



Bashayer Pipeline Company (BAPCO)  
FZCO LTD  
Almugran District – Petrodar Tower  
P.O. Box 11778, Khartoum, Sudan,  
Tel : +249 183 790501 Fax: +249 183  
790550

## **INVITATION TO BID**

**TENDER # BAPCO/45/21-335**

**FOR**

**PROVISION OF ERP EPICOR CONSULTANT**

Date: July 25 2021

To: All Bidders

Attn: General Manager

Dear Sir,

**INVITATION TO BID**  
**TENDER# BAPCO/45/21-335 PROVISION OF ERP EPICOR CONSULTANT**

Bashayer Pipeline Company (BAPCO) is hereby pleased to invite your company (BIDDER) to submit a sealed Bid Proposal for the above-mentioned tender. The tender shall be governed by, and your Bid Proposal submission shall be in accordance with the attached Instruction to Bidders (ITB) documents.

Before you submit your Bid Proposal, please read and understand clearly the content of all the ITB. The format of Bid Proposal submission shall be as per the attachment to this letter.

All costs incurred in preparing and submitting your Bid Proposal including presentations if required shall be solely at your own expense and will not be reimbursed by BAPCO under any circumstance.

Furthermore, BAPCO shall not be responsible for any loss and/or delay in delivering your proposals. BAPCO reserves the right to reject any or all BIDDERS or select BIDDER(s) of its choice without assigning any reasons.

**Your sealed Bid should be sent by hand or mail to the address specified in the ITB. Tender Document shall be submitted not later than 13:00 (Sudan Local Time) 8, 8, 2021 (Bid Closing Date). Late bids will be rejected.**

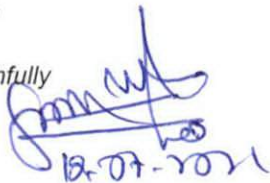
Bid Proposal shall be valid for 90 days.

BIDDERS ARE HEREBY FOREWARNED TO FOLLOW STRICTLY ALL THE INSTRUCTIONS GIVEN IN THE ITB IN COMPLETING, PACKAGING AND SUBMISSION OF YOUR BID PROPOSAL, OTHERWISE YOUR BID PROPOSAL WILL BE CONSIDERED NONCOMPLIANCE / INVALID AND THEREFORE REJECTED.

Please acknowledge receipt by advising BAPCO via fax of your interest to participate within five days upon receipt of this invitation. All invited BIDDERS are to advise BAPCO should BIDDERS declined from participation, and to state reasons for such decision. Failure to do so may result BIDDERS being dropped from future bidders list.

Thank you,

Yours Faithfully



12-07-2021

Secretary, Tender Committee

**ATTACHMENT TO INVITATION TO BID LETTER**  
**BID PROPOSAL FORMAT**

BIDDERS are required to submit Bid Proposal in the format as described below. BIDDERS are reminded that the Technical Proposal Package MUST NOT contain any prices.

**TECHNICAL PROPOSAL PACKAGE**

The Technical Proposal Package shall include, but not limited to, the following:

**Sub-Section (T1) Covering Letter**

- 1) BIDDER shall list the contents of BIDDER's proposal and qualify any special additions not specifically requested for.
- 2) BIDDER shall state whether the company, if awarded this CONTRACT, will actually undertake the SERVICES or it will be undertaken by affiliated company, principal, associate, subsidiary, subcontractor, third party or other.

**Sub-Section (T2) Proposal Form**

As per the format in ATTACHMENT B.

**Sub-Section (T3) BIDDER's Profile**

BIDDER is required to provide information about its company as specified for in ATTACHMENT D, which shall include: -

1. Background of company
2. Main activity/business
3. Equity/shareholders/Directors
4. Affiliates/principal/subsidiaries company

**Sub-Section (T4) Capability and Experience**

BIDDER is required to provide details of its experience as per the format in ATTACHMENT E

**Sub-Section (T5) CONTRACTOR's Proposal for the SERVICES**

BIDDER shall submit the following: -

Example (User Department to specify)

- Description of the proposed SERVICES – methodology and resources
- Proposed personnel for the SERVICES

BIDDER shall be responsible for all necessary arrangements required in connection with the SERVICES – e.g. statutory permits, issuance of work permits/visas etc for its personnel engaged for the SERVICES, etc.

**Sub-Section (T6) Safety Program**

BIDDER shall describe its HSE Management System, safety track record and safety award achievement(s) if available.

**Sub-Section (T7) Exceptions**

BIDDER must have one of the following statements prominently displayed in capital letters under this section:-

**"THIS BID PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THE CONTRACT"**

*or*

**"THE BASE BID PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THE CONTRACT. ALTERNATIVELY, THE SUBMISSION INCLUDES PROPOSED EXCEPTIONS/ALTERNATIVES WHICH ARE LISTED IN THIS SECTION."**

BIDDER must submit a complete and detailed listing of all exceptions to the tender documents (TERMS & CONDITIONS of CONTRACT and/or exhibits) in the format provided in ATTACHMENT C, and as per the instruction in ATTACHMENT A.4.

The following instructions must be observed:

1. Complete new proposed wording must be provided for each exception (i.e. complete sentences with no reference to deletion or insertion of words).
2. No prices or cost reduction are to be shown for the exceptions submitted in the TECHNICAL PROPOSAL Exceptions with cost implication must be marked with an asterisk (\*) under the column "Reduction in Bid Price if BAPCO accepts the Exception".

*or*

**"THIS BID PROPOSAL IS BASED ON CERTAIN EXCEPTIONS TO TERMS AND CONDITIONS OF THE CONTRACT, AND BIDDER CAN NOT ACCEPT AT ANY COST TO ENTER INTO CONTRACT WITH BAPCO BASED ON RESPECTIVE ORIGINAL WORDINGS"**

BIDDER must submit a complete and detailed listing of all exceptions to the Tender Documents (TERMS & CONDITIONS of CONTRACT and/or exhibits) in the format provided in ATTACHMENT C and a statement "will not accept BAPCO's wordings at any cost" under the column "Reduction in Bid Price if BAPCO accepts the Exception".

### **COMMERCIAL PROPOSAL PACKAGE**

The Commercial Proposal Package shall include, but not limited to, the following:-

#### **Sub-Section (C1) Covering Letter**

As per Attachment B 2.

#### **Sub-Section (C2) CONTRACT Price Schedule**

As per the format in EXHIBIT II.

#### **Sub-Section (C3) Exceptions**

BIDDER must submit a complete and detailed listing of only the exceptions that have cost and/or time impact in the format provided in ATTACHMENT C.

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**FOR**

**TENDER# BAPCO/45/21-335 PROVISION OF ERP EPICOR CONSULTANT**

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4. ATTACHMENT D	COMPANY PROFILE FORM
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## ATTACHMENT A

### INSTRUCTIONS TO BIDDERS

#### A.1 INTRODUCTION

- A.1.1 Bashayer Pipeline Company (BAPCO) (hereinafter referred to as "BAPCO"), is hereby soliciting competitive bid proposals ("Bid Proposals") from your company (hereinafter referred to as "BIDDER") for the SERVICES as specified in this tender documents.

The Scope of SERVICES (referred to as "SERVICES") and details on requirements are specified in the CONTRACT and its exhibits. Please study these carefully.

- A.1.2 To enable BAPCO to assess the relative merits of each bid, BIDDER is requested to furnish BAPCO with any and all relevant and complete information as set forth in this ATTACHMENT A.
- A.1.3 BIDDER is urged to comply strictly with each and every one of the provisions of this tender document and must submit Bid Proposal strictly in accordance with the terms of the tender documents, which consist of the following:

ATTACHMENT A	- INSTRUCTIONS TO BIDDERS
ATTACHMENT B	- PROPOSAL FORM
ATTACHMENT C	- EXCEPTIONS FORM
ATTACHMENT D	- BIDDER'S PROFILE
ATTACHMENT E	- BIDDER'S EXPERIENCE
ATTACHMENT F	- BIDDER'S FINANCIAL CAPABILITY
ATTACHMENT F	- TERMS & CONDITIONS OF CONTRACT (including its exhibits)

- A.1.4 BAPCO will accept and encourage proposals made jointly by two or more BIDDERS who wish to combine their resources. However, BAPCO will not accept and will disqualify any BIDDER who submitted more than one proposal.
- A.1.5 **As a base case, Bidder's proposal shall be in full conformity with the requirements as set out in this tender document.** Nothing shall be deemed to change or supplement this basis except revisions to the tender documents issued to all BIDDERS in writing by BAPCO as Tender Clarifications or Tender Addendum. **If BIDDER wishes to present alternatives, BIDDER may do so only after having duly complied with the requirements of this tender document as its primary bid.**

**FAILURE TO COMPLY WITH THIS REQUIREMENT OF SUBMITTING A FULLY CONFORMANCE BASE BID WILL RISK BIDDER'S PROPOSAL BEING DROP FROM FURTHER EVALUATION, BEING A NON-CONFORMANCE BID.**

- A.1.6 Any query concerning preparation of Bid Proposal is to be directed in writing to the address given in Section A-7.3. All relevant questions, along with BAPCO's reply, will be sent to all BIDDERS.
- A.1.7 Bid Proposal shall be binding for a period of time stated in the Invitation to Bid letter. BIDDER may assume that award for this CONTRACT will be made within the bid validity period.
- A.1.8 BIDDER shall also provide quotation(s) for any adjustment(s) required by BIDDER to extend the bid validity for each two (2) consecutive 30-day period up to an additional sixty (60) days beyond the validity period specified in Section A-1.7 above, if requested by BAPCO.
- A.1.9 All Bid Proposals must be signed and certified by an officer duly authorized by BIDDER.
- A.1.10 Any amendments appearing in the he Bid Proposal must be signed by the BIDDER's authorized officer.
- A.1.11 BIDDER is encouraged to consider maximizing Sudan resources and facilities in the execution of the SERVICES and to be highlighted in the Bid Proposal.
- A.1.12 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTIONS SET FORTH IN THIS ATTACHMENT A WILL RESULT IN THE BID PROPOSAL BEING DEEMED TO BE NON-COMFORMING, IN WHICH CASE IT WILL BE EXCLUDED FROM FURTHER CONSIDERATION.

