



Contract Agreement For Non-consulting Services

| | |
|--------------------------------|--|
| Date: | Xxx |
| Contract No.: | Xxx |
| Contract Title: | Xxx |
| Project No.: | Xxx |
| Project Title: | Xxx |
| Implementing Entity: | Xxx |
| Representing Purchaser: | SRTF for Management Services - Jordan LLC (Not for Profit) / Registration No. 760 |
| The Supplier | XXX |

Section 1 - Contract Agreement

THIS CONTRACT AGREEMENT is made BETWEEN

***** Implementing Entity**,
represented by SRTF for Management Services - Jordan LLC (Not for Profit)
King Abdullah II Street, 367, Khaled Al Daoud centre, 2nd floor, Amman – Jordan,
Tel: +962 6 5868411 or +962 6 5868412, email: procurement@srtfund.org
(hereinafter called the “Purchaser”):

and

***** Supplier**

***** Address**

(hereinafter called the “Supplier”)

WHEREAS

(a) The Purchaser has requested the Supplier to provide certain supplies and services at a contract value not exceeding **EUR *** (***) EURO only**) as mutually agreed in the submission of the Supplier’s proposal for “**Title**”

(b) The Purchaser has confirmed that the proposal was approved for implementation and will be known as the following: **RFA # *** - Title**

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:

Section 1: This Contract Agreement

Section 2: General Conditions of Contract

Section 3: Special Conditions of Contract

Section 4: Appendices:

Appendix A: RFA # Narrative and Budget

Appendix B: Workplan

Appendix C: Monthly Reporting Template

Appendix D: Risk Mitigation Plan

Appendix E: Budget Tracking Template

Appendix F: Integrity Guidelines

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.
- 6. The date of latest signature should be used as the date of contract enter into force and be effective.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws specified in the special and general conditions of the contract on the day, month and year indicated above.

For and on behalf of the Purchaser

For and on behalf of the Supplier

Lakis Papastavrou
Date:

Date:

in the presence of

in the presence of

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Section 2: General Conditions of Contract

1. Basic Considerations

1.1 General

G-1. Definitions

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

“**Audit**” describes a detailed review by the Purchaser of the Suppliers processes, documents, organisation, delivered services, goods or works.

“**Branding**” means the naming or symboling of Goods to be provided that uniquely identifies the marketers or owners of the Goods. Names and symbols of manufacturers of the Goods on the Goods shall not be considered as Branding.

“**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.

“**Contract Documents**” means the documents listed in the Contract Agreement, including any amendments thereto.

“**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.

“**Day**” means calendar day.

“**Donor**” is a Government, UN agency, other multilateral organisation fund or private organisation making a contribution to the recipient/s defined in the RFA referred to in the SCC

“**Completion**” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“**GCC**” means the General Conditions of Contract.

“**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.

“**Inspection**” or “**Test**” refers to the activity carried out by the Supplier to verify the quality and quantity of delivered goods or services or works

“**Issue**” describes a relevant problematic situation related to the delivery of the Supplier under this contract.

“**Monitoring**” is the control activity done by the Purchaser to keep oversight on the services provided by the Supplier, or corresponding activities by the Supplier to monitor its subcontractors

“**Recipient’s Country**” is the country specified in the Special Conditions of Contract (SCC).

“**Purchaser**” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.

“**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.

“**SCC**” means the Special Conditions of Contract.

“**SRTF**” means the Syria Recovery Trust Fund, SRTF for Management Services-Jordan LLC acting as Management Unit for SRTF.

“**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.

“**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.

“**The Project Site**,” where applicable, means the place named in the **SCC**.

- G-2. Supplier** The Supplier confirms to provide the services as described in Appendices A and B directly, i. e. with no Subcontractors involved other than the Subcontractors described in the Special Conditions of this contract. Any additional subcontracting will be handled in line with the corresponding regulations under "Subcontracting" of these General Conditions of Contract.
- G-3. Contract Documents** 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.
- G-4. Language**
- a) 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 English language or the language, if applicable, as 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.
 - b) 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.
- G-5. Interpretation**
- a) If the context so requires it, singular means plural and vice versa.
 - b) Incoterms
 - i. 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.
 - ii. The terms EXW, CIP, FCA, CFR, DAP, DDP and other similar terms, when used, shall be governed by the rules prescribed in the 2010 edition of Incoterms published by the International Chamber of Commerce in Paris, France.
 - c) 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.
 - d) 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.
 - e) Non-waiver
 - i. Subject to GCC Sub-Clause G-5 e) ii 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.
 - ii. 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.
 - f) 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.

1.2 Data Protection

- G-6. Data Protection**
- a) If necessary, the Supplier must meet appropriate IT security standards.
 - b) When handling or transferring personal or confidential data, the Supplier must make sure to protect these from unauthorised publication or unwanted use.

G-7. Confidential Information

- a) 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 this GCC Clause G-7.
- b) The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- c) The obligation of a party under GCC Sub-Clauses G-7 a and G-7 b above, however, shall not apply to information that:
 - i. the Purchaser or Supplier need to share with SRTF or other institutions participating in the financing of the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. 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
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) The above provisions of GCC Clause G-7 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.
- e) The provisions of GCC Clause G-7 shall survive completion or termination, for whatever reason, of the Contract.
- f) Noting the high-risk operating environment, the Purchaser reserves the right to extend the definition of "confidential information" to include activity locations, local partners, vendors of subcontracts, field staff belonging to both the Supplier and Purchaser, and the Purchaser's Independent Monitors. As such, the Supplier must seek advance approval of any public communication or media that references this activity or the contents of this Contract. Similarly, the Purchaser agrees to seek prior approval of any photographs published by the Purchaser that may include the Supplier's staff or activity beneficiaries in order to safeguard all parties involved in this Contract.
- g) The Supplier agrees that the provided Goods will not have a Branding

1.3 Agreed Services or Works or Goods to be delivered**G-8. Scope of Supply**

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

G-9. Delivery and Documents

Subject to GCC Sub-Clause G-23, 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**.

