Request for Quotations
Goods

BID-xxx-GOO-DIR/20
1. Invitation Letter

Procurement Section of the SRTF

| Date: | Xxx |
| Procurement Ref.: | Xxx |
| Project No.: | Xxx |
| Project Title: | Xxx |
| Implementing Entity: | Xxx |
| Representing Purchaser: | SRTF for Management Services - Jordan LLC |

Request for Quotations for “xxx”

The SRTF Management Services-Jordan LLC representing the Implementing Entity, legally established in Syria, invites your quotation for the item(s) described above.

The aforementioned Implementing Entity has received financing from the Syria Recovery Trust Fund administered by the SRTF for Management Services-Jordan LLC and intends 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 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 Bid Submission and Technical Specification Forms. The standard forms in this RFQ may be retyped for completion but the Bidder is responsible for their accurate reproduction.

Submission of Quotations: Quotations should be submitted to the address below by mail in a single envelope, clearly marked with the Reference above, the name of the Bidder, by the date and time of the deadline below. Email submission is acceptable if received to the following e-mail address: tender@srtfund.org

| Date of Deadline: | Xxx |
| Time of Deadline: | 13:00 (Jordan Time) |
| Address of the Purchaser: | Procurement Section of SRTF King Abdullah II Street, 367, Khaled Al Daoud centre 2nd floor, Amman - Jordan |
| Telephone: | +962 6 5868411 or +962 6 5868412 |
| Email for Clarifications: | procurement@srtfund.org |
| Email for Submission: | tender@srtfund.org |

Eligible Countries: Eligibility for the Provision of Goods, Works and Services in SRTF-Financed Procurement

1. In accordance with applicable SRTF Procurement Guidelines SRTF permits firms and individuals from all countries to offer goods, works and services for SRTF-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
i. participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or

ii. any import of goods from that Country or any payments to persons or entities in that Country is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or

iii. the bidder is legally barred from the procurement process in its 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 the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition

2. For the information of bidders with reference to (i) and (ii) above, at the present time SRTF Donors are the following: Federal Republic of Germany, the United Arab Emirates, the United States of America, Kingdom of Denmark, Kingdom of Sweden, Republic of Finland, Japan, the United Kingdom, State of Kuwait, French Republic, Italian Republic, The Netherlands, Republic of Turkey and the Hashemite Kingdom of Jordan as the host Countries, and the German Development Bank KfW as the Trustee.

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.

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

Right to Reject: The Implementing Entity reserves the right to accept or reject any quotation, or to cancel the bidding process and reject all quotations.

Any resulting contract awarded shall be by placement of a Contract, including as annexes the request for quotation, the technical specification, and the statement of requirements.

Also, in case SRTF for Management Services-Jordan LLC 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 the Implementing Entity at the address given above. Please prepare and submit your quotation, or inform the undersigned if you will not be submitting a quotation.

Best regards,

SRTF Management Services-Jordan LLC
2. Bid Submission Form

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

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

We confirm that the prices quoted are fixed and firm for a validity period of **120 days** and will not be subject to revision or variation.

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<thead>
<tr>
<th>#</th>
<th>Description of Goods</th>
<th>Country of Origin</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price (EUR)</th>
<th>Total Price (EUR)</th>
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Total (DDP XXX) in EUR

Prices quoted are in accordance with Incoterms 2010, including any applicable tax, with additional service: border point export custom cleared and including loading/offloading on the purchaser’s truck.

**Quotation authorised by:**

Signature: ___________________________ Name: ___________________________

Position: ___________________________ Date: ___________________________  
(dd/mm/yyyy)

Authorised for and on behalf of:

Company: ___________________________
3. Technical Specification Form

**General Comments:** Bidder must check "Yes" to indicate Compliance, or "No" to indicate why the proposed specification fulfils the minimum requirement with a clause-by-clause commentary on the requirements below in the Remarks column of this technical specification table. Copying texts directly from the Catalogue/Brochure, leave any parameter line blank may be considered as **NON-RESPONSIVE.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Supplier's Offer</th>
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<td>Country of Origin:</td>
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Name/Signature: ____________________  Stamp: ____________________
# 1. General Conditions of Contract

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Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) “SRTF” means the Syria Recovery Trust Fund
(b) SRTF Management Services-Jordan LLC acting as Management Unit for SRTF.
(c) “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.
(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
(e) “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.
(f) “Day” means calendar day.
(g) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(h) “GCC” means the General Conditions of Contract.
(i) “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.
(j) “Recipient’s Country” is the country specified in the Special Conditions of Contract (SCC).
(k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
(l) “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.
(m) “SCC” means the Special Conditions of Contract.
(n) “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.
(o) “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.

Contract Documents

2.1 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, 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 obligations of the Supplier under the Contract.

3.1.1 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
(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
(iii) “collusive practice” is an arrangement between two or more parties³ 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 party⁴;
(v) “obstructive practice” is 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;

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.
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.
³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
⁴ “Party” refers to a participant in the procurement process or contract execution.
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

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) 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.