**A.2 INTENTION TO BID**

- A.2.1 BIDDER is requested to check the tender documents upon receipt and to advise BAPCO if there is any omission or pages missing, or if there are any conflicting requirements.
- A.2.2 BIDDER is required to acknowledge receipt and to confirm within the time stipulated in the Invitation to Bid letter, upon receipt of tender documents:-
  - BIDDER's intention to submit Bid Proposal
  - Address and name of representative to whom BAPCO shall address all communications pertaining to the tender.
- A.2.3 BIDDER is required to confirm BIDDER's understanding of the tender documents and agreement to bid by executing the Proposal Form as per ATTACHMENT B, to be submitted together with the Bid Proposal. An officer duly authorized by BIDDER must sign the Proposal Form, without making any changes to the form.
- A.2.4 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reasons for declining to submit a proposal. BIDDER is required to promptly return all tender documents to BAPCO and, in all such cases, this shall be done not later than the Bid Closing Date as stated in the Letter of Invitation to Bid.

The tender documents returned shall be forwarded to the address given in Section A-9.3 and the following shall be clearly marked on the cover/envelop:

1. DECLINE TO BID – DOCUMENT RETURNED
2. TENDER (Number and Title)
3. BIDDER's Name

### A.3 PRICE QUOTATIONS

- A.3.1 All rates proposed by BIDDER shall be quoted in US Dollars (USD) and shall be firmed throughout the duration of the CONTRACT.
- A.3.2 Price quoted shall prevail throughout the duration of this CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuation.
- A.3.3 The CONTRACT Price Schedule must be entirely completed by BIDDER as required. Every page of CONTRACT Price Schedule must be stamped by BIDDER's official company logo and properly initialed by BIDDER's authorized officer.
- A.3.4 Payments under the terms of this CONTRACT shall be in accordance with the relevant articles of the CONTRACT.

### A.4 CONTRACT EXCEPTIONS

- A.4.1 If BIDDER has any change that is considered of mutual benefit or if there is any exception to the terms and conditions of the CONTRACT or any other part of the tender document, BIDDER must state the changes or exceptions proposed by using the format in ATTACHMENT C and giving specific reasons thereof. BIDDER must indicate clearly the effect, if any, these changes or exceptions may have on BIDDER's price quotation if the changes or exceptions are accepted by PDOC.

**BIDDER shall ensure that BIDDER's base quotation excludes such change(s) or exception(s).**

- A.4.2 Change(s) or exception(s) to the CONTRACT expressed after the Bid Closing Date shall not be considered.
- A.4.3 PDOC reserves the right to accept or reject any or all of the proposed change(s) or exception(s). BAPCO will review each change or exception on a case-by-case basis.
- A.4.4 If BIDDER cannot accept BAPCO's wording at any price , and is willing to take risk having its Bid Proposal rejected on this bases, then BIDDER must make the following statement under the " CHANGE IN BID PRICE " column in ATTACHMENT C :

" FIRM - Will not accept BAPCO's wording at any price " .

### A.5 TAXES AND DUTIES

- A.5.1 BIDDER is responsible to seek clarification through their tax advisor on the applicability of tax provisions prior to submitting the Bid Proposal.
- A.5.2 BIDDER shall ensure that all applicable taxes and duties are incorporated in the Bid Proposal.



A.6 PROPOSAL FORMAT

BIDDER shall submit the Bid Proposal as per the format and content as set out in the appendix to this ATTACHMENT A.

A.7 SUBMISSION OF PROPOSAL

A.7.1 BIDDER is requested to submit the Technical and Commercial Packages in two (2) copies, including one (1) original set of each. The original set of each package must be wrapped separately from the other copies and clearly marked with the word "ORIGINAL-COMMERCIAL" or "ORIGINAL-TECHNICAL" on the cover of the respective package. Copies of the Technical Proposal shall also be wrapped separately from the Commercial Proposal and marked with the word "COPY-TECHNICAL PROPOSAL" or "COPY-COMMERCIAL PROPOSAL" on the cover of the respective package.

In the event of discrepancy between the original set and the copies, the original shall prevail.

A.7.2 BIDDER shall ensure that all proposals or submissions to BAPCO pertaining to the tender are properly wrapped, sealed and labeled accordingly as follows:

"ORIGINAL-COMMERCIAL"  
"ORIGINAL-TECHNICAL"

"COPY-COMMERCIAL PROPOSAL"

"COPY-TEHCNICAL PROPOSAL"

BIDDER shall ensure that BIDDER's name and address and the tender number and title are indicated on the cover of each package.

A.7.3 All communications/correspondence with regard to bid preparation/clarification and submission of Bid Proposal shall be made to the following address:

**SECRETARY, TENDER COMMITTEE**  
**Bashyer Pipeline Company (BAPCO)**  
(PROCUREMENT DEPT, 1st Floor)  
PETRODAR TOWER  
Almugram District, P.O. Box 11778,  
Khartoum  
Sudan

TEL :249 187008173 email [adaoud@bashayerpl.com](mailto:adaoud@bashayerpl.com)

FAX : 249 183 790530

A.7.4 All correspondences with regard to tender clarifications shall be in writing and must indicate the tender number and title and sent to the address given in Section A.7.3.

A.7.5 BIDDER is strongly advised to deliver the proposal by hand in order to assure timely receipt by PDOC. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service (e.g., courier). BIDDER should advise BAPCO by fax the date and details of the delivery services.

A.7.6 Responsibility for timely delivery of the proposal to the correct address rests fully with BIDDER. BAPCO does not accept late bids. Delivery to the wrong address shall not be an excuse for late delivery.

A.7.7 **BIDDER must ensure that the proposal is delivered to the address given in Section A.7.3 above not later than the Bid Closing Date specified in the Invitation to Bid letter.**

A.8 ACCEPTANCE

A.8.1 BAPCO may, at its option, reject all bids received or may accept any bid which, in BAPCO's sole judgment, is the most advantageous to BAPCO. BAPCO reserves the right to accept or reject all or part of the proposal at BAPCO's discretion and will be under no obligation to explain the reasons thereof.

A.8.2 BAPCO reserves the right to award the contract at its own discretion.

A.8.3 BAPCO shall not be deemed to have accepted all or any parts of a proposal unless and until written acceptance is issued.

A.8.4 The successful BIDDER will be invited to enter into an agreement with BAPCO (reference is made to the CONTRACT FORM of the Bid Document). Prior to such an invitation, BAPCO may send the successful BIDDER a letter or telex of intent.

A.8.5 In the event that BIDDER is a partnership, consortium, joint venture or such other association of companies acting together for the purpose of entering into the CONTRACT, or planning to subcontract any of the SERVICES of the CONTRACT, then details about the composition and legal status of the BIDDER and subcontractor shall be attached to the Bidding Documents. Failure to provide such documents in advance shall, at BAPCO's option, be treated as a breach of BAPCO bidding requirements.

**ATTACHMENT – B 1**

**TECHNICAL PROPOSAL FORM**

Date :  
To : Bashyer Pipeline Company .  
Petrodar Tower  
Almugran Al Gaba Street, Khartoum  
Sudan  
ATTN : SECRETARY, TENDER COMMITTEE

Dear Sir,

**BID PROPOSAL FOR TENDER NO. \_\_\_\_\_ FOR PROVISION OF \_\_\_\_\_**

We, the undersigned, certify that we have read and understood the subject Invitation to Bid tender document for Provision of \_\_\_\_\_ for BAPCO.

We acknowledge that we have thoroughly reviewed the tender document and hereby submit our Technical Bid Proposal for the CONTRACT and therefore we shall be solely responsible for the SERVICES which shall be in accordance with good contractual practice.

We offer to perform the SERVICES as detailed in the tender document as stated in our technical proposal attached hereto.

If our technical proposal is accepted, we undertake that, pending the execution of a formal contract, this Bid Proposal, together with BAPCO's written acceptance shall constitute a binding contract between us.

