



Request for Proposal (Services)

“XXX”

Date:	xxx
Procurement Ref.:	xxx
Project No.:	xxx
Project Title:	xxx
Implementing Entity:	xxx
Representing	SRTF for Management Services - Jordan LLC (Not for Profit) /
Contracting Authority:	Registration No. 760

1. Invitation Letter

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

The **mentioned 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 Proposals 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.

Please find enclosed the following documents, which constitute, together with this invitation letter, the Bidding documents:

1. The Terms of Reference
2. The Template of the Financial Proposal
3. The Template of the Contract

Submission of Bids: Bids should be submitted to the address below by mail in a single outer envelope containing the Technical and Financial bids in separate sealed envelopes, clearly marked with the Bid Reference, the name of the Bidder and the Implementing Entity, by the date and time of the deadline below.

Date of Deadline:	xxx
Time of Deadline:	13:00 (Jordan Time)
Address of the Contracting authority:	Procurement Section of SRTF King Abdullah II Street, 367, Khaled Al Daoud centre 2 nd floor, Amman - Jordan
Telephone:	+962 6 5868411 or +962 6 5868412
Email for Clarifications:	procurement@srtfund.org
Deadline for Clarifications:	xxx
Inner and Outer Envelope Marking	The Name and Address of the Bidder on all Envelopes Bid No.: xxx Bid Name: xxx

The offers shall comprise of the following:

The Technical Offer Envelope, which includes:

1. The technical proposal, as described in the Terms of Reference (ToR)
2. The CV of the proposed candidates, as described in the Terms of Reference (ToR)

The Financial Offer Envelope, which includes:

Financial proposal completed and signed.

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.

In case SRTF for Management Services-Jordan LLC signs the Contract on behalf of and in the name of the Contracting authority, the Contracting authority is responsible and liable for its obligations in the execution of the Contract.

Best regards,

Rula Katkhuda
SRTF for Management Services-Jordan LLC

2. Instructions to Bidders

Contract Specifications	<ol style="list-style-type: none"> 1. Nature of the contract: Lump Sum Contract 2. Description of the contract: xxx 3. Number and titles of lots: Please refer to Terms of Reference
Terms of Participation	<ol style="list-style-type: none"> 4. Eligibility Participation in Bidding is open to the invited entities/individuals and partners selected by them. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions herewith specified. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Services or Goods. Bidders may submit bids, if none of the following reasons for exclusion apply: <ol style="list-style-type: none"> 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 supporting the SRTF. The list of Donors supporting the SRTF are the following ones: Federal Republic of Germany, the United Arab Emirates, the United States of America, Denmark, Sweden, Finland, Japan, the United Kingdom, Kuwait, France, Italy, The Netherlands, Turkey as the host Country and the German Development Bank KfW as the Trustee ii. the bidder is or was 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. 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; or iv. the bidder or sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the Implementing Entity in the host country; or v. A Bidder 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. 5. Number of applications No more than one application can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a Joint Venture submitting an application). In the event that a natural or legal person submits more than one application, all applications in which that person has participated will be excluded. 6. Grounds for exclusion Bidders must submit a signed declaration, included in the Application of the Bidder, to the effect that they are not in any of the situations listed in clause 4 above.

	<p>7. Number of Bids Bidders may submit only one Bid. Bids for parts of a lot will not be considered. Bidders may not submit a Bid for a variant solution in addition to their Bid.</p> <p>8. Performance Security Performance security is not requested.</p> <p>9. Bid validity Bids must remain valid for a period of one hundred and twenty (120) days after the deadline for submission of Bids.</p> <p>10. Period of implementation of tasks Timeframe of the assignment is 8 months after inception date.</p>
<p>Qualification, Selection and Award Criteria</p>	<p>11. Qualification criteria</p> <ul style="list-style-type: none"> i. Economic and financial capacity of bidder Not requested. ii. Technical experience of candidate As per requirements in Section III, the Terms of Reference <p>12. Selection criteria</p> <ul style="list-style-type: none"> i. Proposed expert The Candidate that will have the contract awarded will have to provide copies of the university degrees, professional certificates if required of the proposed experts as well as certifications proving the professional experience included in the CVs of the experts for the last ten years or since the beginning of the professional career in case the expert has less than ten years of professional experience. In duly justified cases, the experts can provide self-certifications <p>13. Award criteria Compliant offer and reasonable price.</p>
<p>Bidding and Contracting</p>	<p>14. Request for Proposal documents The request for proposal documents are attached to this letter and consist of a ToR and a financial proposal.</p> <p>Bidders with questions regarding this request for Proposal should send them in writing to the implementing entity or to SRTF on the email specified in the Invitation Letter.</p> <p>15. Modifications to request for proposals documents The Contracting Authority may amend the request for Proposal documents by delivering modifications up to last day before the deadline for submission of Proposals.</p> <p>Each modification delivered to the Bidders will constitute a part of the request for Proposal documents.</p> <p>The Contracting Authority may, as necessary, extend the deadline for submission of Proposals to give Bidders sufficient time to take modifications into account when preparing their Proposals.</p>