(b) 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.

4.3 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.

4.4 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.

4.5 Non-waiver

(a) 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.

(b) 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.

4.6 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

5.1 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.

5.2 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

6.1 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

7.1 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.

7.2 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.

7.3 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.

7.4 In the implementation of the project the Supplier must adhere to minimum social standards (“Core Labour Standards”) ratified by Syria.

Notices

8.1 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.

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

Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Germany with place of performance in Jordan, unless otherwise specified in the SCC.
### Settlement of Disputes

10.1 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.

10.2 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.

10.3 Notwithstanding any reference to arbitration herein,

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

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

### Inspections and Audit by SRTF

11.1 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 Delivery and Documents

12.1 The Goods and Services to be supplied shall be as specified in the Schedule of Requirements.

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 arbitration 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 SRTF for Management Services-Jordan LLC 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 supplier 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-Clausules 20.1 and 20.2 above, however, shall not apply to information that:
(a) the purchaser or supplier need to share with SRTF or other institutions participating in the financing of the contract;
(b) now or hereafter enters the public domain through no fault of that party;
(c) 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
(d) 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
(a) 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.
(b) 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.
(c) 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 and, when no 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.

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, expediously 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:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
(b) 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:
(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and
(d) 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

(a) 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:
   (i) 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;
   (ii) if the Supplier fails to perform any other obligation under the Contract; or
   (iii) 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.

(b) 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 proper, 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

(a) 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

(a) 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.

(b) 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:
   (i) to have any portion completed and delivered at the Contract terms and prices; and/or
   (ii) 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.

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.

37.2 The Supplier shall ensure full compliance with United Nations Security Council Resolutions, applicable EU-Council Resolutions or applicable United States financial and economic sanctions;
37.3 The Supplier shall ensure that it does not engage in any dealings with Specially Designated Nationals (as identified and published by the U.S. Department of Treasury) in all of its activities, including in connection with implementation of this Contract;

37.4 The following expenditures may not be procured under this Contract:
(a) goods and facilities serving transnational criminal activities;
(b) luxury goods for personal needs;
(c) weapons for any purpose nor any goods, services, facilities or other assistance serving military purposes;
(d) any goods, services, facilities or other assistance to any armed actor if any Party has credible information that such actor has committed gross human rights abuses;
(e) plant protection agents and pesticides categorized as banned or severely restricted under the applicable PIC procedure to the FAO Codex;
(f) narcotic drugs, psychotropic substances and the substances listed in the Annex to the United Nations Convention of 20 December 1988 against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, as applicable, insofar as they are used to produce narcotic drugs or psychotropic substances (Until the Annexes to the 1988 Convention are amended accordingly, the list of chemicals attached to the Final Report of the Chemical Action Task Force shall apply.);
(h) asbestos, as well as substances and products containing asbestos; and
(g) the following goods and substances hazardous to the environment:
   • hydro chlorofluorocarbons and halons as well as other substances subject to the Montreal Protocol on Substances that Deplete the Ozone Layer and the facilities for their production or use,

37.5 The Supplier shall ensure that the persons charged by the same with the preparation and implementation of the project, the award of any contract for the supplies and services to be financed and with requesting disbursements of financial contribution amounts do not demand, assume, render, grant, promise or obtain a promise of unlawful payments or other advantages in connection with these tasks

37.6 The Supplier shall promptly make available to the Purchaser and to the SRTF-Management Services Jordan LLC on demand all information and documents which the SRTF-Management Services Jordan LLC requires to fulfill its obligations to prevent money laundering and terrorism financing as well as for the continuous monitoring of the business relationship with the Supplier, which is necessary for this purpose.

In entering into and implementing this Contract the Supplier acts in its own name and for its own account. With regard to the applicable laws, including the laws of the country of incorporation of the Supplier and any other applicable law, the Supplier shall ensure that:
(a) the Supplier’s own resources or the amounts invested in the financing this contract will not be of illicit origins and, in particular, this list being nonexhaustive, will not be linked to drug trafficking, corruption, organized criminal activity or terrorism;
(b) the capital of the Supplier will not at any time be of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism; and
(c) the Supplier will not be engaged in the acquisition, possession or use of property that is of illicit origins and, in particular, this list being nonexhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism.
2. 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: (IE xxx) represented by SRTF for Management Services - Jordan LLC (1) Please note: The Purchaser shall be responsible and liable for the Purchaser’s obligations in the execution of any resulting contract”.

Also, in case SRTF Management Services - Jordan LLC 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) is/are DDP Öncüpınar/Bab Al Salamah (ZERO POINT)

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 Request for Clarifications, the Purchaser’s address shall be:
Attention: Procurement Section of the SRTF
Address: King Abdullah II Street, Khaled Al Daoud centre, Office 2nd floor
Amman, Jordan; Telephone: +962 6 5868411 or +962 6 5868412
Electronic mail address: procurement@srtfund.org

GCC 10.2  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 based in Paris by one or more arbitrators appointed in accordance with said Rules.