Yours truly,

Signature:

Name:

Position:

**ATTACHMENT - B 2**

**COMMERCIAL PROPOSAL FORM**

Date :

To : **SECRETARY, TENDER COMMITTEE**  
**Bashyer Pipeline Company**  
(PROCUREMENT DEPT, 1st Floor)  
PETRODAR TOWER  
Almugram District, P.O. Box 11778,  
Khartoum  
Sudan

TEL : 249 187008160

FAX : 249 183 790530

ATTN : SECRETARY, TENDER COMMITTEE

Dear Sir,

**COMMERCIAL BID PROPOSAL FOR TENDER NO. \_\_\_\_\_ FOR PROVISION**  
**OF \_\_\_\_\_**

We, the undersigned, certify that we have read and understood the subject Invitation to Bid tender document for Provision of \_\_\_\_\_ for BAPCO.

We acknowledge that we have thoroughly reviewed the tender document and hereby submit our Commercial Bid Proposal for the CONTRACT and therefore we shall be solely responsible for the SERVICES which shall be in accordance with good contractual practice.

We offer to perform the SERVICES as detailed in the tender document for the prices stated in our proposal attached hereto. This offer is valid for \_\_\_\_\_ days from the date fixed for Bid Closing (i.e., until \_\_\_\_\_) and shall be binding to us if accepted by BAPCO at any time before expiration of the aforesaid validity date.

For extension of bid validity period beyond the date specified above, the price adjustment, if any, shall be as follows:

For the first 30 day extension of bid validity -----

For the second 30 day extension of bid validity -----

If our proposal is accepted, we undertake that, pending the execution of a formal contract, this Bid Proposal, together with BAPCO's written acceptance shall constitute a binding contract between us.

Yours truly,

Signature:

Name:

Position:

## ATTACHMENT C

### EXCEPTIONS FORM

Article No.	Exact New Wording Proposed by BIDDER	Reason(s) for Exception.	Reduction in Bid Price if PDOC accepts the Exception	Effect on SERVICES

**ATTACHMENT D**

**BIDDER'S PROFILE**

BIDDER'S NAME : .....		TENDER No. ....
No.	ITEM	(BIDDER shall fill in the spaces below)
1	Background of BIDDER	..... ..... ..... .....
2	Business Registration/License/ No. of (Company, Firm, partnership)	No..... (BIDDER shall submit a copy of the Business Registration/License document)
3	Registered Business Address .	
4	Company Directors	i) Name : ..... Title : ..... ii) Name : ..... Title : ..... iii) Name : ..... Title : ..... iv) Name : ..... Title : .....
5	Major Company Shareholders	i) Name : ..... Equity share : .....% ii) Name : ..... Equity share : .....% iii) Name : ..... Equity share : .....% iv) Name : ..... Equity share : .....%

No.	Item	( BIDDER shall fill in the spaces below )
6	Company's Authorized and Paid-Up Capital	i) Authorized Capital* : ..... ii) Paid-up Capital* : .....
7	Name/Address of Company's Banker(s)	..... .....
8	Name/Address of Company's Principal(s)/Subsidiaries/ Affiliate(s)	..... ..... .....
<ul style="list-style-type: none"> <li>• Please, state whether this in USD ( \$ ) .</li> </ul> <p>Note : i) BIDDER may provide additional relevant information in separate write-up(s) or brochures. ii) BIDDER may use his own software to format this ATTACHMENT for submission of Proposal. The format must be identical to this ATTACHMENT</p>		

We, ( name of BIDDER ) ..... hereby certify that the above information are true to the best of our knowledge and hereby give BAPCO the right to verify the information herewith provided for tender evaluation purpose .

Signature ( for and on behalf of the BIDDER ) : .....

Name :

Designation :

Date :





## ATTACHMENT F

### BREAKDOWN OF FINANCIAL STATUS OF COMPANY FOR EACH MEMBER OF JOINT-VENTURE / CONSORTIUM

BIDDER and / or each member of its joint-venture /consortium shall submit the following:

- (a) Audited financial statements for the last three (3) years;
- (b) Credit references from banks and / or other credit references

BIDDER shall complete details of its financial status in Attachment F

No.	Items	Company or JV / Consortium			Company or JV / Consortium Member		
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1.	<b>Current Asset</b>						
2.	<b>Current Liabilities</b>						
3.	<b>Working Capital (1-2)</b>						
4.	<b>Long Term Assets</b>						
5.	<b>Total Assets (1+4)</b>						
6.	<b>Shareholder Equity</b>						
7.	<b>Net Profit after Tax</b>						
8.	<b>Liquidity Ratios:</b> a) Current Ratio (1/2) b) Acid Ratio ((1-Stock)/2)						
9.	<b>Return on Equity (Net Profit Before Tax / Equity)</b>						
10.	<b>Current Liabilities to Total Assets Ratio (2/5)</b>						
11.	<b>Cash Flow, i.e. Sources and Application of Funds for WORK</b>						
12.	<b>Banking and Financing Facilities</b>						
13.	<b>Equity / Net worth</b>						



**FORM OF CONTRACT**

This CONTRACT is entered into

Between:

**BASHAYER PIPELINE COMPANY (BAPCO) FZCO LTD**

a company incorporated under the laws of Dubai United Arab Emirates , having a registered branch under the laws of the Republic of Sudan and address Al-Mugran district, Petrodar Tower, B. O. Box: 11778, Khartoum- Republic of Sudan (hereinafter referred to as "BAPCO"). OF THE FIRST PART

And

A company incorporated under the laws of , having a registered office at , Tel: (hereinafter referred to as "CONTRACTOR) OF THE SECOND PART

(Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties).

**Whereas:** BAPCO is engaged in the transportation of crude oil, and requires for such operations specialized equipment, services and personnel of the type offered by CONTRACTOR, and CONTRACTOR desires to furnish such services and personnel (hereinafter referred to as "SERVICES").

**Whereas:** CONTRACTOR represents that it is able and willing to provide the aforementioned SERVICES and that it has the experience and capability to do so expeditiously.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. In this CONTRACT, words and expressions shall have the same meaning as are respectively assigned to them in the TERMS & CONDITIONS of CONTRACT herein referred to.
2. The following documents together constitute this CONTRACT:
  - FORM OF CONTRACT
  - GENERAL TERMS & CONDITIONS
  - PARTICULAR TERMS & CONDITIONS
  
  - EXHIBITS:
    - EXHIBIT I: SCOPE OF SERVICES
    - EXHIBIT II: CONTRACT PRICE SCHEDULE
    - EXHIBIT III: ADMINISTRATION PROCEDURE
    - EXHIBIT IV: HEALTH, SAFETY AND ENVIRONMENTAL REGULATION
    - EXHIBIT V: PERFORMANCE BANK GUARANTEE
    - EXHIBIT VI: CONTRACT EXPENSE REPORT

3. In consideration of the payments to be made by BAPCO to CONTRACTOR, CONTRACTOR hereby covenants to execute and complete the SERVICES in conformity in all respects with the provisions of the CONTRACT.
4. In consideration of the execution and satisfactory completion of the SERVICES by CONTRACTOR, BAPCO hereby covenants to pay CONTRACTOR the CONTRACT PRICE at the times and in the manner prescribed by the CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be executed in their respective names and by their duly authorized representatives as of the Effective Date.

For and on behalf of

For and on behalf of

**BASHAYER PIPELINE COMPANY  
(BAPCO) FZCO LTD**

\_\_\_\_\_  
Name: Mustafa Zarroug

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Designation: Procurement Manager, BAPCO

\_\_\_\_\_  
Designation:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Designation:

\_\_\_\_\_  
Designation:

# **GENERAL TERMS & CONDITIONS OF CONTRACT**

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## GENERAL TERMS AND CONDITIONS

### **Article 1 - THE SERVICES**

- 1.1 CONTRACTOR agrees to carry out the SERVICES as set out and described in EXHIBIT I upon the terms and conditions hereinafter set forth.  
CONTRACTOR shall perform the SERVICES and carry out all the obligations under this CONTRACT with all due care, skill, efficiency and diligence in accordance with the highest standards recognized in the profession. In performing the SERVICES, CONTRACTOR shall act as the faithful adviser of BAPCO. Any approval by BAPCO of any reports, plans, or any other documents or recommendations made by the CONTRACTOR shall not absolve the CONTRACTOR of any of his obligations under this provision.
- 1.2 Subject to the termination provision under the CONTRACT, this CONTRACT shall commence from the effective date and shall be valid for a primary period as stated in the PARTICULAR TERMS AND CONDITIONS. BAPCO shall have the right to extend the duration of this CONTRACT for an additional period as stated in the PARTICULAR TERMS AND CONDITIONS under the same terms and conditions by giving CONTRACTOR at least one month written notice prior to expiry of the primary period.

### **Article 2 - DELIVERABLE(S)**

Deliverable(s) are as defined in the EXHIBIT I.

### **Article 3 - PRICE**

In consideration of CONTRACTOR carrying out the SERVICES, BAPCO shall pay CONTRACTOR as per Price Schedule in EXHIBIT II.

