IN THE NAME OF ALLAH

TERMS AND CONDITIONS OF

RENEWAL OF ONE STEP INTERNATIONAL TENDER FOR PURCHASE OF

3×35000 MTS ±5% GTSP

The Agricultural Support Services Company (hereinafter will be referred as ASSC), affiliated to the Ministry of Jihad Agriculture of the Islamic Republic of Iran, considers the purchase of 3×35000 MTS ±5% GTSP through renewal of one step international tender with the following terms and conditions:

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

Envelope "A" includes

Bid bond: The bid bond value should be € 151,000 (equal to Rials 5,486,000,000) for each lot of 35000 ±5% MTS in cash or bank guarantee.

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

1-1-Bank guarantees with three-month validity, unconditional and extendible for another three-month period issued via one of the commercial banks in Iran or other non–banking institutes who have obtained permission via CBI, to the name of ASSC. Bid bonds currency should be the same as offers currency or its equal in Iranian Rial.

1-2-Presenting receipt of depositing Iranian Rial bid bond to ASSC's account number IR 250100004001039704005791 at Central Bank of Iran, through payment order of SATNA or PAYA with the 30-character identification code of 358039782263500650000000000006 will be possible.

In case the first winner refrains from concluding the contract and /or from submitting PBG, then the relevant bid bond will be confiscated and the contract will be concluded with the second winner. In case the second winner refrains from concluding the contract, then its bid bond will be confiscated and the tender will be renewed.

Envelope "B" includes:

1. Completed form of settlement of the previous outstanding accounts as per attachment no.1 signed by ASSC's financial manager.

1. The signed and stamped protocol of agreement with the main producer (If the producer and the bidder are different).

The main producer might be questioned on the authenticity of the said protocol. In case of not verifying the accuracy of the said protocol by the main producer, the submitted bid bond(s) will be confiscated. Meanwhile, the protocol date should be in the period of 14/06/2017 up to 22/07/2017.

1. One copy of the terms and conditions of this tender to be signed and stamped, page by page, by the authorized signatory.
2. The attached format of contract to be signed and stamped page by page, by the authorized signatory.

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

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

Note: The minimum number of participants in a tender is three participants (the participants who present envelopes of offers). If due to not reaching the above criteria (three participants), the tender is repeated, in the repeated tender, the minimum number of the participants (the participants who present envelopes of offers) will be one participant.

Note: According to professional and international publications, the price of GTSP differs in international market based on the country of origin /producer. Therefore, ASSC's team of experts determines the basic prices for different origins .Needless to say that these prices will be the criterion for offers assessment.

TIME TO DELIVER ENVELOPES:

The above envelopes should be delivered to the security office on Saturday July 22, 2017(during official hours). Meanwhile the meeting for the opening of offers will be on Tuesday July 25, 2017 at 2:00 PM with the presence of bidder's representative(s) in our purchasing committee office at the 9th floor, no.1, 4th alley, Gandhi St., Tehran, Iran.

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

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

Please note that according to letter no. 92/344791 on 26/11/1392 (Iranian year) of Policies and Currencies Regulations Department of CBI , establishment of L/C draft or sending bill of exchange in favor of domestic beneficiaries is forbidden , but according to CBI letter no.93/52458 dated 30/02/1393 (Iranian year), in case of offer submitted by domestic companies (Iranian companies), value payment of the delivered cargo would be effected in Rial equivalent with the exchange rate of CBI on Saturday, dated July 25,2017 , the place of delivery of the cargo should be in accordance with DDP terms in Southern Iranian ports.

GENERAL TERMS AND CONDITIONS:

1. Mode of presenting offers :

Bidders should submit their offers in the following manner:

* 1. Offers to be made in any currencies except US Dollars.
  2. Offers with shipment by vessel should be on the basis of DDP(only for Iranian suppliers), FOB and CFR Fo Iranian Southern ports (Abbas /BIK/Chabahar) preferably by Iranian vessel.

Note1: in case of shipment by non–Iranian vessel, payment of foreign flag charges (10 pct of total freight cost) should be on seller's account.

