



Ministry of Trade, Industry and Tourism

SURINAME



STANDARD BIDDING DOCUMENTS

THE PROCUREMENT FOR THE SUPPLY OF SEEDS, ORGANIC FERTILIZERS AND PESTICIDES AND AGRICULTURE EQUIPMENTS FOR THE AGRICULTURAL SECTOR

June 2019

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SECTION I INVITATION FOR BIDS

REPUBLIC OF SURINAME

The Purchase of Agriculture Inputs

Procurement of supply of Seeds, Organic Fertilizers and Pesticides and Agriculture Equipment

Agricultural Sector

Mode of Financing: Murabaha

Reference No. : SUR/0003

1. This invitation for bids (IFB) follows the General Procurement Notice (GPN) for this project which was published on the website of the Islamic Development Bank (IDB) (www.isdb.org) on the 9th of April, 2019, the UN Development Business Website no. IsDB03-04/19 on the 5th of April, 2019, and in the local newspaper Times of Suriname on the 5th of April, 2019, issue volume 16 no. 4483.

2. The Republic of Suriname has an agreement with the International Islamic Trade Finance Corporation (ITFC), part of the Islamic Development Bank Group for financing of ‘The Purchase of Foodstuff, Medical Supplies, Agriculture Inputs, Cement and Construction Materials’ Project up to the amount of US\$25,000,000.00 (US Dollars Twenty Five million) and it intends to apply part of the proceeds of this financing to payments under the contract for supply of Seeds, Organic Fertilizers and Pesticides and Agriculture Equipment.

3. The Ministry of Trade, Industry and Tourism of Suriname now invites sealed bids from eligible bidders for contract number: 2019–006G/LVV, 2019- 007G/LVV, 2019–008G/LVV, 2019–009G/LVV, 2019–010/LVV

The bidding document comprises of 5 lots (contracts).

| LOT | CONTRACT NO. | FERTILIZERS, PESTICIDES, SEEDS AND EQUIPMENTS | ITEMS |
|-----|-----------------|---|-------|
| 1 | 2019 – 006G/LVV | Dried vegetables and fruits seeds | 13 |
| 2 | 2019 – 007G/LVV | Organic pesticides and organic fertilizers | 5 |
| 3 | 2019 – 008G/LVV | Equipments | 4 |
| 4 | 2019 – 009G/LVV | Brush cutters | 1 |
| 5 | 2019 – 010G/LVV | Chemical fertilizer ingredients | 3 |

4. Bidding will be conducted through the international competitive bidding procedures specified in the Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing (May 2009 Amended February 2012), and are open to all bidders from member and non-member countries (ICB) as defined in these Guidelines.

5. Interested eligible bidders may obtain further information from the Ministry of Trade, Industry and Tourism of Suriname and inspect the bidding documents at the address given below from 9.00 hrs – 13.00 hrs (Suriname local time) starting June 24th, 2019 till July 24th, 2019.

6. A complete set of bidding documents in English may be purchased from Monday, 24th of June, 2019 by interested bidders on the submission of a written application to the address below during office hours 09.00 to 13.00 hrs and upon payment of a non refundable fee of USD 500.00 (five hundred US-dollars) or the equivalent in Surinamese Dollars at the exchange rate fixed by the Central Bank of Suriname. The methods of payment will be direct deposit or bank transfer into one of the two following accounts of the Central Bank of Suriname:

ITFC Murabaha Basic Goods Products

Att.: Ministry of Trade, Industry and Tourism

- USD account: 0313100-001-139-840; and

- Local currency (SRD) account: 0313100-001-241-968.

SWIFT Code: CBVSSRPA

The documents will be sent by e-mail or be picked up on a CD, after delivery of the payment receipt at the PMU the Minister of Trade, Industry and Tourism at the address below. All banking charges and fees related to the direct deposit or bank transfer shall be for the bidder's account.

7. Bids must be delivered to the address below at or before 10.00 A.M. Suriname time on **Friday, 23th of august, 2019**. All bids must be accompanied by a bid security of 2.5% of the bid price. Late bids will be rejected and returned unopened. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at **10.30 AM on Friday, 23th of august, 2019**.

The Ministry of Trade, Industry and Tourism

Project Management Unit

Attn: Mrs. Reina Raveles

Permanent Secretary

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Paramaribo, SURINAME

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SECTION II. INSTRUCTIONS TO BIDDERS

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Instructions to Bidders

A. Introductions

1. Source of Funds

- 1.1 The Beneficiary named in the Bidding Data has applied for or received financing from the Islamic Development Bank (hereinafter called “the IDB”) in various currencies equivalent to the U.S. dollar amount indicated in the Bidding Data towards the cost of the Project specified in the Bidding Data. The Beneficiary intends to apply a portion of the proceeds of this Financing to eligible payments under the contract for which this Invitation for Bids is issued.
- 1.2 Payment by the IDB will be made only at the request of the Beneficiary and upon approval by the IDB in accordance with the terms and conditions of the Financing Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Financing Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the IDB, is prohibited by IDB’s eligibility rules. No party other than the Beneficiary shall derive any rights from the Financing Agreement or have any claim to the loan proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in the IDB Guidelines for Procurement of Goods and Works
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the IDB in accordance with ITB Clause 35.1(d).

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *IDB Guidelines for Procurement of Goods and Works*, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in **the Bidding Data**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 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) Instructions to Bidders (ITB)
- (b) Bidding Data
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Bank Guarantee Form for Advance Payment
- (l) Manufacturer’s Authorization Form

5.2 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 to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by electronic mail at the Purchaser's address indicated in the **Bidding Data**. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or electronic mail, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bidding Data. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10.2 Bids will be classified as follows:

(a) Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) Bids offering goods manufactured in IDB Member Countries or other eligible countries, and imported or having been imported directly from such countries by the Purchaser or through the Supplier's local Agent.

10.3 The Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

or

(B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.

- (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if **specified in the Bidding Data.**
 - (iv) the price of other (incidental) services, if any, listed in the **Bidding Data.**
- (b) For goods offered from **Member Countries or non-member countries:**
- (i) the price of the goods shall be quoted CIF named port of destination, or CIP named place of destination, in the Purchaser's country, as specified in the **Bidding Data.** In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bidding Data.**
 - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bidding Data.
 - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in **the Bidding Data.**
 - (v) the price of other (incidental) services, if any, listed in the **Bidding Data.**

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bidding Data.** A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the **Bidding Data,** prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bidding Data**.
- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of an IDB Member Country or any other major international currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 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 under the contract 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;
- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the **Bidding Data**.

**14. Documents
Establishing
Goods' Eligibility
and Conformity
to Bidding
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bidding Data**, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bidding Data**.

15.2 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 ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or

(b) a cashier's or certified check.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.

15.7 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 33; or

(ii) to furnish performance security in accordance with ITB Clause 34.

**16. Period of
Validity of Bids**

16.1 Bids shall remain valid for the period specified in the **Bidding Data** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 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 fax or electronic mail). The bid security provided under ITB Clause 15 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, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

**17. Format and
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bidding Data**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**18. Sealing and
Marking of Bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the **Bidding Data**; and

(b) bear the Project name indicated in the Bidding Data, the Invitation for Bids (IFB) title and number indicated in the Bidding Data, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bidding Data**, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bidding Data**.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the 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 prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.2 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 there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality, nonconformity, 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.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based solely on the contents of the bid itself.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Conversion to Single Currency

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

or

(b) (b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bidding Data**.

