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MONITORING OF AGRICULTURAL INPUTS

Tender instructions documents for
agricultural chemicals 1986/7
Draft.

582 B
Sudan

This was produced for S.G.B. as
a Working Document. It is not
part of the Report but should
be kept in library with it.

J.E.M / H.T.S

Copy

with notes by I.B.R.D.

Khartoum discussed with

J.C. Leete.

MONITORING OF AGRICULTURAL INPUTS.

DRAFT

TENDER INSTRUCTIONS DOCUMENTS

FOR

AGRICULTURAL CHEMICALS

1986/7

3804
GJI (G24)

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1. The Sudan Gezira Board (1968) invited sealed bids for supplies and services of Agricultural Chemicals.
2. Interested suppliers may obtain the tender documents and inspect the bidding documents at the office of the General Manager, Sudan Gezira Board - Barakat, Khartoum, Sudan. The office is located at the Sudan Gezira Board - Barakat, Khartoum, Sudan.

THE SUDAN GEZIRA BOARD
SUPPLIES DEPARTMENT
BARAKAT HEADQUARTERS

3. All bids must be accompanied by a bank guarantee for the full amount and must be delivered to the office of the General Manager, Sudan Gezira Board - Barakat, Khartoum, Sudan.
4. Bidders are requested to post or send their bids by registered mail with postage stamp required.

SECTION I : INVITATION FOR BIDS

The description of all requirements for the supply of Agricultural Chemicals is given in the tender documents. The tender documents are available at the office of the General Manager, Sudan Gezira Board - Barakat, Khartoum, Sudan. The office is located at the Sudan Gezira Board - Barakat, Khartoum, Sudan.

1. The Sudan Gezira Board (SGB) invites sealed bids from eligible Suppliers for the supply of Agricultural Chemicals .
2. Interested eligible Suppliers may obtain further information and inspect the bidding documents at the office of the Manager Supplies Dept. of Sudan Gezira Board - Barakat Telex 50001 Call Gezboard Barakat or SGB Office Khartoum Sudan P.O.Box 884 Telex No. 22881 Call Gezboard - Khartoum
3. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of written application to the above and upon payment of non refundable fee of Ls.
4. All bids must be accompanied by a security of (2% Two Percent) of Bids amount and must be delivered to Manager Supplies Dept. S.G.B. Barakat - Sudan on or before (11.00) am on 1986.
5. Bidders are requested to post on their Bids the usual duty stamp required.
6. Delivery
 1. Site delivery of all required quantities of Herbicides should not be later than 1986.
 2. Site delivery of all required quantities of Pesticides should not be later than 1986.
7. Insurance

Insurance for all Chemicals from Port of Origin to delivery sites is the responsibility of Suppliers.
8. The Gezira Board is not bound to accept the lowest or any other tender.

~~Add re~~
~~Francis~~
No
JBY

Origin of Goods

1.1 For purposes of this clause, "Origin" means the place where the goods are manufactured.

Goods are produced which, through their turning, processing or substantial and major changes, possess a commercially recognized product which is substantially different in basic characteristics from that of which they are composed. Prospective bidders are required to attach a certificate of origin of goods in accordance with the above.

1.2 The origin of goods is distinct from the origin of the bidder.

Place of Bidding

2.1 The bidder shall bear all costs of transportation, insurance and submission of low bid, and the bidder shall be responsible for the outcome of the bid.

Section II : INSTRUCTIONS TO BIDDERS

Bidding Instructions

The bidder shall prepare and submit a bid in accordance with the instructions set forth below:

- (a) The bid shall be sealed.
- (b) The bid shall be submitted in duplicate.
- (c) The bid shall be submitted in person.
- (d) The bid shall be submitted in person.
- (e) The bid shall be submitted in person.
- (f) The bid shall be submitted in person.

The bidder shall be responsible for the outcome of the bid.

Source of Funds
Eligible Bidders
Eligible Sources of
Goods.

1. Origin of Goods :

1.1 For purposes of this clause , "Origin" means the place where the goods are manufactured.

Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristic or in purpose or utility from its components. Prospective suppliers are requested to attach a certificate of origin with their offers in accordance with the above.