Note2: the offer must include FOB and CFR Fo prices separately.

1. VALIDITY OF OFFER

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

1. SPECIFICATION: BASED ON INSO 130 SECOND VERSION 2016.

GRANULAR TRIPLE SUPER PHOSPHTE:

Water-soluble Phosphate (as P2O5) by weight Min: 39 %

Total Phosphate (as P2O5) by weight Min: 46 %

Free Phosphoric Acid (P2O5) by weight Max: 3 %

Moisture content by weight Max: 4 %

Cadmium (Cd) Max: 25(mg/kg)

Plumbum (Pb) Max: 50(mg/kg)

Granular size between 2-4 mm by weight Min: 90%

Note: analysis method must be as per Iran National Standard no. INSO 130 Second Versions 2016.Confirmed by Soil &Water Research Institute.

1. PACKING :

In bulk or new two-layer PP/PE 50 kg. In case of packing in bags, each bag to hold 50 kgs net of a/m cargo, tare weight of each bag to be 153± 2 grams. Bags to be standard, strong enough and suitable to avoid possible damages. Dimension of the sewn up bags should be 60 × 90 CM for 50-kg bags.

Note 1: ASSC's logo should be specified on one side of each bag in English/Persian.

Note 2: the bagged cargo should be delivered along with two percent (of the total cargo) spare free empty bags.

1. QUANTITY:

110250 MTS GTSP in 3 lots of 35000 MTS ±5% for Iranian Southern ports (BIK, Abbas and Chabahar)

Note 1:ASSC reserves the right to increase or decrease the required quantity up to 25 percent with the same terms and conditions at/within contract validity.

Note2: offers for each lot of 35000±5% MTS should be only from one origin.

6- SHIPMENT PERIOD:

Shipment period of three lots of 35000 MTS ±5% is during August up to September 15, 2017.

Note: shipment period will be extended only if buyer agrees with and only for one period .

1. LOADING TERMS :

7-1-NOR to be tendered whether in berth or not / whether in port or not whether in free quarantine or not / whether customs cleared or not (WIBON / WIPON/WIFPON/WCCON).

7-2- NOR to be tendered to the relevant agent(s) in regular office hours. Saturday afternoon, Sunday (or local equivalents) and official holidays excepted.

7-3- If NOR to be tendered before noon (including 12:00 hrs local time) lay time to count from 17:00 hrs, if NOR to be tendered after noon lay time to count at 8:00 hrs of the next working day. Time from noon Saturday to 8:00 hours Monday (or local equivalents) and from 17:00 hours of the day proceeding an official holiday until 8:00 hours of the next working day excepted unless used. If used actual time used to count.

7-4-Acceptance / rejection of the vessel (vessel) within 24 hours from receipt of vessel’s nomination by the seller should be declared, otherwise vessel is deemed to be approved by the seller.

7-5- Pre notice of arrival should be declared 15/10 days approximate and 7/5/3/2/1 days definite notice of arrival.

7-6- Loading port(s) must be declared by the seller within 48 hours from receipt of vessel’s 10 days arrival notice, otherwise, any deviation to the vessel’s rotation to be on seller’s account.

7-7- Seller confirms that he is aware of the ISPS rules and regulations and confirm that he will nominate the loading ports which are in compliance with these new maritime security regulations and confirm that the nominated port’s name are in the list of International Maritimes Organization (IMO) in this regard.

7-8- vessel's hold on arrival at load port and tendering NOR to be clean swept/ washed down by fresh water and dried up so as to be ready in all respects to receive charterers' intended cargo, free of salt, rust scale and previous cargo residue to the satisfaction of the charterers' surveyor. The international surveyor selected by the buyer may apply Hose test, silver – nitrate test to check above condition and if vessel fails to pass, any hold inspection / test as above, lay time to cease from time of such failure until re-inspection / retest and pass again.