GCC 12.1  Partial delivery permitted: Yes ☐ No ☐

GCC 13.1  Details of Shipping and other Documents to be furnished by the Supplier are:
  i. Two copies of the detailed Supplier's invoice showing goods description, quantity, unit price, total amount;
  ii. Two copies of detailed packing list identifying contents of each case or package;

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.

On shipment, the Purchaser shall receive the following documents:
  i. Two originals of the Supplier's invoice showing goods description, quantity, unit price, total amount;
  ii. Any other relevant documents for the custom procedures

GCC 15.1  The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1 Payment will be made by bank transfer in the currency of quotation i.e. **EUR (Euro)** in the manner stated below:

i. **Pre-payment (if so wished by the Supplier):** 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.

ii. **On Delivery:** Sixty (60) percent of the Contract Price received shall be paid within thirty (30) days of receipt of the Goods and upon submission of claim supported by the acceptance certificate issued by the Recipient and Purchaser, if different from the Recipient.

iii. In case no pre-payment is affected, the amount payable becomes one hundred (100) percent of the Delivered Goods.

Documents required to process payment are as follows:

i. Original Invoice,
ii. Packing List,
iii. Proof of Delivery (Bill of Lading, Airwaybill or Truck Consignment Note)

GCC 16.5 The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **(60 days)**. The interest rate that shall be applied is 3%.

GCC 18.1 A Performance Security is required: Yes ☐ No ☐

GCC 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.

GCC 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, (xxx).

GCC 26.1 The following inspections and tests shall be performed, as specified in the Technical Specification Form for each item.

GCC 26.2 The Inspections and tests shall be conducted at the supplier’s premises: Yes ☐ No ☐

GCC 26.2 The Inspections and tests shall be conducted at the supplier’s premises

GCC 27.1 The liquidated damage shall be: 0.05% of the price of the delayed goods and/or services per calendar day (maximum amount of liquidated damages shall be: 10%)

GCC 28.3 **One Year Warranty:** Yes ☐ No ☐

GCC 28.5 The period for repair or replacement shall be: **(60 days)**.
3. Contract Forms

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:
   (a) This Contract Agreement
   (b) Special Conditions of Contract
   (c) General Conditions of Contract
   (d) The invitation to bid
   (e) The Technical Requirements and compatibility table (including Bid Submission Form and Technical Specifications Compatibility Table) as accepted based upon bid evaluation
   (f) Securities and Guarantee Templates
   (g) [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]
4. Bank Guarantee for Advance Payment

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, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of
............................................................... (contracting agency/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
Peşin Ödeme için Banka Garantisi

Garantör Bankanın Adresi:

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

Faydalananın Adresi (sözleşmeci kuruluş):

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

......................... tarihinde ....................... (adı ve tam adresi) .................... ("Yüklenici") ile
.............................................. (proje, sözleşmenin konusu) için ............................................................ tutar

......................... tarihinde .............. (adı ve tam adresi) .................... ("Yüklenici") ile
.............................................. (proje, sözleşmenin konusu) için ............................................................ tutar

Bu sözleşmenin hükümlerine göre, Yüklenici ........................................ tutarında sözleşme fiyatının

yüzde ............................................... na eşit peşin ödeme alacaktır.

Biz aşağıda imzası bulunan ...................... (banka), yukarıda bahsi geçen sözleşme

kapsamındaki tüm itiraz ve savunmalardan feragat ederek iş bu belge ile dönülmez bir şekilde

ve bağlımsız olarak size ilk yazılı talebinizde Yükleniciye ödenen peşinatın herhangi bir

tutarını Yüklenicinin yukarıdaki sözleşmeyi usulüne uygun olarak yerine getirmediğini beyan
eden yazılı beyanınız karşısında toplam ................................ (yazı ile: ......................... ) tutara

kadar ödeme yapmayı garanti ediyoruz.

Bu garanti peşin ödeme Yüklenicinin hesabına alacak olarak kaydedilir edilmeye

yürülme girecektir.

Bu Garanti otomatik olarak gerçekleştirilen ödemeler doğrultusunda oransal olarak

azaltılacaktır.

Bu garanti kapsamındaki herhangi bir talep durumunda, ödeme

.............................................................. (projeyi yürüten kuruluş/sözleşmeci kuruluş) hesabına KfW,

Frankfurt am Main, BIC: KFWIDEF, IBAN: DE53 5002 0400 3800 0000 00) e yapılacak.

Bu garanti .................................................... Tarihinde sona erectiktir. Bu tarih veya kadar

mekupla veya kodlanmış telekomünikasyon ile herhangi bir ödeme talebini almamız gerekir.

Bu Garantiyi bize bitim tarihinde veya burada belirtilen toplam tutarın mahsuplaşmasından

sonra iade edeceğiniz anlaşılmasıdır.

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Yer, tarih .................................................................................................................................

Garantör