

IN THE NAME OF ALLAH

**TERMS AND CONDITIONS OF RENEWAL OF
ONE STEP INTERNATIONAL TENDER FOR PURCHASE OF
6 ITEMS OF TECHNICALS AND RAW MATERIALS
REQUIRED BY ABYEK CHEMICAL COMPLEX**

Agricultural Support Services Company (ASSC), a subsidiary of the Ministry of Agriculture -Jahad of the Islamic Republic of Iran, considers purchasing of **six items of technical and raw materials as follows**, through one step international tender with the following terms and conditions:

All of qualified domestic and foreign companies which are interested in attending the said tender should submit their offer in three separate sealed envelopes:

Envelope "A" includes the bid bond.

The bid bond value for each item should be:

A- € 233 for Adjuvant PAP equivalent of Iranian Rials **10674000**.

B- € 2556 for Propargite Tech 98 pct. equivalent of Iranian Rials **117342000**.

C- € 10500 for Deltamethrin Tech 98 pct. equivalent of Iranian Rials **480136000**.

D- € 3255 for Permethrin Tech 98 pct. equivalent of Iranian Rials **149428000**.

E- € 131 for Emulsifier FF₄ or similar product equivalent of Iranian Rials **6013000**.

F- € 465 for Emulsifier FF₆ or similar product equivalent of Iranian Rials **21274000**.

1-the bidder should submit the bid bond as follows:

1-1-A bank guarantees with three- month validity, unconditional and extendible for another three-month period issued by one of the commercial banks in Iran or other non-banking institutes who have obtained permission via CBI to the name of ASSC. Bid bonds (bank guarantees) currency should be the same as offer's currency. Bid bonds should be given separately for each item offered and specifying to which tender it is related.

1-2- Presenting receipt of depositing Iranian Rial bid bond to ASSC's account no. 4001039704005791 with Sheba no. IR250100004001039704005791 at the Central Bank of Islamic Republic of Iran through payment order of Satna or Paya with the 30- character identification code no. 358039782263500650000000000006 will be possible.

In case the first winner refrains from concluding the contract and or from submitting PBG, then the relevant bid bond will be confiscated and the contract will be concluded with the second winner. In case the second winner refrains from concluding the contract, then its bid bond will be confiscated and the tender will be renewed. It is necessary to mention that the PBG must be equal to ten pct. of total value of the contract.

The PBG will be returned after fulfilling all commitment stipulated in the contract and also full confirmation of quality and quantity of the subjects of this tender.

Envelope "B " includes:

- 1- Completed form of settlement of the previous outstanding accounts as per attachment no.1 signed by our financial manager.
- 2- The signed and stamped protocol of agreement with the main producer (if the producer and the bidder are different).

As per our prerogative, the main producer will be questioned on the authenticity of the said protocol. In case of not verifying the accuracy of the said protocol by the main producer, the submitted bid bond(s) will be confiscated. Meanwhile, the protocol date should be in the period of **February 5,2018 and March 13,2018**.

- 3- One copy of the terms and conditions of this tender stamped and signed, page by page, by authorized signatories.
- 4- The attached format of the contracts to be signed and stamped, page by page, by authorized signatories. (contract with terms of payment in Rials for domestic bidders, and contract with terms of payment in the framework of L/C opening for foreign sellers).
- 5- The import permission obtained from IR. Plant Protection Organization by importer companies **(for domestic bidders)**.
- 6- The synthesis certificate obtained from IR. Plant Protection Organization by domestic technical producers for the subject of the tender **(for domestic bidders)**.
- 7- **Registration certificate of taxpayers (for domestic bidders)**.
- 8- **Firm's charter/ article of association (for domestic bidders)**.
- 9- **Official newspaper of the last changes (for domestic bidders)**.
- 10- **The latest audited statement of accounts (for domestic bidders)**.
- 11- **The registered user code in National Database Portal of Iran Tender's Information (for domestic bidders)**.

Note: any shortcoming in presenting each of the above mentioned documents in "Envelope B" will result in not opening "Envelope C". Therefore, you are requested to pay special attention to this point.

"Envelope C ": includes offers which should be inserted in attachment no.2 to be signed and stamped by authorized signature.

Please note that according to letter no. 92/344791 on 26/11/1392 (Iranian year), Department of Policies and Currencies Regulations of CBI, establishment of L/C / draft or sending bill of exchange in favor of domestic beneficiaries is illegal, in case of submitting offers by domestic companies (Iranian companies), value payment of the delivered cargo would be effected in Rials in line with framework of contract of domestic commercial management of ASSC.

