

সাসটেইনেবল ফাইন্যান্স ডিপার্টমেন্ট
বাংলাদেশ ব্যাংক
প্রধান কার্যালয়
ঢাকা
ওয়েবসাইট: www.bb.org.bd

এসএফডি সার্কুলার নং-০২

১৯ জুন ২০২২
তারিখঃ -----
০৫ আষাঢ় ১৪২৯

ব্যবস্থাপনা পরিচালক/প্রধান নির্বাহী কর্মকর্তা
বাংলাদেশে কার্যরত সকল তফসিলি ব্যাংক।

প্রিয় মহোদয়,

**করোনা ভাইরাসের কারণে সৃষ্ট সংকট মোকাবেলায়
প্রি-শিপমেন্ট ক্রেডিট খাতে পুনঃঅর্থায়ন স্কীম।**

শিরোনামোক্ত বিষয়ে ব্যাংকিং প্রবিধি ও নীতি বিভাগ কর্তৃক জারীকৃত বিআরপিডি সার্কুলার নং-০৮, তারিখ ১৮ মে ২০২২ এর প্রতি আপনাদের দৃষ্টি আকর্ষণ করা যাচ্ছে।

২। উক্ত সার্কুলার অনুযায়ী গঠিত ৫০০০ (পাঁচ হাজার) কোটি টাকার পুনঃঅর্থায়ন স্কীমের আওতায় আগ্রহী ব্যাংকসমূহকে Annexure-A অনুযায়ী বাংলাদেশ ব্যাংকের সাসটেইনেবল ফাইন্যান্স ডিপার্টমেন্ট এর সাথে ‘অংশগ্রহণ চুক্তি’ (Participation Agreement) সম্পাদন করতে হবে। তবে ইতঃপূর্বে চুক্তিবদ্ধ ব্যাংকসমূহকে নতুন করে ‘অংশগ্রহণ চুক্তি’ (Participation Agreement) সম্পাদন করতে হবে না।

৩। অংশগ্রহণ চুক্তি সম্পাদনকারী ব্যাংক কর্তৃক ব্যাংকিং প্রবিধি ও নীতি বিভাগের ইস্যুকৃত সার্কুলার নং-০৮/২০২২ এর ১৪(ক) নং অনুচ্ছেদে বর্ণিত নির্দেশনা ও পদ্ধতি অনুসরণপূর্বক দলিলাদি/তথ্যাদিসহ নির্ধারিত ছকে (Annexure-B) প্রি-শিপমেন্ট ক্রেডিট বিতরণের বিপরীতে পরিচালক (এসএফডি), সাসটেইনেবল ফাইন্যান্স ডিপার্টমেন্ট, বাংলাদেশ ব্যাংক, প্রধান কার্যালয়, ঢাকা বরাবর পুনঃঅর্থায়নের জন্য আবেদন করতে হবে।

৪। আবেদনপত্রের সাথে বিআরপিডি সার্কুলার নং-০৮/২০২২ অনুচ্ছেদ-১৪(খ)-এ বর্ণিত দলিলাদি/তথ্যাদি ছাড়াও নিম্নোক্ত দলিলাদি দাখিল করতে হবে:

ক) ব্যাংকের শাখাভিত্তিক মোট প্রি-শিপমেন্ট ক্রেডিট সুবিধা দাবি সংক্রান্ত তথ্য (Annexure-C);

খ) গ্রাহকভিত্তিক প্যাকিং ক্রেডিট সংক্রান্ত তথ্য (Annexure-D);

গ) লেটার অব অথরাইজেশন (Annexure-E) এবং

ঘ) রপ্তানিমূল্য অগ্রত্যাগ (Overdue Export Bill) সংক্রান্ত ঘোষণাপত্র (Annexure-F)।

৫। অংশগ্রহণকারী ব্যাংকের ব্যবস্থাপনা পরিচালক/প্রধান নির্বাহী কর্মকর্তা অথবা তাঁর মনোনীত কর্মকর্তার স্বাক্ষরে ত্রৈমাসিক ভিত্তিতে ঋণ বিতরণ ও আদায় সংক্রান্ত প্রতিবেদন Annexure-J অনুযায়ী সংশ্লিষ্ট ত্রৈমাসিক অন্তে পরবর্তী মাসের ১৫(পনের) দিনের (মার্চ, জুন, সেপ্টেম্বর এবং ডিসেম্বর ভিত্তিক) মধ্যে পরিচালক (এসএফডি), সাসটেইনেবল ফাইন্যান্স ডিপার্টমেন্ট, বাংলাদেশ ব্যাংক, প্রধান কার্যালয়, ঢাকা বরাবর দাখিল করতে হবে।

