



BIDDING DOCUMENTS

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BID No: BID-536-GOO-ICB/20

PROCUREMENT OF FEED SUPPLEMENTATION

Project No.: 18-137-ALP-AG

Project Name: Support for the Recovery of Livestock Production in Northern Aleppo Governorate

Purchaser: General Organization for Fodder (GOF) represented by SRTF for Management Services-Jordan LLC

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General

- Scope of Bid**
- 1.1 The Purchaser (hereinafter called also Recipient or Implementing entity or Beneficiary¹), **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto or other Non-consultant Services as specified in Section VI, Schedule of Requirements. The name and identification number of this Limited International Bidding (LIB) procurement are **specified in the BDS**. The name, identification, and number of lots (if any) are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- Source of Funds**
- 2.1 The Recipient **specified in the BDS** has received financing (hereinafter called “funds”) from the Syria Recovery Trust Fund (hereinafter called “SRTF”) through SRTF For Management Services-Jordan LLC (hereinafter called “SRTF JOR.”) toward the cost of the project **named in the BDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments by SRTF will be made only at the request of the Recipient and upon approval by SRTF JOR. or SRTF in accordance with the terms and conditions of the financing agreement between the Recipient and SRTF JOR. (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the funds.
- Fraud and Corruption**
- 3.1 It is SRTF’s policy to require that Recipients, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under SRTF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.² In pursuance of this policy, SRTF:

¹ Please note: usually the purchaser, the recipient and the beneficiary are the same organisation, however in some cases the procurement procedure will be carried out by the SRTF for Management Services - Jordan LLC on behalf and in the name of the beneficiary/recipient organisation(s). In such cases, this information will be provided in the contractual phase.

² In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁴;
 - (iii) “collusive practice” is an arrangement between two or more parties⁵ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the financial support allocated to a contract if it determines at any time that representatives of the Recipient of the financial support engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient having taken

³ “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 IE, SRTF and KfW staff and employees of other organizations taking or reviewing procurement decisions.

⁴ “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.

⁵ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.

⁶ “Party” refers to a participant in the procurement process or contract execution.

timely and appropriate action satisfactory to SRTF to address such practices when they occur.

3.2 In further pursuance of this policy, Bidders shall permit SRTF to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by SRTF.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. 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.

4.2 Bidders may submit bids, if none of the following reasons for exclusion apply:

(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 as listed in Section V;

or

(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 contracting agency (Implementing Entity) in the host country

and/or state controlled enterprises that are not legally or financially independent.

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

4.4 A Bidder shall not be under suspension from bidding by the SRTF or the Implementing Entity.

4.5 In the implementation of the project a Bidder must adhere to minimum social standards ("Core Labour Standards") ratified by Syria.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**Eligible Goods
and Services**

5.1 All the Goods and Services to be supplied under the Contract and financed by SRTF may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “services” includes services such as transport, insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, 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.

Contents of Bidding Documents

**Sections of
Bidding
Documents**

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification (copy of the question and of the answer will be sent to all bidders), provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated by e mail.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

Preparation of Bids**Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Information Form and Bid Submission Form and the applicable Price Schedules and **Technical specifications compatibility table available under Section VI** – Schedule of Requirements, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Services conform to the Bidding Documents including technical specifications compatibility table;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS.**
- Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Services, using the forms furnished in Section IV, Bidding Forms
- Alternative Bids** 13.1 alternative bids shall be considered. A bidder may submit an alternative bid only with a bid for the base case. The Purchaser shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.

Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the method for their application in the Bid Submission Form. The only applicable condition to the discount refers to the award of two or more lots to the same bidder. Any other condition is not applicable.
- 14.5 The terms EXW, CIP, DAP, DDP and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) the price of the Goods, as specified in the **BDS**.
 - (b) For services related to the goods to be delivered whenever such Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the services (inclusive of any applicable taxes).
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted

shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- Currencies of Bid** 15.1 The Bidder may express the bid price in EUR, US\$ or in another freely convertible currency of any country with the exception of Syria. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but shall use no more than three currencies.
- Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- Documents Establishing the Conformity of the Goods and Related Services** 18.1 To establish the conformity of the Goods and Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements. Additionally, the bidder shall indicate in the technical specifications compatibility table the technical specifications of the offered goods. These technical specifications shall offer performances demonstrating substantial responsiveness to the ones included in the Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Services, demonstrating substantial responsiveness of the Goods and Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Recipient.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified

by the Purchaser in the Schedule of Requirements are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**Documents
Establishing
the
Qualifications
of the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**Period of Validity
of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period, unless it is still expected to expire at least 28 days after the new deadline. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**. Modalities and conditions allowing the bidders to provide a Bid-Securing Declaration are **specified in the BDS**.
- 21.2 The Bid Security shall be calculated according to the methodology **specified in the BDS** and denominated in a freely convertible

currency. In case of bid securities in a convertible currency different from the currency selected by the bidder for its own bid, the exchange rate to be used for the conversion in the currency of the bid is the exchange rate (selling price) of the Financial Institution indicated under ITB 34.1 for the day the bid security has been issued. In this case, a minor variation in the value of the Bid Security, i.e. up to minus 2% of the expected value of the Bid Security will not lead to the exclusion of the bidder.

The Bid Security shall:

- (a) be in the form of a bank guarantee from a banking institution;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. The banking institution issuing the bid security shall have a correspondent financial institution in Turkey.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the number of days indicated in the BDS after the original deadline for submission of the bid, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;

- (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

21.7 If a bid security is not required in the BDS, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Recipient may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**. Bidders disqualified by a Recipient may be disqualified by the SRTF too.

Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” The bidder shall submit an electronic copy of at least the Bid Submission Form, the Price Schedules and technical specifications compatibility tables. In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies

shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**Deadline for
Submission of
Bids**

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**Withdrawal,
Substitution,
and
Modification
of Bids**

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition,

the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is

a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

Evaluation and Comparison of Bids

- Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**Nonconformities,
Errors, and
Omissions**

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**Preliminary
Examination
of Bids**

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21 and 34.1, if applicable.

32.3 The Purchaser may limit the remaining evaluation to the three lowest priced bids (per lot, if applicable) of the bids not rejected after preliminary examination, after correction of arithmetical errors as per clause 31.3, if any, and conversion to a single currency as per clause 34.1, if applicable. If in the course of further evaluation any of the three bids is rejected, the next lowest priced bid shall be added for the evaluation after the preliminary examination.

**Examination of
Terms and
Conditions;
Technical
Evaluation**

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

**Conversion to
Single
Currency**

- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

**Domestic
Preference**

- 35.1 Domestic preference shall not be a factor in bid evaluation.

**Evaluation of
Bids**

- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive, according to the modalities specified in clause 32.3.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids

37.1 The Purchaser shall compare substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

Post qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in

disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- Award Criteria**
- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily.
- Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall publish on the SRTF website, in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) bid prices after correction, if any, and (iv) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

**Signing of
Contract**

- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the full Contract.
- 43.2 Within twenty-eight (28) days of receipt of the full contract, the successful Bidder shall sign, date, and return it to the Purchaser.

**Performance
Security**

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The performance security (in the form of a bank guarantee) will have to be delivered together with the signed contract.

In case of Limited International Bidding (LIB) and a Syrian bidder, exceptionally 10% retention may be applied instead of a Performance Security, but only when the issuing of a Performance Guarantee from a bank is impossible to the satisfaction of SRTF for reasons not related to the Bidder.

- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	<p>The Purchaser is: General Organization for Fodder (GOF) represented by SRTF for Management Services - Jordan LLC</p> <p>(1) Please note: At any rate, the identified Local Implementing Entity will be responsible and liable for the Purchaser’s obligations in the execution of any resulting contract”.</p>
ITB 1.1	<p>The name of this specific bid and identification number of the BID is: BID No: BID-536-GOO-ICB/20 Bid Name: Procurement of Feed Supplementation</p> <p>The number, identification and names of the lots comprising this BID are: Four lots as follows: Lot 1: Feed Supplementation for Cattle Lot 2: Feed Supplementation for Calves Lot 3: Feed Supplementation for sheep and goats – Milk production Lot 4: Feed Supplementation for Sheep and goats – Fattening</p>
ITB 2.1	<p>The name of the project financing this bid is: Project No.: 18-137-ALP-AG Project Name: Support for the Recovery of Livestock Production in Northern Aleppo Governorate</p>
B. Contents of Bidding Documents	
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser’s address is: Attention: Procurement Section by the SRTF for Management Services - Jordan LLC (acting on behalf and in the name of the Implementing Entity) Address: King Abdullah II Street, Khaled Al Daoud centre, 2nd floor Amman, Jordan Telephone: +962 6 5868411 or +962 6 5868412 Email: procurement@srtfund.org</p>