<p>Bidding and Contracting</p>	<p>16. Content and presentation of proposal The financial proposal comprises the budget form duly filled in each part</p> <p>17. Sealing, marking and submission of Proposals The complete proposal must be submitted in a closed envelope, addressed to the Procurement Section of the SRTF as specified in the Invitation Letter under Bid Data.</p> <p>18. Evaluation of Proposals The Contracting Authority reserves the right to ask a Bidder to clarify any part of this offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the proposal.</p> <p>The Contracting Authority reserves the right to check information submitted by the Bidder if the evaluation committee considers it necessary.</p> <p>i. Examination of the administrative conformity of Proposals The aim at this stage is to check that Proposals comply with the requirements of the request for proposal documents. A proposal is deemed to comply if it satisfies all the conditions, procedures and specifications in the request for proposal documents without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the request for proposal documents, limit the rights of the Contracting Authority or the Bidder's obligations under the contract or distort competition for Bidders, whose proposals do comply. Decisions to the effect that a proposal is not administratively compliant must be duly justified in the evaluation minutes. The evaluation committee will check that each Bid:</p> <ul style="list-style-type: none"> – has been properly signed; – has complete information; – substantially complies with the requirements of the request for proposal documents. <p>If a proposal does not comply substantially with the requirements of the administrative compliance grid, it may be rejected by the evaluation committee.</p> <p>ii. Technical evaluation The evaluation committee will assess whether the Terms of Reference and CV of the proposed candidates substantially fulfils the requirements.</p> <p>iii. Financial evaluation The Evaluation Committee checks whether the financial proposal is under or equal to the thresholds included in the budget. The financial evaluation will have to identify the best financial offer, i.e. the lowest compliant price. In case there is not a financial proposal, the proposal is rejected.</p> <p>19. Notification of award, contract clarifications Prior to the expiration of the period of validity of proposals, the Contracting Authority will notify the successful Bidder, in writing, that its proposal has been selected. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the Bidder must prepare himself to reply. This clarification will be confined to issues that had</p>
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no direct bearing on the choice of the successful proposal. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

Documentary evidence required from the successful Bidder:
Evidence of the technical experience according to the selection criteria specified in subsection 15 and 16 above will be requested unless satisfactory documents are already submitted:

If the successful Bidder fails to provide this documentary proofs or statements within 30 calendar days following the notification of award or if the successful Bidder is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the proposal to the next lowest Bidder or cancel the shopping procedure.

After the contract has been signed, the Contracting Authority will promptly notify the other Bidders that their proposals have not been successful.

20. Contract signing

Within six (6) days of receipt of the contract already signed by the Contracting Authority, the selected Bidder must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful Bidder will become the Contractor and the contract will enter into force.

If he fails to sign and return the contract within six (6) days after receipt of notification, the Contracting Authority may consider the acceptance of the proposal to be cancelled, claim compensation or pursue any other remedy in respect of such failure, and the successful Bidder will have no claim whatsoever on the Contracting Authority.

21. Cancellation of the procurement procedure

In the event of a procurement procedure's cancellation, Bidders will be notified by the Contracting Authority.

22. Ethics clauses

- i. Any attempt by a candidate or Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing Bids will lead to the rejection of its candidacy or Bid and may result in administrative penalties.
- ii. Without the Contracting Authority's prior written authorization, the Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- iii. When putting forward a proposal, the candidate or Bidder must declare that it is affected by no conflict of interest, and that it has no equivalent relation in that respect with other Bidders or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

	<ul style="list-style-type: none">iv. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.v. For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state and adhere to the Core Labour Standards ratified by the beneficiary state.vi. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.vii. The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.viii. The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.ix. The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.x. The SRTF reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.xi. All proposals will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.xii. The Contractor undertakes to supply the SRTF on request with all supporting documents relating to the conditions of the contract's execution. The SRTF may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.xiii. Contractors found to have paid unusual commercial expenses on projects funded by the SRTF are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be excluded from receiving SRTF funds.xiv. The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the
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	<p>Contract, the Contracting Authority may refrain from concluding the Contract.</p> <p>23. Appeals Bidders believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly within 30 days. The Contracting Authority must reply within 90 days of receipt of the complaint. If the SRTF is informed of such a complaint, it will communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (Bidder) and the Contracting Authority. Should a Contracting Authority fail to adhere to the procurement procedures agreed with the SRTF in the financing agreement, the SRTF reserves the right to refuse to finance the contract or to suspend, withhold or recover funding for the contracts concerned.</p> <p>24. Language of the procedure All written communications for this procurement procedure and contract must be in English.</p>
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3. Terms of Reference

4. Financial Proposal

Procurement Reference: xxx

Name: -----

Date: -----

Place: -----

Signature: -----

Full address, including telephone and e-mail:

5. Template of Contract

Service Contract N°<insert number>

Project financed by: <INSERT THE NAMES OF THE ORGANIZATION FINANCING THE PROJECT>

<insert name and address of the grant beneficiary>

("The Contracting Authority"),

and

<Full official Name of Contractor>

[Legal status/title]¹

[Official registration number]²

[Full official address]

[VAT number]³,

("the Contractor") of the other part.