চলমান পাতা ১/২

৬। এ সার্কুলারের সংযুক্তিসমূহ (Annexure A, B, C, D, E, F, G, H, I, J) সার্কুলারের অবিচ্ছেদ্য অংশ মর্মে গণ্য হবে। এতদ্ব্যতীত বিআরপিডি সার্কুলার নং ০৮/২০২২ এর অন্যান্য সকল নির্দেশনা পরিপালনীয় হবে।

ব্যাংক কোম্পানি আইন, ১৯৯১ এর ৪৫ ধারায় প্রদত্ত ক্ষমতাবলে এ নির্দেশনা জারি করা হলো যা অবিলম্বে কার্যকর হবে।

আপনাদের বিশ্বস্ত,



(খন্দকার মোরশেদ মিল্লাত)

পরিচালক(এসএফডি)

ফোনঃ৯৫৩০৩২০

ANNEXURE-A

PARTICIPATION AGREEMENT

Between

BANGLADESH BANK(BB)(Central Bank of Bangladesh)

And

[Name of the Scheduled Bank in Bangladesh]

As participant in the

BB's REFINANCE SCHEME for PRE-SHIPMENT CREDIT

PARTICIPATION AGREEMENT

PARTIES

This Participation Agreement (hereinafter also referred to as “Participation Agreement” or ‘Agreement’) is signed on the day of, 20.....

Between

Bangladesh Bank (hereinafter also called as ‘BB’), established by the Bangladesh Bank Order, 1972 (President’s Order No.127 of 1972) having its Head Office at Motijheel C/A, Dhaka, Bangladesh represented by the **Sustainable Finance Department (hereinafter also called as ‘SFD’)**

.

And

[Name of the Bank] (hereinafter also called as “Participating Financial Institution” or ‘PFI’), duly established under the Companies Act 1994 and carrying on its business under the Bank Company Act 1991 (Amended up-to 2013) having license from Bangladesh Bank under BB License No..... dated, as participant in the BB’s **Refinance Scheme for Pre-shipment credit**.

PREAMBLE

Whereas, (A) BB introduced a refinancing scheme (revolving fund) of Tk.5000.00 (Five Thousand) Crore to offer refinance facility against the Bank’s finance to boost up export and foreign exchange earnings with a view to contributing to the economic development of Bangladesh.

(B) Ways of offering refinance facilities to the PFIs against their financing in **Pre-shipment credit** identified/proclaimed by the Bangladesh Bank will be determined based on the terms and conditions set forth in the BRPD Circular No. 08, dated May 18, 2022 and SFD Circular No. 02, dated 19 June, 2022 and also as per the circulars/circular letters to be issued time to time by the BB.

(C) It is required for the PFI which is interested in availing refinance facilities under the BB’s Refinance Scheme for **Pre-shipment credit** to enter into a participation agreement with the BB.

(D) PFIs those are interested to avail refinance facilities from the above-mentioned refinance scheme/fund may avail of the refinance facility upon fulfillment of the terms and conditions set forth in BRPD Circular No. 08, dated May 18, 2022 and SFD Circular No. 02, dated 19 June, 2022 and also as per the circulars/circular letters to be issued time to time by the BB and also has to agree to comply with the terms and conditions of this participation agreement.

Now, therefore, the parties hereby agree as follows:

Article-I

Section-1: Definitions and Related Terms.

Unless the context otherwise requires, the terms defined in this section, for the purposes of this agreement and of any agreement supplemental thereto, have the respective meaning herein specified, as follows:

- a) 'BB' means Bangladesh Bank, the central bank of the Peoples Republic of Bangladesh established by the Bangladesh Bank Order, 1972 (President's Order No.127 of 1972).
- b) 'SFD' means Sustainable Finance Department of Bangladesh Bank.
- c) 'PFI' means Participating Financial Institution (Scheduled Bank) that wishes to participate in the BB's Refinancing Scheme for **Pre-shipment credit**.
- d) 'Bank' means any scheduled bank operating its business in Bangladesh having banking license from the Bangladesh Bank.
- e) 'BRPD' means Banking Regulation and Policy Department of Bangladesh Bank.
- f) 'Financing' means the lending by PFI to the beneficiary/ultimate borrower under the refinancing scheme.
- g) 'Refinancing' means the funding of the BB that will be provided to the PFI against their financing under the Refinance Scheme for Pre-shipment credit.
- h) 'Beneficiary' means any borrower who is an exporter/export oriented industry/institution that may get loan for **Pre-shipment credit** under the refinance scheme.
- i) 'Taka' (hereinafter also called as 'Tk') means the currency of the People's Republic of Bangladesh.
- j) 'Fund' means refinance scheme fund for pre-shipment credit.