Note1: the bidders should complete one separate copy of attachment no. 2 for each item of the subject of the tender.

Note2: the domestic bidders should submit both their offers and bid bond in IRI. Rials.

Note3: in equal conditions, the domestic bidders' offers are preferred to the foreign ones.

Time to Deliver Envelopes

The above envelopes should be delivered to the security office on **latest on Tuesday March 13, 2018 at 12:00** to our security office located on 8th floor. Meanwhile the meeting for the opening of the envelopes will be on Tuesday March 13, 2018 at **14:00 PM** (the same day) with the presence of bidder's representatives in our purchasing committee (9th floor , no. 1, Fourth Alley, Gandhi st., Tehran, Iran).

Note 1: the sealed and stamped envelopes "A", "B" and "C" should be separately packed in a suitable cover sealed and stamped.

Note2: in case of unexpected holidays in governmental offices and in order to prevent any problem in the process of tender, the same period of the extra holidays will be added to the duration of the tender procedure (commence and end of tender documents delivery). Meanwhile if the closing date of tender and opening of offers will fall on the day of unexpected holiday, then the closing date will be the first working day after the holidays.

General terms and conditions:

1) Mode of presenting offers:

Bidders should submit their offers in the following manner:

1-1 For foreign bidders Offers to be made in any currencies **except US dollar.**

1-2 Offers with shipment by trucks should be on the basis CPT Tehran, Shahryar customs preferably by Iranian trucks and. In case of shipment by non–Iranian trucks, 10 pct. foreign flag dues will be to seller's account.

1-3 Offers with shipment by vessels should be on the basis of CFR Bandar Abbas, Iran, preferably by Iranian vessels. In case of shipment by non-Iranian vessel, foreign flag charges will be on seller's account.

1-4 **Domestic bidders should deliver the cargo in the warehouses of Abyek Chemical Complex.**

2) Validity of Offer

The submitted offer should be valid at least for 10 working days from the date of opening offers.

3) Commodity / Technical Specification:

- 3-1- Adjuvant PAP for producing granular Cartap 4 pct.
- 3-2- Propargite tech 98 pct. as per FAO specifications and confirmed by IR. Plant Protection Organization.
- 3-3- Deltamethrin tech 98 pct. as per FAO specifications and confirmed by IR. Plant Protection Organization.
- 3-4- Permethrin tech 98 pct. as per FAO specifications and confirmed by IR. Plant Protect Organization.
- 3-5- Emulsifier FF4 or similar product
- 3-6- Emulsifier FF6 or similar product

Note: in case of making any changes in FAO specifications before shipment of the cargo, the seller should deliver the item no. 3-2, 3-3 and 3-4 as per the new specifications of FAO.

4) Packing

- 4-1- The subject of article no.3 in 200 kg drums

The goods and the packing have a shelf life of at least one year from the date of the delivery time and in line with international standards. The packing must be new and also its dimensions and packing type ought to be clearly specified.

5) Quantity of the Procurement

ITEM	Name	Quantity/KG
1	Adjuvant PAP	2500
2	Pesticide Propargite tech 98%	8724
3	Pesticide Deltametrin tech 98%	2551
4	Pesticide Permethrin tech 98%	5102
5	Emulsifier FF4 or similar product	782
6	Emulsifier FF6 or similar product	2726

Note: offers submitted for less than the above quantities will not be considered.

6) **Time of delivery:**

Up to April 20,2018.

7) **Performance Bank Guarantee (PBG):**

Seller must submit Max. Within 10 days after receiving official winning notice, an unconditional and extendible performance bank guarantee with one-year validity and to equal to ten pct. of total value of the contract to be issued by one of the commercial banks in Iran or other non-banking institutes who have acquired permission via CBI, in favor of the buyer. Otherwise the buyer has the right to cancel the purchase order, to confiscate the bid bond of the winner, and the winner wave its right for any protest.

8) **Inspection of Goods:**

A) foreign sellers:

1- Inspection of the purchased goods shall be made at origin by international inspection on the seller's account.

2- Technical specifications should be tested according to the FAO specifications, confirmed by Plant Protection Organization of IR. Iran.

3- The certificate of inspection as issued by the inspector should contain quantitative inspection of the goods, its packing, state of loading the cargo and in respect to the technical, complete chemical analysis including all physical and chemical properties of the product should be according to the FAO specifications, confirmed by plant protection organization of IR. Iran.

