubleshooting |              |
| Servicing Generator Sets :   |              |
| 01. 5 – 30 KVA               |              |
| 02. above 30 KVA             |              |

**Schedule**

**Price list for regular servicing materials for generator sets**

| SL. | Description                         | Price (BDT) |
|-----|-------------------------------------|-------------|
| 01. | Engine Oil Mobile (Per Liter) 15w40 |             |
| 02. | Mobile (Oil) Filter                 |             |
| 03. | Fuel (Diesel) Filter                |             |
| 04. | Air Filter (18-27-30KVA)            |             |
| 05. | Battery                             |             |
| 06. | Magnetic Contact (18-30KVA)         |             |
| 07. | D.C.V Relay                         |             |
| 08. | P.D.B Relay                         |             |
| 09. | D.C.V Timer                         |             |
| 10. | P.D.B Timer                         |             |
| 11. | Phase Failure                       |             |

|            |                              |  |
|------------|------------------------------|--|
| <b>12.</b> | Battery Charger (Auto)       |  |
| <b>13.</b> | Battery Charger (Local)      |  |
| <b>14.</b> | Heater Plug                  |  |
| <b>15.</b> | Temperature Sender           |  |
| <b>16.</b> | Fuel Pump Solenoid (Stop)    |  |
| <b>17.</b> | Coolant Filter               |  |
| <b>18.</b> | Silencer Spring Set          |  |
| <b>19.</b> | Thermostat Valve             |  |
| <b>20.</b> | Radiator Coolant             |  |
| <b>21.</b> | ATS Controller for PDB Power |  |
| <b>22.</b> | Electric Base                |  |
| <b>23</b>  | Monitor (Module) Local       |  |
| <b>24</b>  | Generator Module (Start)     |  |
| <b>25</b>  | Others...                    |  |

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

In witness of:

*[Full Name]*

1.

**(Signature of the Service Provider)**

2.

For and on behalf of **EASTERN BANK PLC.:**

*Name:*

*Designation:*

**(Signature and Seal of the Bank)**