Article-II

Eligibility for availing Refinance

- a) Under this scheme Refinance facility will be considered only for **Pre-shipment credit** as per BRPD Circular No. 08, dated May 18, 2022. No credit facility for B/B L/C and other Accessories and or any other loan shall be considered under this refinance scheme.

- b) No loan given to defaulter will be eligible for refinance under this scheme.
- c) According to this agreement, the PFI will submit Demand Promissory Note (DP Note) in favour of the Bangladesh Bank before BB's release of disbursement of refinance to the PFI to ensure repayment of refinance with interest.
- d) In case of any violation/deviation/non-compliance of the rules/regulations/notifications/guidelines/circular/circular letters by the PFI will cause immediate cancellation of the refinance approval and BB will go for immediate deduction of the refinanced amount with interest (Bank rate) from the non-compliant PFI's current account maintained with Bangladesh Bank, Motijheel Office.

Article-III

Section-1: Rate of Interest under Refinance Scheme for Pre-shipment credit.

PFI may charge interest @3.50% pa at maximum on **Pre-shipment credit** to the borrower and Bangladesh Bank will charge/realize interest @0.50% on refinance to PFI as per section 10 and 11 of BRPD circular 08, dated May 18, 2022 respectively.

Article-IV

Section-1: Application Procedure under Refinance Scheme for Pre-shipment credit.

- a) PFI will submit application duly signed by their MD/CEO to Director, SFD, BB, HO on weekly basis within the next week after the date of shipment of the consignment against their Pre-shipment Credit with evidence of shipment and other related documents.
- b) PFI can get up-to 100% (if eligible) refinance against their disbursed loan amount under this scheme. In this regard Bangladesh Bank's decision will be considered as final.

Article-V

Recovery and Monitoring.

Provisions contained in section 15 of BRPD Circular No. 08, dated May 18, 2022 to be duly observed regarding recovery of credit disbursed by the PFI to the borrower and refinance released to PFI by BB under the scheme.

Article-VI

Eligible sector under Refinance Scheme.

Locally produced export oriented industries/enterprises.

Article-VII

Proper Utilization of Pre-shipment Credit and other Specified Conditions

Section 1.1: Proper Utilization of Pre-shipment Credit

PFI will provide/furnish information/documents/statements to the BB regarding end-use/proper utilization of the refinanced **Pre-shipment Credit** in the prescribed forms and manner asked by the BB. Bangladesh Bank will preserve the right to conduct onsite inspection (if required) at any time to verify proper utilization of the refinanced loan.

Section-1.2: Other specified conditions.

a) Selection of borrower, loan sanction, taking securities against loan, disbursement, documentation, determination of debt-equity ratio, proper utilization and monitoring of loan to be ensured by PFI on the basis of

- (i) existing circulars/circular letters issued by the Bangladesh Bank
- (ii) PFI's own rules/guidelines and
- (iii) Banker-Customer relationship

b) Total responsibility and liability regarding loan risks and loan recovery of the loan to client will be vested at the PFI's end.

c) Repayment of refinance cannot be correlated with the recovery of loan by the PFI from the beneficiaries/ultimate borrowers.

d) If the disbursed loan account becomes default at the beneficiary/ultimate borrower's level, the refinance facility will by default be considered as void. PFI must instantly inform the BB about default of such loan. Bangladesh Bank will recover the outstanding refinanced loan amount along-with interest at a time.

e) PFI will ensure duly compliance of required/applicable directions/provisions imposed/circulated by the competent authority and Bangladesh Bank before loan disbursement.

f) Bangladesh Bank will take appropriate measures/necessary steps according to the prevailing laws and regulations, if the PFI does not provide necessary information/statement regarding refinance of Pre-shipment Credit within due time as determined by BB's rules/regulations.

g) The tenor of this revolving refinance scheme is 5 (Five) years from 13 April 2020 and the refinance facility under the said scheme will be continued till the availability of the fund.

h) Bangladesh Bank preserves the right to change/amend or make any addition/deletion or modification regarding the terms and conditions of the refinance scheme/fund.

