

Vendor Enlistment FORM

(Asterisk (*) Field must be filled in and ALL the field must be filled in English)

Picture of Owner
(If Applicable,
Passport Size)

GENERAL INFORMATION

Supplier Name*: _____

Supplier Address*: _____

District*: _____ Country*: _____

Supplier Type*: ☐ Individual Person ☐ Sole Proprietorship ☐ Partnership Firm

☐ Society ☐ Trade Organization ☐ Foreign Company ☐ Private Plc

☐ Public Plc ☐ Listed Public Plc ☐ Government Entity ☐ NGO

☐ Post-secondary Education Institution ☐ Financial Institution ☐ LTU-VAT

☐ Other (Please define): _____

Name of the Proprietor* (if applicable): _____

Contact Details: _____

Telephone*: _____ Fax: _____
Country Code Area Code Number Country Code Area Code Number

Mobile: _____ E-mail: _____
Country Code Number

Contact Person*:

1) Name & Designation: _____ Mobile: _____
Country Code Number

E-mail: _____

2) Name & Designation: _____ Mobile: _____
Country Code Number

E-mail: _____

COMMERCIAL INFORMATION

TIN Certificate Number*: _____

Trade License Number*: _____

BIN*: _____

Labor License Number*: _____

Existing Clients List: _____

Agent/Distributor/Sole Agent (if any): _____

Any other relevant documents: _____

PRODUCT INFORMATION (Attach Catalogue)

Name of the Service/Product*: _____

Product/Service Specification: _____

Product/Service Details: _____

Bank Information*

BEFTN (A)	Bank Name	
	Branch	
	Routing No	
	A/C Name	
	A/C No	
Other, if any (B)	Bank Name	
	Branch	
	SWIFT Code (optional)	
	A/C Name	
	A/C No	
Please select which one to be considered as Default: A or B		

ATTACHMENTS (Photocopy)

- ☐ Trade License*
 ☐ BIN (VAT Registration Certificate)
 ☐ TIN Certificate*
 ☐ Income Tax Certificate/Acknowledgement Certificate
 ☐ Proof of Bank Account*.
 ☐ Labor License*
 ☐ Certificate of Incorporation obtained from RJSC
 ☐ Certificate of Agency-ship/Distributorship
- ☐ Others (Please define) _____

I. General Purchasing Terms and Conditions: Heidelberg Materials Bangladesh Plc.

1. General:

- a) The following General Purchasing Terms and Conditions shall exclusively govern our purchase orders and shall therefore be subject matter of the purchasing agreement. Other terms and conditions of the supplier shall not be part of the agreement, even if we do not expressly object to them or we are aware of the supplier's contrary terms and conditions and accept the goods without reservation.
- b) All orders, consents, and side agreements as well as any subsequent contractual amendments shall be valid only if they have been mutually confirmed in writing. Modifications of this clause shall also be made in a written form.
- c) Supplementary terms and conditions shall apply to assembly, maintenance, inspections, repairs, and other services. Our General Purchasing Terms and Conditions shall also apply to future transactions with the supplier.

- 2. Prices:** The prices set forth in the order are fixed and include the price for all ancillary services required under the agreement (e. g. freight charges DDP our address Incoterms 2020, packaging, insurance, inspection costs).

3. Delivery time:

- a) The agreed delivery times are binding and must be unconditionally met. As soon as the supplier perceives that he will be wholly or partially unable to fulfill his contractual obligations or that he will be unable to fulfill his contractual obligations on time, he shall immediately inform us in writing stating the expected duration of the delay and the respective reason.
- b) If the supplier does not comply with his delivery/service obligation within the agreed delivery time, he shall be liable as provided by law. Alternatively, we are entitled to a contractual penalty for late delivery.