	C. Preparation of Bids
ITB 11.1 (h)	<p><u>In addition to any other requested document</u>, the Bidder shall submit the document listed below. Please note that these documents may do not need to be submitted neither in original nor in certified copy. A simple copy is sufficient in the tender phase. The Purchaser will decide in the contracting phase whether one or more of these documents must be provided in original or in certified copy.</p> <ul style="list-style-type: none"> ▪ Copy of the registration certificate, ▪ Copy of trade license, ▪ Copy of certificate listing the names of the members of the management board as well as the name of the person(s) representing the company, ▪ Copy of a certificate proving that the company is not bankrupt, ▪ Copy of relevant documentation showing that the supplier has at least 3 staff currently employed (e.g. social security documents).
ITB 13.1	<p>Alternative Bids are <u>acceptable</u></p> <p>A bidder may submit an alternative bid with or without a bid for the base case. The Purchaser shall consider bids offered for alternatives as specified in the Technical Specifications of Section VI, Schedule of Requirements All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 36</p>
ITB 14.6	<p>The prices of the Goods shall be quoted as follows:</p> <p>All lots: DDP Oncupinar/ Zero Point</p> <p>As per Incoterms 2010, including any applicable tax, border point export custom clearance, and loading/offloading on Purchaser's truck at Zero Point.</p>
ITB 14.7	The prices quoted by the Bidder shall not be adjustable
ITB 18.3	Warranty: Not Applicable
ITB 19.1 (a)	Manufacturer's authorization is Applicable
ITB 19.1 (b)	After sales service is Applicable
ITB 20.1	The bid validity period shall be one hundred and twenty 120 days
ITB 21.1	Bid security is not required
ITB 21.2	The amount of the Bid Security shall be: Not applicable

ITB 21.7	If the Bidder incurs in any of the actions prescribed in subparagraphs (a) or (b) of this provision, the SRTF may declare the Bidder ineligible to be awarded contracts for a period of two (2) years.
ITB 22.1	In addition to the original of the bid, the number of <u>copies is one (1) Technical Specifications ONLY</u>
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall <u>not</u> have the option of submitting their bids electronically.
ITB 23.1 (b)	Bidders submitting bids electronically shall follow the electronic bid submission procedures: <u>Not Applicable</u>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Bid No.: BID-536-GOO-ICB/20 Bid Name: Procurement of Feed Supplementation The Name and Address of the Bidder
ITB 24.1	For bid submission purposes, the Purchaser's address is: Attention: Procurement Section, SRTF for Management Services-Jordan LLC Address: King Abdullah II Street, Khaled Al Daoud centre, 2 nd floor, Amman, Jordan Telephone: +962 6 5868411 or +962 6 5868412 The deadline for the submission of bids is: Date: <u>28 April 2020</u> Time: 03.00 PM (Jordan time)
ITB 27.1	The bid opening shall take place at: SRTF for Management Services - Jordan LLC (acting on behalf and in the name of General Organization for Fodder (GOF)) Address: King Abdullah II Street, Khaled Al Daoud centre, 2 nd floor, Amman, Jordan Date: <u>28 April 2020</u> Time: 04.00 PM (Jordan time)
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <u>Not Applicable</u>

E. Evaluation and Comparison of Bids	
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted in: EUR</p> <p>A. The source of exchange rate shall be: the European Central Bank, Euro Foreign Exchange rates Euro vs offered currency.</p> <p>The date for the exchange rate shall be: <u>14 April 2020</u></p>
ITB 36.3 (a)	Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
ITB 36.3 (d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) the cost of major replacement components, mandatory spare parts, and service: <u>Not applicable</u></p> <p>(b) the availability in the Purchaser's Country or Jordan, Lebanon and Turkey of spare parts and after-sales services for the equipment offered in the bid: <u>Not applicable</u></p>
ITB 36.6	Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 25 % of value for lot concerned. In case of an increase, the delivery period of the additional part will be negotiated.</p> <p>The maximum percentage by which quantities may be decreased is: 25 % of value for lot concerned.</p>
ITB 42.1	ITB 42.1 is complemented as follows: Following the notification of award as per last paragraph of the clause 36.3 (a) of the BDS, the bidder has <u>(28) calendar days</u> to send back his/her acceptance. If the bidder does not reply within the above-mentioned period or reject the award, the award shall be delivered to the second best and so on.