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bidding Data**, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in **the Bidding Data** and/or in the Technical Specifications.

26.5 For factors retained in the Bidding Data pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the **Bidding Data**:

(a) Inland transportation from EXW/port of entry/place of destination, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bidding Data** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP place of destination) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP price.

(b) Delivery schedule.

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the **Bidding Data**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bidding Data**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bidding Data**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

(d) Cost of spare parts.

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bidding Data**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bidding Data**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bidding Data**, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) Spare parts and after sales service facilities in the Purchaser's country.

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bidding Data** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bidding Data** or in the Technical Specifications.

(g) Performance and productivity of the equipment.

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bidding Data will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bidding Data** or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bidding Data** or in the Technical Specifications.

(h) Specific additional criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bidding Data** and/or the Technical Specifications.

27. Contacting the Purchaser 27.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

27.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

28. Postqualification 28.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

28.2 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 ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

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

29. Award Criteria 29.1 Subject to ITB Clause 31, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30. Purchaser's Right to Vary Quantities at Time of Award 30.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bidding Data**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

31. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids 31.1 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 contract award, without thereby incurring any liability to the affected Bidder or bidders.

32. Notification of Award

32.1 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, to be confirmed in writing by registered letter, that its bid has been accepted.

32.2 The notification of award will constitute the formation of the Contract.

32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 34, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

33. Signing of Contract

33.1 At the same time as the Purchaser 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

33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

34. Performance Security

34.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 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.

35. Corrupt or Fraudulent Practices

35.1 The IDB requires that **Member Countries** (including Beneficiaries of IDB financing), as well as Bidders/Suppliers/Contractors under IDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the IDB:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Beneficiary, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Beneficiary of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) on the evidence of corrupt or fraudulent practices by the Beneficiary or bidders –suppliers or contractors - in the procurement or the execution of the contract, will ask the Beneficiary country to take appropriate action to rescind the contract, failing which IDB will cancel the portion of its financing. For this purpose, IDB will require that the bidding documents embody a statement to this effect, and will also require that, in contracts financed by IDB, a provision be included that gives the Beneficiary country the right to rescind the contract in these circumstances;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IDB-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an IDB-financed contract; and

(e) will have the right to require that, in contracts financed by IDB, a provision be included requiring suppliers and contractors to permit IDB to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by IDB.

35.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

SECTION III BIDDING DATA

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| Introduction | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------|---|--|--------------|----------------------------|-------|---|-----------------|-----------------------------------|----|---|-----------------|--|---|---|-----------------|------------|---|---|-----------------|---------------|---|---|-----------------|---------------------------------|---|
| ITB 1.1 | Name of Beneficiary: Republic of Suriname | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 1.1 | Amount and type of IDB financing: USD 25 Million , Murabaha | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 1.1 | <p>Name and description of the Project:</p> <p>‘The Purchase of Foodstuff, Medical Supplies, Agriculture Inputs, Cement and Construction Materials’</p> <p>The main objective of the abovementioned project is to improve the economic condition and livelihood of the Surinamese population through:</p> <ol style="list-style-type: none"> 1. Increasing the local production, import substitution and export; 2. Optimal provision for the need for locally produced primary basic products; 3. Increasing the contribution and the value adding of the local private sector to the national economy; and 4. Ensuring the availability of basic medical consumables and medicines. <p>The project includes the following components.</p> <p>Component A: Enhancement of the local production of selected primary basic products through finance of the bulk import of raw, auxiliary and packaging materials.</p> <p>Component B: Improving the health conditions of the Surinamese population by financing the import of basic medical consumables and medicines.</p> <p>Component C: Improving food security by increasing local agricultural and horticultural production by financing the import of related inputs.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB 1.1 | <p>Name of Contract: Supply of Seeds, Organic Fertilizers and Pesticides and Agriculture Equipments for the Agricultural Sector.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #92d050;"> <th style="width: 10%;">Lot</th> <th style="width: 20%;">Contract No.</th> <th style="width: 50%;">Fertilizers and Pesticides</th> <th style="width: 20%;">Items</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>2019 – 006G/LVV</td> <td>Dried vegetables and fruits seeds</td> <td style="text-align: center;">13</td> </tr> <tr> <td style="text-align: center;">2</td> <td>2019 – 007G/LVV</td> <td>Organic pesticides and organic fertilizers</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">3</td> <td>2019 – 008G/LVV</td> <td>Equipments</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">4</td> <td>2019 – 009G/LVV</td> <td>Brush cutters</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">5</td> <td>2019 – 010G/LVV</td> <td>Chemical fertilizer ingredients</td> <td style="text-align: center;">3</td> </tr> </tbody> </table> <p>Bidders are allowed, at its option, to bid for individual contracts or for a group of contracts. Each contract must be priced separately. Bids for lot 1 must contain at least 75% of all items of the lot. Bids for all other lots must contain all items of the lot. The basis for bid evaluation and contract award are specified herein.</p> | Lot | Contract No. | Fertilizers and Pesticides | Items | 1 | 2019 – 006G/LVV | Dried vegetables and fruits seeds | 13 | 2 | 2019 – 007G/LVV | Organic pesticides and organic fertilizers | 5 | 3 | 2019 – 008G/LVV | Equipments | 4 | 4 | 2019 – 009G/LVV | Brush cutters | 1 | 5 | 2019 – 010G/LVV | Chemical fertilizer ingredients | 3 |
| Lot | Contract No. | Fertilizers and Pesticides | Items | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 2019 – 006G/LVV | Dried vegetables and fruits seeds | 13 | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 2019 – 007G/LVV | Organic pesticides and organic fertilizers | 5 | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 2019 – 008G/LVV | Equipments | 4 | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 2019 – 009G/LVV | Brush cutters | 1 | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 2019 – 010G/LVV | Chemical fertilizer ingredients | 3 | | | | | | | | | | | | | | | | | | | | | | |

| | |
|----------------|---|
| ITB 4.1 | Name of Purchaser: The Ministry of Trade, Industry and Tourism of Suriname |
| ITB 6.1 | Purchaser's address, telephone, telex, and facsimile numbers: Address: Havenlaan Noord #1, Nieuwe Haven, Paramaribo, SURINAME Telephone: (597) 403440 Fax : (597) 402602 E-mail : pmu.mtitsuriname@gmail.com |
| ITB 8.1 | Language of the bid: English |

Bid Price and Currency

| | |
|--|---|
| ITB 11.2 (a) (i) (iii), (iv) (optional) | The price quoted shall be EXW |
| ITB 11.2 (b) (i) | The price quoted for lot 1 shall be Cost Insurance and Freight (CIF), PORT JOHAN ADOLF PENDEL AIRPORT, ZANDERIJ, PARA The price quoted for lots 2 and 3 shall be Cost Insurance and Freight (CIF), PORT JULES SEDNEY HAVEN, PARAMARIBO The price quoted for lots 4 and 5 shall be Cost Insurance and Freight (CIF), PORT NIEUW NICKERIE, NICKERIE |
| ITB 11.5 | The price shall be fixed. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. |
| ITB 12.1 (a) | Clause 12.1 (a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words "from outside the Purchaser's country" shall not apply. |

