**Syria Recovery Trust Fund**

****

**Standard Request for Quotations – Goods and non-consulting services**

**JUNE 2014**

****

**Chief of Procurement Section of the SRTF**

**Budak Mah.Gazi Muhtar Pasa Blv. 10031 Sk. YASEM Is Mrk. No 42/804**

**Sehitkamil - Gaziantep**

**10031 – Turkey**

**To: [Name and Address of Bidder]**

Procurement Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date <insert date>

Dear Mr/Ms <insert name>,

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Request** **for** **Quotations** **for** <INSERT **Subject of Procurement>**

The SRTF Yönetim Hizmetleri A.S., Turkey representing several Syrian Implementing Entities legally established in Syria, invites your quotation for the item(s) described above.

The Syrian Implementing Entities have received financing from the Syria Recovery Trust Fund administered by the SRTF Yönetim Hizmetleri A.S., Turkey (translated: SRTF Management Services JSC), and intend to apply the proceeds of this financing to eligible payments under the contract for which this Request for Quotations (RFQ) is issued. This procurement process will be conducted in accordance with the shopping procurement method contained in the SRTF Operations and Procurement Manuals and the procedures described herein which, in any case, prevail.

**Preparation of Quotations**: You are requested to quote for the item(s) by completing, signing and returning:

* The Statement of Requirements and the Technical Specifications and Compatibility Table;
* the documents confirming your eligibility, as listed below;

**Documents Evidencing Eligibility:** You are requested to submit copies of the following documents as evidence of your eligibility:

1. copy of the passports of the member(s) of the management board (or any other ID issued by a national authority and acceptable to the Evaluation Committee),
2. copy of the registration certificate,
3. copy of certificate listing the names of the members of the management board as well as the name of the person(s) representing the company,
4. power of attorney demonstrating that the person signing the bid has been delegated by a person that has the necessary authority (e.g. a person representing the company).
5. copy of a certificate proving that the company is not bankrupt,
6. manufacturer’s authorization,
7. Other documents.

The standard forms in this RFQ may be retyped for completion but the Bidder is responsible for their accurate reproduction.

**Validity of Quotations:** The quotation validity required is 60 days.

**Request for clarifications**: Requests for clarifications must be addressed to procurement@srtfund.org.

**Submission of Quotations:** Quotations should be submitted to the address below by mail in a single envelope, clearly marked with the Procurement Reference included in the front page and the name and full address of the Bidder, by the date and time of the deadline below.

Date of deadline: \_\_\_\_\_\_\_\_\_\_\_\_\_ *(day, month and year)*. Time of deadline: \_\_\_\_ *(local time)*.

Address of the representative of the Purchaser: Chief of Procurement Section of the SRTF

Budak Mah.Gazi Muhtar Pasa Blv. 10031 Sk. YASEM Is Mrk. No 42/804

Sehitkamil - Gaziantep, 10031 Turkey

**Eligibility Criteria:** You are required to meet the following criteria to be eligible:

1. Have the capacity to enter into a contract;
2. Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. You may submit bids, if none of the following reasons for exclusion apply:

(i) your participation as bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, or any other Donor to SRTF. The list of Donor governments to SRTF is herewith included: <insert list of SRTF Donors’>; or

(ii) you are or were involved as a consultant in the preparation or implementation of the Project. The same applies to an enterprise or an individual that is closely connected to the bidder under a company group or a similar business link or to several enterprises or individuals associated correspondingly; or

(iii) you are legally barred from the procurement process in your own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if you are legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition; or

(iv) you or your sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the Implementing Entity in the host country.

(v) you and your sub-contractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.

**Origin of Goods and Services:** There is no restriction on origin of Goods and Services, however goods from countries sanctioned by the UN Security Council, the EU, or any other Donor government are not eligible.

**Technical Criteria:** The Specification details the minimum specification of the Goods and /or Services required. The Goods and/or Services offered must meet this specification.

**Currency:** The Bidder must express the bid price exclusively in EUR or another freely convertible currency (no Syrian pounds) quoted by the European Central Bank (see below).

For comparison purposes, quotations expressed in different currencies shall be converted in EUR using the European Central Bank, Euro Foreign Exchange rates Euro vs offered currency selling exchange rate of the European Central Bank on the day of the deadline for submission of the quotations.