G-10. Specifications and Standards

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. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause G-23.

G-11. Packing and Documents

- a) 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.
- b) 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.

G-12. Insurance

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**.

G-13. Transportation

Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

G-14. Restriction

- a) 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 G-47 c).
- b) The Supplier shall ensure full compliance with United Nations Security Council Resolutions, applicable EU-Council Resolutions or applicable United States financial and economic sanctions and other applicable Sanctions.
- c) 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;
- d) The following expenditures may not be procured under this Contract:
- i. goods and facilities serving transnational criminal activities;
 - ii. luxury goods for personal needs;
 - iii. weapons for any purpose nor any goods, services, facilities or other assistance serving military purposes;
 - iv. 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;
 - v. plant protection agents and pesticides categorized as banned or severely restricted under the applicable PIC procedure to the FAO Codex;

- vi. 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.);
- vii. asbestos, as well as substances and products containing asbestos; and
- viii. 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,
 - substances listed in Annex I of Council Regulation (EEC) No. 2455/92 of 23 July 1992 concerning the export of certain dangerous chemicals.
- e) 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
- f) 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 fulfil 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.
- g) 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:
 - i. 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;
 - ii. 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
 - iii. 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

G-15. Change in Laws and Regulations

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 G-16.

1.4 Prices and Payments

G-16. Contract Price

- a) 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**.

G-17. Terms of Payment

- b) In the event there is a change in prices that effect the approved budget, that are outside the control of the Supplier, SRTF must be notified in advance and provide written approval of changes to the budget categories as currently written in Appendix A.
- a) The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- b) 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 G-9 and upon fulfilment of all other obligations stipulated in the Contract.
- c) 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. The payment-delay period after which the Purchaser shall pay interest to the Supplier shall be (60) days after approval of the invoice. The interest rate that shall be applied is 3% p.a. on the amount of such delayed payment for the period of the delay until payment has been made in full
- d) The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- e) In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- f) The method and conditions of payment to be made to the Supplier under this Contract are as follows:
- i. Payment is contingent on invoice acceptance by the Purchaser and shall be made in EUR by bank transfer to the Supplier's bank account as specified in this Contract.
 - ii. The Supplier's invoices shall reflect the following information to ensure compliance with the contract budget:
 - I. Programmatic Expenses: The procurement of goods and services required for programmatic expenses will align with the respective budget categories detailed in Annex E: Budget Tracking Template. Invoices can be combined for convenience of payments. It is the responsibility of the Supplier to ensure that procurement is done in accordance with the approved detailed budget of RFA # with its summary as noted in Appendix A: RFA # Narrative and Budget and Appendix E: Budget Tracking Template.
 - II. Overhead/Support Expenses: All costs associated with overhead and support expenses will align with the respective budget categories detailed in Annex E: Budget Tracking Template. The Supplier must provide a monthly report by the fifth day of every month (Appendix C: Monthly Reporting Template) which summarizes the provision of services during the month prior. Payments shall only be made once the SRTF has reviewed and accepted the report, which will confirm the service has been performed in accordance with the approved activity noted in Appendix A: RFA # Narrative and Budget and Appendix B: Workplan. and subsequently approved as having been satisfactorily performed by the SRTF.
 - iii. The Purchaser and Supplier agree the billing under Overheads/Support will directly correspond to the percentage of total programmatic expenses spent to date.
 - iv. Invoices received shall be paid within thirty (30) days after acceptance/approval of the invoice by the Purchaser.
 - v. If conversion is required, the basis of exchange rate for the Purchaser's invoiced procurement will be the EUR foreign exchange reference rates of the ECB for the invoiced date.

G-18. Taxes and Duties

- a) 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.
- b) 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.

- c) For services rendered and/or provided locally or remotely to the benefit of the Purchaser within the Purchaser's Tax territory, the Supplier shall be entirely responsible for all taxes, duties, license fees, Value Added Tax (VAT) etc.,
- d) 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.

2. Tasks, rights and duties of the Purchaser

G-19. Audit by Purchaser

- a) The Purchaser has the right to send its own or nominated auditors to the Supplier to review and verify that service provision and other contractual obligations are delivered in compliance with the Contract agreement. To this end, the Purchaser's monitoring staff or auditors have the right to access the Supplier's premises and to access documents and other information as required to perform their checks. Similar audit rights will be ensured in any subcontracting arrangements by the Supplier with 3rd parties.
- b) The Purchaser will announce such visit one week ahead, unless the announcement would inhibit scope and objective of such visit. The Purchaser will make sure that auditors are competent to assess the Supplier or its 3rd party in the area of the contracted services professionally and will ensure that services provided to other clients of the audited entity will not be affected.

G-20. Monitoring by Purchaser

- a) The Purchaser will monitor the Supplier to verify delivery as per the agreed requirements in Appendices A and B. The Purchaser has the right to ask the Supplier for KPIs, KRIs, delivery reports, certificates, independent review reports, Supplier Audit reports etc. and the Purchaser may conduct independent tests and/inspections of the Goods and Services at any time.
- b) Monitoring of the Supplier will be done by nominated staff at the Purchaser (from the programme section for programmatic matters and from the procurement section for contractual and procurement matters). These nominated staff will also be responsible for relationship management with the Supplier during the contract period.