### **Article 4 - METHOD OF PAYMENT**

- 4.1 The sum stipulated in ARTICLE 3 hereof shall be paid by BAPCO according to payment schedule in EXHIBIT II.
- 4.2 BAPCO may, at its option, pay the above-mentioned amounts in United States Dollars or in another convertible currency. Where CONTRACTOR is a Sudanese CONTRACTOR, BAPCO shall make payment to CONTRACTOR in the official currency of the Republic of Sudan unless CONTRACTOR has provided BAPCO with evidence acceptable to BAPCO that it has satisfied the legal requirements in the Republic of Sudan to be paid in foreign currency. The rate of exchange to be applied by the payer's bank when converting United States Dollars to a different currency of payment shall be the exchange rate available for the transaction at or about (7) a.m. GMT on the day that funds are wired by Payer's bank to the party receiving the payment and if such day is not a banking day for the payer's bank, on the following banking day for the payer's bank. BAPCO shall not be liable and responsible for any foreign exchange gain or loss incurred by the CONTRACTOR. Such gain or loss shall be at CONTRACTOR's account.
- 4.3 Payment of undisputed invoice items shall be remitted within thirty (30) days after receipt thereof by BAPCO's Finance and Accounts Department. If the thirtieth day falls on a Friday, Saturday or an official public holiday in the Republic of the Sudan, the next working day shall be deemed to be the due date for payments. Payments made by BAPCO shall not preclude the right of BAPCO to thereafter dispute any of the items invoiced.

### **Article 5- PERFORMANCE GUARANTEES / BANK GUARANTEE**

5.1 CONTRACTOR shall within thirty (15) days of the execution of this CONTRACT furnish BAPCO with Performance Bank Guarantee in the format set out in EXHIBIT ...by way of guarantee for the due performance of CONTRACTOR's obligations under the CONTRACT. The Performance Bank Guarantee is to be maintained in full force and effect until the date of Final report, and its value shall be ten percent (10%) of the estimated total CONTRACT Price. This Performance Bank Guarantee shall be binding on the guarantor notwithstanding such variation, alterations or extensions of time as

may be made, given, conceded or agreed under this CONTRACT. The expenses of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.

5.2 CONTRACTOR upon issuing of the final report for the whole of the work without any outstanding issues may have the option to furnish BAPCO with another Performance Bank Guarantee of a value of five percent (5%) of the of the estimated total CONTRACT Price in exchange of the valid Performance Bank Guarantee. This five percent (5%) guarantee will be released to the CONTRACOR upon issuing of Final report.

#### **Article 6 - TAXES**

- 6.1 CONTRACTOR shall be responsible for, and shall pay at its own expenses when due and payable all taxes related to the SERVICES.
- 6.2 BAPCO shall have the right to withhold taxes on capital profits tax, individual income tax, business profits tax, royalty, and other taxes from payment due to CONTRACTOR under this CONTRACT to the extent that such withholdings may be required by the Government of Sudan or any relevant authorities thereof, or by the government of any other country; and payment by BAPCO to the respective governmental office of the amount of money so withheld shall relieve BAPCO from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 6.3 BAPCO will provide CONTRACTOR with statement of any amounts withheld on behalf of the CONTRACTOR including any original receipts received for payment on behalf of the CONTRACTOR.

#### **Article 7 - AMENDMENTS AND WAIVERS**

All amendments to this CONTRACT shall be valid or binding only if they are in writing and executed by all of the Parties. Any waiver of any breach of any provision of this CONTRACT shall be effective or binding only if it is in writing and signed by the Party giving the waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

#### **Article 8 – ASSIGNMENT**

No right or obligation related to this CONTRACT shall be assigned by either Party without the prior written permission of the other. CONTRACTOR shall not subcontract any work to be performed, except as specifically set forth in this CONTRACT.

#### **Article 9 - DOCUMENT / EQUIPMENT**

9.1 Ownership of Documents: All plans, reports and other documents prepared by the CONTRACTOR in performing the SERVICES shall become and remain the property of BAPCO and while in the custody of the CONTRACTOR shall be fully available to the BAPCO. CONTRACTOR shall, not later than the date of completion of the SERVICES or the premature termination thereof, deliver all such documents to BAPCO together with a detailed inventory thereof. CONTRACTOR may retain copies of such documents but shall not use them for purposes unrelated to this CONTRACT without the prior written consent of BAPCO.

9.2 Ownership of Equipment: Equipment and materials furnished to the CONTRACTOR by BAPCO or purchased out of funds wholly provided or reimbursed by BAPCO shall be the property of BAPCO and shall be so marked. Upon completion or termination of the CONTRACT, CONTRACTOR shall furnish to BAPCO an inventory of the said equipment and remaining materials and shall return to BAPCO or dispose of same as directed by BAPCO.

9.3 Any equipment or materials purchased by CONTRACTOR as part of the SERVICES shall be the property of the BAPCO unless otherwise specified in this CONTRACT.

#### **Article10 – CONFIDENTIALITY**

10.1 BAPCO and CONTRACTOR may disclose confidential information to each other to facilitate the work under this CONTRACT. The Parties will disclose confidential information to an individual who requires to know the information for the purpose of the SERVICES and to someone to whom the law requires making the disclosure.

10.2 Both Parties agree to keep confidential all confidential information disclosed by the Parties, and shall maintain such information secret and confidential, using the same degree of care it

would use in the protection of its own secret and proprietary information. Unless otherwise agreed in writing, the terms and conditions of this CONTRACT are confidential.

10.3 Confidential information shall not include:

- (a) information generally available to the public from another source;
- (b) information which is lawfully acquired from a source which is not a party to this CONTRACT including, without limitation, information supplied to the Parties by other entities requesting products, service and/or technology from the parties similar to those to be provided by the Parties to each other;
- (c) information lawfully in the possession of the Parties before being disclosed to it by the other Party;
- (d) information that becomes known to the Parties from a third party when the respective Party had no reason to suspect a breach of a third party's obligation;
- (e) proprietary information owned by the CONTRACTOR, which is being disclosed by the CONTRACTOR to any third party on a non-confidential basis or proprietary information found by the BAPCO and provided to the CONTRACTOR hereunder which is disclosed by BAPCO, with the permission of the CONTRACTOR to any third party on a non-confidential basis;
- (f) proprietary information owned by BAPCO, which is being disclosed by BAPCO to any third party on a non-confidential basis or proprietary information found by the CONTRACTOR and provided to BAPCO hereunder which is disclosed by the CONTRACTOR, with the permission of BAPCO to any third party on a non-confidential basis.
- (g) Information that is required to be disclosed to comply with any applicable act, law, rule, or regulation, or with a court or administrative order; in the event that disclosure is required, the Parties hereby agree to notify each other of the requirement.

**Article 11 – PUBLICITY**

BAPCO will not use the name of CONTRACTOR, nor the name of any member of CONTRACTOR's staff, in any publicity without the prior written approval of an authorized representative of CONTRACTOR. CONTRACTOR will not use the name of BAPCO nor the name of any employee of BAPCO, in any publicity without the prior written approval of BAPCO.

**Article 12 - OWNERSHIP AND COMMERCIAL EXPLOITATION OF INTELLECTUAL PROPERTY**

12.1 Intellectual Property may include: technical information, know-how, copyrights, models, samples, patterns, drawings, specifications, prototypes, inventions, production processes, plans, engineering data, demonstrations, trade secrets, cost data, any ideas or other information which may or may not be patentable or constitute the basis of patentable inventions, etc.

12.2 The deliverable(s) specified in ARTICLE 2 and any other intellectual property described above shall be owned by BAPCO, including assignment of any rights to inventions.

**Article 13- INDEMNIFICATION**

CONTRACTOR shall indemnify, reimburse and hold harmless BAPCO, its officers, directors, agents, invitees, and employees from and against all claims, demands, loss, damages, liabilities or costs (including legal fees and court costs), and expenses by reason of or on account of property damage, death, personal injury breach of law, of whatever nature or kind, whether it be directly or indirectly arising out of or as a result of or in connection with the performance of the CONTRACT with respect to the use of CONTRACTOR property or personnel or persons participating in the project under contract with the CONTRACTOR.

**Article 14 – LIABILITY OF CONTRACTOR**

CONTRACTOR shall be liable to BAPCO for any breach of the obligations of CONTRACTOR under this CONTRACT. CONTRACTOR's liability to compensate BAPCO in respect of any damage or loss shall be limited to the total amount of CONTRACTOR's remuneration under this CONTRACT, provided that the liability of the CONTRACTOR shall not be subject to such limit in the event of damage or loss suffered by BAPCO as a result of gross negligence or willful default in the performance of CONTRACTOR's obligations by the CONTRACTOR or CONTRACTOR's personnel.

**Article 15 - TERMINATION**

15.1 This CONTRACT shall terminate upon the occurrence of any one of the following events:

- (a) thirty (30) days written notice to the other Party;
- (b) upon the bankruptcy, receivership or dissolution of BAPCO or CONTRACTOR.

15.2 Upon termination of this CONTRACT, each Party shall return to the other all material and property of the other held by it. A notice given by a Party terminating its obligations under this CONTRACT is effective only thirty (30) days from the date on which that notice is received and shall not release, discharge or otherwise affect the obligation of that Party with respect to any service or good that was required prior to the time when that notice takes effect.