i) Circulars/Circular Letters to be issued from time to time by the Bangladesh Bank regarding such amendments as mentioned in the sub-section 'h' above will be treated as an integral part of this agreement.

j) All risks related to loan given to borrower will be borne by PFI and PFI will ensure the compliance of export and production related directions/policy of the Government.

k) PFI will duly follow the BB's rules of classification and provisioning regarding the concerned loan.

l) No refinance facility will be considered against pre-shipment credit allowed under export order/export credit issued by shell company/bank.

m) PFI shall follow the policy of Single Borrower Exposure Limit in case of extended credit facility favouring single customer/group.

n) Bangladesh Bank preserves the right to reject any application of refinance under this Scheme, due to cause/causes considered fit to it and not to be explained.

IN WITNESS WHEREOF, the [*Name of the PFI*] has caused this agreement to be executed in its name and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and the Bangladesh Bank as the administrator of the fund, has caused this agreement to be executed, all as of the date first above written.

[Name of the PFI]
[PFI SEAL]

[Signature]

[Managing Director/CEO]
[SEAL]

BANGLADESH BANK
[BB SEAL]

[Signature]

[Director]
Sustainable Finance Department
[SEAL]

WITNESS:

1. [Signature]
[Name and designation of witness from BB]
[SEAL]

2. [Signature]
[Name and designation of witness from PFI]
[SEAL]

ANNEXURE- B

Date: Month DD, YYYY

Director
Sustainable Finance Department
Bangladesh Bank
Head Office
Dhaka

Application for Loan/Investment under Pre-Shipment Credit Refinance Scheme

Dear Sir,

Please refer to BRPD Circular No. 08 dated 18 May 2022 and SFD Circular No.2 dated 19 June 2022 on the captioned subject.

In accordance with the procedures set in the above mentioned circulars, we, (Name of the Bank) hereby request refinance from Bangladesh Bank against the advance/investment made by our bank as per Annexure C and Annexure D.

We are enclosing here-with documents in support of our pre-shipment loan/investment disbursement as required from your end.

We would, therefore, request you to grant re-finance of total BDT at the rate for maximum 180 days and credit our current account number maintained with your Motijheel Office. We hereby authorize you to debit our current account with yourself for the principal and interest amount on the due date as per the said circulars and Participation Agreement (Annexure-A) if not repaid by us within the due date.

Yours faithfully,

Signature:

Name:

Managing Director/Chief Executive Officer/Authorized Official

Phone Number:

email:

Enclosed documents

(As per BRPD Circular:08/2022, SFD Circular No:02/2022

ANNEXURE-C

(FOR HEAD OFFICE)

Name of the Bank :

Sl. No.	Name of the Branch & Address	Number of the Borrower	Amount of Refinance Claim (In Taka)	Remarks
1	2	3	4	5
Total:				

Signature with Seal

MD/CEO/MD or CEO (in-charge)/Credit Head/ID Head/Authorized Official
(Name & Designation with email address and Phone Number)

ANNEXURE-D (For Branch)

Name of the Branch:

Name of the Borrower:

CIB code of the Borrower:

CIB Status as of Application Date:

Table:1

Sl, No.	Export Order/ Export L/C/ Export Contract Number & Date	Date of Expiry of Export Order/Export L/C /Contract	Export Order/ Export L/C/ Export Contract Value	PC Disbursement date (Figure in BDT)	Amount of PC (Figure in BDT)	Amount of Refinance Claimed against PC (Figure in BDT)
1	2	3	4	5	6	7
Total:						

Table:2

PC Limit (BDT in crore)	Amount of Refinance Claimed (as per Column 7 of Table:1) (BDT in crore)	Amount of Refinance received under this Scheme (BDT in crore)	Cumulative Amount of Refinance (BDT in crore)`	Achievement: Percentage with PC Limit
1	2	3	4=(2+3)	5=(4/1)*100%

Signature and Seal of authorized Official(s)

With date

Letter of Authorization

I/We hereby authorize to

Name

Designation

Department

on behalf of me to execute application(s) with related documents regarding “Refinance of Pre-shipment Credit Scheme” under BRPD circular 08, dated: 18 May 2022.