G-21. Inspections and Tests

- a) The Purchaser may conduct independent tests and/inspections of the Goods and Services and is not required to provide advance notice of tests or inspections of Goods and Services. However, in order to ensure smooth operations, the Purchaser will make every effort to coordinate with the Supplier's field staff and / or management team. The Purchaser will share the results of any tests and / or inspections with the Supplier.
- b) Further details related to inspections and tests are defined under the section describing tasks, rights and duties of the Supplier.

G-22. Change Orders and Contract Amendments

- a) The Purchaser reserves the right to give directives to the Supplier if this is deemed necessary for successful delivery of the agreed services or to protect key interests of the Purchaser. The Supplier will execute such directives. In the event a change is required, the Supplier will notify the Purchaser in writing and require written acknowledgement that the change has been accepted
- b) The Purchaser may at any time order the Supplier through notice in accordance GCC Clause G-39, to make changes within the general scope of the Contract in any one or more of the following:
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the Services to be provided by the Supplier.
- c) If any such change or directive given 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.

- d) 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.
- e) 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.

G-23. Fraud and Corruption

- a) If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and terminate the contract, and the provisions of Clause G-47 shall apply as if such termination had been made under Sub-Clause G-47 a.

For the purposes of this Sub-Clause:

1. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
2. "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 obligation²;
3. "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;
4. "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;
5. "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of SRTF's inspection and audit rights provided for under Clause G-27 [Monitoring, Inspections and Audits by SRTF].
- b) 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.
- c) In the event of an allegation of Fraud and Corruption, upon Purchaser request the Supplier should provide all related programmatic documentation within a mutually agreed upon timeline, in accordance with the following provisions:
 - i. The Supplier shall ensure that all staff members assigned and charged 100% under the Project shall not receive any funding or remuneration, in any form, from any other third party for the same duration of the Project.
 - ii. The Supplier is responsible for maintaining accurate records and documentation evidencing the compliance of its staff members with this funding confirmation obligation. Such records shall be made available to the Purchaser upon request.
 - iii. The Supplier shall promptly notify the Purchaser in writing if it becomes aware of any staff member who receives funding or remuneration from any other donor during the same duration of the Project.

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.

- iv. For staff members working less than 100% on the project, a disclosure requirement will be implemented. The Supplier shall disclose any additional funding received by these staff members from any other third parties during the project's duration.

3. Tasks, rights and duties of the Supplier

G-24. Joint Venture, Consortium or Association

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.

G-25. Eligibility

- a) 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.
- b) 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.
- c) 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.
- d) In the implementation of the project the Supplier must adhere to minimum social standards ("Core Labour Standards") ratified by Syria.

G-26. Supplier's Responsibilities

The Supplier shall supply all the Goods and Services included in the Scope of Supply in accordance with GCC Clause G-8, and the Delivery and Completion Schedule, as per GCC Clause G-9.

Furthermore, the Supplier shall

1. apply all necessary monitoring and controls to ensure delivery in line with terms and conditions as specified in Appendix A and B;
2. inform the Purchaser about all material issues in the process of service delivery and act without delay to seek remedy for any issues identified. The Supplier confirms to follow a policy that ensures all parties affected by an issue are fully indemnified by the Supplier for any damage or loss that has been caused by issues caused by the Supplier. Any advantages caused by issues will be fully granted to the final beneficiary;
3. advise the Purchaser without delay about situations that may lead to a deterioration of the services to be provided;
4. provide to the Purchaser all information required to solve issues as they may arise during the contract term;
5. actively provide regular reports to the Purchaser upon the status of delivery of all contracted services as per the template provided in Appendix C;
6. next to this general reporting as per Appendix C provide reports on all bid-processing activities (what bids have been defined, what bid method was used and, in case a non-competitive method was used, why, which suppliers were invited, which suppliers have responded, any issues during bid processing)
7. actively share audit reports with the Purchaser on the areas covered by the contract;
8. actively monitor and control any 3rd parties to whom parts of the contract have been sub-delegated
9. act always in such manner that protects best the reputation of the Purchaser
10. maintain an independent Whistleblowing system open to its own staff and external people.

G-27. Audit, monitoring and inspection support

- a. 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.

- b) The Supplier shall actively support the inspection, monitoring and audit activities of the Purchaser, also when performed at 3rd parties subcontracted by the Supplier. The Supplier shall further document its support and provide such documentation to the Purchaser.

G-28. Procurement by Supplier

The Supplier confirms to follow minimum standards in its procurement activities as executed for the provision of the agreed services:

- a) The Supplier has established a procurement function as part of its organisation and has resolved a procurement policy, in line with international best practice. The Supplier's procurement policy must be shared with the Purchaser upon request;
- b) The Supplier's procurement organisation maintains appropriate segregation of duties to avoid conflicts of interest and to ensure professional controls, which focus on areas with elevated risk levels;
- c) The procurement process is subject to professional regular controls plus independent audit;
- d) The selection of suppliers for each procurement activity is based on proper assessment and due diligence checks, which are regularly updated. In particular, suppliers to be selected for the delivery of services to the Purchaser must comply with pertinent requirements of the General Conditions of Contract;
- e) Wherever possible, procurement is done through a competitive procurement process (shopping or bidding);
- f) The Supplier ensures the specifications made in Appendix A of the contract are conveyed to suppliers as required for them to provide the requested services in line with the specifications made;
- g) The processing of bids follows international best practice, ensuring fair treatment of suppliers, unbiased assessment of technical and financial offers and the selection of bidders with the intention to achieve results, which are in the best interest of the final beneficiaries;
- h) The Supplier applies best practice methods and processes to prevent any form of misconduct within the procurement process;
- i) Contracts with suppliers are defined by the Supplier in such a way that they reflect accurately the specifications made by the Purchaser in the contract between Purchaser and Supplier. The supplier contracts also reflect the required monitoring and audit rights of the Purchaser and ensure the Supplier can deliver on its reporting requirements to the Purchaser;
- j) The Supplier actively monitors the selected suppliers during the delivery process. Monitoring activities must be documented;
- k) Any issues in the supply process will be addressed without undue delay. In case of material issues the Purchaser will be informed;
- l) The Supplier actively verifies and substantiates proper delivery of all delivered services, works or goods according to the specifications made in Appendices A and B. All verifications must be documented. Such verifications may be sub-delegated, but the Supplier remains the party responsible for these verifications vis-à-vis the Purchaser.
- m) The Supplier takes full responsibility of goods.
- n) Responsibility for transportation of the Goods shall be as specified in the Incoterms.