**Best Evaluated Bid:** The best evaluated bid shall be the lowest priced quotation, which is eligible and technically compliant.

**Delivery:** Delivery must be DDP as per Incoterms 2010, including any applicable tax, border point custom cleared Bab Al Salamah or Bab al Hawa (one, the other or both borders) loaded on the truck of the recipient. The total price(s) quoted must reflect the specified delivery.

**Right to Reject:** SRTF reserves the right to accept or reject any quotation or to cancel the bidding process and reject all quotations.

**Delivery Schedule:** Delivery required should be latest 90 days from date of signature of the contract by the supplier.

**Warranty**: shall be twelve months from the date of delivery.

**Terms of Payment are presented in clause 16.1 of the contract.**

Any awarded contract shall include annexes: The Invitation to Bid, The Technical Specifications and Compatibility Table and TheSstatement of Requirements. Also in case Syria A.S. signs the contract on behalf of and in the name of the Purchaser, the Purchaser is responsible and liable for its obligations in the execution of the Contract.

Any queries should be addressed to SRTF at the address given above (we already stated the email address). Please prepare and submit your quotation or inform the undersigned if you will not be submitting a quotation.

Yours sincerely,

**[Signature, Name and Position of Authorised Person]**

**Statement of Requirements**

Bid Submission Form with List of Goods and Price Schedule

Procurement Reference: \_\_\_\_\_\_\_\_\_\_\_\_

We offer to supply the item(s) listed below in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we have carefully read the tender dossier, including the Contract Agreement, the General and Special Conditions of the Contract and the annexed forms for the guarantees and securities.

We confirm that if we have the contract awarded we will sign the contract and deliver the performance security (if requested) within 28 days from the date of dispatch of the contract. We are aware that in case we do not sign the contract, we may be excluded from any other bidding procedure implemented by the SRTF or financed by the SRTF.

We confirm that we meet the eligibility criteria specified in the Request for Quotations.

The validity period of our quotation is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days/weeks/months.

We confirm that the price(s) quoted in the List of Goods and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The delivery period offered is: \_\_\_\_\_\_\_\_\_days/weeks/months from date of Purchase Order.

The warranty period offered is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_months.

##### Currency of Quotation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of Goods or Services** | **Quantity** | **Unit of Measure** | **Unit PriceDDP Bab Al Salamah or Bab al Hawa (one, the other or both borders) loaded on the truck of the recipient and including any tax**  | **Total PriceDDP Bab Al Salamah or Bab al Hawa (one, the other or both borders) loaded on the truck of the recipient and including any tax**  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total price** |  |

**Prices quoted are:** DDP as per Incoterms 2010

**Quotation authorised by:**

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorised for and on behalf of: |  | *(dd/mm/yy)* |
| Company: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Technical Specification