4. Warranty:

- a. The supplier warrants that the goods delivered, for spares & equipment minimum 12 months from the date of use if not stated otherwise, meet the contractually agreed specifications and qualities, conform to recognized technical rules and to the applicable statutory law and administrative regulations, in particular to the relevant provisions on environmental protection, regulations for the prevention of accidents and for employment protection, and that they are free of any defects which would annul or diminish value or suitability with respect to the customary/contractually prescribed use.
- b. If Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (the "REACH-Regulation") in the current version applies to the goods supplied, the supplier warrants that the goods supplied comply with the requirements of the REACH-Regulation (including registration). The supplier shall indemnify us from any claims asserted against us by third parties (including public authorities) due to noncompliance with the requirements of the REACH-Regulation. The supplier is obligated to inform us of any possible amendments of the REACH standards concerning delivery items (i.e., modified safety data sheet) immediately and unrequested.
- c. We are entitled to the warranty claims provided by applicable law, unless agreed otherwise individually between the parties in writing. We reserve the right to claim damages in addition to the right to claim supplementary performance. In the event of supplementary performance (removal of defects or subsequent delivery), the supplier shall bear all costs necessary for the removal of defects or subsequent delivery. A claim for damages also includes indirect, consequential, and financial damages incurred by us in causal connection with the delivery of defective goods, unless supplier acted without fault.
- d. The warranty period, which is regulated by law, shall apply. For a repaired or replaced part, a new warranty period will apply for the same period as for the original part. The supplier shall establish and maintain a recognized quality assurance system and shall substantiate this upon our demand.
- e. Considering the quality assurance obligations of supplier pursuant to section IV.5, goods are to be inspected only with regard to their type and quantity and for externally visible damage caused by transportation upon their arrival. Buyer will notify defects in quality without undue delay and latest within 10 days upon discovery. Insofar, supplier waives the defense of the delayed notification of delayed notifications of defect.

5. Third party rights, industrial property rights and design

- a. The supplier warrants that the goods delivered are free of third-party rights including, in particular, third party industrial property rights such as patents, designs, trademarks and trade names. Supplier agrees to hold harmless and indemnify us against any claims of infringement of any proprietary right and against any resulting damages or expenses caused by the use or sale of the goods in accordance with the contract and immediately upon our first written demand.
- b. Designs, drawings, models, statistical profiles, data carriers and the like as well as any materials furnished by us shall remain our property. They are protected by copyright, and neither they nor other goods produced using them may be given to third parties without our permission. Neither may they be used by third parties or used for advertising purposes even after the expiration of the contractually established period during which damages may be awarded for breach of contract. Furthermore, any such conduct entitles us to withdraw from the contract.

6. Insurance:

The supplier shall arrange at his own cost a liability insurance policy sufficient to cover damages caused by himself, his employees, his agents or the delivered goods themselves. The supplier shall, at our request, notify us the amount of coverage regarding each damaging event.

- 7. Shipping instructions:** The supplier agrees to select the transportation method that is most appropriate and at lowest cost

to us.

8. Invoicing and Payments:

Unless the ~~purch~~ agreement provides otherwise, invoices showing the value added tax identification number must be submitted to Heidelberg Materials Bangladesh Plc. The supplier shall be responsible to specify our order number on all invoices, shipping documents and in all other correspondence. If he fails in doing so, the supplier shall bear any disadvantages resulting from this. Payment deadlines shall begin to run from the time stated but no earlier than after delivery/performance as per contract and receipt of a proper invoice. Payment shall not be deemed as a consent to terms and conditions and prices. The time of payment shall not affect the supplier's warranties and the right to file a complaint in respect of a defect of goods. Unless otherwise expressly agreed in writing, we shall affect payment within 60 days from the day of delivery and receipt of the invoice.

9. Force majeure

Force majeure, including war and similar events as well as business disruptions of all kinds, strikes, lockouts and other causes or events which lead to a restriction or suspension of our business operations, shall entitle us to postpone our duty to accept delivery or wholly or partially withdraw from the contract. Postponement or withdrawal does not entitle the supplier to claim for any damages.