Preparation and Submission of Bids

| | |
|---------------------|---|
| ITB 13.3 (d) | Qualification requirements. <ul style="list-style-type: none"> - Manufacturing / supplier's site must be ISO 9001: 2015 certified (or at least equivalent) - Seller needs to be the manufacturer or authorized distributor of the goods; - Seller needs to be registered at the Chamber of Commerce in their country of establishment - With regard to lot 2 regarding organic pesticides, in case the manufacturer is from China, an ICAMA certificate issued by the Ministry of Agriculture of China is required. - With regard to sub lots 3.1, 3.2 and lot 4, Bidder shall submit a commercial test report of the product from an agriculture University or a government institute. <p>If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive.</p> |
|---------------------|---|

| | |
|---------------------|---|
| ITB 14.3 (b) | Concerning lots 3.1, 3.2 and lot 4: Spare parts required for two (2) years of operation. |
| ITB 15.1 | Amount of bid security: 2.5% of the bid amount |
| ITB 16.1 | Bids shall remain valid for the period of 120 calendar days after the date of bid opening. |
| ITB 17.1 | In addition to the original of the bid, the number of copies is three (3) |
| ITB 18.2 (a) | <p>Address for bid submission.</p> <p>Ministry of Trade, Industry and Tourism Project Management Unit Havenlaan Noord #1, Nieuwe Haven Ground Floor Paramaribo, SURINAME Telephone: (597) 403440 Fax: (597) 402602 E-mail: pmu.mtitsuriname@gmail.com</p> |
| ITB 18.2 (b) | <p>IFB title : ‘The Purchase of Foodstuff, Medical Supplies, Agriculture Inputs, Cement and Construction Materials’</p> <p>IFB number: SUR/0003</p> |
| ITB 19.1 | <p>Deadline for bid submission is:</p> <p>Date : Friday, 23rd of August, 2019 Time: 10.00 AM Suriname Time</p> |
| ITB 22.1 | <p>Time, date, and place for bid opening</p> <p>Time: 10.30 AM, Suriname Time Date: Friday, 23rd of August, 2019</p> <p>Place: Ministry of Trade, Industry and Tourism Havenlaan Noord # 1, Nieuwe Haven Meeting room West / First Floor Paramaribo, Suriname Telephone: (597) 403440 Fax : (597) 402602 E-mail : pmu.mtitsuriname@gmail.com</p> |

| Bid Evaluation | |
|-----------------------|---|
| ITB 25.2 | <p>Currency chosen for the purpose of converting to a common currency: US dollars Source of exchange rate shall be the selling rate of exchange of the Financial Times.</p> |

| | |
|--|---|
| | Date of exchange rate shall be August 16th, 2019 |
| ITB 26.4 | Criteria for bid evaluation for: <ul style="list-style-type: none"> - Lot 1, 2, 3 and 4: 26.4 (b), 26.4 (h) and 26.5 (b) (i), and 26.5 (h) - Lot 5: 26.4 (b), 26.4 (h) and 26.5 (b) (iii) and 26.5 (h) |
| ITB 26.5 (a) | Inland transportation from CIF/port of entry/border point/ to place of destination <i>warehouse Ministry of Trade, Industry & Tourism Havenlaan # 1</i> and insurance and incidentals. Bidder shall furnish: <ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package. |
| ITB 26.5 (b) Option (i) | Inland transportation from CIF/port of entry/border point/ to place of destination <i>warehouse Ministry of Trade, Industry & Tourism Havenlaan # 1</i> and insurance and incidentals. Bidder shall furnish: <ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package. |
| ITB 26.5 (c) (ii) | Deviation in payment schedule. Annual interest rate. |
| ITB 26.5 (d) | Not Applicable |
| ITB 26.5 (e) | Not applicable |
| ITB 26.5 (f) | Not applicable |
| ITB 26.5 (g) | Not applicable |
| ITB 26.5 (h) | Details of other factors to be used in the evaluation and their evaluation method are detailed in the Technical Specifications and Schedule of Requirements. |

| | |
|-----------------------|----------------|
| Contract Award | |
| ITB 30.1 | Not applicable |

SECTION IV GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General 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 of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the organization purchasing the Goods, as **named in SCC**.

(h) “The Purchaser’s country” is the country **named in SCC**.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.

(j) “IDB” means “The Islamic Development Bank”.

(k) “The Project Site,” where applicable, means the place or places **named in SCC**.

(l) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the IDB, as further elaborated **in the SCC**.

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the IDB

5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, 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 so 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 GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the IDB to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the IDB, if so required by the IDB.

6. Patent Rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.

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 obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable 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; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be 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.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any

warranty or other obligations under this Contract.

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 temperatures, salt and precipitation during transit, and open storage. 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.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in SCC**.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified in SCC**.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies **specified in the SCC** pursuant to GCC 16.4.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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| 19. Contract Amendments | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 20. Assignment | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. |
| 21. Subcontracts | 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. 21.2 Subcontracts must comply with the provisions of GCC Clause 3 |
| 22. Delays in the Supplier's Performance | 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| 23. Liquidated Damages | 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24. |

24. Termination for Default

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

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Beneficiary, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Beneficiary of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, 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.

25.2 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 and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations 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.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may 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, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (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 Services and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**.

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

33. Taxes and Duties

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

33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION V. SPECIAL CONDITIONS OF CONTRACT

| Special Conditions of Contract | |
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| <p>The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.</p> | |
| GCC 1 Definitions | <p>The Purchaser is: The Ministry of Trade, Industry and Tourism, Address: Havenlaan Noord #1, Nieuwe Haven, Paramaribo SURINAME Telephone: (597) 403440 Fax : (597) 402602 E-mail : pmu.mtitsuriname@gmail.com</p> <p>The Purchaser's country is: SURINAME</p> <p>Name and address of Supplier: To Be Determined</p> <p>Name of Project Site: The Ministry of Trade, Industry and Tourism, Paramaribo, SURINAME</p> |
| GCC 2 Application | <p>Bidding will be conducted through the international competitive bidding procedures specified in the Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing (May 2009 Amended February 2012), and are open to all bidders from member and non-member countries (ICB) as defined in these Guidelines.</p> |
| GCC 3 Country of origin | <p>All countries and territories as indicated in Section IX of the bidding documents "Eligibility for the Provisions of Goods, Works, and Services in IDB-Financed Procurement."</p> |
| GCC7 Performance Security | <p>GCC 7.1. The amount of performance security: 10% (ten percent) of the Contract price.</p> <p>GCC 7.4 After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.</p> |

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| <p>GCC10.3 Delivery and Documents</p> | <p>Delivery and Documents</p> <p>For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge.</p> <p>The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> i. copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; ii. original and 3 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and 3 copies of nonnegotiable bill of lading; iii. copies of the packing list identifying contents of each package; iv. insurance certificate; v. Manufacturer’s or Supplier’s warranty certificate; vi. Certificate of origin. vii. Phyto-sanitary certificate (lot 1) viii. Spare Parts list (sub lots 3.1, 3.2 and lot 4) <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser’s country: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser: (i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; (iii) Manufacturer’s or Supplier’s warranty certificate; (iv) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (v) Certificate of origin.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |
| <p>GCC11.1 Insurance</p> | <p>The Insurance shall be in an amount equal to 110 percent of the CIF value of the Goods from “Port” to “Port” on “All Risks” basis, including War Risks and Strikes.</p> |
| <p>GCC 14.1 Spare parts</p> | <p>With regard to the goods as described in sub lots 3.1, 3.2 and lot 4, the manufacturer’s recommended critical spare parts must be included with the delivery of which the amount should not exceed five (5) percent of the CIF price of these goods.</p> |
| <p>GCC 15. 2 Warranty</p> | <p>Regarding sub lots 3.1, 3.2 and lot 4: In partial modification of the provisions, the warranty period shall be no less than six (6) months from date of acceptance of the Goods. The Supplier shall,</p> |