1.2 The Origin of goods is distinct from the nationality of the bidder.

2. Cost of Bidding

2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Sudan Gezira Board (SGB), hereinafter referred to as the " the Purchaser ", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidding Documents

3. Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include : -

- (a) The Instruction to Bidders;
- (b) The Conditions of Contract;
- (c) Schedule of Requirements;
- (d) The Bid Form and Price Schedules;
- (e) The Bid Security Form;
- (f) The Contract Form; and
- (g) The Performance Security Form.

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantively responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

4.1. A prospective bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or in telex or cable at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will repond in writing to any request for clarification of the Bidding Documents which it received not later than 15 days prior to the deadline for the submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the

Is 15 days practical?
we use 30 days?
Yes

inquiry) will be sent to all prospective bidders which received the bidding documents.

5. Amendment of Bidding Documents

- 5.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 5.2 The amendment will be notified in writing or by telex or cable to all prospective bidders which have received the bidding documents and will be bidding on them.
- 5.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

Preparation of Bids

6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English Language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

7. Documents Comprising the Bid

- 7.1. The bid prepared by the bidder shall comprise the following components :
 - (a) A Bid Form and a Price Schedule completed in accordance with Clauses 8, 9 & 10.
 - (b) Documentary evidence that the bidder is qualified to perform the contract if its bid is accepted.
 - (c) Documentary evidence that the goods to be supplied by the bidder conform to the technical specifications as tested by the ARC and registered in Sudan.
 - (d) Bid security furnished in accordance with clause 13.

8. Bid Form

- 8.1. The bidder shall complete the Bid form and the appropriate price schedule furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices

9.1. The bidder shall indicate the unit prices of the goods it proposes to supply under the Contract as follows :

- (i) The price of the goods quoted C&F Port Sudan.
- (ii) In addition, bidders should indicate a CIF Port Sudan price, for use in cases where bilateral donor finance stipulate such conditions.
- (iii) Charges for inland transportation and all other local costs incidental to delivery of the goods from the port of entry to their final destination.

10. Bid Currencies

10.1. Prices shall be quoted in the following currencies :

- (a) For goods which the bidder will supply from outside the Purchaser's country, prices shall be quoted in US Dollars.
- (b) The cost of inland transport, insurance and other included costs shall be quoted in local currency.

perhaps should clarify.

11. Documents establishing Bidder's Qualifications

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction :

- (a) that, in the case of a bidder offering to supply goods which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods manufacturer or producer to supply the goods in the purchaser's country.
- (b) that the bidder has the financial, technical and production capability necessary to perform the contract.

12. Documents establishing Goods' conformity to Bidding Documents

12.1. Pursuant to Clause (1), the bidder shall furnish, as part of its bid, documents establishing its conformity to the Bidding Documents of all goods which the bidder proposes to supply under the contract.

The documentary evidence of the goods' conformity to the Bidding Documents will be in the form of complete technical specifications detailing its common name, chemical name, volatility, flash point, formulation, compatibility, storage stability, non phytotoxicity to cotton, and method of analysis.

13. Bid Security

13.1 Pursuant to clause 9 the bidder shall furnish, as part of its bid, bid security to the amount of (2%) of the bid value.

- 13.2 The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture pursuant to para 13.7.
- 13.3 The bid security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following forms : -
- (a) A bank guarantee or irrevocable letter of credit issued by a bank located in the Purchaser's country or abroad acceptable to the Purchaser, in the form provided in the Bidding Documents or another form acceptable to the purchaser and valid for 30 days beyond the validity of the bid or
 - (b) A cashier's check, certified check or cash.
- 13.4 Any bid not secured in accordance with the paras 13.1 and 12.3 may be rejected by the Purchaser as non-responsive, pursuant to Clause 22.
- 13.5 Unsuccessful bidder's bid security will be discharged and returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 14.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's executing the contract, pursuant to clause 29, and furnishing the performance security, pursuant to clause 30.
- 13.7 The bid security may be forfeited.
- (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form, or
 - (b) in case of a successful bidder, if the bidder fails : -
 - i) to sign the contract in accordance with clause 29, or
 - ii) to furnish performance security in a accordance with clause 30.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for (120) days after the date of bid opening prescribed by the Purchaser, pursuant to Clause 17. A bid valid for shorter period may be rejected by the purchaser as non-responsive.
- 14.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under clause 13 shall also be suitably extended.

A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

15. Format and Signing of Bid

- 15.1 The bidder shall prepare three copies of the bid clearly marking one "Original Bid" and two "Copy of Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder, or person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid.

Submission of Bids.