G-29. Supplier Staff

The Supplier confirms to apply the following standards to ensure adequate quantity and quality with the people working for the Supplier under the contract agreed between Supplier and Purchaser:

- a) Quantity and quality of the Supplier's staff are maintained in line with the operational needs to provide the services agreed in the contract agreed between Supplier and Purchaser;
- b) Absence or removal of staff must not lead to a disruption of the agreed services. The Supplier nominates deputies for its key staff and actively manages any key staff dependencies;
- c) Staff of the Supplier must have the required knowledge and experience and they to conduct their roles properly;
- d) The Supplier actively ensures its staff are made familiar with the project as described in the contract between Supplier and Purchaser, and the values and the mission of the SRTF;

- e) The Supplier takes appropriate measures to ensure adequate qualification of its staff (like, for example, training plans and job rotation);
- f) Supplier staff is paid adequately based on required skills and performance;
- g) Supplier staff are employed and remunerated according to pertinent law and in line with the standards of the International Labour Organisation;
- h) The Supplier commits to provide a healthy and safe workplace and work environment, including safety rules to prevent work place accidents or injuries, to avoid the use of alcohol or other drugs while at work and to prepare emergency measures in case of accidents.

G-30. Copyright

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.

G-31. Inspections and Tests

- a) 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**.
- b) 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 G-31 c), 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.
- c) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause G-31 b), 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.
- d) 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.
- e) 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.
- f) The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- g) 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 G-31 d).
- h) 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 G-31 f), shall release the Supplier from any warranties or other obligations under the Contract.

G-32. Warranty

- a) 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.
- b) Subject to GCC Sub-Clause G-10 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.
- c) 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**.

- d) 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.
- e) Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f) 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.

G-33. Patent Indemnity

- a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause G-33 b), 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:
 - i. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - ii. 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.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause G-33 a), 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.
- c) 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.
- d) 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.
- e) 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.

G-34. Limitation of Liability

Except in cases of gross negligence or wilful 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

G-35. Risk Mitigation Plan

The Supplier has provided a risk mitigation plan (Appendix D) and should provide the Purchaser with monthly security updates as part of the required monthly report (Appendix C). The Supplier must immediately notify the Purchaser of a security event or changes in the security situation at the targeted activity locations.

4. Subcontracting

G-36. Subcontracting

- a) The Supplier shall notify the Purchaser in writing within the proposal phase or 50 days in advance of all planned subcontracts under this Contract if not already specified in the bid. All third parties the Supplier intends to work with to fulfil its obligations under this Contract shall be disclosed, including clear specifications what kind of Services will be executed by which subcontractor, before signing the contract. 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.
- b) The Supplier must ensure all subcontracts executed with its subcontractors comply with the provisions of this Contract. In particular, the Purchaser's rights under this contract shall be ensured in any subcontract of the Supplier between the Supplier and any of its subcontractors.
- c) The Supplier shall be responsible for ensuring that all subcontracts awarded in Syria in support of the RFA defined under this Contract are in line with the approved budget (Appendix A) and tracked accordingly in the Budget Tracking Template (Appendix E). As the Purchaser requires a summary of all issued and upcoming subcontracts in the monthly report (Appendix C) the Supplier shall provide such summary to the Purchaser in each monthly report. Such notification, in the monthly report shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- d) The Supplier selects all subcontractors with due care, ensuring that all subcontractors have the required skills, knowledge, experience, organisational and financial capacity and license to perform or deliver the requested Services and Goods.
- e) For the avoidance of doubt, subcontracting does not constitute a legal relationship between the Purchaser and a subcontractor and does not imply changes to the contractual relationship between the Parties of this Contract.
- f) The Purchaser has the right to reject a planned subcontracting of the Supplier based on the Purchaser's assessment of the subcontractor of the Supplier.

G-37. Assignment

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.

G-38. Supplier Monitoring

- a) The Supplier must actively monitor performance of any subcontractors used by the Supplier with the objective to ensure proper fulfilment of the contracted services of this contract.
- b) Subcontracting by the Supplier does not release the Supplier from any of the duties and obligations of the Supplier vis a vis the Purchaser as defined in this contract.

5. Communication between Purchaser and Supplier

G-39. Notices

- a) 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.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

G-40. Communication Channels

For All Contract Related Matters, the Purchaser's address shall be:

Attention: Procurement Section of the SRTF

Address: King Abdullah II Street, Khaled Al Daoud centre, 2nd floor, Amman, Jordan

Telephone: +962 6 5868411 or +962 6 5868412

Email address: procurement@srtfund.org

For Programmatic Matters, the Supplier should contact the Stabilization Section Head:

Attention: Stabilization Section of the SRTF

Address: King Abdullah II Street, Khaled Al Daoud centre, 2nd floor, Amman, Jordan

Telephone: +962 6 5868411 or +962 6 5868412

Email address: ***@srtfund.org

6. Problem Management and Termination

G-41. Settlement of Disputes

- a) 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.
- b) 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**.
- c) Notwithstanding any reference to arbitration herein,
 - i. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - ii. the Purchaser shall pay the Supplier any monies due the Supplier.