7-9- In case of loading from Morocco , all terms and conditions as per Africanphos charter party (C/P).Being aware and with full knowledge of the prevailing rules / regulations in Morocco i.e. chartering conditions on Africanphos C/P, the seller concluded the contract and the contents of the contract – except where it remains silent - prevail. Nevertheless ,in relation to above mentioned rules /regulations, the seller is fully responsible for any claims raised by any third parties.

* 1. DEMURRAGE / DISPATCH

Cargo tonnage (net) Demurrage

UPTO –14,249 M/T EURO 3,000

14,250 -18,999 M/T EURO 3,500

19,000 – 28,499 M/T EURO 4,000

28,500 – 37,999 M/T EURO 4,500

38,000 M/TS and more EURO 5,000

Note: dispatch rate is half of the demurrage on working time saved basis. Fraction of a day to be calculated on pro rata basis.

* 1. DEMURRAGE/DISPATCH SETTLEMENT:

Demurrage / dispatch at load port, if any, to be settled directly between shippers/sellers and carrier.

Note: Demurrage/dispatch at discharge port if any to be settled directly between charterer /seller & buyer and carrier within 30 days after completion of cargo discharge and presentation S.O.F and N.O.R time sheet at discharge ports sign by master – agent and all relevant parties. The exceptional cases will be only performable if to be confirmed by buyer.

7-12- DISCHARGE TERMS:

-The seller/ carrier will revert with 15/10/7 approximate and 5/3/2/1 days definite notice of arrival at discharge port.

- written notice of readiness (N.O.R) at discharging port should be given to cargo owner’s reps .in ordinary office hours on a working day (Saturday to Wednesday : 07:30 to 14:00 hours and on Thursday 07:30 to 12:00 hours THR AFT FH excluded ),always whether in port or not/ whether in berth or not/ whether in free quarantine or not / whether custom cleared or not (WIPON/WIBON/WIFPON/WCCON ).If written N.O.R is received and signed and stamped by ASSC representative before noon (12:00 included),then lay time is to commence at 17:00 hours of the same day.

- If N.O.R is received , signed and stamped by ASSC representative in the afternoon, before closing time then lay time is to commence at 08:00 hours of the following working day, provided that the vessel is properly and in all respect ready for discharging of the whole cargo, otherwise such an N.O.R is not valid .

- Discharging to be carried out on the basis of min 4 workable hatches/hooks at discharging port if less prorate basis. If any technical problem occurs on the hatches/holds cranes / grabs (if any) during discharging operation, lay time should count on pro rata basis from time of such failure, until the problem is solved and time lost will be on carrier's account. In case of time of cranes circle will be more than the announced time, time of discharge will be ceased on pro rata basis.

- Lay days to be calculated per favorable weather condition working day of 24 consecutive hours .

- Thursday afternoon, Friday and official holidays excluded, even if used.

- Thursday afternoon and Friday are defined to start at 12:00 hours on Thursday and to finish at 08:00 hours on Saturday .

- official holidays start at 17:00 hours the day before holiday(s) and finish at 08:00 hours of the first working day after holiday.

- At discharge port following time not to count as lay time:

- Time of hold inspection

- Hold cleaning if required

- Shifting from pilot station anchorage to berth

- First and last opening and closing of hatches not to count as lay time at both ends.

- Time for draft surveyor

- Time used before commencement of lay time not to count as lay time bend.

- Rate of discharging: 3000 MTS for bulk cargo, 1500 MTS for 50-Kg bagged cargo PWWD in Southern Iranian ports (basis 4 hooks/4 hatches if less on pro rata basis) THUAFTFHEX EIU.

- The original copies of N.O.R and S.O.F and other relevant docs. at discharge port must be signed and stamped by master/ship’s agent and ASSC’s representative.

- In addition to the above, carriers or shipper’s lay time calculation is necessary to be submitted to ASSC along with the above mentioned docs for buyer’s perusal.

- S.O.F must be prepared as per daily reports details and other relevant documents which to be approved by stevedores of ASSC and/or reps. of ASSC.

Note: any EWRI , CWB AND B+T (if any) and O/A premium (if any) will be on owner’s/carrier’s account.