16. Sealing and Marking of Bids

- 16.1 The bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly, marking the envelopes as "Original" and "Copy".
- 16.2 The outer envelopes shall be :
 - a) addressed to, The Manager, Supplies Dept. S.G.B. Barakat - Sudan
 - b) be marked "Tender for the supply of Agrochemicals" and bear the Tender number, and the words "DO NOT OPEN BEFORE 1986 and
- 16.3 The inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.4 If the outer envelope is not sealed and marked as required by para 16.2, the purchaser will assume no responsibility for the bids misplacement or premature opening.

17. Dealing for Submission of Bids

- 17.1 Bids must be received by the Purchaser at the address specified under para 16.2 not later than 11.00 am 1986.

1.7.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with clause 5 in which case all rights and obligations of the purchaser & bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to clause 17, may be rejected and/or returned unopened to the bidder.

19. Modification and Withdrawal of Bids

19.1 The bidder may modify or withdraw its bid after the bids' submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

19.2 The bidder's modification or withdrawal notice shall be prepared, sealed marked and dispatched in accordance with the provisions of Clause 16. The withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 Subject to Clause 21, no bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.

Bid Opening and Evaluation

20. Opening of Bids by Purchaser

20.1 The Purchaser will open bids, in the presence of bidder's representatives who chose to attend, at 1130 am, on
at the SGB Barakat Headquarters.
The Bidder's representatives who are present shall sign a register evidencing their attendance.

20.2 The bidder's names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the opening.

20.3 The purchaser shall prepare minutes of the bid opening.

21. Clarification of Bids

21.1 To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 Prior the detailed evaluation, pursuant to Clause 24, the purchaser will determine the substantive responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantively responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 A bid determined as substantively non-responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

22.5 The purchaser may waive any minor informality of non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

23. Conversion to Single Currency

23.1 To facilitate evaluation and comparison, the purchaser will convert any bid prices expressed in the amounts in any other currencies in which bid price is made to US dollars at the exchange rate established by the Central Bank in the Purchaser's country on the date of the opening of the bid.

24. Evaluation and Comparison of Bids

- 24.1 The purchaser will evaluate the bids which are substantively responsive under 22.3 taking into consideration (a) Pest complex prevailing in the different areas of the irrigation schemes (b) Performance and persistence of the Chemical based on trials and experience on the irrigation schemes and (c) current agricultural practices, and will reject those bids which do not meet the requirements set by the above considerations.
- 24.2 The purchaser will compare the bids screened under 24.1 above on the basis of the price per feddan of the product or mixture to be used.
- 24.3 The purchaser shall compute the price per feddan of the product or mixture taking also into account the price quoted by the bidders for the cost of inland transportation, insurance and other incidentals for delivery of goods to the project site; these costs should be quoted in local currency. check consistency.
(for C & F bids)
- 24.4 A maximum number of one product or mixture per application will be selected where it is considered necessary to combine different chemicals. Where this is not necessary only one chemical per application will be selected.

25. Contacting the Purchaser

- 25.1 Subject to Clause 21, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- 25.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

Award of Contract

26. Post Qualification

- 26.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 26.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

23.2 Within 30 days of receipt of the contract form, the successful bidder shall furnish the performance security to the Purchaser.

26.3 An affirmative determination will be prerequisite for award of the contract of the bidder. A negative determination will result in rejection of the bidder's bid, in which event, the Purchaser will proceed to next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

30. Performance Security
30.1 Within 30 days of receipt of the contract form, the successful bidder shall furnish the performance security to the Purchaser.

27. Award Criteria

27.1 Subject to Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantively responsive and has not been rejected under 24.1 and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

30.2 Failure to furnish the performance security within the time specified in the award notice shall result in the award being given to the next lowest evaluated bidder or call for new bids.

27.2 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

28. Notification of Award

28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed in writing by registered letter, that its bid has been accepted.

28.2 The notification of award will constitute the formation of the contract.

28.3 Upon the successful bidder's furnishing of performance security pursuant of Clause 30, the Purchaser will promptly notify each un successful bidder and will discharge its bid security, pursuant to Clause 13.

29. Signing of Contract

29.1 At the same time that it notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract form provided in the Bidding Documents, incorporating all agreements between the parties.

29.2 Within 30 days of receipt of the contract Form, the successful bidder shall sign and date the contract and return it to the Purchaser.