Procurement Reference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
| TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE |
| 1 | 2 | 3 | 4 |
| No. | ITEM NAME & DESCRIPTION | BIDDER’S OFFER | Ref. page no of Supporting Documents  |
|   | Item code: |   |   |
|   | Item description: *(e.g. finger SPO2 monitor, neonatal)* |   |   |
|   |   | Manufacturer: |   |
|   |   | Brand: |   |
|   |   | Type/Model: |   |
|   |   | Catalogue reference: |   |
|   |   | Country of Origin: |   |
|   | APPLICATION |   |   |
|   | *(e.g. to measure the pulse oxygen saturation and pulse rate through finger)* |   |   |
| A | DESCRIPTION OF BASIC COMPONENTS WITH TECHNICAL SPECIFICATIONS |   |   |
| 1 |   |   |   |
| 2 |   |   |   |
| 3 |   |   |   |
| 4 |   |   |   |
| 5 |   |   |   |
|   |   |   |   |
| B | ACCESSORIES & CONSUMABLES |   |   |
| 1 | *e.g. - all standard accessories, required for the proper operation of the above item shall be included in the offer. - all consumables/parts for X months operation unless otherwise specified, required for the proper operation of the above item shall be included in the offer.*  |   |   |
| 2 | *e.g. all standard maintenance tools and cleaning /lubrication materials where applicable shall be included.*  |   |   |
|   |   |   |   |
| C | STANDARD REQUIREMENTS AND INSTRUCTIONS |   |   |
| 1 | Power requirement (where applicable): *e.g. to follow Purchaser's country national voltage: 220V, 50 Hz for single phase, compliant to IEC 601-1 standard or equivalent.* |   |   |
| 2 | *e.g. the equipment supplied must be new with proper serial number as proof*  |   |   |
| 3 | *e.g. the equipment must be made fully functioning at site.* |   |   |
| 4 | If applicable: Installation of equipment on site is required *(N.B. if for installation any work on the building where equipment is to be installed is or may be required - often called pre-installation, this must be specifically considered. Mostly pre-installation is the obligation of the Purchaser)* |   |   |
| 5 | The unit offered shall be certified to meeting the relevant requirements for standards *(as applicable state technical standards, safety standards, type approvals(such as CE Mark), quality assurance standards for manufacturer (such as certified to meet ISO 9001)*   |   |   |
| 6 | A user's operations manual and maintenance manual in *(state language(s)* must be supplied with each unit. |   |   |
| 7 | The system offered shall be designed to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc. |   |   |
|   |   |   |   |
| D | OPTIONS |   |   |
| 1 | *State, if applicable. Please note that "option" implies that at Purchaser’s choice the option may or may not be purchased along with the equipment. Be aware that this complicates bid evaluation!*  |   |   |
|   |   |   |   |
| E | NOTE |   |   |
| 1 | *e.g. Bidders may propose any product/system, which is equivalent or better than the requirements specified above.* |   |   |
| 2 | *e.g. All equipment needing consumables must allow as much as possible to use generic and/or locally made consumables and/or disposables.*  |   |   |
| 3 | *e.g. state any restrictions on expiry period for consumables / reagents / solutions for operation of the equipment* |   |   |
| F | Documentation |   |   |
| 1 | Bidder should provide the following documents as relevant for bid submission and refer to these in column 4 of this TSF.  |   |   |
| 2 | Brochures or catalogues |   |   |
| 3 | Technical data sheet |   |   |
| 4 | *(state only if wanted)* Spare part list with part no. details clearly indicated |   |   |
| 5 | *(state only if wanted)* Consumable list with part no. details clearly indicated |   |   |
| G | Training on equipment supplied *(only if applicable)* |   |   |
| 1 | *e.g. On-site training must be provided on (subjects) for (number and qualifications) Purchaser's staff* |   |   |
| 2 | The training must include the following elements and information: |   |   |
| 3 | *e.g. Basic application & operation of the equipment;* |   |   |
| 4 | *e.g. Equipment orientation / functions;* |   |   |
| 5 | *e.g. Simple aspects/steps in troubleshooting of errors;* |   |   |
| 6 | *e.g. Basic steps in the maintenance of the equipment;* |   |   |
| 7 | *e.g. Safety aspects of the equipment (if applicable);* |   |   |
| 8 | *e.g. Equipment Operation Procedures (EOP)* |   |   |