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| | <p>in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion:</p> <p>make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense.</p> |
| <p>GCC16.1 Payment</p> | <p>Payment The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in US Dollars in the following manner:</p> <ul style="list-style-type: none"> i. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser. ii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. iii. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in US Dollar within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. <p>Payment for Goods and Services supplied from within the Purchaser's country: Payment for Goods and Services supplied from within the Purchaser's country shall be made in US Dollars, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser. (ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10. (iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. |

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| GCC 23 Liquidated Damages | The applicable rate shall be one-half (0.5) percent per week of delay until actual delivery, up to a maximum deduction of ten (10) percent of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract. |
| GCC 28.2 Settlement of Disputes | Settlement of Disputes The formal mechanism for the resolution of disputes shall be : International commercial arbitration |
| GCC 30.1 Governing Language | The Governing Language shall be: English |
| GCC 31.1 Applicable Law | The Applicable Law shall be: Surinamese law |
| GCC 32.1 Notices | Purchaser’s address for notice purposes: The Ministry of Trade, Industry and Tourism Havenlaan Noord #1, Nieuwe Haven Telephone: (597) 403440 Fax : (597) 402602 E-mail : pmu.mtitsuriname@gmail.com Supplier’s address for notice purposes: |

SECTION VI SCHEDULE OF REQUIREMENTS

THE PURCHASE OF AGRICULTURAL INPUTS

Supply of Seeds, Organic Fertilizers and Pesticides and Agriculture Equipments

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

| Lot | Item description | Quantity | UOM | Delivery schedule (shipment) in months from contract signing: |
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| Lot 1: Dried vegetables and fruits seeds | | | | |
| 1.1 | Tomato Platinum | 500 packs | pack of 1000 seeds | The goods must be delivered at the PORT JOHAN ADOLF AIRPORT, ZANDERIJ, PARA in one (1) shipment within three (3) months from the date of signing of the contract. |
| 1.2 | Tomato Saarathi | 100 packs | pack of 1000 seeds | |
| 1.3 | Cucumber Nandani | 750 packs | Pack of 10 gram | |
| 1.4 | Cabbage Chanda | 250 packs | Pack of 10 gram | |
| 1.5 | Cauliflower Atria | 250 packs | Pack of 10 gram | |
| 1.6 | Leaf Mustard | 500 packs | Pack of 30 gram | |
| 1.7 | Celery Tall Utha | 500 packs | Pack of 10 gram | |
| 1.8 | Pumpkin | 300 packs | pack of 1000 seeds | |
| 1.9 | Yard Long Bean Tip | 250 packs | Pack of 100 gram | |
| 1.10 | Sweet Corn El Dorado | 250 packs | pack of 1000 seeds | |
| 1.11 | Watermelon Sayda | 500 packs | pack of 1000 seeds | |
| 1.12 | Watermelon Valentina | 200 packs | pack of 1000 seeds | |
| 1.13 | Papaya | 250 packs | pack of 1000 seeds | |
| Lot 2: Organic pesticides and organic fertilizers | | | | |
| 2.1 | Organic pesticide Azadirachtin (neem) | 1.500 bottles | Bottles of 500 ml | The goods must be delivered at the PORT JULES SEDNEY HAVEN, PARAMARIBO in one (1) shipment within three (3) months after signing of the contract. |
| 2.2 | Organic pesticide Azadirachtin (neem) | 1.500 bottles | Bottles of 250 ml | |
| 2.3 | Water soluble organic Fertilizer | 500 bottles | Bottles of 100 ml | |
| 2.4 | Water soluble organic Fertilizer | 80 boxes | Box of 50 sachets | |
| 2.5 | CO2 Foliar Fertilizer | 2.500 kg | Tins of 1kg | |

| Lot | Item description | Quantity | UOM | Delivery schedule (shipment) in months from contract signing: |
|---|-------------------------------------|-------------------------|----------------------|--|
| Lot 3: Equipment | | | | |
| 3.1 | Mist duster Agricultural sprayer | 80 | Unit | The goods must be delivered at the PORT JULES SEDNEY HAVEN, PARAMARIBO in one (1) shipment within three (3) months after signing of the contract. Sub lots 3.1 and 3.2 must be delivered with essential spare parts as detailed in the Technical Specifications |
| 3.2 | Battery Agro Sprayer | 1200 | Unit | |
| 3.3 | Respirator Mask | 750 | Set | |
| 3.4 | Roof layer for green house | 100 | Roll | |
| Lot 4: Brushcutter | | | | |
| 4.1 | Electric Brush cutter | 1000 | unit | The goods must be delivered at the PORT NIEUW NICKERIE, DISTRICT NICKERIE , in one (1) shipment within three (3) months after signing of the contract. The goods must be delivered with essential spare parts as detailed in the Technical Specifications. |
| Lot 5: Chemical fertilizer ingredients | | | | |
| 5.1 | Urea | 9.000 Metric Tons | 50kg PP/PE Bag | The goods must be delivered before or during the sowing period of paddy, at the PORT NIEUW NICKERIE, DISTRICT NICKERIE in 2 (two) partial shipments. Suriname has 2 paddy sowing periods which are: October – November and April – May. 1st partial shipment: 3.000MT quantity, must be delivered in November 2019. If this delivery date is not achievable, then the goods must be delivered in April 2020. 2nd partial shipment: 6.000MT quantity, depending on the first delivery, the goods must be delivered on April 2020 or October 2020. |
| 5.2 | Phosphate | 1.100 MT | 50kg PP/PE Bag | The goods must be delivered before or during the sowing period of the paddy, at the PORT NIEUW NICKERIE, DISTRICT NICKERIE in 2 (two) partial shipments. Suriname has 2 paddy sowing periods which are: October – November and April – May. 1st partial shipment: 550 MT quantity, must be delivered in November 2019. If this delivery date is not achievable, then the goods must be delivered in April 2020. 2nd partial shipment: 550 MT quantity, depending on the first delivery, the goods must be delivered on April 2020 or October 2020. |

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| 5.3 | Potassium | 700 MT | 50kg PP/PE Bag | <p>The goods must be delivered before or during the sowing period of the paddy, at the PORT NIEUW NICKERIE, DISTRICT NICKERIE in 2 (two) partial shipments.</p> <p>Suriname has 2 paddy sowing periods which are: October – November and April – May.</p> <p>1st partial shipment: 400MT quantity, must be delivered in November 2019. If this delivery date is not achievable, then the goods must be delivered in April 2020.</p> <p>2nd partial shipment: 300MT quantity, depending on the first delivery, the goods must be delivered on April 2020 or October 2020.</p> |
|-----|-----------|--------|----------------------|--|

NOTE:

1. **The delivery time will be counted from the date of signing of the contract.**
2. **The supplier needs to select a shipping agent or a logistic agency established in Suriname with which he will further arrange the shipment of the goods to the given Port of Suriname. A list of shipping agencies is provided in Annex I of the Standard Bidding Documents.**
3. **Mode of Shipment for lot 1: Air transport
Mode of shipment for all other lots: Sea transport**