10. Supplier Code of Conduct

We have described and set forth our understanding of internationally recognized principles of sustainable development and fundamental environmental, labor and social standards in our Supplier Code of Conduct, available at

www.heidelbergmaterials.com/en/purchasing. Supplier shall abide by our Supplier Code of conduct. We may terminate the purchasing agreement – if necessary, after giving prior written notice – in the event the supplier is in breach of the principles and standards set forth in the Supplier Code of Conduct. Furthermore, the supplier is expected to ensure that its employees and subcontractors adhere to the standards set forth in the Supplier Code of Conduct likewise.

11. Place of performance, applicable law, jurisdiction, data protection and binding version of Purchasing Terms and Conditions

I. The place of performance shall be the place to which goods are to be delivered or at which performance is to be rendered.

II. The agreement and these conditions shall be governed by Bangladesh law.

III. **Jurisdiction of the supplier:** In case that we process personal data within the scope of the contractual relationship or in the course of contract negotiations, we do so in accordance with the legal requirements, in particular in compliance with the The Organic Law 3/2018, of December 5, on the Protection of Personal Data and the Guarantee of Digital Rights. Further information can be obtained from our information sheet "Data Protection Information for our Business Partners" which is published on our website <https://www.heidelbergmaterials.com/en/procurement> and which you can receive from us on demand.

IV. These General Purchasing Terms and Conditions are executed in the English language. Unless otherwise expressly agreed in writing, the English version of these General Purchasing Terms and Conditions shall serve for information purposes only.

V. Heidelberg Materials plc. Health and Safety policy and Quality Management Policy (QMS) & Environment Management Policy (EMS) does apply all times. Addition to this Penalty policy for PPE policy violation also does apply as appropriate.

VI. HM Group Human Rights Compliance Management Policy does apply at business always.

12. Severability: Should any provision in these General Purchasing Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.

II. GENERAL SAFETY & SECURITY COMPLIANCE FOR CONTRACTORS

- a. The contractor will comply with all Bangladesh applicable laws, regulations as well as with all HMBL (Heidelberg Materials Bangladesh Plc) policies, procedures, standards and guidelines in respect to OHSSE (Occupational Health, Safety, Environment and Security).
- b. The contractor will ensure their employees/sub-contractors are competent, have valid license and experienced to perform the task they are assigned to do for HMBL.
- c. The Contractor will engage skill & medically fit (in related to working condition) employees and who were never punished, fined by any court in Bangladesh or in any court of any other country, will abide by OHSE (Occupational Health, Safety & Environment), administrative and security policies, guidelines, rules, procedures of HMBL e.g. H&S training, risk assessment, restricted movement, non-smoking, accident reporting, use of specific PPEs, use of Permit-to-work system etc. (must not be plc to these). All personal protective and additional equipment of the contractor must be in a safe working condition according to the manufactures' specifications.
- d. The contractor will provide a list of its employees (workers, supervisors, officers, managers) along with their National ID (Voter ID) cards. In case of non-availability of National ID cards, the contractor company will submit a bio-data of each employee listed on their own letterhead pad with seal & authorized signature. If contractor engages new employees/sub-contractors must follow same procedure for initial engagement.
- e. The contractor will provide identity/security cards to its employees and sub-contractors employees whenever they enter into the plant to identify the persons working for which contractor. The identity/security card to be inscribed with: (i) Name of the contractor's employee (ii) Father's name (iii) Contractor's name (iv) Place of work. (v) Period of work (vi) Supervisor of Contractor, where applicable (vii) Photograph of the contractor's employee. (viii) Authorized signature.
- f. The contractor will ensure that its employees/sub-contractors has been given Safety Induction & Other Security & Administrative Instructions by designated HMBL officer on the first day of their work starts at HMBL site/plant. If any new engagement is happened during the job, the fresh person must be taken required induction.
- g. The contractor will only supply fit for purpose equipment that has been managed and maintained as per the Original Equipment Manufacturers (OEM) Manual.
- h. The contractor is required to keep all records for the job in respect to Health & Safety as required by applicable law and HMBL requirements.
- i. The contractor must report any incident or near hit and accident involving bodily injury, fire, leakage, property damage or any fatality to the designated HMBL site contact or Project Manager of HMBL.
- j. The contractor will ensure that their employees/sub-contractors are not carrying, holding of illegal items like, alcohol, drugs, arms/ammunition or any indecent/unethical material. and trying to entering into HMBL Site without valid authorization.
- k. Contractors employees /sub-contractors are not allowed to night stay at the plant.
- l. Work may be stopped, contractor may be penalized and the contract may be ceased if the contractor is not complying with the required OHSE (Occupational Health, Safety & Environment) and Security standards, requirements of HMBL & Country Law.
- m. The contractor WILL INDEMNIFY Heidelberg Materials Bangladesh Ltd for any losses, damages, or injuries resulting from its work.