G-42. Arbitration

All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators with the said Rules. The place for arbitration shall be Frankfurt am Main, Germany. The language of the arbitration shall be English.

G-43. Liquidated Damages

- a) Except as provided under GCC Clause G-45, 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 G-47.
- b) The maximum amount of liquidated damages shall be: 10% of the price of the delayed goods and/or services (and shall not exceed 0.1% per day)

G-44. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Germany with place of performance being the registered office of SRTF JOR, unless otherwise specified in the **SCC**.

G-45. Force Majeure

- a) 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.
- b) 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.
- c) 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.

G-46. Extensions of Time

- a) 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 G-9, 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 extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- b) Except in case of Force Majeure, as provided under GCC Clause G-45, 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 G-31, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause G-46 a).
- c) The Purchaser will make a good faith effort to work closely with the Supplier in the event that the delivery timeline shifts due to circumstances outside the control of either party

G-47. Termination and Suspension

- a) Termination for Default
 - i. The Purchaser, without prejudice to any other remedy for breach of Contract may terminate the Contract by written notice with immediate effect:
 - 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 G-46;
 - II. if the Supplier or one of its subcontractors fails to perform any other obligation under the Contract following a reasonable grace period set by the Purchaser;
 - III. if the Supplier fails to comply with the Integrity Guidelines in Appendix F or does not perform any other obligation arising from other Annexes of the Contract.
 - ii. In the event the Purchaser terminates the Contract pursuant to GCC Clause G-47 a) i., the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods or related services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- b) Termination for Good Cause

The Purchaser, without prejudice any other remedy for breach of Contract, may terminate the Contract by written notice with immediate effect, if the Supplier fails to fulfil a material obligation constituting a good cause (*wichtiger Grund*) for termination. Good cause shall include, but is not limited to, the following:

- i. The Supplier or a subcontractor of the Supplier, in the judgment of the Purchaser on basis of objective indications, has engaged in fraud and/or corruption, as defined in GCC Clause G-24, in competing for or in executing the Contract (Termination due to fraud and corruption).
- ii. The Supplier becomes bankrupt or otherwise insolvent (Termination due to insolvency).
- iii. There is a sufficiently tangible threat to the Supplier's assets (*hinreichend konkrete Vermögensverschlechterung*), e.g. through the initiation of enforcement measures (Termination due to sufficiently tangible financial risks).
- iv. The security situation at one of the locations where Services are to be provided or Goods are to be delivered and which are therefore related to this Contract is not considered sufficiently safe for the Purchaser or its staff. A corresponding assessment of the security situation must be substantiated by an independent expert opinion (Termination for security reasons).
- v. The Supplier or one of its subcontractors omits to support the inspection, monitoring and audit activities pursuant to GCC Clause G-28.
- vi. One of the Parties can no longer fulfil its obligations under the Contract due to Sanctions (Termination due to Sanctions). This and any right related to it shall only apply to the extent it does not result in any violation of or conflict with Council Regulation (EC) No. 2271/96 of 22 November 1996 protecting the effects of the extra territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom, as amended from time to time, or section 7 German Foreign Trade Ordinance (Außenwirtschaftsverordnung), or any other applicable similar antiboycott statute.

- vii.
- c) Termination for Convenience.
 - i. 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.
 - ii. 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.
- d) Suspension of the Contract
 - i. The Purchaser may suspend the Contract in full or in part at no additional cost by giving notice to the Supplier for any of the reasons that would give the Purchaser the right to terminate the Contract.
 - ii. The Purchaser may suspend the Contract in full or in part at no additional cost by giving notice to the Supplier. The Contract may be suspended for the implementation of activities, for specific locations or payments, security or reputational risks, corruption, an audit, funding or a change in eligibility.

Section 3: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| SCC Clause Number | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-------------------|--|
| 1 | The Recipient's country is: Syria |
| 2 | The Purchaser is: ***, 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". |
| 3 | The Supplier is: Subcontractors used by the Supplier to perform certain Services or deliver as specified in Appendix A: RFA # Narrative and Budget, and Appendix B: Workplan are the following: <i>For each Activity and Sub-Activity as per the Workplan, specify who exactly provides the services, goods, works – Supplier or approved Subcontractor.</i> |
| 4 | The Project Sites for RFA # are listed under Appendix A: Narrative and Budget. Any changes to project locations/districts must have advance notification and approval from the Purchaser. |
| 5 | The place of performance will be the registered office of SRTF JOR in Amman, Jordan, with associated implementation in Syria. |
| 6 | In the event of an audit request by the Purchaser, the Supplier and Purchaser agree the scope of the audit will include all budget categories (CAT) except CAT 09 (Contingency), as noted in Appendix E: Budget Tracking Template. The Supplier and Purchaser also agree the provision of records will be provided within a mutually agreed timeline and the submission deadline should not exceed 90 days. |
| 7 | The Delivery of the Goods and Completion of the Services are specified in Appendix A: RFA # Narrative and Budget, and Appendix B: Workplan. The Delivery and Completion of the Services should not exceed six (6) months from date of initial delivery or seven (7) months from the contract signing date, whichever comes first. In the event additional time is required to complete the contract, the Supplier must seek prior approval from the Purchaser for an extension thirty (30) days before the contract expiry date. The Supplier shall not start any project works/activities prior to receiving a written notice-to-proceed (NTP) from the Purchaser, which marks the project start date. No payments shall be accrued or paid for any services prior to the start date specified in the NTP. |
| 8 | The Price of this contract shall not exceed EUR *** (***) EURO only and shall adhere to the budget provided by the Supplier as noted in Appendix A: RFA ** Narrative and Budget, Appendix B: Workplan, and Appendix E: Budget Tracking Template. The Supplier may request an allocation from CAT 09, contingency budget line item, in the event additional funds are required. The request must be made in writing and include a justification for additional funds. If approved, the Purchaser will provide written confirmation of an approval. |