3.0 Performance Security.

30.1 Within 30 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in accordance with the Condition of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.

30.2 Failure of the successful bidder to comply with the requirement of Clause 29, or Clause 30, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

SECTION III : CONDITIONS OF CONTRACT

Section III - CONDITIONS OF CONTRACT

CLAUSES

Clause
Number

1. Definitions
2. Application
3. Country of Origin
4. Standards
5. Use of Contract Documents & Information
6. Patent Rights
7. Performance Security
8. Inspections and Tests
9. Packing
10. Delivery and Documents
11. Insurance
12. Transportation
13. Payment
14. Prices
15. Contract Amendments
16. Assignment
17. **SECTION III : CONDITIONS OF CONTRACT**
18. Termination for Default
19. Force Majeure
20. Termination for Insolvency
21. Termination for Convenience
22. Resolution of Disputes
23. Governing Language
24. Applicable Law
25. Notices
26. Taxes and Duties
27. Specification
28. Packing
29. Labelling and marking
30. Quality control

Section III : CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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21. Termination for Convenience
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23. Governing Language
24. Applicable Law
25. Notices
26. Taxes and Duties.
27. Specification
28. Packing
29. Labeling and marking
30. Quality control

Section III : CONDITIONS OF CONTRACT

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated :

- (a) " The Contract " means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein ;
- (b) " The Contract Price " means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) " The Goods " means all the materials which the supplier is required to supply to the Purchaser under the Contract;
- (d) " The Purchaser " means the Sudan Gezira Board, Barakat Headquarters, P.O.Box 884, Wad.Medani, Sudan. tel. telex No. 22881, Cables whether purchasing goods on its own behalf or on behalf of any other Corporation or body.
- (e) " The Supplier " means

left out ?!

2. Application

2.1 These Conditions shall apply in all contracts made by the Purchaser for the procurement of Goods, excepting those, where special conditions may be imposed by donor agencies

Country of Origin ^R - supplier -

3. Country Of Origin

3.1 For purposes of this Clause "Origin" means the place where the Goods were produced. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The Origin of Goods are distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this contract shall conform to the technical specifications submitted with the bid document, and be identical to the products tested and registered in Sudan, under which registration, the supplier is eligible to bid. Such technical specifications shall be presented in the format defined in Clause 27.

5. Use of Contract Documents and Information

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, sample or information furnished by or on behalf of the Purchaser in connection therewith to, any person other than a person employed by the supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in para 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than Contract itself enumerated in para 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by Purchaser.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims or infringement of patent, trade mark or industrial design rights arising from use of Goods or any part thereof in the Purchaser's country.

7. Performance Security

- 7.1 Within 30 days after the Supplier's receipt of notification of award of the contract, the Supplier shall furnish performance security to the Purchaser, in the amount specified in Clause 7.3
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligation under the contract.
- 7.3 The performance security shall be in the amount of 10% of the contract price and be denominated in the currency of the contract or in another freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms :
- a) A bank guarantee or irrevocable letter of credit issued by a Bank located in the Purchaser's country, or abroad acceptable to the Purchaser, and in the form provided in the Bid Documents or another

- form acceptable to the Purchaser; or
- b) A Cashier's check, certified check or cash.

7.4 The performance security will be discharged by the Purchaser not later than 30 days following the date of completion of the Supplier's obligations under the contract.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect/or test the Goods to confirm their conformity to the Contract Specifications.
- 8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 8.3 The Purchaser's right to inspect, test, and where necessary, reject the Goods after the Goods's arrival in the Purchaser's country shall in no way limited or waived by reason of the goods having previously been inspected tested and passed by the Purchaser or its representative prior to the goods shipment from the Country of origin.
- 8.4 Nothing in Clause 8 shall in any way release the Supplier from any Warranty or other obligation under this Contract.

Need to define Inspector in Special Conditions why?

be A

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage for more than 2 years. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The drums should be painted mostly in white or pale shades to reduce temperatures, but may have identification symbols or colour codes.

Special Conditions to cover chemical packing requirements
Life of chemicals? OK

10. Delivery and documents

- 10.1 Delivery of Goods shall be made by the Supplier in accordance with the terms contracted for.
- 10.2 a) In the case of C&F and CIF contracts, when a clean bill of lading, together with all such documentation as shall be specified in the conditions of contract have been furnished to the Purchaser; and
- b) For the local portion of the contracts, when evidence that delivery of the Goods has taken place in accordance with the terms of the contract, together with the invoice (s) and all such other documentation as shall be specified in the conditions of Contract have been submitted to the Purchaser.