**Article 16 – NONPERFORMANCE**

If CONTRACTOR or BAPCO breaches or defaults under any term or conditions hereof, including if CONTRACTOR or BAPCO fails to perform in accordance with any of the requirements of the CONTRACT or to make progress so as to endanger performance, either Party, may upon thirty (30) days notice, if the other Party within thirty (30) days has not cured the breach or default, terminate this CONTRACT. Termination under this CONTRACT, for whatever reason, shall not prejudice or affect the accrued rights or claims of either party to this CONTRACT against the other.

**Article 17 - NOTICES**

Notices under this CONTRACT shall be sent by registered mail, return receipt requested, or delivered by hand, return receipt requested, to the address of the Parties as stated in PARTICULAR TERMS AND CONDITIONS, unless changed by written notice.

**Article 18 - FORCE MAJEURE**

A delay in or failure of performance of either Party hereto shall not constitute default under this CONTRACT nor give rise to any claim for damages if and to the extent such delay or failure is caused by force majeure which shall mean fire, flood, earthquake, tornado, hurricane, strike, including labour trouble or other disturbance with a duration of more than seven (7) calendar days, war (declared or undeclared), embargoes, blockades, legal restrictions, riots, insurrections, or any justifiable cause beyond the control of the Parties.

**Article 19 – RECORDS**

CONTRACTOR shall maintain adequate financial records in accordance with generally accepted accounting principles. CONTRACTOR shall maintain adequate records with regards to all other aspects of the CONTRACT. CONTRACTOR shall preserve and make available all records related to this CONTRACT for examination by BAPCO and any other Party legally entitled to inspect and/or examine them during the period of performance of this CONTRACT and thereafter for a period of two (2) years.

**Article 20 – WARRANTIES**

20.1 CONTRACTOR warrants that the SERVICES provided hereunder shall:

- (a) conform to all specifications, drawings, descriptions, or samples furnished; and
- (b) be suitable for the intended purposes as communicated to the CONTRACTOR by BAPCO.

20.2 It being understood that such warranties shall not apply once the deliverables have been accepted by BAPCO as provided in ARTICLE 2. CONTRACTOR further warrant that the deliverables will be free from any actual or claimed patent, copyright or trademark infringement. These warranties are in addition to and not in substitution for any warranties implied by law.

**Article 21- REPRESENTATIONS**

CONTRACTOR and BAPCO state that to the best of their knowledge, information, and belief:

- (a) all information provided to the other related to its qualifications and the qualifications of its personnel are accurate; and
- (b) CONTRACTOR and BAPCO are not subject to any contractual limitations on their ability to perform SERVICES under this CONTRACT.

**Article 22 – ARBITRATION**

22.1 CONTRACTOR and BAPCO agree that if any dispute or controversy shall occur between them hereto relating to the interpretation or implementation of any agreement, such dispute shall firstly be



resolved through direct negotiation. Failing to reach an agreement through negotiations the dispute shall be resolved by arbitration according to the rules prescribed by the Sudanese Arbitration Act 2016 as may be in effect from time to time before three (3) arbitrators.

22.2 The arbitrations shall be conducted in the English language in Khartoum, Sudan.

22.2 The decision arrived at by the arbitrators shall be final and binding. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

**Article 23 - EXTENDED MEANINGS**

Words importing the singular number include the plural, and vice versa, and words importing gender include all genders.

**Article 24 – SEVERABILITY**

In the event that any provision of this CONTRACT shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this CONTRACT.

**Article 25- TIME OF ESSENCE**

Time shall be of the essence of this CONTRACT and every part thereof.

**Article 26 – HEADINGS**

The headings used in this CONTRACT are for convenience only and are not to be considered a part of this CONTRACT and do not in any way limit or amplify the terms and provisions of this CONTRACT.

**Article 27 - GOVERNING LAW**

This CONTRACT is subject to and shall be construed in accordance with the laws of the Sudan.

**Article 28 - ENTIRE AGREEMENT**

28.1 This CONTRACT and the documents referred to herein constitute the entire agreement between the Parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the Parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set for in this agreement or in the documents and instruments to be delivered on or before the execution to this CONTRACT.

28.2 This CONTRACT is non-exclusive and BAPCO reserves the right to engage other contractors to perform similar or identical work.

**Article 29 - RELATIONSHIP BETWEEN THE PARTIES**

Nothing stated herein shall be construed as establishing a relation of master and servant or principal and agent between the Parties.

## PARTICULAR TERMS AND CONDITIONS

- CONTRACT DURATION

The SERVICE ORDER shall commence from the Effective Date of signing the contract for a period of **One Year**.

- Reference General Terms and Conditions Article 5 PERFORMANCE GUARANTEES / BANK GUARANTEE:

**Performance Guarantee**

**Required**

- NOTICES

**Notices** under this CONTRACT shall be sent to:

**BAPCO**

**Bashayer Pipeline Company (BAPCO) FZCO Limited**

Khartoum - Almugran District - Petrodar Tower,

P.O. Box 11778, Republic of Sudan

Fax: 00249-83-790530

**Att:** ICT Manager

**CONTRACTOR:**

**Address**

## EXHIBITS

I	SCOPE OF SERVICES
II	CONTRACT PRICE SCHEDULE
III	ADMINSITRATION PROCEDURE
IV	HEALTH, SAFETY AND ENVIRONMENTAL
V	PERFORMANCE BANK GUARANTEE
VI	CONTRACT EXPENSES REPORT

**EXHIBIT I**  
**SCOPE OF SERVICES**

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**Exhibit I**  
**Scope of Work**

**1.0 Objective:**

To hire an Epicor ERP consultant so as provide the consultancy for the implementation of the current Epicor ERP Update project.

**2.0 General Role description:**

- An Epicor ERP consultant plays a vital role to build a successful Epicor ERP system. Epicor ERP consultant deals with the implementation process and try to solve problems that arise during implementation. An Epicor ERP consultant has to match the requirements of the Epicor ERP project undertaken by the Bidder while implementing the Epicor ERP modules.
- An Epicor ERP business consultant should be able to find out the strength and weakness of an Epicor ERP product and try to improvise the business process instead of customizing the Epicor ERP system. An Epicor ERP business consultant is required to know about the business environment flow and processes of a company including betterment of each and every business process during the implementation of an Epicor ERP solution to enhance quickness in working style with more and more profitability to the organization.
- Implementing an Epicor ERP software streamline business process and workflows but Epicor ERP consultant helps you to provide with best of industry process to maintain growth in both long-term as well as short-term. Understanding of different departments and processes or business models such as Human Resources Management, Supply Management, Finance, Inventory, Purchase, etc. is very important.
- An Epicor ERP business consultant helps you to differentiate the existing business process and able to implement the current business flow diagrams and activity diagrams. The Epicor ERP consultant helps to grasp the requirements of the customer and able to provide a solution for the problems in the business process. Epicor ERP consultants are sound with technical as well as functional point of view including familiarity with the latest business intelligence tools.

**3.0 Major task roles and duties of an Epicor ERP Business Consultant:**

**3.1 Management:**

One of the major duties of an Epicor ERP business consultant is to manage complete lifecycle of ERP implementation this starts from understanding the business processes of an organization till project management and designing of different phases of Epicor ERP implementation which includes Customizations, integration, support, understanding of forms, fields, workflows etc.

**3.2 Epicor Support:**

Support plays an important role in any Epicor ERP software development. Epicor ERP business consultant ensure that the organization implement a complete solution that meet their business needs and lead the client project throughout the development and the support phases. Even after project completion, Epicor ERP consultant helps organization for phase 2 development in case of huge Epicor ERP implementation.

**3.3 Enhance Business Processes:**

Epicor ERP consultant ensure the business processes used by organization are optimized for better growth. Consultants helps in business requirements analysis, define objectives of Epicor ERP, and



transform organization processes at optimum level. Even in Epicor ERP solution these processes and workflow are met properly.

### **3.4 Resolving Complex issues:**

Every organization consist of processes which are easy and complex, another important duty of Epicor ERP consultant is to resolve complex processes issues and data mining into the solution.

### **3.5 Preparing Test Cases:**

Sometimes business consultants are also expected to prepare test cases for testing the current Epicor ERP system. Testing may also include Unit testing, System Integration Testing, Performance Testing, User Acceptance Testing, Regression Testing, or any client specific software testing.

### **3.6 Overall consultancy:**

An Epicor ERP implementation consist of various modules for departments, purchase, accounting, finance, Human resource. An Epicor ERP business Consultant provides necessary support and over all consultancy for each and every department and even for the verticals such as Trading, manufacturing, Service and so on...

### **3.7 Training:**

Training is one of the important parts of any Epicor ERP implementation. As the end user needs to understand how to software works and which are the functionalities of Epicor ERP provides. Epicor business consultant also helps organization with training either at client side or Online. Proper documentation of Training needs to be prepared in order to make optimum use of Epicor ERP after implementation.

### **3.8 Documentation:**

Consultant helps in preparing the system design and documentation including forms, workflows, processes, fields and every other area which is suitable for the company in our ERP system. Documentation also includes the project plan and phases of Epicor ERP system. This helps business to create a proper goal of go live.

### **3.9 Enhance Knowledge:**

ERP consultant helps in update knowledge on domain field practices and related technology.

### **4.0 Reporting:**

Consultant helps in performing daily activities with respect to Epicor ERP software and provide complete activity reports on the plan, schedules, demo, go live, support phases.