**Contract**

|  |
| --- |
| **General Conditions of Contract** |

**Table of Clauses**

1. Definitions 13

2. Contract Documents 14

3. Fraud and Corruption 14

4. Interpretation 15

5. Language 16

6. Joint Venture, Consortium or Association 17

7. Eligibility 17

8. Notices 17

9. Governing Law 18

10. Settlement of Disputes 18

11. Inspections and Audit by SRTF 18

12. Scope of Supply 18

13. Delivery and Documents 19

14. Supplier’s Responsibilities 19

15. Contract Price 19

16. Terms of Payment 19

17. Taxes and Duties 19

18. Performance Security 20

19. Copyright 20

20. Confidential Information 20

21. Subcontracting 21

22. Specifications and Standards 21

23. Packing and Documents 22

24. Insurance 22

25. Transportation 22

26. Inspections and Tests 23

27. Liquidated Damages 24

28. Warranty 24

29. Patent Indemnity 25

30. Limitation of Liability 26

31. Change in Laws and Regulations 26

32. Force Majeure 27

33. Change Orders and Contract Amendments 27

34. Extensions of Time 28

35. Termination 28

36. Assignment 29

37. Export Restriction 30

**General Conditions of Contract**

|  |  |
| --- | --- |
| **Definitions** | 1.1 The following words and expressions shall have the meanings hereby assigned to them:* + 1. “SRTF” means the Syria Recovery Trust Fund
		2. “"Syria A. S.” means SRTF Yönetim Hizmetleri A.S., Turkey (translated: SRTF Management Services JSC) acting as Management Unit for SRTF.
		3. “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
		4. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
		5. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
		6. “Day” means calendar day.
		7. “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
		8. “GCC” means the General Conditions of Contract.
		9. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
		10. “Recipient’s Country” is the country specified in the Special Conditions of Contract (SCC).
		11. “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**
		12. “Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and/or other non-consultant services obligations of the Supplier under the Contract.
		13. “SCC” means the Special Conditions of Contract.
		14. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.
		15. “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
		16. “The Project Site,” where applicable, means the place named in the **SCC.**
 |
| **Contract Documents** | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
 |
| **Fraud and Corruption**  | 3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.(a) For the purposes of this Sub-Clause: (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[1]](#footnote-1);(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[[2]](#footnote-2);(iii) “collusive practice” is an arrangement between two or more parties[[3]](#footnote-3) designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[4]](#footnote-4);(v) “obstructive practice” is(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(bb) acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by SRTF].3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.  |
| **Interpretation** | * 1. If the context so requires it, singular means plural and vice versa.
	2. Incoterms
		1. Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
		2. The terms EXW, CIP, FCA, CFR, DAP, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
	3. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.* 1. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.* 1. Non-waiver
		1. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
		2. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	2. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| **Language** | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.
	2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
 |
| **Joint Venture, Consortium or Association** | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
 |
| **Eligibility** | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	2. All Goods and Services to be supplied under the Contract and financed by SRTF shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
	3. The Supplier and its Subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.
	4. In the implementation of the project the Supplier must adhere to minimum social standards ("Core Labour Standards") ratified by Syria.
 |
| **Notices** | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.
	2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
 |
| **Governing Law** | * 1. The Contract shall be governed by and interpreted in accordance with the laws of Germany with place of performance Gaziantep, unless otherwise specified in the **SCC.**
 |
| **Settlement of Disputes** | * 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
	3. Notwithstanding any reference to arbitration herein,
		1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
		2. the Purchaser shall pay the Supplier any monies due the Supplier.
 |
| **Inspections and Audit by SRTF** | * 1. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, SRTF and/or persons appointed by SRTF to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by SRTF if requested by SRTF. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.
 |
| **Scope of Supply** | 12.1 The Goods and Services to be supplied shall be as specified in the Schedule of Requirements. |
| **Delivery and Documents** | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| **Supplier’s Responsibilities** | 14.1 The Supplier shall supply all the Goods and Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| **Contract Price** | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**  |
| **Terms of Payment** | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed. 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.  |
| **Taxes and Duties** | 17.1 For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.17.2 For goods Manufactured within the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| **Performance Security** | 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**18.2 The proceeds of the Performance Security shall be payable to the special account maintained by Syria A.S. as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract. The date of completion of the Supplier’s performance obligations under the contract is the last day of validity of the warranty, unless specified otherwise in the **SCC.** |
| **Copyright** | 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party |
| **Confidential Information** | 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:* + 1. the Purchaser or Supplier need to share with SRTF or other institutions participating in the financing of the Contract;
		2. now or hereafter enters the public domain through no fault of that party;
		3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
		4. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| **Subcontracting** | 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.  |
| **Specifications and Standards** | 22.1 Technical Specifications and Drawings* + 1. The Goods and Services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.
		2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
		3. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
 |
| **Packing and Documents** | 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser. |
| **Insurance** | 24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**  |
| **Transportation** | 25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.  |
| **Inspections and Tests** | 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Services as are specified in the **SCC.**26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| **Liquidated Damages** | 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| **Warranty**  | 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| **Patent Indemnity** | 29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: * + 1. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
		2. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.29.4 The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| **Limitation of Liability**  | 30.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement |
| **Change in Laws and Regulations** | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| **Force Majeure** | 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| **Change Orders and Contract Amendments** | 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:* + 1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		2. the method of shipment or packing;
		3. the place of delivery; and
		4. the Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.33.3 Prices to be charged by the Supplier for any Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| **Extensions of Time** | 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| **Termination** | 35.1 Termination for Default* + 1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
			1. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
			2. if the Supplier fails to perform any other obligation under the Contract; or
			3. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
		2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency. * + 1. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.* + 1. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
		2. The Goods and Services that are complete and, for goods, ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect:
			1. to have any portion completed and delivered at the Contract terms and prices; and/or
			2. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
 |
| **Assignment** | 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| **Export Restriction** | 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of SRTF that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3. |