SECTION VII TECHNICAL SPECIFICATIONS

| LOT 1 DRIED VEGETABLES AND FRUITS SEEDS | | | | | |
|---|--|--|------------------|--------------------|---|
| Sub Lot | Item description | Technical specification | Quantity packing | Packing size | Specification requirements |
| 1.1 | Tomato Platinum  | Dried seeds for growing tomato Platinum. Fruit: large, rounded flat, a uniform form during the entire period of fructification have fine taste, dense, bright red, without green spot at a fruit stem. Average fruit weight: 150-220 gram Maturing begins for 90-100 day after receiving mass shoots. High-yielding hybrid. | 500 packs | pack of 1000 seeds | Dried seeds or kernels for growing vegetables and fruits. Must also be suitable for growing in tropical climate. A phyto-sanitary certificate issued by the Competent Authority of the manufacturer is required Must be shipped by Air freight to the Purchaser's country. The shelf life of the described goods at the time of delivery at the harbor of the Purchaser shall be at least 2 years. |
| 1.2 | Tomato Saarathi  | Dried seeds for growing tomato Sarathi Fruit: Square round in shape, attractive red colour at ripening. Average fruit weight: 80-90 gram Harvesting : 65 - 70 days of planting Suitable for long duration harvest . | 100 packs | pack of 1000 seeds | |
| 1.3 | Cucumber Nandani  | Dried seeds for growing Cucumber Nandani. Fruit: Attractive Green Color with Slight Dark Green Shoulder 18-22cm length. Average fruit weight: 150-180 gram Harvesting: 40-45 days of seed sowing. High Yielding Hybrid | 750 packs | Pack of 10 gram | |
| 1.4 | Cabbage Chanda  | Plant: Plants are green with limited auxiliary leaves. Suitable for high density close planting. Fruit: Round shape 1 - 2.5 kg size very firm. Attractive green in color. Harvesting: 70 - 75 days of planting. | 250 packs | Pack of 10 gram | |
| 1.5 | Cauliflower Atria  | Semitropical hybrid. Curd: Dome shape, white curd, medium self-cover Curd weight: 0.8 - 1kg Harvesting: 55 days after planting Good quality, uniform curds | 250 packs | Pack of 10 gram | |

| | | | | | |
|------|--|---|-----------|--------------------|---|
| 1.6 | <p>Leaf Mustard</p>  | <p>Dried seeds for growing Leaf Mustard. Large semi-upright, spreading, leafy plant with round/oval medium green leaves and serrated margins. Creamy midribs. Harvesting: about 4 or 5 weeks from sowing.</p> | 500 packs | Pack of 30 gram | <p>Dried seeds or kernels for growing vegetables and fruits. Must also be suitable for growing in tropical climate.</p> <p>A Phytosanitary certificate issued by the Competent Authority of the manufacturer is required</p> <p>Must be shipped by Air freight to the Purchaser's country.</p> <p>The shelf life of the described goods at the time of delivery at the harbor of the Purchaser shall be at least 2 years.</p> |
| 1.7 | <p>Celery Tall Utha</p>  | <p>Dried seeds for growing Celery Tall Utha. Tall Utah has dark green stalks and a very compact habit. Days To Maturity 90-100 days Spread: 11 - 13 inches. Height: 18-24 inches SowTime: 8-12 weeks.</p> | 500 packs | Pack of 10 gram | |
| 1.8 | <p>Pumpkin</p>  | <p>Dried seeds for growing Pumpkin. The fruit is oblong or round in uniform shape, has brown rind with spots. The orange yellow flesh is tasty and has good flavor. Weight: 3.5 kg or more. Harvesting: 100-120 days after sowing.</p> | 300 packs | Pack of 1000 seeds | |
| 1.9 | <p>Yard Long Bean Tip</p>  | <p>Dried seeds for growing Yard Long Beans, a vigorous climbing annual vine producing long green pods. Length pods: 35 – 75 centimeters. Harvesting: 60 days after sowing.</p> | 250 packs | Pack of 100 gram | |
| 1.10 | <p>Sweet Corn El Dorado</p>  | <p>Dried kernels for growing Sweet corn El Dorado. El Dorado exhibits strong vigor and the ability to produce high quality cobs which are very uniform in size with deep yellow color and good tip fill. Eating quality is outstanding, tender and very sweet in taste. Color kernel: Deep yellow</p> | 250 packs | pack of 1000 seeds | |
| 1.11 | <p>Watermelon Sayda</p>  | <p>Dried seeds for growing Watermelon Sayda. The fruit has an oval shape, green and light green skinned with rich crimson flesh.</p> | 500 packs | pack of 1000 seeds | |

| | | | | | |
|------|---|--|-----------|--------------------|---|
| 1.12 | <p>Watermelon Valentina</p>  | <p>Dried seeds for growing Watermelon Valentina. The fruit is round in shape, dark green skinned with rich crimson flesh. Height Up to 30cm (11.8in). Spread Up to 400cm (157.5in).</p> | 200 packs | pack of 1000 seeds | <p>Dried seeds or kernels for growing vegetables and fruits. Must also be suitable for growing in tropical climate.</p> |
| 1.13 | <p>Papaya</p>  | <p>Dried seeds for growing papaya. The smooth-skinned fruit is in round or long shape, green skinned that when ripe will turn yellow, orange or pink with deep orange / pink flesh. Weight fruit: ≥ 5 pounds</p> | 250 packs | pack of 1000 seeds | <p>A Phytosanitary certificate issued by the Competent Authority of the manufacturer is required</p> <p>Must be shipped by Air freight to the Purchaser's country.</p> <p>The shelf life of the described goods at the time of delivery at the harbor of the Purchaser shall be at least 2 years.</p> |

LOT 2 ORGANIC PESTICIDES AND ORGANIC FERTILIZERS

| Sub Lot | Item description | Technical specification | Quantity packing | Packing size | Specification requirements |
|---------|--------------------------------|--|----------------------|-------------------|--|
| 2.1 | Organic pesticide Azadirachtin | A neem extract formulated pesticide. It is biological /organic pesticide. It controls wide range of pests in vegetable crops, fruit and ornamentals in safety manner. Active Ingredient = Azadirachtin (Trade name: Neemal) | 1.500 bottles | Bottles of 500 ml | <p>On the label of pesticides, the following information should be mentioned:</p> <ul style="list-style-type: none"> a. Trade name; b. Active substance or substances, according to the International Union of Pure and Applied Chemistry (IUPAC) name; c. Percentage or concentration of active substance or substances; d. Form in which it is offered, the formulation; |
| 2.2 | Organic pesticide Azadirachtin | A neem extract formulated pesticide. It is biological /organic pesticide. It controls wide range of pests in vegetable crops, fruit and ornamentals in safety manner. Active Ingredient = Azadirachtin (Trade name: Neemal) | 1.500 bottles | Bottles of 250 ml | <ul style="list-style-type: none"> e. Type of pesticide insecticide, herbicide, fungicide, etc.; f. The net amount of pesticide in the package, expressed in units of the metric system (SI system); g. Other ingredients, in order of quantity; h. Toxicity of the medium, expressed in LD 50; i. Hazard symbols, as stated in article 6 of the Pesticides Act; j. Safety advice; k. Safety period or the number of days between the last spraying and harvest; l. Crops on which the resource may be used and diseases or pests which the drug should not be used; m. Right dose, expressed in units of the metric system; method of use; time of use; n. Method of destruction of the voided packaging in a way that the environment so little as possible; o. Directions for first aid in case of poisoning; possibly antidote; p. Any further instructions for effects of the product on the environment, for example, "'toxic to bees ';" toxic to fish '; q. Manufacturer, with name, address, district, country, telephone and fax no. and email address; r. Importer with name, address, district, country, telephone and fax no and email address; s. Lot number and expiry date, to indicate in the order day, month and year or the manufacturing date marked "'shelf life to X month'" or "'year |