Art 1: Meaning of the terms	In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
Art 2: Order of precedence	The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence: <ul style="list-style-type: none"> a) the contract, b) the clarifications and corrigenda delivered before deadline c) the terms of reference d) the financial proposal e) the technical proposal elaborated by the successful tenderer, f) the clarifications agreed during the evaluation phase. <p>Addenda shall have the order of precedence of the document they are modifying</p>
Art 3: Subject of the contract	The subject of this contract is the provision of services by the Contractor in accordance with the Terms of Reference.
Art 4: Duration and period of execution	This contract shall run for a period of <Insert the same duration as per the TOR>day(s)/month(s)/year(s) starting from the signature of the contract by the latter of the two parties. In any case the above mentioned period is only provided as an indication and can be modified by the Contracting Authority. The Contractor shall be bound to provide all the services included in the Terms of Reference.
Art 5: Contract value and taxes	The Contractor shall receive the amount of <insert value and currency as per financial proposal> as a remuneration for his/her work. This amount includes any applicable tax. This contract is a time based contract. The Contracting Authority will pay this amount to the Contractor's bank account in accordance with the payment terms specified under Art.6.

¹ Where the contracting party is an individual.

² Where applicable.

³ Except where the contracting party is not VAT registered.

Art 6: Payment terms and associated reporting	<p>All invoices will be accompanied by the relevant supporting documents indicated above.</p> <p>Fees shall be paid only for the specific services included in the approved budget. Invoices will be paid within 30 days by the Contracting Authority after approval of the received deliverables/supporting documents.</p> <p>Payments will be done on the bank account of the Contractor indicated in the financial identification form under Annex 1. Payments shall be made through direct payment from SRTF as per the Terms of Reference.</p>
Art 7: Performance security	No performance security is requested.
Art 8: Replacement of experts	<p>The proposed experts can only be replaced in case of force majeure (death or serious illnesses) or on the request from the Contracting Authority.</p> <p>Change of experts must be approved by the Project Manager of the Contracting Authority.</p>
Art 9: Correspondence	The Contractor shall submit written requests for solution of any problem encountered in the implementation of the Contract. The Contracting Authority will do its best to address the received questions.
Art 10: Liability	<p>1. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Contractor while the Project is being carried out or as a consequence of the Project. The Contracting Authority cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.</p> <p>2. The Contractor shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Contractor shall discharge the Contracting Authority of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Contractor or the Contractor's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights.</p>
Art 11: Conflict of interests	<p>1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.</p> <p>2. Any conflict of interests which may arise during performance of this Contract must be notified in writing to the Contracting Authority without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.</p> <p>3. The Contracting Authority reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.</p> <p>4. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without</p>

	<p>prejudice to its obligation under this Contract, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its staff in such a situation.</p>
Art 12: Confidentiality	<p>1. Subject to Article 17, the Contracting Authority and the Contractor undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Contract and identified in writing as confidential until at least 5 years after the payment of the balance.</p> <p>2. The Contractor shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the Contracting Authority.</p> <p>3. The SRTF shall have access to all documents communicated to the Contracting Authority and shall maintain the same level of confidentiality.</p>
Art 13: Visibility	<p>1. Unless SRTF agrees or requests otherwise, the Contractor shall take all necessary steps to publicise the fact that the SRTF has financed or co-financed the Project.</p> <p>2. The Contractor shall mention the Project and the SRTF's financial contribution in information given to the final recipients of the Project, in its internal and annual reports, and in any dealings with the media.</p> <p>3. Any notice or publication by the Contractor concerning the Project, including those given at conferences or seminars, shall specify that the Project has received SRTF funding. Any publication by the Contractor, in whatever form and by whatever medium, including the internet, shall include the following statement: 'This document has been produced with the financial assistance of the SRTF. The contents of this document are the sole responsibility of < Contractor's name > and can under no circumstances be regarded as reflecting the position of the SRTF.'</p> <p>4. The Contractor authorises the Contracting Authority and the SRTF to publish its name and address, nationality, the purpose of the project, duration and location as well as the total cost and the rate of funding of the Project's costs. Derogation from publication of this information may be granted if it could endanger the Contractor or harm their interests.</p>
Art 14: Ownership/use of results and assets	<p>1. Ownership of, and title and intellectual and industrial property rights to, the Project's results, reports and other documents relating to it will be vested in the Contracting Authority.</p> <p>2. Without prejudice to Article 1, the Contractor grants the Contracting Authority (and the SRTF) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.</p> <p>3. The Contractor shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Contract.</p>