4-For local inspection, the sampling of the said technical shall be conducted by the representative of the selected inspector and will be tested in the laboratory of the inspector company which is confirmed by the buyer. The result of this test will be the criteria for receiving of the cargo by the buyer. Regarding the similar product of the required raw materials, the sampling shall be conducted by the representative of the selected inspector at discharge port and the sample will be sent to Abyek Chemical Complex for formulating and advising the result.

5-The buyer and the seller can have their representatives to supervise the sampling.

6-the buyer reserves the right to take samples of the technical materials kept in the ASSC's warehouses for quality control within the guarantee period (Min. one year from the delivery date). In case of rejecting the test result, after the proclaim of the buyer, then the seller is obliged to return back the cargo and replace it with standard consignment on his own account.

7-The buyer reserves the right to send its representative for inspection of the goods during production, packing, loading and shipment of the goods. This act of the buyer shall not relieve the seller and the inspector of their obligations responsibilities.

8-In order to approve the quality of the "similar product "after discharge of the cargo at the discharge port, the sampling will be carried out, then the formulation and testing of the formulated sample by the Abyek Chemical Complex (a segment of our company) will be carried out. The test result of the said sample will be announced within maximum 21 days, which will be binding upon both parties. In case the commodity does not satisfy the required quality for formulation and it is not approved by Abyek Chemical Complex, the seller will undertake to remove and replace the above by the required quality. Otherwise, the buyer will claim loses through legal authorities. It is understood that all the charges related to return of the cargo will be on the seller's account.

9- The source of providing the technical materials must be from the companies which their production registered in IR. of Iran (Plant Protection Organization) and have satisfied the standards of the said organization.

B) Domestic sellers:

- 1- Procured goods will be transferred to the warehouses of Abyek Chemical Complex temporarily in order to be sampled.
- 2- The buyer will take samples from the technical materials kept in the warehouse's of Abyek Chemical Complex as per the relevant instructions. Then the sample will be dispatched to Applied Research Center of Agricultural Inputs in order to be tested. The result will be referred as the criteria. In case of accepting the test result, the delivery will be confirmed. Otherwise, the seller is obliged to return the cargo back and replace the same with standard one.
- 3- Needless to say, the quality of the product will be acceptable and deemed as binding for the both parties after receipt of good result during formulation of the product and making analysis of the formulated sample by Abyek Chemical Complex (affiliated to our company) In case of any inconvenience or unsuitable quality of the product in formulation and the resultant disagreement of our Abyek Chemical Complex, then seller is obliged to return the product back to the origin on his own account and to replace the same with sound cargo and to dispatch back the same , as otherwise the buyer has the right to force the seller , through the legal authorities, to fully compensate all the damages.
- 4- The buyer reserves the right to take samples of the technical materials kept in the ASSC'S warehouses for quality control within the guarantee period (Min. one year from the delivery date). Obviously, in case of rejecting the test result, after the proclaim of the buyer, then the seller is obliged to return back the cargo and replace it with standard consignment on his own account.

Note: replaced cargo for both item "A" and "B" above must pass the steps mentioned in article no. 8. Needless to say that the seller is permitted to return back and replace the unacceptable cargo with sound one, only one time. The buyer has the right to consider and compensate all damages through seller's PBG.

9)payment:

Payment for foreign sellers shall be made by via at-sight, irrevocable, indivisible, non-transferrable and unconfirmed letter of credit equal to the total value of the technical and **original emulsifier**; and ten percent of the value of similar emulsifier, opened by the Central Bank of Iran against the

following documents (advising bank at CBI option). The L/C covering the "similar emulsifier" will be increased to 100 pct. value of the cargo after formulating and confirming the formulation result.

- 9-1- The seller's official invoice in one original and three copies, the original of which certified by chamber of commerce & Islamic Republic of Iran Embassy/Consulate in the country of origin.
- 9-2- Certificate of origin in one original and three copies, the original of which to be certified or legalized by chamber of commerce & Islamic Republic of Iran embassy/Consulate in the seller's country.
- 9-3- Certificate of quantity and quality, issued by the inspection company in one original and three copies, the original which to be confirmed by local chamber of commerce along with complete analysis of the goods, certifying that the specifications of the goods are according to the relevant proforma invoice. The inspection charges will be on the seller's account.
- 9-4- Complete number of clean bills of lading in three originals, showing freight is pre-paid and certifying that the goods are in fact loaded on vessel/truck, and two non – negotiable copies.
- 9-5- Certificate of soundness of the product as issued by an official governmental authority of the seller's country, or the seller, showing goods are free from any dangerous and radioactive materials.
- 9-6- Certificate of year of production as issued by the seller, showing that the dispatched goods are produced after the contract and has a shelf life of at least two years from the date of contract.
- 9-7- Certificate of indemnity as issued by the seller, according to the buyer's agreement, to state return or replace the product if proved to have specifications or quality contrary to the purchase contract terms and conditions and express commitment to compensate the relevant damages.
- 9-8- Complete packing list in one original and three copies showing shipment of the goods which shall contain the specifications of pallets, and their dimensions along with gross and net weights of the product.
- 9-9- Freight invoice as issued by the transport company in one original and three copies, one of which certified by chamber of commerce & Islamic Republic of Iran Embassy/Consulate in the country of origin.
- 9-10- Photocopy of receipt of an international air courier indicating that the non-negotiable copies of the shipping documents have been received by them for prompt delivery to A.S.S.C.
- 9-11- In case of offering in IR.Rials by domestic sellers, the contract will be concluded in Iranian Rials And the payment will be effected in the framework of contract with terms of payment in Iranian Rials.