Appendix A: RFA # Narrative and Budget

Appendix B: Workplan

Appendix C: Monthly Reporting Template

A monthly report must be submitted by the fifth day of every month.

| | |
|--|--------------------------|
| RfA Title | |
| RfA Code | |
| Contract Number | |
| Date of signing the contract | |
| Date of initial delivery/Note to proceed | |
| Report period | dd/mm/yyyy to dd/mm/yyyy |

A. Summary of Milestones (taken from Appendix B-Workplan)

For each Activity and Sub-Activity provide a bulleted summary of accomplishments, note any deviation to the workplan timeline, recommend course corrections as needed (subject to SRTF approval), flag any issues that require consultation with SRTF. The updated workplan to be attached to the report showing the planned vs actual.

A table showing number of beneficiaries under each activity.

Upon request, the implementer will also submit an Excel reporting tool to ensure granular tracking of details per SRTF M&E requirements. SRTF M&E and the implementer will coordinate on mutual development of such a reporting tool.

Activity 1:

Activity 2:

Activity 3:

Activity 4:

Activity 5:

B. Summary of Procurement of Goods (in EURO)

Provide a table of current and upcoming procurement totals for Goods (Equipment); provide a description of subcontracts, including name of the vendor and duration of the contract. Reference the corresponding budget line items from Appendix A: Activity Narrative and Budget.

C. Summary of Provision of Services (in EURO)

Provide a table with monthly expenditure totals for Civil Works / Works, Non-Consulting Services and Overheads. Reference the corresponding budget line items from Appendix A: Activity Narrative and Budget

D. Security Overview

Note any security concerns or incidents, summarize what action was taken and make recommendations for updates to mitigate further concerns as necessary.

E. Photos

Some photos to be added showing the activities within the month.

Appendix D: Risk Mitigation Plan

Appendix E: Budget Tracking Template

Appendix F: Integrity Guidelines

Purpose

These guidelines are designed to ensure integrity and compliance in the execution of turnkey contracts (Contract) under the SRTF framework. They summarise key points from the General Contract Conditions to outline basic duties of the contracting parties and general aspects related to integrity in implementing the contract. Capitalised words and abbreviations relate to the definitions in the “General Conditions of Contract”.

Basic Considerations

This section gives definitions for certain terms used in the Contract to clarify their meanings and central elements of the contractual relationship between the Purchaser (SRTF) and the Supplier (the Implementing Partner or Entity).

Data Protection

The Supplier must protect information provided by the Purchaser against loss of confidentiality, integrity or availability. The Supplier’s IT systems and overall business organisation must adequately support this objective. The protection of confidentiality is not required for publicly available information or when sharing is required for the purpose of delivering on the obligations of the Contract or for regulatory or legal reasons. Note that information about work locations or persons involved in the delivery of the SoW may be considered confidential and require non-disclosure.

Goods delivered by the Supplier must not be branded with the name of the Purchaser or the Supplier or any of their affiliates.

Agreed Scope of Work (SoW)

Note: “SoW” is used as a short form to describe all goods, works or services to be delivered by the Supplier under the Contract.

A precise description of Services to be delivered by the Supplier is specified in:

- Appendix A: Project PCN or PCP # Narrative and Budget
- Appendix B: Workplan.

These appendices include measures and indicators agreed to substantiate required features and quality standards.

The Monthly Reporting Template (Appendix C) summarises key measures and indicators.

Besides this regular reporting, the Supplier must inform the Purchaser as soon as the Supplier becomes aware about a situation which may materially jeopardise the continued delivery of the SoW as described in Appendices A and B.

The Supplier is responsible for the successful delivery of the SoW, which includes proper packaging, transportation and, if and as available, insurance in line with pertinent legal and regulatory requirements.

Prices and Payment Standards

The Supplier must provide the following when requesting payment:

- a written invoice and clear description of the SoW delivered. The Purchaser will pay the Supplier only upon successfully substantiated delivery, giving evidence about compliance with all measures and indicators agreed in Appendix A;
- Supplier invoices must align with the budget categories as defined in Annex E “Budget Tracking Template” and be made in the agreed currency (usually EURO);
- The monthly report by the Supplier must describe the SoW provided.

Payment will be made by the Purchaser in the agreed currency and to the specified accounts of the Supplier within 60 days max. upon acceptance of the Suppliers reports and invoices and in accordance with the work plan in Appendix B. If the Purchaser does not pay the Supplier within 60 days upon receipt and approval of invoice, an annual punitive interest as specified in the Contract will be paid to the Supplier. The Purchaser will not make payments to 3rd parties sub-contracted by the Supplier.

Any situation identified by the Supplier, which requires the adjustment of prices as agreed in the contract and budget must be brought to the attention of the Purchaser without undue delay and in all cases before related expenses are made by the Supplier. Resulting adjustments of budget and prices must be agreed between Supplier and Purchaser. (This must be aligned with section “G-22 Change Orders and Contract Amendments”) of the General Conditions of Contract. The Supplier must establish measures to ensure its funds are in no way linked to any form of illicit sources or use.