1. PERFORMANCE BANK GUARANTEE (PBG) :

After receiving official award notice, seller must submit maximum within 10 days, an unconditional performance bank guarantee with three months validity and extendible , equal to ten percent of total value of the contract, to be issued by one of the commercial banks in Iran, or from other non-banking institutions which have obtained permission via CBI in favor of buyer. Otherwise, buyer has the right to cancel the purchase order and to confiscate the bid bond of the winner and the winner waives its right for any protests. The PBG will be returned after fulfilling all commitments stipulated in the contract and full confirmation of quality and quantity of the subjects of this tender.

9- INSPECTION OF GOODS:

9-1- Quality, quantity and analysis of the goods should be inspected by an international inspector appointed by the buyer at the loading port and at loading time, on seller’s account.

For the purpose of quality analysis, there will be a sampling of the goods at the loading port by international inspector at the presence of seller's representative(s). For doing so, and by this action four sealed and signed samples will be drawn, one will be kept by seller, one by the inspector as a record and one will be sent to a lab byinspector and the fourth sample will be sent to buyer as a record.

9-2- Quality of the goods will be analyzed in origin by a laboratory chosen by the buyer’s inspector and after confirming the exact specifications of the analysis result with standard technical specifications mentioned in our mutual contract, ASSC will issue the permission of M/V sailing towards destination. In case of existing any discrepancy between inspection report and our mutual contract, the ASSC will bear no responsibility if the vessel sails for destination without buyer's permission.

9-3- Buyer can dispatch his representative to the country of origin in order to observe and visit all phases of production, loading and transportation. Therefore, the seller must provide necessary facilities in this regard. The presence of the buyer's representative will not release the responsibility of seller and the international surveyor in accordance with mutual contract's terms and conditions.

9-4- Apart from the quantity inspection carried out at the loading port, the quantity of the cargo will be again surveyed at discharge port by an inspector assigned by the buyer as well. Furthermore, for the purpose of quality control at destination, four sealed samples will be taken by the inspector with the presence of the seller's and the buyer's representative(s), two samples will be delivered to each one of seller's and buyer's representative(s), one will be sent to Applied Research center of Agricultural Inputs and the last one will be kept by the said inspector.

9-5- If the result of such analysis in destination is objected by the seller, another sample kept by the inspector will be sent to an international lab, appointed by the seller and confirmed by the buyer and the findings of such final analysis will be final and binding for both parties. It is understood that this analysis result will be final and binding for both parties.

It is understood that, in case of any discrepancies in quality and quantity of the product with the specifications mentioned in the contract, the seller is obliged to return the product back to the origin on his own account within max within 20 days after advising the seller declaring that the cargo specifications is not acceptable. The seller must also substitute the same with standard cargo and to load the cargo, which is in line with specifications mentioned in our mutual contract latest 40 days after seller announcement showing that the first consignment is not acceptable. Otherwise, the buyer has the right to force the seller, through the legal authorities, to fully compensate all the damages.

Note:it is necessary to say that substitution of deficient cargo will be permitted only one time and as per the buyer's approval.

10- PAYMENT:

After receipt of the P.B.G., in order to cover FOB and CFR FO contract, A.S.S.C. will open an unconfirmed, irrevocable, and non- transferable L/C in seller’s favor by the CBI of the Islamic Republic of Iran as follows:

Meanwhile, for DDP contract the proper measurer will be taken as per note no.2 under article titled "time to deliver envelopes" after submitting the P.B.G by the seller.

10-1- in order that the ASSC to arrange the timetable to establish the relevant L/C, the seller must advise the buyer of the exact date of the laycan which is within the shipment period mentioned in this tender terms and conditions,30 days prior to loading operation at the latest.

10-2- The buyer will establish the L/C in two steps:

First step: 10% of the L/C value will be established 20 days before the exact date of starting loading operation.

Second step: The remaining will be completed five days before starting loading operation and the seller will be advised accordingly. In case of not to fulfilling the said procedure in due time, demurrage at the loading port will be on the buyer's account.