| | | | | | |
|-----|----------------------------------|--|--------------------|-------------------|---|
| | | | | | <p>after production date"";</p> <p>t. Save mode.</p> <p>The texts on the labels of pesticides must be clear and visible in the Dutch language to be listed.</p> <p>In addition to this mandatory language other languages such as English, French, Spanish or Portuguese are present on the label. The indications and entries must be made in an easily readable font of at least 10 and cannot be blotted out by sweeping.</p> <p>In case the manufacturer is from China, an ICAMA certificate must be included in the bid.</p> |
| 2.3 | Water-soluble Organic fertilizer | <p>Water-soluble organic fertilizer, a Multi-Functional Nutrive Foliar Fertilizer for all kinds of Vegetables, Rice, Field Crops, Fruits, Industrial Crops, Flowers and Grazing etc. Is poison-free, pollution-free, toxic-free and harmless to human and environment. Contains strong biologically and chemically active amino acids, fulvic acids, vitamins, sugar, as well as trace elements required by plants.</p> <p>Technical Specifications :</p> <ul style="list-style-type: none"> - Product type: liquid - Organic matters $\geq 125\text{g/L}$ - $\text{N}+\text{P}_2\text{O}_5+\text{K}_2\text{O} \geq 170\text{g/L}$(single content of N, P, K $\geq 10\text{g/L}$); - $\text{Mn}+\text{Zn}+\text{B} \geq 30\sim 50\text{g/L}$(single content of Mo, Zn, B $\geq 2\text{g/L}$) - water insoluble matters $\leq 20\text{g/L}$ - pH(1+250 dilution rate): 3.0~5.0 ; - $\text{Hg} \leq 5\text{mg/kg}$; As, Cd $\leq 10\text{mg/kg}$; b、Cr $\leq 50\text{mg/kg}$; | 500 bottles | Bottles of 100 ml | <p>The packages shall be legibly and indelibly labeled with the following information:</p> <ol style="list-style-type: none"> 1) name of the product "organic fertilizer" 2) raw material used 3) nutrient content (NPK) |

| | | | | | |
|-----|----------------------------------|---|-----------------|-------------------|---|
| 2.4 | Water-soluble Organic fertilizer | <p>Water-soluble organic fertilizer, a Multi-Functional Nutrive Foliar Fertilizer for all kinds of Vegetables, Rice, Field Crops, Fruits, Industrial Crops, Flowers and Grazing etc. Is poison-free, pollution-free, toxic-free and harmless to human and environment. Contains strong biologically and chemically active amino acids, fulvic acids, vitamins, sugar, as well as trace elements required by plants."</p> <p>Technical Specifications :</p> <ul style="list-style-type: none"> - Product type: liquid - Organic matters $\geq 125\text{g/L}$ - $\text{N}+\text{P}_2\text{O}_5+\text{K}_2\text{O} \geq 170\text{g/L}$(single content of N, P, K $\geq 10\text{g/L}$); - $\text{Mn}+\text{Zn}+\text{B} \geq 30\sim 50\text{g/L}$(single content of Mo, Zn, B $\geq 2\text{g/L}$) - water insoluble matters $\leq 20\text{g/L}$ - pH(1+250 dilution rate): 3.0~5.0 ; - Hg $\leq 5\text{mg/kg}$; As, Cd $\leq 10\text{mg/kg}$; Pb, Cr $\leq 50\text{mg/kg}$; | 80 boxes | Box of 50 sachets | <p>4) Carbon/ nitrogen ratio</p> <p>5) organic matter content</p> <p>6) moisture content</p> <p>7) batch number</p> <p>8) instruction for use</p> <p>9) Name, full address, telephone no. of the manufacturer/packer/importer</p> <p>10) date of packaging</p> <p>11) expiry date</p> <p>The language used for the labeling of the package should be English or Dutch</p> |
| 2.5 | CO2 foliar fertilizer | <p>Natural CO2 foliar fertilizer for outdoor use is a Nano technological fine powder created by tribodynamic activation and micronization. Should be harmless to humans and animals, not hazardous to water. Suitable for use in organic farming according to international standards</p> | 2.500 kg | Tins of 1kg | |

LOT 3 EQUIPMENT

| Sub lot | Item description | Technical specification | Quantity | Packing size | Specification requirements |
|---------|----------------------------------|---|----------|--------------|---|
| 3.1 | Mist duster Agricultural sprayer | <p>Mist duster agricultural sprayer, a portable, liquid and powder spraying machine suitable for plant protection, prevention and cure of diseases and pests of plants and chemical weeding.</p>  <p>To meet the following specifications:</p> <ul style="list-style-type: none"> - Engine: 2 stroke , petrol engine - Power: between 3 – 4 KW - Maximum air flow : 1300 m3 /h - Chemist tank capacity: 20 L - Fuel tank capacity : 1.0 – 2.0 liters - Sprayer capacity : Liquid + Powder - Spraying horizontal range: ≥12 meters - Spraying vertical range: ≥11 meters - Weight: 11kg -Way of ignition: CDI (Capacitor Discharge Ignition) / Thyristor -Way of starting: Recoil starting -Way of stopping: Shutting throttle fully - The tank construction must be from durable polyethylene and preferably translucent for easy monitoring of liquid levels. - Shall be provided with all standard accessories e.g. spray tube, spray nozzles and convenient shoulder straps.(Trade name: KASEI) | 80 units | Unit | <p>Packaging and labeling: Each unit must be packed in a carton box and must be labeled with the following information:</p> <ol style="list-style-type: none"> 1) name of the product 2) batch number 3) product code 4) Name, full address, telephone no. of the manufacturer/packer/importer <p>The language used for the labeling of the package should be English or Dutch. In addition to the mandatory language other languages may be present as well.</p> <p>Documents regarding the product: The following documents shall be included in the packaging of each unit:</p> <ol style="list-style-type: none"> 1. Operator’s manual 2. Safety manual 3. Service manual 4. Parts illustration. <p>The language of the documents must be English.</p> <p>Spare parts: Manufacturer’s Recommended Critical spare parts for the described goods must be included of which the amount should be not more than five (5) % of the CIF price of these goods.</p> <p>Bidder shall submit a commercial test report of the product from an agriculture University or a government institute.</p> |