Seal and Signature
of the authorized
Officer

Seal and Signature
MD/CEO

রপ্তানিমূল্য অপ্রত্যাভাসন (Overdue Export Bill) সংক্রান্ত

এই মর্মে প্রত্যয়ন করা যাচ্ছে যে, "প্রি-শিপমেন্ট ক্রেডিট খাতে পুনঃঅর্থায়ন স্কীম" তহবিলের আওতায় পুনঃঅর্থায়ন সুবিধা গ্রহণের মাধ্যমে রপ্তানি/শিপমেন্ট করার পর সংশ্লিষ্ট ক্ষেত্রে মেসার্স-----এর অনুকূলে পরপর তিনটি রপ্তানিমূল্য অপ্রত্যাভাসিত (Overdue Export Bill) নাই।

ব্যাংকের প্রধান নির্বাহী/ মনোনীত কর্মকর্তা

Ref:

Date: , 2022

Director
Sustainable Finance Department
Bangladesh Bank
Head Office
Motijheel
Dhaka

Letter of Debit Authority

Dear Sir,

In reference to our letter, Ref no.: ; dated: , 2020, we hereby unconditionally and irrevocably authorize Bangladesh Bank, to Debit our account with Bangladesh Bank, for realization of applicable interest, principal and Charges/Fees to be incurred by Bangladesh Bank for the sanctioned **BDT**/- (**BDT.....only**) credit facility under “Refinance Scheme against Pre-shipment Credit ” of Bangladesh Bank.

This Letter of Authority shall remain valid and in full effect until full and final settlement of the refinance facility under “Refinance Scheme against Pre-shipment Credit ” sanctioned to **BANK LIMITED**. This Letter of Authority cannot be cancelled, revoked, relieved, discharged, amended or in any way be prejudiced without prior written consent of Bangladesh Bank and/or by any other mandate or authority issued or given by us in relation to our account, until and unless the refinance Facility is fully adjusted and repaid.

FOR AND ON BEHALF OF BANK LIMITED

Name:

Managing Director & CEO/Authorized Official

(Stamp)

Letter of Continuity

Director
Sustainable Finance Department
Bangladesh Bank, Head Office
Dhaka

Dear Sir,

I/We enclose herewith a Demand Promissory Note for
..... Signed by me/us on behalf of the Bank which is given to you as security for the repayment of any Loan (Refinance against Pre-shipment Credit) presently outstanding to my/our name or in the name of either of us/bank or in the of the exporter's institution and also for the repayment of any Loan (Refinance against Pre-shipment Credit) to the extent of

.....which I/We or either of us may avail of hereafter and the said Promissory Note is to be a security to you for the repayment of the ultimate balance amount remaining unpaid on the Loan (Refinance against Pre-shipment Credit) account and I/We am/are to remain liable on the said Promissory Note notwithstanding the fact that by payments made into the said Loan (Refinance against Pre-shipment Credit) amount from time to time the said Loan (Refinance against Pre-shipment Credit) account may from time to time be reduced or extinguished.

Although the said Loan (Refinance against Pre-shipment Credit) account is in the name of..... and will be operated upon only by the said all of us shall be liable jointly and severally as aforesaid.

Yours faithfully,

Managing Director & Chief Executive
Officer/Authorized Official

Dated:

PROMISSORY NOTE

Tk. Date

We jointly and severally promise to pay on demand to or order, the sum of
Tk.....(Taka
.....
.....)

Only for value received with interest thereon from this date, at the rate of percent per
annum or as may be fixed by the Bangladesh Bank from time to time.

Dated:

Yours faithfully,

Managing Director/ Chief Executive Officer/
Authorized Official

Witness:

ANNEXURE- J

Quarterly Statement of Refinance against Pre-shipment Credit

as of March/June/September/December,

SL.No.	Branch Name Branch Code	Export Order/Export LC/Export Contract Value (in '000 BDT)	Amount of Pre-shipment Credit by bank (PFI) (in '000 BDT)	Re-finance Claimed for Number of Borrowers	Amount Claimed for Re-finance (in '000 BDT)	Amount Approved for Re-finance by BB (in '000 BDT)	Outstanding Balance (as per CL) Of Pre-shipment Credit under BB Re-finance (in '000 BDT)		
							UC (Standard)	UC (SMA)	Classified
1	2	3	4	5	6	7	8	9	10

Non-repatriated Export Value (in '000 BDT)	Remarks
11	12

Signature with Seal
Credit Head/ID Head
(Name & Designation with email address and Phone Number)

N.B. This quarterly report must be forwarded to Director, SFD, BB, HO (duly signed by MD/CEO/In-charge of MD/CEO/Authorized Official on **Letter of Head Pad** of the Respective Bank)