Overall system evaluation report: The Consultant must prepare an overall system evaluation after the implementation and the suggestions of developing and improving its functionality, and to have clear recommendations of improvement.

## **5.0 Experience and qualifications of the consultant personnel:**

- Experience with Epicor ERP is required
- Knowledge of Epicor's enterprise applications

- Project management skills and strong technical background are required
- Ability to perform work plans, identify resource requirements, establish priorities for available resources and monitor the performance of project tasks
- Customer centric, results oriented, self-starter and able to work independently.
- Strong listening, verbal and written communication skills, including virtual presentations.
- Expertise in all applicable modules of the software
- Breadth of knowledge across industry verticals

**6.0 Additional Skills of the consultant personnel:**

- Degree - Business, MIS, IS, Education or related degree.
- 6+ years consulting, business application training or customer support experience in the software industry required
- Previous experience with Business processes including HR, Finance, Payroll, Procurement, HCM, inventory and other related processes.
- Effective teaching, excellent verbal/written communication skills and PC skills required.

**7.0 Un-priced Items Schedule (Break Down) / Time frame and proposed Level of effort:**

- 1.1 Bidders must include an un-priced consultant fees for all the proposed items together with the technical proposal.
- 1.2 The consultant payments will be on monthly basis.
- 1.3 Bidder must prepare detailed schedule and tasks work plan.

**8.0 Consultant requirements and standards:**

- 8.1 Work must be executed according to the International Standards that will assure uninterrupted and safe operation of BAPCO existing network
- 8.2 This Consultancy period is one year from the date of signature.
- 8.3 The work will be in the H.Q. offices and if needed to visit the fields of BAPCO (Warehouses or others) for information's of other required activities.
- 8.4 The consultant should deliver a monthly report about his tasks and duties achieved.

**9.0 Application Submission Requirements:**

All interested candidates will submit the following documents as part of their proposal. For similar Epicor ERP projects achieved, and to show their competency. The technical proposal should reflect how the consultant ability to complete all the tasks.

- Schedule and work plan.
- Appendices
  - a. CVs of key personals proposed for the project
  - b. Provide Bidders profile and similar projects.

**10.0 Acceptance**

The acceptance of the consultant work, will be by a report from the Epicor project manager for the tasks and milestones achieved by the consultant on monthly basis.

All should be compliant with Sudan standards and international standards

**EXHIBIT II**

**CONTRACT PRICE SCHEDULE**

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Exhibit II

Price schedule

Description of works	Monthly Rate (USD)	Total Amount (USD)
<b>PROVISION OF ERP EPICOR CONSULTANT</b>		

- The mode of payment shall be on monthly basis and BAPCO representative acceptance.
- The Payment document will be proceeded after work done and been accepted by BAPCO representative.
- The price of the above table shall include all the services as mentioned in EXHIBIT I – Scope of Work.
- The contract price constitutes the entire compensation due to the CONTRACTOR for the work, and all of CONTRACTOR's obligations and includes, but not limited to, compensation for all applicable taxes and duties. The Contract Price covers any overtime premiums and payments.



**EXHIBIT III**  
**ADMINISTRATIVE PROCEDURE**

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**F1. PROJECT ADMINISTRATION**

- 1.1 CONTRACTOR shall adhere to all procedures set forth herein throughout the CONTRACT duration unless given prior Approval for alternative procedures.
- 1.2 CONTRACTOR and BAPCO shall meet immediately after the execution of this CONTRACT, and from time to time thereafter, to establish time objectives and deadlines for the SERVICES.

**2. OTHER REPRESENTATIVE (S)**

In addition to the CONTRACTOR Representative, CONTRACTOR may wish to appoint other representatives for specific tasks. In such cases, the party shall notify the other party in writing of any such appointments and the authorities vested in such representatives.

**3. CORRESPONDENCE/COMMUNICATION PROCEDURES**

- 3.1 Unless otherwise specified all correspondences and transmittals shall be from CONTRACTOR Representative to BAPCO Representative and vice versa
- 3.2 Correspondence from CONTRACTOR to BAPCO Representative shall have the following standard heading format as detailed:

DATE :  
FROM :  
TO :  
FAX NO :  
ATTN :  
COPY :  
REF NO. :  
CONTRACT TITLE :  
SUBJECT : \_\_\_\_\_

- 3.3 Correspondence from BAPCO to CONTRACTOR uses the same format and shall reference CONTRACT NO: BAPCO/ -

**4. CHANGE ORDER MECHANISM**

- 4.1 BAPCO may request the CONTRACTOR to provide a "Change Order Proposal" for BAPCO's review and approval by submitting such request using the "Change Order".
- 4.2 CONTRACTOR shall respond to any "Change Order Request" within a period of seven (7) days unless otherwise stipulated therein.
- 4.3 When responding to a "Change Order Request" or when CONTRACTOR wishes to request a change to the SERVICES, CONTRACTOR shall prepare and submit to BAPCO a Change Order Proposal in the form set out in Attachment B to this exhibit including the estimated reasonable additional costs, any scheduling impact, proposed payment/pricing method, milestone payment and SERVICES schedules, quotations, drawings, etc. as appropriate.
- 4.4 BAPCO shall not reimburse CONTRACTOR for the preparation of a Change Order Proposal

- 4.5 BAPCO shall not be obligated to agree to any Change Order Proposal.
- 4.6 When a Change Order is to be issued pursuant to the terms of this CONTRACT, BAPCO shall issue such Change Order in the form set out in the attachment to this exhibit.
- 4.7 In cases of extreme urgency where CONTRACTOR is unable to submit a firm cost proposal without further research, BAPCO may give written authorization for CONTRACTOR to proceed with a change to the SERVICES on the basis of a cost estimate and that cost estimate shall be the limit of CONTRACTOR's authority to proceed until CONTRACTOR is able to submit a further cost estimate for BAPCO's further approval. CONTRACTOR shall submit firm costs for BAPCO approval as soon as practical.
- 4.8 Change Order Request, Change Order Proposal and Change Order shall be numbered in the format shown in the Attachments to this exhibit. Change Order Request, Change Order Proposal and Change Order related to any one matter shall all be assigned the same number.
- 4.9 CONTRACTOR shall maintain a register of Change Order Request, Change Order Proposals and Change Order that shall include the following in tabular form:
- 4.9.1 Number and issue date
  - 4.9.2 Brief description of the relevant change
  - 4.9.3 Date received or submitted
  - 4.9.4 Date approved or rejected by BAPCO
  - 4.9.5 Effect on CONTRACT Price and Rates
  - 4.9.6 Relevant remarks

CONTRACTOR shall keep this register current and issue a copy of it regularly to BAPCO Representative.

- 4.10 CONTRACTOR shall track and follow-up on all Change Order Proposals, Change Order Request and Change Order.

## 5. REPORTING

CONTRACTOR shall keep BAPCO fully informed on all aspects of the CONTRACT that affect the SERVICES.

## 6. WORKING LIAISON

A meeting shall be held immediately following CONTRACT award to establish a mutually agreeable system of communications and routine procedure consistent with this CONTRACT

--- END OF EXHIBIT ---

**EXHIBIT IV**  
**HEALTH, SAFETY AND ENVIRONMENTAL**

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## **HEALTH, SAFETY AND ENVIRONMENTAL (HSE) REGULATION**

### **1. Introduction**

- 1.1 CONTRACTOR shall be responsible for the health and safety of its employees, agents and invitees at the Worksite. CONTRACTOR shall bear the sole responsibility for maintaining in a neat, clean and safe state, the Worksite and all CONTRACTOR's machinery, equipment, facilities, supplies and operations thereon, and all other things in any way associated with or utilized in the SERVICES. At the commencement of the SERVICES and as often thereafter as may be necessary CONTRACTOR shall inspect its SERVICES' area to discover any defects, potential sources of injury or dangerous conditions and operations. CONTRACTOR shall then warn its employees, agents and invitees and BAPCO's Representative of the existence of such operations, dangers, defects or conditions and exercise reasonable diligence to correct the same.
- 1.2 CONTRACTOR shall stress the importance of safety and give a high priority to CONTRACTOR and BAPCO safety programs. CONTRACTOR shall instruct its personnel in safety rules and regulations and insist upon adherence thereto. Violation of safety rules will be cause for removal of any employee.
- 1.3 Before commencement of the SERVICES, CONTRACTOR shall establish and provide written CONTRACTOR policy on HSE which shall be of a high standard which has been signed and dated and is actively supported and endorsed by CONTRACTOR management. The policy shall be written in English. CONTRACTOR shall also provide a description of CONTRACTOR safety organization and its responsibilities.

### **2. Policy on Health, Safety and Environment**

- 2.1 General Policy Statement and Objectives shall outline the following; CONTRACTOR shall conduct its operations in such a manner as to:
  - 2.1.1 Provide a safe working environment.
  - 2.1.2 Ensure the health and safety of CONTRACTOR's crew and personnel working within the CONTRACTOR directed areas of operation.
  - 2.1.3 Protect the public from injury or ill health and prevent loss or damage to properties resulting from its activities.
  - 2.1.4 Ensure and safeguard the conservation of the environment.
- 2.2 CONTRACTOR shall demonstrate their strong commitment to HSE matters in the HSE Policy, which is of a standard comparable to BAPCO's HSE Policy. The policy shall be signed, actively supported, and endorsed by CONTRACTOR's management. It shall be evident that the policy is widely disseminated and understood among CONTRACTOR's employees and any other organization undertaken the scope for the execution of the SERVICES. The policy shall be basis to the framework for the implementation of CONTRACTOR's HSE management.