10.3 For the purposes of the contract, "C&F" and "CIF", have the meanings assigned to them by the current editions of the International Rules for the Interpretation of Trade Terms, published by the International Chamber of Commerce, Paris, and commonly referred to as Incoterms.

Documents

10.4 Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex, the full details of the shipment including contract number, description of goods, quantity, vessel name, bill of lading number and date.

10.5 The Supplier shall present the ORIGINAL shipping documents to the Bank under the respective Letter of Credit.

10.6 The Supplier shall mail a COPY of the following documents to the Purchaser and to the Insurance Agent :

- a) Supplier' Invoice
- b) Non-negotiable bill of lading
- c) Insurance Certificate (for CIF contracts only)
- d) Certificate of Analysis
- e) Certificate of Origin.

11. Insurance

11.1 All goods supplied under the Contract shall be fully insured against "All Risks" including War Risk and Strikes, warehouse to warehouse, and the insured value shall be at least 110% of the C&F or CIF value. The Supplier or his agent will be the beneficiary and the refund to the Purchaser of any loss shall be effected as prescribed in clauses 11.2 and 11.3.

11.2 For a contract on the basis of " C&F + Local Portion " :

Insurance shall be covered by the Supplier's Agent locally and the insured value shall be in local currency. The C&F value of any quantity short-delivered at the final destination shall be paid by the Supplier's Local Agent to the Purchaser in local currency on the basis of the Exchange rate applied by the Bank for opening the letter of credit.

11.3 For a contract on the basis of " CIF + Local Portion " :

Insurance shall be covered by the Supplier and the insured value shall be in US Dollars. The CIF value of any quantity short-delivered at the final destination shall be paid by the Supplier to the Purchaser in US Dollars.

12. Contract Amendments

12.1 No variation in, or modification of, (16)..... of the contract

(17).....

12. Transportation

- 12.1 Ocean Transportation shall be by vessels registered in eligible source countries, as defined in Clause 3, or belonging to Shipping Conferences in which shipping lines from such member countries hold a major share.
- 12.2 Where the Purchaser has specified in its Schedule of Requirements, that transportation, shall be on a national flag carrier of the Purchaser's country, the Supplier may arrange for an alternative carrier, only if no national carrier is available to transport the Goods within the delivery period.
- 12.3 Transportation of the Goods after delivery to Purchaser's warehouse shall be the responsibility of the Purchaser.

13. Payment

- 13.1 C&F (or CIF) Portion.
Payment shall be effected in foreign currency by irrevocable confirmed letter of credit established in favour of the supplier in a bank, in his country, on submission of documents specified in the contract.
- 13.2 Local Currency Portion.
Payment will be made in Sudanese pounds within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the goods have been delivered satisfactorily.
- 13.3 The currency or currencies in which payments is made to the Supplier under this contract shall be specified, subject to the following general principle; payment will be made in the currency or currencies in which the contract price has been stated in the Supplier's bid, as well as in other currencies based on exchange rates at the time of the contract signing in which the supplier had indicated in its bid that it intends to incur expenditures in the performance of the Contract and wishes to be paid.

Bank of Sudan does not confirm L/Cs.

Special conditions - Payment terms Documents.

May have to be insured by a donor.

14. Prices

- 14.1 Prices charged by the Supplier of Goods delivered under the Contract shall not, with the exception of any price adjustments authorized by the Purchaser and agreed by the Supplier, vary from the prices quoted by the Supplier in its bid.

15. Contract Amendments

- 15.1 No variation in, or modification of, the terms of the contract

15. Force Majeure shall be made except by written amendments signed by both the parties.

16. Assignment

16.1 The supplier shall not assign, in whole or in part, its obligation to perform under this contract, except with the Purchaser's prior written consent.

17. Delays in the Supplier's performance

17.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule specified in the contract.

17.2 An unexcused delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to forfeiture of its performance security and / or termination of the Contract for default.

17.3 If at any time during performance of the contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, in which case the extension shall be notified by the parties by amendment of the Contract.

18. Termination for Default

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part :

- a) If the Supplier fails to deliver any or all of the Goods within the time period (s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 22.
- b) If the Supplier fails to perform any other obligations under the Contract; or
- c) If the Supplier, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing after receipt of the default notice from the Purchaser.