|  |
| --- |
| **Special Conditions of Contract** |
| The following Special Conditions of Contract (SCC) shall supplement and /or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*  |
| **GCC 1.1(j)** | The Recipient’s country is: Syria  |
| **GCC 1.1(k)** | The Purchaser is (1): Several Local Implementing Entities represented by SRTF Yönetim Hizmetleri A.S., Turkey  (1) Please note: This tender is intended to originate with the selected supplier one or more contracts between the selected supplier and the Local Implementing Entity (ies) that will be identified in the contracting phase. At any rate, the identified Local Implementing Entities shall be responsible and liable for the Purchaser’s obligations in the execution of any resulting contract”. Also in case Syria A.S. signs the Contract on behalf of and in the name of the Purchaser, the Purchaser is responsible and liable for the Purchaser’s obligations in the execution of the Contract.  |
| **GCC 1.1 (p)** | The Project Site(s)/Final Destinations shall be determined in the contracting phase.  |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be Incoterms 2010  |
| **GCC 5.1** | The language shall be: English  |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:Attention: Chief of Procurement Section by the SRTF Yönetim Hizmetleri A. Ş., TurkeyAddress: Budak Mahallesi Gazi Muhtar Pasa Bulvari 10031 Sokak YASEM Is Merkezi No: 42/804 – Sehitkamil10031- Gaziantep / TURKEYTelephone: +90 342 290 36 29Fax number: +90 342 501 16 59Electronic mail address: *procurement@srtfund.org* |
| **GCC 10.2** |  ***(a) Contract with foreign Supplier and contract between Syrian parties:***All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.***(b) Contracts with Supplier national of the Purchaser’s country, except Syria:***In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country.Please note: most of the time the first clause will be selected. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are:1. Two copies of the Supplier's invoice showing goods description, quantity, unit price, total amount;
2. One original of consignment note or other transport document as applicable;
3. Two copies of packing list identifying contents of each case or package;
4. Two copies of manufacturer’s warranty certificate;
5. Two copies of manufacturer's test certificates and other test certificates;
6. Certificate of origin of goods;
7. Two Copies of Insurance certificates; valid for the period till delivery.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed shall not be adjustable.  |
| **GCC 16.1** | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:Payment shall be made in (*state currency/ies)* in the manner stated below.Payment shall be made by bank transfer. For a Syrian Supplier, exceptionally payment may be made in cash, but only if this is demonstrably unavoidable to the satisfaction of Syria A.S. due to reasons not related to the Supplier. (i) **Advance Payment:** Forty (40) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.In case of Limited International Bidding (LIB) and a Syrian Supplier, if exceptionally the issuing of an Advance Payment Guarantee from a bank is impossible to the satisfaction of Syria A.S. for reasons not related to the Supplier, an advance payment will be made up to the amount of the Performance Guarantee. (ii) **On Acceptance:** Sixty (60) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Recipient and Purchaser, if different from the Recipient. |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60days.The interest rate that shall be applied is 3%. |
| **GCC 18.1** | The performance guarantee is not required. |
| **GCC 18.3** | If required, the Performance Security shall be in the form of: a Bank Guarantee as per the format provided in the bidding documents. If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price and shall be valid till 45 days after the scheduled end of the warranty period. |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be as follows:The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies and the possible absence of heavy handling facilities at all points in transit. All packages should be marked with the following information: <insert bid number included in the front page> Three originals and two copies of the Supplier's invoice showing goods description, quantity, unit price, total amount; One original of consignment note or other transport document as applicable; Two copies of packing list identifying contents of each case or package; Two copies of manufacturer’s warranty certificate; Two copies of manufacturer's test certificates and other test certificates; Certificate of origin of goods; Two Copies of Insurance certificates; valid for the period till delivery. |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.  |
| **GCC 26.1** |  *[insert nature, frequency, procedures for carrying out the inspections and tests]*Example: The inspections and tests shall be carried out at installation. The personnel of the implementing entities and eventually appointed professionals will be in charge of inspect and testing the equipment to be delivered. |
| **GCC 26.2** | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*Example: at the supplier |
| **GCC 27.1** | The liquidated damage shall be: 0.05% of the price of the delayed goods and/or services per calendar day  |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: 10% of the price of the delayed goods and/or services |
| **GCC 28.3** | The period of validity of the Warranty shall be: 12 months For purposes of the Warranty, the place(s) of final destination(s) shall be determined in the contracting phase.  |
| **GCC 28.5** | The period for repair or replacement shall be: 60days. |