Note1: in case of offering the required raw materials produced by the original producer, the amount of the established L/C will be equivalent to the total value of the cargo.

10- Insurance:

Insurance to be arranged by A.S.S.C. and insurance cost to be on A.S.S.C.'s account. Underwriter's name should be mentioned on all documents.

11-Force Majeure:

Is as follows:

- A. War
- B. General strike
- C. Act of God beyond the control of human being.

12- Dispute settlement

The laws of the Islamic Republic of Iran shall solely govern the present contract and the relations between the two parties as well as any issues relevant thereto or arising thereof. All dispute arising due to non-fulfillment of obligations related to this contract, be it over the nature of the transaction or any other interpretations thereof and/or related technical issues (totally or partially) shall solely be settled in the framework of Iranian laws and through competent legal authorities tribunals of the Islamic Republic of Iran. The decisions made by the Iranian courts shall be final and enforceable and the decrees issued by such courts shall be effective at any competent courts in any other country.

13- Other Conditions:

- 1) The place of production of product (producing country) should be clearly indicated. Goods produced and/or shipped from Israel will not be accepted.
- 2) Offers which will be conditional, vague and also have not satisfied the terms and conditions of the tender, or be inexpressive or unreadable shall not be considered.

It is clear that ASSC will reject the offers submitting **after March 13,2018.**

- 3) All offers should contain the technical specifications of the goods, quantity, size and type of packing, time of shipment, origin of shipment, origin of the goods, time of delivery at destination and the mode of transportation. Offers without these conditions shall be considered as vague.
- 4) The seller should inform ASSC of their delivery schedule, transportation and forwarding agents name in Tehran, the date of the departure of the goods, the vessel's or trucks' particulars within ten days after receipt of the text of the letter of credit. The seller should see to it that ASSC receives copies of shipment documents within maximum one week after the start of shipment of the goods.
- 5) The seller is responsible for the goods in transit. The goods should be received in sound conditions.
- 6) The seller and its Iranian representative undertake that the Iranian law prohibiting Iranian government working employees from participation in government transactions shall not apply to them.

- 7) The seller shall perform the obligations of the contract pertaining to the sale of the goods subject of this tender personally and directly. The transfer to other parties in the forms of deputation, proxy, partnership, trust or any other form shall not be valid and sellers shall be held responsible for all the consequences arising therefrom.
- 8) The seller is responsible for quality of these raw materials and the technical materials from the delivery date for one year.
- 9) In selection of winners of the tender, factors such as reliability of production source, purchase background of previous years and analysis results of samples and other necessary items shall be taken into account.
- 10) Shipment period will be extended only if buyer agrees with and just for a period on buyer's option.
- 11) Charter party bill of lading is acceptable. However, in case of any conflict/contradiction between the purchase contract and B/L and /or C/P, the contract shall govern the case.
- 12) Presentation of third party documents except seller's commercial invoice, for negotiation is acceptable.
- 13) All banking expenses / charges outside Iran will be on the seller's account.
- 14) The tender condition is an integral part of our purchase contract. In case of any contradiction between the content of this text and the contract, the content of the contract shall prevail.
- 15) In case of not delivering the product within the L/C validity (3 months from L/C opening) which is coming from the seller, if the buyer will agree to extend the validity of L/C, for the first 30 days extension of the L/C, the seller should pay 1.50 per thousand of the value of undelivered product, as a penalty for the compensation of this delay and for more than 30 days the penalty will be 3 per thousand of the value of undelivered product.
- 16) ASSC reserves the right to increase or decrease the quantity required up to 25 percent with the same terms and conditions of the contract at any time.
- 17) ASSC has the right to verify the originality, authenticity, and truthfulness of the presented documents.

Agricultural Support Services Company