III. ENVIRONMENTAL POLICY

Protection of the environment is an integral part of Heidelberg Materials Group's strategy. As natural resources are the basis of cement, measures for sustainable environmental care are adopted in all our operations.

In Bangladesh, our policy is to produce high quality cement, optimize operations to save on natural resources and prevent pollution in order to create a cleaner and safer environment.

We achieve these through:

- Limestone saving – To preserve Fossil Fuel & Limestone by reducing clinker portion replace by several additives Like ; Fly ash (waste material from thermal power plant), Granulated Slag (waste material from Steel plant) etc.
- Reduction of dust emissions — installation of state-of-art environmental protection equipment.
- Efficient energy consumption— (i) selection of well-proven high technology for our new investments (ii) To implement more important projects to reduce energy consumption.
- Adherence to strict international environmental standards— ISO 14001 and compliance to local environmental legislations and regulations for all our plants.
- Continuous environmental improvement efforts.

- The environmental policy is documented, implemented, maintained and communicated to relevant government and non-government authorities, employees, suppliers, customers and also to the general public.
- The Policy is reviewed annually.

IV. Occupational Health and Safety Policy of HMBL

Occupational Health & Safety is a core value of HMBL and an integral part of our business activities. Being convinced that injuries, occupational illnesses, and diseases are preventable. We are continuously striving to eliminate or minimize hazards & risks for our employees, contractors/subcontractors, and third parties by pursuing the goal of "ZERO HARM". In pursuit of this commitment, we committed to:

- Provide a safe and healthy working environment for all employees, including contractors, sub-contractors, and third parties by eliminating or minimizing hazards and occupational Health & Safety risks.
- Provides a framework for setting the OH&S objectives and ensuring sufficient resources are available to meet the objectives of occupational health & Safety management systems.
- Fulfill the legal requirements and other requirements.
- Eliminate hazards and reduce occupational health & Safety risks.
- Ensure consultation and participation of workers and other relevant parties through the Human Resource department for the implementation of the OH&S management system.
- Promptly report incidents, investigate the root causes, and ensure lessons learned are shared across all operations.
- Establish a proactive culture through sound health & safety objectives and targets, evaluate effectiveness through a robust review process and compare with benchmarks as appropriate thereby ensuring continual improvement.

Our most valued assets are our employees, and they share responsibilities for meeting the above commitment to ensuring a safe, healthy, and environmentally compliant workplace.

DECLARATION

I/We hereby understand and agree on the above written Information/terms (I, II, III & IV) and I/we want to be the supplier/contractor of HMBL.

Signature of Applicant*: _____ Date: _____
DD / MM / YYYY

FOR HMBL USE ONLY

Supplier ID Number (SAP) : _____

Signature of Purchaser : _____ Date: _____

Trade Compliance Check : _____ Date: _____
DD / MM / YYYY

Approved by HoD Procurement:

_____ Date: _____
DD / MM / YYYY