3. In addition to all specific HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expense the following main HSE requirements, as outlined below:

- 3.1 As part of the bid submission, CONTRACTOR shall be responsible for identifying all the HSE hazards associated with the SERVICES. Additionally, CONTRACTOR shall demonstrate to BAPCO that, in addition to having a technical ability in carrying out the SERVICES, they have a demonstrated capability in managing the HSE risk attributed to the SERVICES.
  - 3.2 On award of the CONTRACT but prior to mobilization and commencement of SERVICES, CONTRACTOR shall present for BAPCO approval, the following:
    - 3.2.1 HSE Management System Interface Document, stipulating amongst others, the arrangement for HSE management between BAPCO and CONTRACTOR during the duration of the CONTRACT;
    - 3.2.2 Project HSE Plan or safety program throughout the project durations
    - 3.2.3 Written Work Procedures/Instructions for all HSE-critical activities and tasks associated with the SERVICES.
- 3.3 The written Work Procedures/Instruction shall, in addition to explicitly describing how the activities and tasks are to be carried out, incorporates all required HSE control and recovery measures that are necessary to avert any incidents that may arise from the execution of the HSE-critical activities and tasks.
- 3.4 During mobilization, CONTRACTOR shall communicate, at its sole expense, all salient requirements of the HSEMS Interface Document and Project HSE Plan to the CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the SERVICES.
- 3.5 During commencement of SERVICES, the CONTRACTOR shall ensure that;
  - 3.5.1 Sufficient safety signs and posters are placed at many strategic places to educate and alert its employees, agents and invitees and comply with the same requirement. The safety signs shall be printed in languages understood by personnel at Worksite such as Arabic, Chinese and English where applicable.
  - 3.5.2 Implementation of CONTRACTOR HSE Plan.
  - 3.5.3 Ensure good housekeeping at all the SERVICES areas.
- 3.6 For the purpose of developing the written Work Procedures/Instruction for all HSE-critical activities and tasks, and specifically for the purpose of identifying all foreseeable HSE control and recovery measures, a comprehensive HSE risk assessment shall be carried out.
4. CONTRACTOR shall comply with all applicable HSE related laws and regulations of Sudan and shall take all the necessary precaution related to or arising out of the performance of the CONTRACT in order to protect the SERVICES, the personnel and property of BAPCO, the CONTRACTOR and its employees, agents and invitees. CONTRACTOR shall warrant that they are familiar with the contents and implication of such applicable HSE laws and regulations of Sudan and comply with accordingly.
5. In addition to all specific legal requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, environmental protection, fire protection and security regulations as set forth by BAPCO in its safety manuals, policies and special instructions.
6. CONTRACTOR shall observe and comply with BAPCO Alcohol and Drug Policy but not limited to as follows;
  - 6.1 CONTRACTOR personnel neither shall nor perform any SERVICES for BAPCO while under the influence of alcohol or any controlled substance. CONTRACTOR personnel shall not misuse legitimate drugs; possess or use, distribute or sell illicit or un-prescribed controlled substances or drug in BAPCO business or premises.

- 6.2 While on premises owned or controlled by BAPCO, BAPCO reserves the right to conduct searches for the possession of drugs and/or alcohol on the person, in vehicles, and in other property of CONTRACTOR and its personnel, invitee or agents. Any person who refuses to cooperate with any such search shall be removed from the premises and not permitted to return.
- 6.3 CONTRACTOR shall require its personnel to submit to medical evaluation or alcohol or drug testing where cause exists to suspect alcohol or drug use. CONTRACTOR shall immediately remove from BAPCO's premises any of its personnel, invitee or agents who either refuse to participate in medical evaluation or alcohol or drug test, or who test positive for alcohol or another controlled substance.
- 6.4 CONTRACTOR shall maintain strict discipline and good order among its personnel, and shall not permit any of them to engage in activities which BAPCO deems contrary or detrimental to BAPCO interests. If BAPCO should request that any personnel of CONTRACTOR or of Subcontractors be removed from BAPCO property of Worksite pursuant to this CONTRACT for any reason, CONTRACTOR shall accede to such request and shall provide acceptable replacement at no cost to BAPCO.
- 6.5 In the event CONTRACTOR is unable to comply with these obligations, BAPCO shall have the right to terminate this CONTRACT.
7. In executing the CONTRACT, CONTRACTOR shall take good care of its employee, invitees or agents of their medical welfare and ensure the followings requirements are adhere to;
- 7.1 CONTRACTOR shall ensure that all its personnel assigned for the performance of the SERVICES are medically fit and healthy. Any medical disabilities including such disabilities which CONTRACTOR may consider will not adversely influence the person's ability to perform his role in the SERVICES should be reported to BAPCO prior to the start on the SERVICES. CONTRACTOR, if requested by BAPCO shall provide medical certificates for CONTRACTOR and its Subcontractor personnel.
- 7.2 CONTRACTOR shall subject its key personnel and its Subcontractor personnel to regular medical examination at CONTRACTOR's cost. Records of such examination shall be made available to BAPCO on request.
- 7.3 Subject to the other terms of this CONTRACT, CONTRACTOR shall at no cost to BAPCO be responsible for the medical welfare of its own personnel and shall take care of arrangements for medical attendance treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.
- 7.4 Adequate number of First Aid and survival equipment including resuscitation units are to be placed at strategic points, be inspected regularly and prescription drugs are to be certified by pharmacist and kept under lock and stocks replenished. Drugs can only be administered with the consent of the competent or authorized person.
- 7.5 CONTRACTOR shall ensure that public health standards are applied and observed at all BAPCO premises and locations which shall include but not limited to personal hygiene practices especially for proper food handling in catering, tidiness and cleanliness of work places and accommodation.
8. Notwithstanding the above to all HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expenses the BAPCO Driving Safety Policy requirements throughout its duration of the CONTRACT in conjunction with BAPCO Driving Safety Procedures. CONTRACTOR shall ensure the followings requirements are adhered to;
- 8.1 CONTRACTOR shall ensure that its employee, invitee or agent who is driving the land transport vehicle while working in Block 3 & 7 BAPCO operations shall have attended Defensive Driving Course (DDC) and possess the validity of such course throughout the commencement of the SERVICES.
- 8.2 CONTRACTOR, prior to mobilization and commencement of the SERVICES shall submit a complete details of the drivers, authorized driving personnel and total number of vehicles to be part of the SERVICES to BAPCO HSE Department. Such details shall include the name of driver or authorized driving personnel, driver's age, status of driving license and Defensive Driving Course, vehicle model and registration numbers. While the list of such details may not be exhaustive at the time of submission as there will be additional numbers expected in the future, CONTRACTOR shall update the record with BAPCO HSE Department from time to time.



- 8.3 A driver without possesses valid Defensive Driving Course will be stopped from continuing his driving until such compliance is adhered to.
  - 8.4 The CONTRACTOR, at any circumstances upon the request from BAPCO to nominate its employees or agents to join "Defensive Driving Course" training organized by BAPCO for the purpose of the abovesaid compliance shall put the effort to fullfill the request and all the relevant training charges shall be borne by the CONTRACTOR in accordance with the current BAPCO accounting practices.
  - 8.5 CONTRACTOR at its sole expenses also, must ensure each of its vehicles that are operating in BAPCO's operations for the purpose of the commencement of the SERVICES shall be fitted and installed with a Speed Limiter device. The device shall be regulated with accordance to permissible speed that differ between heavy vehicles and light vehicles. Speed Limiter shall be of approved type recommended by BAPCO HSE Department.
  - 8.6 Any vehicle found to be not in compliance with Speed Limiter requirement will be removed from BAPCO's operations until full compliance adhered.
  - 8.7 BAPCO's representative shall have the right to inspect the details of CONTRACTOR's driving personnel to comply to the above herein and/or remove the CONTRACTOR's driver, its invitees or agents including the vehicles from BAPCO's operations found not in compliance with these regulations and stern penalty will be strictly exercised to the CONTRACTOR employees, invitees or agents respectively in congruence with BAPCO Driving Safety Procedure.
  - 8.8 CONTRACTOR shall demonstrate its efforts and commitments and comply to BAPCO's Driving Safety including the installation of Speed Limiter and Defensive Driving Course. CONTRACTOR is therefore encourage to add-in relevant projected costs deduced to comply to these regulations in the their bid for the CONTRACT.
9. BAPCO's representative shall have the right, but not the obligation, to prohibit the commencement of the SERVICES or to stop any part of the SERVICES in progress if the equipment, personnel, or SERVICES conditions are considered to be unsafe or not in compliance with BAPCO's rules and regulations.
  10. On completion of the SERVICES, CONTRACTOR shall deliver to BAPCO satisfaction the HSE CLOSE-OUT REPORT in a format and meeting such technical content as specified by BAPCO.