18.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Clause 18.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(18)....

19. Force Majeure

19.1 Notwithstanding the provisions of Clause 22, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the causes thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Termination for Insolvency

20.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action that may accrue thereafter to the Purchaser.

21. Termination for Convenience

21.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience.

The notice of termination shall specify that termination is for the Purchaser's convenience and the date upon which such termination becomes effective.

21.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of the notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may select :

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials previously procured by the Supplier.

22. Resolution of Disputes

22.1 The Purchaser and the Supplier shall make every effort to resolve

amicably by direct or informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

22.2 If, after thirty days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified.

These mechanisms may include, but are not restricted to conciliation mediated by a third party, adjudication in an agreed national or international forum and/or international arbitration. The prices mechanism shall be specified.

22.3 In the case of a dispute between the Purchaser and a Supplier or his agent which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country.

22.4 In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of International Arbitration Rules,

23. Governing Language :

23.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the instructions to Bidders. Subject to Clause 24, that language version of the contract shall govern its interpretation. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

24. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

25. Notices

25.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex cable and confirmed in writing to the address specified for that purpose in Clause 1.1.d

25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

26. Taxes and Duties

26.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

26.2 A local supplier shall be entirely responsible for all taxes,

*Foreign Suppliers
- delivery to Pt. Sudan
not responsible for any
taxes/duties etc.*

(20)....

duties, license fees incurred within the Purchaser's country, until delivery of the contracted goods to the Purchaser, excepting such taxes, duties or licence fees imposed by any authority between the date of the signing of the contract and the delivery of the products.

27. Technical Specifications

The Supplier will attach to the bid a specification of every product it intends to supply ;

27.1 For emulsifiable liquid formulations ;

- a) Chemical name and percentage active ingredient
- b) Emulsion properties and separation characteristics
- c) Storage stability, under high temperatures
- d) Flash point

27.2 For ULV formulations ;

- a) Chemical name and percentage active ingredients
- b) Solvent type and volatility, *formulation viscosity data at 30-40°C.*
- c) Storage stability under high temperatures
- d) Flash point

27.3 For Water soluble solutions;

- a) Chemical name and percentage active ingredients
- b) Solvent type
- c) Storage stability
- d) Flash point

27.4 For powders, seeddressings, granules ;

- a) Chemical name - percentage active ingredients
- b) Carrier base
- c) Storage stability

27.5 Each specification listed should be supported by the appropriate recognised analytical methods used to determine that specification.

27.6 Each product specification should also note data on mammalian toxicity and field hazard potential and include a guarantee of nonphytotoxicity to cotton.

28. Packing

The drums should contain 45 Imperial gallon or 200 litres and be fabricated of steel not less than 1.5 mm thick, and lined with an internal material to prevent corrosion and decomposition of the pesticide over the full period of the stated storage stability and be painted in white or pale colours.

The Supplier remains responsible for any deterioration of the product, or loss or leakage caused by the failure of the containers during storage under Sudan conditions.

*Storage Requirements
impossible to stipulate.*

(21).....

29. Labels and Marking

29.1 The supplier shall stencil each drum clearly with the following marks, in letters not less than 5 mm in size;

- a) Product name and percentage active ingredient;
- b) Supplier's name, manufacturer, country of origin.
- c) Order number and data of manufacture.
- d) A hazard/poison symbol.

29.2 A label detailing use and precautions and first aid treatment in case of accidents, must also be attached to each drum, in *English and Arabic script.*

30. Quality Control

30.1 The Supplier will submit a half litre sample, representing the standard of each product, with the bid documents.

30.2 The Supplier shall submit a certificate of analysis from an independent analytical laboratory of a random sample from each shipment of product, confirming the product meets the bid specifications. The Purchaser reserves the right to reject any shipment, which differs from the specifications accepted in the contract and ask for a replacement.

30.3 In the event that an analysis performed by the Purchaser, or its representative, differs from those submitted by the Supplier, then further samples will be submitted to a mutually agreed third analytical laboratory, whose results will be final.

Section VII. BID FORM AND PRICE SCHEDULES

Date: _____

Item No.: _____

Contract No.: _____

To (Name and Address of Purchaser)

Gentlemen:

Having examined the Conditions of Contract and Specifications included

the undersigned, offer to supply and deliver (in accordance with the said Conditions of Contract and Specifications) the goods specified in the Schedule of Prices attached herewith at the unit price stated in accordance with the Schedule of Prices attached herewith. This offer is valid for a period of 30 days from the date of receipt of your letter of acceptance of this bid.