|  |
| --- |
| **Contract Forms** |

**Table of Forms**

[1. Contract Agreement 96](#_Toc73333192)

[2. Performance Security 98](#_Toc73333193)

[3. Bank Guarantee for Advance Payment 100](#_Toc73333194)

**1. Contract Agreement**

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made on

 the *[ insert:* ***number****]* day of *[ insert:* ***month****]*, *[ insert:* ***year****]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser**]* (hereinafter called “the Purchaser”), and

(2) *[ insert name of Supplier**]*, a corporation incorporated under the laws of *[ insert: country of Supplier**]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and/or Services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)**]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement
2. Special Conditions of Contract
3. General Conditions of Contract
4. The invitation to bid
5. The Technical Requirements and compatibility table (including Schedule of Requirements and Technical Specifications Compatibility Table) as accepted based upon bid evaluation
6. The Statements of requirements.
7. The Purchaser’s Notification of Award
8. Securities and Guarantee Templates
9. *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness]*

**2. Performance Security**

**Standard Form of a Performance Bond (Performance Security)**

|  |
| --- |
| Address of guarantor bank:…………………………………………………………………………………………………………………………………….………………………………………………………………….. |
|  |
| Address of beneficiary (contracting agency):………………………………………………………………….…………………………………………………………………..………………………………………………………………….. |

On ...................................... you concluded with ................................................. ("Contractor") a contract for ................................................................. (project, object of contract) at a price of .................................................................

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for … % of the contract price.

We, the undersigned ……………………….. (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of ............................................................... (in words: ................................................................................)

against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for account of ............................................... (project-executing agency/purchaser).

This guarantee shall expire no later than …………………………………….

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of ……………………….

........................................................... .................................................

Place, date Guarantor

**3. Bank Guarantee for Advance Payment**

**Model Advance Payment Bank Guarantee**

|  |
| --- |
| Address of guarantor bank:…………………………………………………………………………………………………………………………………….………………………………………………………………….. |
|  |
| Address of beneficiary (contracting agency):………………………………………………………………….…………………………………………………………………..………………………………………………………………….. |

On ........................................... you concluded with (name and full address) ........................................................................... ……………………………………………………………………………………………………………………………………………… (“Contractor”) a Contract for ................................................................... (project, subject of Contract) for the sum of

................................................

According to the provisions of the Contract the Contractor receives an advance payment in the amount of ............................ equalling ................................................... percent of the contract price.

We, the undersigned.............................................................................................................. (bank), waiving all objections and defences under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of

..............................................
(in words: .............................................................)

against your written declaration that the Contractor has failed to perform as stipulated in the aforementioned Contract.

This Guarantee shall enter into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall be automatically reduced pro rata in accordance with the payments performed.

In the event of any claim under this Guarantee, payment shall be effected to KfW, Frankfurt am Main (JBIC.: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for the account of .................................................... (Purchaser, project-executing agency).

This guarantee shall expire not later than .......................... by which date we must have received any claims by letter or coded telecommunication

It is understood that you will return this Guarantee to us upon expiry thereof or after settlement of the total amount to be claimed hereunder.

............................................. ...............................................................

Place, date Guarantor

1. “Another party” refers to a public or private sector official acting in relation to the procurement process or contract execution. In this context, “official” includes SRTF and KfW staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-1)
2. “Party” refers to a public or private sector official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-2)
3. “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels. [↑](#footnote-ref-3)
4. “Party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-4)