**- - - END OF EXHIBIT - - -**

**EXHIBIT V**  
**PERFORMANCE BANK GUARANTEE**

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**PERFORMANCE BANK GUARANTEE FORMAT**

To: **Bashayer Pipeline Company (BAPCO)**, a company incorporated under the law of Dubai, United Arab Emirates and having a registered office at Khartoum - Almugran District - Petrodar Tower, P.O. Box 11778, Tel: 00249-83-790501/ Fax: 00249-83-790550/ in Khartoum, Sudan (hereinafter referred to as "BAPCO")

1. Pursuant to a contract for \_\_\_\_\_, Contract No. \_\_\_\_\_ (hereinafter referred to as the "CONTRACT") effective from \_\_\_\_\_ between BAPCO and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), the CONTRACTOR agreed to perform certain SERVICES in accordance with the CONTRACT.
  
2. In response to the request made by CONTRACTOR, we (*Name of Banker :*)

\_\_\_\_\_

(hereinafter called the "Guarantor") hereby irrevocably and unconditionally guarantee the sum of U. S. Dollars \_\_\_\_\_ in favour of BAPCO, that being the amount of financial guarantee required for the CONTRACT. The sum shall, at the option of BAPCO, be drawable in U.S.Dollars or any convertible currency(ies) and shall become payable by us immediately on first demand by BAPCO without proof or conditions and notwithstanding any contestation or protest by the CONTRACTOR or any other third party. The rate of exchange to be applied by the Guarantor when converting U.S. Dollars to a different currency of payment shall be the best exchange rate available for the transaction at or about seven (7) a.m. GMT on the day that funds are wired by Guarantor to BAPCO and if such day is not a banking day for the Guarantor on the following day for the Guarantor. Any foreign exchange gain or loss incurred as a result of currency conversion from US Dollars shall be at BAPCO's account. BAPCO may demand all or part of the guaranteed amount. Any part of the guaranteed amount which is undrawn may be drawn by BAPCO in a subsequent demand or demands.

3. The Guarantor shall not be discharged or released from this guarantee by any agreement made between the CONTRACTOR and BAPCO with or without the consent of the Guarantor unless such agreement expressly and explicitly provides for such release. Additionally, the Guarantor shall not be discharged or released from this guarantee by any alteration in the obligations undertaken by the CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of BAPCO or the CONTRACTOR.
  
4. This guarantee is a continuing security and accordingly shall remain valid until six (6) months after the end of the duration of the CONTRACT and any extension thereto.
  
5. The Guarantor agrees that this guarantee is given regardless of whether or not the sum outstanding is occasioned by loss, damages, costs, expenses or otherwise incurred by BAPCO and whether or not the sum outstanding is recoverable by legal action or arbitration.

IN WITNESS whereof this guarantee has been duly executed by Guarantor the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

For and on behalf of \_\_\_\_\_

Name:  
Designation:

Banker's Seal:  
Address:

- - - END OF EXHIBIT - - -

**EXHIBIT VI**  
**CONTRACT EXPENSES REPORT**

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**EXHIBIT  
CONTRACT EXPENSE REPORT**

**Scope**

This procedure covers the mandatory use of a Contract Expenses Report (CER) to be attached to each Contract/Price Agreement/Service Orders that requires progressive payment. The CER will include cumulative listings, and total of all invoices submitted against Contract/Price Agreement/Service Orders. BAPCO Contract/Price Agreement/Service Orders will include the requirement for this form i.e. CER to be submitted by the Contractor with each invoice. ARP (Finance) will maintain a file for each such Contract/Price Agreement/Service Orders so as to validate each billing.

**Purpose**

- To ensure that all disbursements are covered by a valid, current Contract/Price Agreement/Service Orders prior to any work being performed.
- To better control amounts and time spent on each Contract/Price Agreement/Service Orders by monitoring total cumulative spending and thus avoid over runs over of Contract/Price Agreement/Service Orders approved value.
- To ensure the proper level of approvals for, not only the individual invoices, but for the total amount of the Contract/Price Agreement/Service Orders.
- To enable better control of small amounts but, perhaps, significant Contractor volumes.
- To pay Contractors on a more timely basis through streamlining of the approval of such invoices.
- To provide comfort to the signing officers that the disbursement is properly within the time and amounts authorized in advance.
- To provide ample time for contract holder/user departments to prepare for Change Orders, contract amendments, exercise extensions options or even prepare a new Contract/Price Agreement/Service Orders if needed.

**Responsible**

The Procurement department is responsible for ensuring that a valid Contract/Price Agreement/Service Orders exists or is created, which clearly includes the requirement for the Contractor to submit a CER with each invoice.

The Contractor is responsible for submitting an updated, current CER with each invoice.

The User department is responsible for ensuring the Service/ Equipments/ Materials & Spares Parts are received as per the Contract. Also the User department is responsible for requesting Contract Extensions, Change Orders, Contract Amendments or exercise extension option when contract duration (period) or contract value runs out.

ARP will ensure the attachment of the CER with each invoice, and the accuracy of that CER. ARP will notify User Dept & Procurement when the total amount spent reaches a pre-determined portion (70%) of the total Contract/Price Agreement/Service Orders Service Value or 3-6 months before the expiry dates Contract/Price Agreement/Service Orders whichever is earlier to ensure all expenditures are committed with valid Contract/Price Agreement/Service Orders.

Responsible		Task
Procurement	1	Execute Contract/Price Agreement/Service Orders as per Procurement procedures, but now includes the requirement for the Contractor to submit a CER with each invoice. Provides soft and hard copy to Contractor.
Contractor	2	Attaches a copy of the updated, current CER with each invoice. Completes the form fully, ensuring that each invoice is included, and that a cumulative total is checked against total approved value.



**EXHIBIT  
CONTRACT EXPENSE REPORT**

Responsible		Task
Contract Holder/Contract Administrator/User Department/ Verifier	3	Verifies and ensure the goods/services received are as per the contract including back charges items (if any) to third parties. All back charges items to third parties (if any) to be clearly marked/identified in the CER. Also verifies and approves the invoice, as per Invoice Processing Procedure, after review of the CER. Signs as evidence of verification.
Contract Holder/Price Agreement/Service Orders Administrator	4	Responsible to monitor the status of the Contract/Price Agreement/Service Orders and to initiate Contract Extensions, Change Orders and Contract Amendments.
ARP	5	Verifies the CER against previous CER, and against the invoice to ensure there are no adding errors or omissions. Signs form as verified. Keeps a copy of the CER in Contractor file for future reference. Forwards the invoice, with CER attached, to the appropriate line dept. verifiers and approvers. Ensures appropriate notice is given to both the line department and Contract/Price Agreement/Service Orders Administrator, if the expiry date of the Service Agreement is near or if the cumulative total has reached 70% of the estimated Contract/Price Agreement/Service Orders value. To issue the appropriate debit notes to recover all back charges items (if any).
Contract Holder/User Department/Contract Administrator	6	Initiate the required action when the total amount spent reaches a pre-determined portion (70%) of the total Contract/Price Agreement/Service Orders Service Value or 3-6 months before the expiry dates Contract/Price Agreement/Service Orders whichever is earlier by either exercising the Extension option if any, prepare Change Orders and Contract Amendments or prepare TC paper for a new contract.

A sample of the CER tracking format is attached as Appendix 1 to this Exhibit . Contractor is hereby required to adhere to the format set forth in this Appendix 1 in submitting invoices. Any subsequent changes to this format will be notified by BAPCO to Contractor.

**APPENDIX 1 TO EXHIBIT IV**

**BAPCO PIPELINE COMPANY  
CONTRACT EXPENSE REPORT (CER)**

**Effective with Contract / Price Agreement / Service Orders commencement date, Contractor shall provide this fully completed reconciliation of expense tracking on the approved Contract/Price Agreement/Service Orders or when presenting an invoice for payment. One copy must accompany invoice.**

DATE OF REPORT		(MMDDYY)				
CONTRACT NO.AND TITLE						
CONTRACTOR NAME - AS ON CONTRACT						
ORIGINAL APPROVED CONTRACT VALUE (ACV)						
CHANGE ORDER NO:      and VALUE						
REVISED ACV (Total maximum ACV can be spent)						
CONTRACT PERIOD						
DURATION OF CONTRACT (from, to)						
ITEM NO.	MONTH OF WORK	INVOICE DATE	INVOICE No.	INVOICE AMOUNT	TOTAL CUMULATIVE COST (show currency clearly)	
					Amount	% of ACV/Revised ACV
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
CUMULATIVE TOTAL SPENT						
TOTAL ACV / REVISED ACV						
BALANCE AVAILABLE						
<b>REMARKS</b>			<b>User Signature:</b>		<b>Reported by:</b>	
			<b>Name:</b>			
			<b>Dept:</b>		<b>Name :</b>	
			<b>Date:</b>		<b>Title :</b>	
			<b>Verified by</b>		<b>Date :</b>	
			<b>BAPCO ARP</b>			
			<b>staff</b>			
			<b>Date:</b>			
CC: Contract / Price Agreement / Service Orders Administrator, BAPCO CC: End User dept., BAPCO CC: BAPCO ARP vendor file						

**END OF EXHIBIT ...**