If our bid is accepted, we commence delivery within _____ days calculated from the date of receipt of your letter of acceptance of this bid. We agree to abide by this bid for a period of 90 days from the date of receipt of your letter of acceptance of this bid.

Except as otherwise specified in our bid, we will perform the obligations of the Contract and we agree to be bound by the terms and conditions of the Contract and the Instructions to Bidders attached herewith.

Our bid is binding upon us and may be accepted at any time before the expiration of the period specified above.

A formal contract is prepared and signed by both parties as soon as possible after the award of the contract.

We understand that you are not bound to accept any bid or to award a contract to any bidder.

Very faithfully,

 Signature

Price Schedule for Goods to be Imported
 (To be Completed by Foreign Suppliers or Their Local Agents)

Name of Bidder _____ IFB Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	UNIT PRICE CIF Port of Entry (Specify Port)	Total CIF Cost per item (ccl.4-6)	Unit Cost of Inland delivery to final destination

Signature of Bidder _____

Note : In case of discrepancy between unit price and total, the unit price shall prevail.

Section VII. BID FORM AND PRICE SCHEDULES

Date : _____

Loan No.: _____

Contract NO.: _____

To: (Name and Address of Purchaser)

Gentlemen :

Having examined the Conditions of Contract and Specifications including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods) in conformity with the said Conditions of Contract and Specification for the sum of (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (Number) days and to complete delivery of all the items specified in the Contract within (Number) days calculated from the date of receipt of your Letter of Acceptance/ Letter of Credit.

If our bid is accepted we will obtain the guarantee of a Bank in a sum not less than (10) % of the Contract sum for the due performance of the Contract.

We agree to abide by this bid for a period of (Number) days from the date fixed for bid opening under Clause 22 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 19____

Signature

Duly Authorized to sign bid for and on behalf of _____ (In the Capacity of)

Witness _____

Address _____

Signature _____

Rate of Delivery

Section VIII. BID SECURITY FORM

Whereas _____
(Hereinafter called "the Bidder") has submitted its bid dated _____
for the supply of _____

(Hereinafter called "the Bid") _____

KNOW ALL MEN by these Presents that WE _____
of _____

having our registered offices at _____

(Hereinafter called "the Bank") are bound upto _____

(Hereinafter called "the Purchaser") in the sum of _____

for which payment well and truly to be made to the said Purchaser, the
Bank binds itself, its successors and assigns by these presents. Sealed with the
Common Seal of the said Bank this _____ day of _____ 19____.

THE CONDITIONS of this obligation are :-

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form, or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - A) fails or refuses to execute the Contract Form, if required, or
 - B) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders ;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of Witness _____

Address of Witness _____

(Signature of the Witness)

Section IX. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 19__ Between (Name of Purchaser) of (Country of Purchaser) (hereinafter "The Purchaser") of the one part and (Name of Supplier) of (City and Country of Supplier) (hereinafter "the Supplier") of the other part;

WHEREAS the Purchaser is desirous that certain Goods should be provided by the Supplier, viz., (Brief Description of the Goods) and has accepted a bid by the Supplier for the provision of these Goods in the sum of (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Bid Form and the Price Schedule;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The General Conditions of Contract; and
 - e) The Special Conditions of Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the Presence of : _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

in the presence of : _____

Section A. PERFORMANCE SECURITY FORM.

To : _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of
Contract No. _____.

dated _____ 19 _____ to Supply (Description of Goods)
hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the
Supplier shall furnish you with a Bank Guarantee by a recognized Bank for
the sum specified therein as security for compliance with the Supplier's
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee :

Therefore We hereby affirm that we are Guarantors and responsible to
you, on behalf of the Supplier, up to a total of (Amount of the Guarantee
in Words and Figures) and we undertake to pay you, upon your first written
demand declaring the Supplier to be in default under the Contract and without
cavil or argument, any sum or sums within the limits of (Amount of Guarantee)
as foreshaid, without your need to prove or show grounds or reasons for your
demand or the sum specified therein.

This guarantee is valid until the _____ day _____ 19 _____

Signature and Seal of the Guaranteee

Dates _____

Address _____