| | | | | | |
|-----|--------------------------|---|------------|------|--|
| 3.2 | Battery Agro Sprayer | <p>Battery powered agro sprayer: Power back – mounted sprayer, particularly suitable for pest controlling of crops, flowers, gardens, sanitation and epidemic controlling of livestock and poultry houses.</p>  <p>To meet the following specifications: Tank capacity : 15 Liters or 4 gallons Maximum Pressure (PSI): 120 PSI Powered by : 12V / 10 Ah battery Battery : 8A – 12V sealed rechargeable lead battery Type: Electric Charger: 110– 220 V Battery Charging Time: 4 hours Battery Working Time: at least 8 hours after a full charge Weight: 6.5kg Flow: Double nozzle The tank construction must be from durable polyethylene and preferably translucent for easy monitoring of liquid levels Shall be provided with all necessary accessories, including battery, battery charger and spraying wand.</p> | 1200 units | Unit | <p>Packaging and labeling: Each unit must be packed in a carton box and must be labeled with the following information: 1) name of the product 2) batch number 3) product code 4) Name, full address, telephone no. of the manufacturer/packer/importer The language used for the labeling of the package should be English or Dutch. In addition to the mandatory language other languages may be present as well.</p> <p>Documents regarding the product: The following documents shall be included in the packaging of each unit: 1. Operator’s manual 2. Safety manual 3. Service manual 4. Parts illustration. The language of the documents must be English.</p> <p>Spare parts: Manufacturer’s Recommended Critical spare parts for the described goods must be included of which the amount should be not more than five (5) % of the CIF price of these goods.</p> <p>Bidder shall submit a commercial test report of the product from an agriculture University or a government institute.</p> |
| 3.3 | 3 M Half Mask Respirator | <p>3M half mask respirator: A Disposable Organic Vapor respirator designed to help provide respiratory protection against certain airborne contaminants. This respirator may be used in a variety of workplace applications, including spray painting, pesticides, agriculture, chemical manufacturing, construction and transportation.</p> <p>Ideally suited for intermittent respirator wearers. These half</p> | 750 sets | set | <p>Packaging and labeling: The described goods must be packed in a box and must be labeled with the following information: 1) name of the product</p> |

| | | | | | |
|-----|---|---|------------------|------|---|
| |  | <p>mask respirators are manufactured with permanently attached organic vapor / acid gas cartridges for ease of use and little or no maintenance.</p> <p>The cartridge installed in the respirator assembly should be color- coded and marked for easy size identification.</p> <p>Must be approved by the competent authority of the country of origin e.g. National Institute for Occupational Safety and Health (NIOSH) for respiratory protection against organic vapors.</p> <p>Type: Half Mask, disposable</p> | | | <p>2) batch number</p> <p>3) product code</p> <p>4) Name, full address, telephone no. of the manufacturer/packer/importer</p> |
| 3.4 | Roof layer for green house | <p>High quality Polyethylene cover film roof layer for agriculture greenhouse, to provide plant protection against harmful outdoor elements including wind, rain and persistent UV rays.</p> <p>Material: Polyethylene plastic Color: Ocean Blue Thickness: 180 micron. Roll: 6 meters width and 50 meters length.</p> <p>Must be suitable for use in tropical climate and high temperatures.</p> | 100 rolls | Roll | |

LOT 4 BRUSH CUTTERS

| Sub lot | Item description | Technical specification | Quantity packing | Packing size | Specification requirements |
|----------------|-------------------------|---|-------------------------|---------------------|--|
| 4.1 | Electric Brush Cutter | <p>Electric brush cutter for weed trimming as well as working on areas of tough grass.</p>  <p>To meet the following specifications: Engine: 1.3 HP / 2 stroke, petrol engine Power: 0.95 KW Petrol tank volume: 0.5 to 2.0 liters Weight: between 5.0 to 6.0 kg (Weight excluding fuel, cutting tool and guard) Shaft: long, straight, solid steel Drive shaft: rigid Handle: Ergonomic bike handle Technology: Anti – vibration technology NO quick change head. Including cutting heads: One (1) nylon line head and one (1) grass blade Shall be provided with a safety harness or shoulder strap.</p> | <i>1000 units</i> | unit | <p>Packaging and labeling: Each unit must be packed in a carton box and must be labeled with the following information: 1) name of the product 2) batch number 3) product code 4) Name, full address, telephone no. of the manufacturer/packer/importer The language used for the labeling of the package should be English or Dutch. In addition to the mandatory language other languages may be present as well.</p> <p>Documents regarding the product: The following documents shall be included in the packaging of each unit: 1. Operator’s manual 2. Safety manual 3. Service manual 4. Parts illustration. The language of the documents must be English.</p> <p>Spare Parts: Manufacturer’s Recommended Critical spare parts for the described goods must be included of which the amount should be not more than five (5) % of the CIF price of these goods.</p> <p>Bidder shall submit a commercial test report of the product from an agriculture University or a government institute.</p> |

LOT 5 CHEMICAL FERTILIZERS INGREDIENTS

| Sub lot | Item description | Technical specification | Quantity packing | Packing size | Specification requirements | | | | | | | | | | | | |
|--|--|---|-------------------|--|---|------------|------------------------|---------------|----------------|---------------|-------------|------------------------|--|--|--------------------|---|---|
| 5.1 | Urea Granular | <p>Granular Urea Agriculture Grade Specifications</p> <table border="1" data-bbox="362 379 878 794"> <tr> <td>Product</td> <td>Granular Urea Agriculture Grade</td> </tr> <tr> <td>Nitrogen Content</td> <td>46wt % Min</td> </tr> <tr> <td>Moisture Content (H2O)</td> <td>0.50 wt % max</td> </tr> <tr> <td>Biuret Content</td> <td>1.00 wt % Max</td> </tr> <tr> <td>Granulation</td> <td>Size 2-4mm 90wt % Min.</td> </tr> <tr> <td colspan="2">White, free flowing, free from dust and/or harmful substances and treated against caking</td> </tr> </table> | Product | Granular Urea Agriculture Grade | Nitrogen Content | 46wt % Min | Moisture Content (H2O) | 0.50 wt % max | Biuret Content | 1.00 wt % Max | Granulation | Size 2-4mm 90wt % Min. | White, free flowing, free from dust and/or harmful substances and treated against caking | | 9.000 M Ton | 50kg PP/PE Bag (polypropylene outer bags with polyethylene inner bags) | <p>Packing, Marking, Identification requirements regarding all items in lot 5:</p> <p>a) Packing</p> <p>The fertilizer shall be packed in UV stabilized polypropylene (pp) bags with 1 ply polyethylene (pe) inner lining. At the bottom of the bag, the outer bag and the inner PE lining shall be hemmed then folded and secured together in lock stitches. At the top, the inner lining and outer bag shall be hemmed together. The bag shall be securely closed in lock stitches and without any opening. The stitching thread must be acid and heat resistant and of sufficient strength to hold the package secure and withstand multiple stages of handling.</p> <p>The package is sealed or closed in such a way that when it is opened, the fastening seal or the package itself is irreparably damaged.</p> <p>b) Markings and identification</p> <p>-The language used for identification and markings should be English or Dutch</p> |
| Product | Granular Urea Agriculture Grade | | | | | | | | | | | | | | | | |
| Nitrogen Content | 46wt % Min | | | | | | | | | | | | | | | | |
| Moisture Content (H2O) | 0.50 wt % max | | | | | | | | | | | | | | | | |
| Biuret Content | 1.00 wt % Max | | | | | | | | | | | | | | | | |
| Granulation | Size 2-4mm 90wt % Min. | | | | | | | | | | | | | | | | |
| White, free flowing, free from dust and/or harmful substances and treated against caking | | | | | | | | | | | | | | | | | |
| 5.2 | Phosphate | <p>Granulated DAP (18-46-0)</p> <p>1. Product Identification: Chemical name: Di-Ammonium Phosphate Chemical formula: NH₄(PO₄)₂ Trade name: Granular Di-Ammonium Phosphate fertilizer. Use: Agriculture Fertilizer</p> <p>2. Chemical properties Total phosphate as P₂O₅ 46%+/- 0.5 Citrate soluble 44% +/- 0.5 Phosphate as P₂O₅ Water soluble 41% +/-0.5 Phosphate Nitrogen as N 18%+/-0.5</p> <p>3. Physical properties Appearance: Brown yellowish granules Hardness 4kg. min Moisture content 1.5% max.</p> | 1.100 MTon | In 50kg PP/PE Bag (polypropylene outer bags with polyethylene inner bags) | <p>The package is sealed or closed in such a way that when it is opened, the fastening seal or the package itself is irreparably damaged.</p> <p>b) Markings and identification</p> <p>-The language used for identification and markings should be English or Dutch</p> | | | | | | | | | | | | |