	<p>4. In case natural, recognizable persons are depicted in a photograph or film, the Contractor shall submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.</p>
<p>Art 15: Evaluation/monitoring of the project</p>	<p>1. If the SRTF carries out an interim or ex post evaluation or a monitoring mission, the Contractor shall undertake to provide it and/or the persons authorised by it with any document or information which will assist with the evaluation or monitoring mission, and grant them the access rights described in Article 16.</p>
<p>Art 16: Accounts and technical and financial checks</p>	<p>Accounts</p> <p>1. The Contractor shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system. The accounts:</p> <ul style="list-style-type: none"> a) may be an integrated part of or an adjunct to the Contractor's regular system; b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned; c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified. <p>2. The contractor shall ensure that any financial report can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the Contractor shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.</p> <p>Right of access</p> <p>3. The Contractor shall allow verifications to be carried out by the SRTF and any external auditor authorised by the SRTF. The Contractor has to take all steps to facilitate their work.</p> <p>4. The Contractor shall allow the above entities to:</p> <ul style="list-style-type: none"> a) access the sites and locations at which the Project is implemented; b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project; c) take copies of documents; d) carry out on-the-spot-checks; e) Conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project; <p>5. Additionally the SRTF shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the SRTF for the protection of its financial interests against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the SRTF.</p> <p>6. Access given to agents of the SRTF and to any external auditor authorised by the Contracting Authority awarding the grant to the beneficiary carrying out verifications as provided for by this Article shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.</p>

	<p>Record keeping</p> <p>7. The Contractor shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Contractor shall inform the Contracting Authority of their precise location.</p> <p>8. All the supporting documents shall be available in the original form, including in electronic form.</p> <p>9. The documents referred to in this Article include:</p> <ul style="list-style-type: none"> a) Accounting records (computerised or manual) from the Contractor's accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information; b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports (if any); c) Proof of commitments such as contracts and order forms; d) Proof of delivery of services (if paid by the Contracting Authority) such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc; e) Proof of receipt of goods such as delivery slips from suppliers (if paid by the Contracting Authority); f) Proof of completion of works (if any), such as acceptance certificates; g) Proof of purchase such as invoices and receipts (if paid by the Contracting Authority); h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor (if related to the implemented contract financed by the Contracting Authority); i) Proof of the regularity of the Tax management; j) For fuel and oil expenses (if paid by the Contracting Authority), a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs; k) Staff and payroll records such as contracts, salary statements and time sheets (if paid by the Contracting Authority). For local staff recruited on fixed-term contracts (if paid by the Contracting Authority), details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary.
<p>Art 17: Jurisdiction & dispute settlement</p>	<p>This contract shall be governed by the German law. Any legal dispute arising out of or in connection with this contract shall be finally settled by the competent courts of Jordan.</p>
<p>Art 18: No engagement in financing terrorism</p>	<p>The Contractor 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.</p>

Done in <place> in two originals, one original being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Function:

Signature:

Date:

For the Contracting Authority

Name:

Function:

Signature:

Date:

Annex 1

FINANCIAL IDENTIFICATION

<u>ACCOUNT NAME</u>	
ACCOUNT NAME ①	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
ADDRESS	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
TOWN/CITY	<input style="width: 45%; height: 20px;" type="text"/> POSTCODE <input style="width: 15%; height: 20px;" type="text"/>
COUNTRY	<input style="width: 100%; height: 20px;" type="text"/>

① *The name or title under which the account has been opened and not the name of the account holder*

CONTACT	<input style="width: 100%; height: 20px;" type="text"/>
TELEPHONE	<input style="width: 45%; height: 20px;" type="text"/> FAX <input style="width: 15%; height: 20px;" type="text"/>
E-MAIL	<input style="width: 100%; height: 20px;" type="text"/>

<u>BANK</u>	
BANK NAME	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
BRANCH ADDRESS	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
TOWN/CITY	<input style="width: 45%; height: 20px;" type="text"/> POSTCODE <input style="width: 15%; height: 20px;" type="text"/>
COUNTRY	<input style="width: 100%; height: 20px;" type="text"/>
ACCOUNT NUMBER	<input style="width: 100%; height: 20px;" type="text"/>
IBAN <input type="checkbox"/>	<input style="width: 100%; height: 20px;" type="text"/>

If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both obligatory) <input type="checkbox"/>

DATE + SIGNATURE OF ACCOUNT HOLDER (Obligatory)
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It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-hold