Note 1: when the seller advises the exact date of shipment period and starting loading operation within the due shipment period mentioned in this tender, the buyer has the option to open the L/C totally.

10-3- the value of the contract payable against presentation of the following documents.

A- Commercial invoice (mentioning also the freight rate in CFR FO and DDP Iranian Southern ports) issued by the seller in 4 copies ,the original to be legalized or certified by the local chamber of commerce & Islamic republic of Iran embassy/consulate.

B- Freight invoice issued by the carrier or their agent in DDP and CFR FO (the Iranian southern ports) in 4 copies ,the original to be legalized or certified by chamber of commerce & Islamic republic of Iran embassy/consulate in the country of origin.

C- Certificate of origin issued by seller, confirming goods originated in the country of origin in 4 copies , the original certified/legalized by local chamber of commerce& Islamic republic of Iran embassy/consulate.

D-Certificate of inspection of quality and quantity issued under inspection provisions of this text in 4 copies and the original to be legalized or certified by the chamber of commerce in the country of loading.

E-Full set of clean on board bill(s) of lading marked “freight collect” in fob contracts and "freight prepaid" in DDP and CFR FO contracts (the Iranian Southern ports) in 3 originals and 2 non-negotiable copies.

F-In case of offering bagged cargo, packing list should be in 1 original and 4 copies.

G- Certificate of radiation: the seller should submit a certificate issued by the manufacturer or an authorized organization, showing the quantity of radio nuclides U- 238, Th – 232, Ra – 226, K-40 on the basis of Bq/Kg in the above mentioned fertilizer are within standard limit. In view of standard limit, this certificate declares that there is no objection to the usage of declaring that there is no objection to the usage of the relevant fertilizer in the country of origin.

H- photocopy of receipt of an international air courier indicating that the non- negotiable copies of the shipping documents have been received by CBI for prompt delivery to A.S.S.C.

11- The following terms and conditions should be considered in preparing the relevant documents:

11-1- L/C number and the name of Agricultural Support Services Company as notify party should appear on all documents.

11-2- Any change/s related to the number or kind of documents in case of the buyer’s confirmation is allowed.

11-3- Cargo insurance is arranged by A.S.S.C. and the insurance cost is on A.S.S.C.'s account. In addition, underwriter's name should be mentioned on all documents.

11-4- Presentation of third party documents except seller’s commercial invoice, for negotiation is acceptable.

11-5-All banking expenses/charges outside Iran will be on seller’s account.

11-6-All the legal charges are binding for the two parties.

12-FORCE MAJEURE:

A. War

* 1. General strike
  2. Act of God, beyond the control of human beings.

13-DISPUTE SETTLEMENT:

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

14- OTHER CONDITIONS:

14-1-The offer will be valid during the validity of the contract. The seller under no circumstances retains any rights to increase the unit price or the total price during the validity of the contract.

14-2-If the seller does not return back the signed and stamped contract latest within one month and also not to fulfill his obligations to deliver the cargo, as per buyer's rights, the relevant PBG will be confiscated.

14-3-The place of production (producing country) of the goods should be clearly indicated. Goods produced in or shipped from Israel will not be accepted.

14-4-The seller and their Iranian representative admit that the Iranian law prohibiting Iranian government employees from participating/interfering in government transactions shall not apply to them.

14-5-The seller shall perform the obligations of the contract personally and directly. Transfer to the other parties in the forms of deputation, or any other forms shall not be valid, and the seller shall be responsible for all the consequences arising thereof.

14-6- Charter party bill of lading is acceptable. However, in case of any conflict / contradiction between the purchase contract and Bill of Lading/Charter party , the contract shall govern the case.

14-7-This tender conditions form is an integral part of the purchase contract. In case of any contradiction between the content of this text and the contract, the content of the contract shall prevail.

14-8- ASSC has the right to consider the originality, authenticity and truthfulness of the presented documents.

14-9- In case the contract is signed by both parties, commitment listed in the said contract, the losses inflicted on the buyer could be compensated through the related bonds, at the discretion of ASSC.

AGRICULTURAL SUPPORT SERVICES COMPANY