| 5.3 | Potassium | <p>MOP 60%K20-Granular Pink Particle Size Distribution:</p> <table border="1" data-bbox="365 229 898 533"> <thead> <tr> <th colspan="3">Cumulative % by weight</th> </tr> <tr> <th>mm</th> <th>Guarantee, %</th> <th>Typical, %</th> </tr> </thead> <tbody> <tr> <td>+4 (>4)</td> <td>5,0 max</td> <td>3,4 – 4,7</td> </tr> <tr> <td>+2 (2-4)</td> <td>85,0 min</td> <td>90,0 – 91,6</td> </tr> <tr> <td>+1 (1-2)</td> <td>8,0 max</td> <td>6,1 – 2,7</td> </tr> <tr> <td>-1 (<1)</td> <td>2,0 max</td> <td>0,5-1,0</td> </tr> <tr> <td>-0,5 (<0,5)</td> <td>0,5 max</td> <td>0,3-0,2</td> </tr> </tbody> </table> <table border="1" data-bbox="365 571 898 699"> <thead> <tr> <th colspan="2">Range</th> </tr> </thead> <tbody> <tr> <td>Size Guide Number (SGN)</td> <td>245-300</td> </tr> <tr> <td>Index Uniformity (IU)</td> <td>40-55</td> </tr> </tbody> </table> | Cumulative % by weight | | | mm | Guarantee, % | Typical, % | +4 (>4) | 5,0 max | 3,4 – 4,7 | +2 (2-4) | 85,0 min | 90,0 – 91,6 | +1 (1-2) | 8,0 max | 6,1 – 2,7 | -1 (<1) | 2,0 max | 0,5-1,0 | -0,5 (<0,5) | 0,5 max | 0,3-0,2 | Range | | Size Guide Number (SGN) | 245-300 | Index Uniformity (IU) | 40-55 | 700 Ton | <p>In 50kg PP/PE Bag (polypropylene outer bags with polyethylene inner bags)</p> <p>Physical Properties:</p> <table border="1" data-bbox="1216 403 1489 667"> <thead> <tr> <th></th> <th>Unit</th> <th>Range</th> </tr> </thead> <tbody> <tr> <td>Bulk density</td> <td>ton/m³</td> <td>1,03 – 1,19</td> </tr> <tr> <td>Angle of repose</td> <td>degrees</td> <td>30 – 36</td> </tr> </tbody> </table> | | Unit | Range | Bulk density | ton/m ³ | 1,03 – 1,19 | Angle of repose | degrees | 30 – 36 | <p>-The identification and marking should appear on the bags.</p> <p>Each bag shall display the following information:</p> <ol style="list-style-type: none"> 1. name, full address, e-mail address, telephone number of the manufacturer/supplier 2. nutrient content (in both word and chemical symbols); 3. net content by mass in kg; 4. storing condition and handling instructions 5. production date and expiry date; 6. country of origin 7. contract number 8. container/pallet/or bag numbering: e.g. pallet 1/40, 2/40 etc <p>Further details regarding the importer (on the package): as per contractual agreement.</p> |
|-------------------------|--------------------|---|------------------------|--|--|----|--------------|------------|---------|---------|-----------|----------|----------|-------------|----------|---------|-----------|---------|---------|---------|-------------|---------|---------|-------|--|-------------------------|---------|-----------------------|-------|---------|---|--|------|-------|--------------|--------------------|-------------|-----------------|---------|---------|---|
| Cumulative % by weight | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| mm | Guarantee, % | Typical, % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| +4 (>4) | 5,0 max | 3,4 – 4,7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| +2 (2-4) | 85,0 min | 90,0 – 91,6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| +1 (1-2) | 8,0 max | 6,1 – 2,7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| -1 (<1) | 2,0 max | 0,5-1,0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| -0,5 (<0,5) | 0,5 max | 0,3-0,2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Range | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Size Guide Number (SGN) | 245-300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Index Uniformity (IU) | 40-55 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Unit | Range | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bulk density | ton/m ³ | 1,03 – 1,19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Angle of repose | degrees | 30 – 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SECTION VIII SAMPLE FORMS

NOTES ON THE SAMPLE FORMS

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bidding Data, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 30. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

SAMPLE FORMS

| | |
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1. Bid Form and Price Schedules

Date:
IDB Financing No:
IFB No:

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents 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 deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bidding Data and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and 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.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad

Name of Bidder _____ . IFB Number _____ . Page ____ of _____ .

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------|-------------|-------------------|----------|---|--|--|--|
| Item | Description | Country of Origin | Quantity | Unit Price* FOB or FCA port or place of loading (specify port or place)** | Unit price* CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 6) | Unit price* of inland delivery to final destination and unit price of other incidental services*** |
| | | | | | | | |

* Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

** Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bidding Data.

*** Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bidding Data.

Bids launched under “open ICB” or ICB/MC.

Signature of Bidder _____

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

Price Schedule for Domestic Goods Offered from within the Purchaser's Country*

Name of Bidder _____ . IFB Number _____ . Page _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|----------|--------------------------|--|--|--|--|
| Item | Description | Country of Origin | Quantity | Unit Price* EXW per item | Cost of local labor, raw material, and component** | Total price EXW per item (cols. 4 x 5) | Unit prices* per item final destination and unit price of other incidental services*** | Sales and other taxes payable if Contract is awarded |
| | | | | | | | | |

* Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

** Indicated as a percentage of the EXW price.

*** Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bidding Data.

Bids from local bidders under “open ICB, ICB/MC, or launched under NCB

Signature of Bidder _____

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

2. Form of Bid Security (Bank Guarantee)

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures] ([amount in words])* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a

copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between [*name of Purchaser*] of [*country of Purchaser*] (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “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 submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
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 services 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 services 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, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (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 reputable 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 aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee Form for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

SECTION IX. ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS, AND SERVICES IN IDB-FINANCED PROCUREMENT

Paragraphs 1.9 and 1.10 of the Guidelines for Procurement under IDB Financing are cited below:

1.9 It is a fundamental policy of IDB that the bidding documents shall unequivocally stipulate that the providers of goods and works, and their associates and subcontractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Conference, the League of Arab States and the Organization of African Union. The Beneficiary shall advise intending contractors and suppliers that bids will only be considered from contractors and suppliers who are not subject to said Boycott Regulations. Bidders, through an agent in the Member Countries concerned or through one of the Member Countries' Embassies in the country of origin of the bidder, may acquire a certificate which certifies that the bidder is not blacklisted.

1.10 For the boycott requirement, the eligibility of a supplier or contractor will be determined during the evaluation process. In cases where suppliers or contractors withhold information to evade disqualification on account of the boycott requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such parties and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and IDB. IDB reserves the right not to honor any contract if the supplier or contractor involved is found to be subject to the boycott requirement.