The Supplier is entirely responsible for the proper payment of all taxes, duties, license fees, Value Added Tax (VAT).

The Performance Security payment is not required and this section therefore void in the contract.

Tasks, Rights and Duties of the Purchaser

Auditing

For audit purposes, the Purchaser has the right to audit the Supplier to ensure compliance with SoW provision and other contractual obligations. Auditors will have access to the Supplier’s premises, documents and other required information. The Supplier must ensure similar access rights in any sub-contracting arrangements. Audits will be announced one week in advance, unless doing so would inhibit the audit’s scope and objective. The Purchaser will make sure that auditors are competent to assess the Supplier or its 3rd party in the area of the contracted SoW professionally and will ensure that services provided to other clients of the audited entity will not be affected.

Monitoring

The Purchaser will monitor the Supplier to verify delivery as per the agreed requirements in Appendices A and B. The Purchaser can request KPIs, KRIs, (Key Performance - and Key Risk Indicators) delivery reports, certificates, independent review reports, Supplier Audit reports etc. and may conduct independent tests and/inspections at any time. Monitoring of the Supplier will include the SoW the Supplier has subcontracted to 3rd parties and the Supplier is responsible to deliver the required information to the Purchaser, who will not contact the Supplier’s Subcontractors in this matter.

Monitoring of the Supplier will be done by nominated staff at the Purchaser (from the programme section for programmatic matters and from the procurement section for

contractual and procurement matters). These nominated staff will also be responsible for relationship management with the Supplier during the contract period.

Inspections and tests

SoW as delivered by the Supplier may be inspected and tested by the Purchaser at any time.

The Supplier and any sub-contracted 3rd parties are required to actively support the inspection, monitoring and audit activities of the Purchaser. Serious lack of support or obstruction by the Supplier or a sub-contracted 3rd party may lead to contract termination by the Purchaser.

Purchaser's right to give directives

The Purchaser reserves the right to issue directives to the Supplier if this is deemed necessary for the successful delivery of the agreed SoW or to protect key interests of the Purchaser. Possible impact on the prices or delivery schedules of the SoW to be delivered by the Supplier will be agreed upon and the Contract will be updated accordingly.

In particular, the Purchaser reserves the right to make changes within the general scope of the Contract relating to drawings, designs, SoW specifications, the method of shipment or packing, the place of delivery or the SoW to be provided by the Supplier.

Directives s by the Purchaser may also be given in cases where the Purchaser's monitoring activities identify deviations from the contractually agreed compliance or quality requirements in the SoW delivered by the Supplier.

Fraud and Corruption

The Purchaser will not tolerate any fraudulent activities by the Supplier or any of its Subcontractors. The Supplier undertakes to inform the Purchaser as soon as it becomes aware that credible allegations of fraudulent activity have been made in connection with this Agreement.

Tasks, rights and duties of the Supplier

The Supplier will actively manage the contract, including:

- manage any 3rd parties used to deliver the Contract;
- maintain eligibility as a Supplier to the Purchaser and in line with the defined eligibility guidelines;
- apply all necessary **monitoring and controls** to ensure delivery in line with terms and conditions as specified in Appendix A and B;
- **inform the Purchaser of material issues** without delay to seek remedy for any issues identified. The Supplier confirms to follow a policy that ensures **all involved parties are fully indemnified by the Supplier** for any damage or loss that has been caused by issues caused by the Supplier. Any advantages caused by issues will be fully granted to the final beneficiary;
- provide all required **information required to solve issues**;
- advise the Purchaser without delay about **situations that may lead to a deterioration** of the SoW to be provided;
- **regularly report** on the status of delivery as per the template provided in Appendix C;
- **share audit reports** with the Purchaser on the areas covered by the contract;
- **actively monitor and control any 3rd parties** subcontracted
- **support** the Purchaser's **auditing, monitoring and inspection** activities
- **execute inspections and tests** to verify compliance
- actively protect the **Purchaser's reputation**.

For procurement activities in particular, the Supplier provides the following information to the Purchaser:

| Information required | Form of delivery | Time of delivery |
|--|---|---|
| 1. Every procurement activity describing what was procured (including quantity and price), procurement method applied, a list of suppliers invited and a list of suppliers making a bid, the supplier selected and the reason why; | Report | With every procurement activity within monthly reporting as per Annex C of the Contract |
| 2. If a non-competitive procurement method has been applied, the Purchaser must be informed, explaining why competitive procurement had not been selected; | Report | Case by case, within monthly reporting as per Annex C of the Contract |
| 3. Reports on the delivery of SoW, providing details as per specifications made in Appendices A and B, including interim reports. | Report plus documents to substantiate compliance. | Monthly, within monthly reporting as per Annex C of the Contract |
| 4. Issue Reports, including description of issue, reasons that caused the issue, proposals for correction and prevention of re-occurrence. | Report | Ad hoc |

In addition to the above, the Supplier maintains an independent **Whistleblowing** and a **Complaint** Management system open to its own staff and the public. (Please see below under "Communication, Problem Management and Termination".)

Procurement Standards

The Supplier confirms to follow minimum standards in procurement as described in principle aspects in the Contract (sec. G-28). Besides these principles and to add clarity, the Supplier must execute agreed procurement activities in compliance with the following subsections of KfW's 2024 procurement guidelines⁵:

- 1.2.1 Basic Principles
- 1.3.2 Grounds for Exclusion
- 1.3.3 Conflict of Interest
- 1.4 Sanctionable Practice
- 2.1 Tender Procedures
- 2.4 Preparation of the Tender Process
- 2.5 Execution of the Tender Process
- 2.6 Procurement Related Complaints
- 2.7 Electronic Procurement
- 3. Provisions for Procurement of Consulting Services
- 4. Provisions for Procurement of Works, Plant, Goods & Non-Consulting Services

Thereby, the process steps as described in subsections 2.4, 2.5, 2.7, 3 and 4 shall be followed by the Supplier in principle, while details may be established as circumstances of the Supplier require, without violation of the principles as described. SRTF will not necessarily verify adequacy of the IE's system(s) for the execution of electronic procurement activities (2.7) in advance, but has the right to do so at any time.

