



منظمة الشروق للتنمية الاجتماعية والثقافية

ALSHROOQ ORGANIZATION FOR SOCIAL & CULTURAL DEVELOPMENT

TERMS AND CONDITIONS OF SUPPLY

1. **Fixed Price:** The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
2. **Taxes and Duties:** Prices shall be inclusive of all taxes, duties, fees and levies payable in Sudan, including VAT, which shall be shown separately in the Price Schedule. Where the Purchaser holds a valid VAT exemption for the project, it will provide the exemption certificate to the Supplier, the VAT amount will not be paid, and the Contract Price will be reduced accordingly. No other price adjustment for taxes shall apply.
3. **Delivery Schedule:** The Goods shall be delivered to the destinations listed in Annex I in two milestones:
 - a) **Milestone 1:** Not less than 2,250 household kits and 450 tool bags within thirty (30) days.
 - b) **Milestone 2:** The balance, completing all 4,500 household kits and 900 tool bags, within forty-five (45) days.

Both periods run from the later of:

- a) The date of signing of the Contract
- b) The date of the Purchaser's written approval of the visibility print proof (see Annex I, Visibility and Labelling).

The destination sequence for Milestone 1 will be instructed in writing by the Purchaser. The Supplier shall submit a delivery plan within five (5) days of contract signature.

4. **Liquidated Damages:** If the Supplier fails to deliver any of the Goods within the periods stated in the Delivery Schedule, the Purchaser shall, without prejudice to its other remedies, deduct from the Contract Price as liquidated damages 0.5% of the price of the delayed Goods for each day of delay until actual delivery, up to a maximum of 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract in accordance with the Failure to Perform clause.
5. **Insurance:** 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. The insurance shall be in an amount equal to 110 percent of the value of the Goods on “All risks” basis.
6. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Republic of Sudan.
7. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Sudanese law.
8. **Delivery and Documents:** Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - a) Copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount.
 - b) Manufacturer's or supplier's warranty certificate; and
 - c) Certificate of origin.

- d) Delivery note/waybill for each destination, signed by the Purchaser's receiving officer, and a packing list showing box and tool-bag serial numbers.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Payment: Payment of the contract price shall be made in the following manner:

- a) **90%** of the price of each consignment upon delivery at the destination and issue of the Purchaser's Acceptance Certificate for that consignment.
- b) **10%** upon delivery and acceptance of the full contract quantity, including replacement of any rejected goods. No advance payment shall be made under this Contract.
- Payment documents: original invoice in USD, signed delivery notes/Goods Received Notes for each destination and the Purchaser's Acceptance Certificate. The Purchaser will approve an invoice, or return it with reasons, within five (5) working days of receipt. Payments shall be made in USD by bank transfer to the Supplier's account within thirty (30) days of receipt of a correct invoice and the relevant Acceptance Certificate. The Purchaser's bank charges are borne by the Purchaser; the Supplier's bank and any intermediary bank charges are borne by the Supplier.

10. **Warranty:** Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.
11. **Inspection and Acceptance:** The Goods shall be inspected and accepted in accordance with Annex I, Section 6 (pre-delivery inspection, sample tests and delivery inspection). The Purchaser shall issue an Acceptance Certificate, or a written rejection notice stating the defects, within five (5) working days of delivery at each destination. Rejected or missing items shall be replaced or made good by the Supplier at its own cost, including transport, within seven (7) days of the rejection notice; otherwise, the Purchaser may procure them elsewhere at the Supplier's cost or deduct their value from payments due.
12. **Defects:** All defects will be corrected by the Supplier without any cost to the Purchaser within 14 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:
- a) Facility: _____
- b) Address: _____
13. **Force Majeure:** The supplier shall not be liable for penalties 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. For purposes of this clause, "Force Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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 Force Majeure event.

14. **Required Technical Specifications:** (with attachments as necessary)

- a) General Description.
- b) Specific details and technical standards.
- c) Performance Parameters.

Supplier confirms compliance with above specifications.

15. **Failure to Perform:** The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. **Suppliers Compliance Requirements (pass/fail):** Each requirement below will be assessed on a pass/fail basis and must be supported by the evidence stated. A quotation that fails any requirement will be rejected. Documents issued outside Sudan that are equivalent to those listed will be accepted from bidders not established in Sudan.

- a) **Legal Status:** Valid certificate of registration and valid commercial licence (or the equivalent registration in the bidder's country of establishment).

- b) **Tax:** Valid tax registration/clearance certificate from the Sudan Taxation Chamber for bidders established in Sudan, or the equivalent tax registration for bidders established elsewhere.
- c) **Financial Ability:** Bank statements for the last six (6) months and/or a bank letter confirming an available credit facility, showing available funds of not less than 50% of the bidder's quoted total price.
- d) **Zakat:** Certificate of discharge of Zakat obligations from the Zakat Chamber – required only from bidders who are subject to Zakat under Sudanese law; not required from other bidders.
- e) **Experience:** At least one contract for the supply of shelter/NFI items (e.g. plastic sheets or shelter kits) of not less than 2,250 kits or equivalent value, completed within the last three (3) years, evidenced by a contract/purchase order and a client delivery or completion certificate.
- f) **Delivery:** Signed commitment to the milestone Delivery Schedule and to delivery at all six destinations in Khartoum and White Nile States listed in Annex I, with an outline delivery plan.
- g) **Samples:** One complete household kit and one complete tool bag, labelled with the bidder's name, delivered to the Purchaser's address by the submission deadline.
Submission of samples is mandatory: a quotation without samples will be rejected. The evaluation committee will examine the samples on a pass/fail basis against Annex I (dimensions, thickness, materials, workmanship, packaging and labelling). Checks are non-destructive, except that the plastic sheet may be cut to measure thickness and weight. The successful bidder's samples will be retained as the reference for inspection; unsuccessful bidders may collect

their samples, other than destructively tested items, within thirty (30) days of contract award, after which they will be disposed of.

- h) **Technical Compliance:** The completed “Summary of Technical Specifications” table in “Technical Compliance Table” document, with the manufacturer’s data sheet or test certificate for the plastic sheet (thickness, UV stabilisation and tensile strength).
- i) Signed Form of Quotation, including the declarations on conflict of interest and the IsDB sanctions list.

Name of Supplier: _____

Authorized Signature: _____

Place: _____

Date: _____