⁵ See „Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non- Consulting Services in Financial Cooperation with Partner Countries“, Juli 2024, under <https://www.kfw-entwicklungsbank.de/Service/Procurement-Regulations/>

In addition, the Supplier is required to comply with the following sections of the “Sustainability requirements for KfW group procurement” in the 2022 version⁶:

2. Respect for human rights
3. Compliance with environmental standards
4. Anti-corruption
5. Conduct in competition
6. Comply with data privacy
7. Compliance with sustainability requirements by KfW’s suppliers

For both documents, the Purchaser (SRTF) takes the role of “KfW” and, for the KfW Procurement Guidelines, the Supplier takes the role of the “PEA”.

The Purchaser has the right to undertake an audit of the Supplier’s procurement activities as and when considered necessary by the Purchaser (in line with “Monitoring and Auditing”, above).

Supplier Staff Management

The Supplier confirms to apply the following standards to ensure adequate quantity and quality with the people working for the Supplier under the contract agreed between Supplier and Purchaser:

1. Quantity and quality of the Supplier’s staff are maintained in line with the operational needs to provide the SoW agreed in the contract agreed between Supplier and Purchaser;
2. Absence or removal of staff must not lead to a disruption of the agreed SoW. The Supplier nominates deputies for its key staff and actively manages any key staff dependencies;
3. Staff of the Supplier must have the required knowledge and experience to conduct their roles properly;
4. The Supplier actively ensures its staff are made familiar with the project as described in the contract between Supplier and Purchaser, and the values and the mission of the SRTF;
5. The Supplier takes appropriate measures to ensure adequate qualification of its staff (like, for example, training plans and job rotation);
6. Supplier staff is paid adequately based on required skills and performance;
7. Supplier staff are employed and remunerated according to pertinent law and in line with the standards of the International Labour Organisation;
8. The Supplier commits to provide a healthy and safe workplace and work environment, including safety rules to prevent work place accidents or injuries, to avoid the use of alcohol or other drugs while at work and to prepare emergency measures in case of accidents.

Subcontracting

All 3rd parties the Supplier intends to work with should be disclosed during the proposal phase before signing the contract, specifying clearly who will deliver which part of the SoW. The list of Subcontractors and the services they provide will be added to the Special Contract Conditions. Any subcontracting, even when set up by the Supplier after signing the Contract with the Purchaser, must be presented to the Purchaser 50 calendar days before being contracted and executed between Supplier and Subcontractor, allowing the Purchaser to

⁶ <https://www.kfw.de/PDF/Download-Center/Konzernthemen/Nachhaltigkeit/englisch/Sustainability-requirements-for-KfW-group-procurement.pdf>

perform an assessment of the Subcontractor. The Purchaser has to confirm the subcontracting.

The Supplier may subcontract the delivery of SoW to other 3rd parties whom the Supplier selects with due care. This means that the Supplier ensures the 3rd party has the required skills, knowledge, experience, organisational and financial capacity and license to perform or deliver the requested SoW. The Supplier actively monitors the performance of any 3rd party sub-delegated to. Intra-group subcontracting on the side of the supplier (between different legal entities of the Supplier organisation) is also considered subcontracting. The Supplier ensures ALL of the Purchaser's rights are fully represented in the contract between the Supplier and the 3rd party.

The Supplier's obligations towards the Purchaser do not change by any form of subcontracting. In particular, all reporting obligations to the Purchaser must be fulfilled by the Supplier. Subcontracting does not change the contractual relationship established by the Contract between Purchaser and Supplier. In particular, the Purchaser does not enter into a contractual relationship with the 3rd parties subcontracted by the Supplier and none of the contractual obligations can be shifted from the Supplier to any 3rd party. Overall, subcontracting by the Supplier can only be done with the approval of the Purchaser and does not change the contractual relation between Purchaser and Supplier and none of the rights, duties and obligations of Purchaser and Supplier defined therein.

Communication, Problem Management and Termination

Communication between the Supplier and the Purchaser shall be carried out as per the channels defined in the Contract.

The Purchaser has the right to terminate or suspend the contract under the following scenarios:

- the Supplier violates applicable law or contract conditions (this relates to all contract conditions, not only to those specified in the appendices);
- barriers are identified that prevent successful delivery by the Supplier (including security issues, lack of funding);
- the Supplier delivery is not in line with the agreed terms and conditions of Appendices A or B or below the agreed quality standards;
- the Supplier sub-delegates SoW provision to a 3rd party, which has not been pre-approved by the Purchaser.

In case of a termination payment will be confined to deliveries provided fully in compliance with terms and conditions as defined in Appendix A.

Termination may be executed for certain parts of the SoW, while other parts shall continue to be delivered as agreed. The Purchaser has the right to decide upon the extent of partly contract termination and the Supplier is obliged to support the orderly termination or hand-over to another Supplier as selected by the Purchaser or back to the Purchaser.

The Supplier may raise **complaints** about the cooperation with the Purchaser with the Purchaser's Compliance department. In addition to this, an Ombudsperson is available to provide conflict resolution and problem-solving services in a confidential manner. Contact details for both are provided on the SRTF website.