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 36)
2. Post-qualification Requirements (ITB 38.2)

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

B. Evaluation Criteria

TTB 36.3 (d)

The Purchaser's evaluation of bids will take into account the bid prices quoted in accordance with ITB and BDS 14.6 for goods and services, if any.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- a) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable**
- b) Specific additional criteria: **Not applicable**

C. Post-qualification Requirements

ITB 38.2

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

a) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- Copy of a certificate proving that the company is not bankrupt,

The bidder not meeting the above stated minimum financial capability will be considered non-responsive

b) **Experience**

The Bidder shall furnish documentary evidence that it meets the following experience requirement(s):

At least three (3) staff currently working for the bidder in fields related to this bid per each lot the bidder applies to.

c) **Product Technical Data Sheet**

The Bidder shall furnish product technical data sheets for each item.

Section IV. Bidding Forms

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1. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
BID No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are simple copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.

2. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

BID No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are simple copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

3. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
 BID No.: *[insert number of bidding process]*
 Invitation for Bid No.: *[insert No of IFB]*

To: SRTF for Management Services - Jordan LLC, representing the Implementing Entity

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid (including any tax, if any) is as follows:

Item	Incoterms 2010	Currency (.....)	Currency (.....)	Currency (.....)
Lot # 1	DDP Oncupinar/ Zero Point			
Lot # 2				
Lot # 3				
Lot # 4				

excluding any discounts offered in item (d) below.

- (d) The discounts offered and the methodology for their application are:
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) We confirm that none of the other reasons for exclusion in accordance with ITB Sub-Clauses 4.2, 4.3 and 4.4 apply to our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*
Dated on _____ day of _____, _____ *[insert date of signing]*

4. Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Price & Completion Schedule – Goods

Lot #	Description of Goods	Country of Origin	Unit	Quantity	Unit price (EUR)	Total Price (EUR)
1	Feed Supplementation for cattle		Tons	2,600		
2	Feed supplementation for calves		Tons	600		
3	Feed Supplementation for sheep and goats – Milk production		Tons	2,000		
4	Feed Supplementation for Sheep and goats- Fattening		Tons	2,000		
Total Price (EUR)						

Prices quoted are: for all lots DDP Oncupinar/ Zero Point as per Incoterms 2010, including any applicable tax, border point export custom cleared and loaded on the purchaser's truck.

Quotation authorized by:

Signature: _____ Name: _____

Position: _____ Date: _____

Authorized for and on behalf of: _____ (dd/mm/yy)

Company: _____

5. Manufacturer's Authorization:

*[If deemed advisable by the Purchaser, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**. However it is not necessary to include an original, a simple copy is enough.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
BID No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: SRTF for Management Services - Jordan LLC, representing the implementing entity

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Place: *[insert place of signature]*

Date: *[insert date of signing]*

Section V. 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 1 (i) and (ii) above, at the present time SRTF Donors 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.

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	41
2. Technical Specifications and Compatibility Table.....	42
3. Inspections and Tests.....	50

1. List of Goods and Delivery Schedule

Delivery shall be according to the following schedule:

Lot	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Schedule (as per Incoterms)
1	Feed Supplementation for Cattle	1300	Ton	DDP Oncupinar/ Zero Point	July, 2020
		1300			November, 2020
2	Feed Supplementation for Calves	300	Ton	DDP Oncupinar/ Zero Point	July, 2020
		300			November, 2020
3	Feed Supplementation for Goat and Sheep (Milk)	1000	Ton	DDP Oncupinar/ Zero Point	July, 2020
		1000			November, 2020
4	Feed Supplementation for Sheep and Goat (Fattening)	1000	Ton	DDP Oncupinar/ Zero Point	July, 2020
		1000			November, 2020

2. Technical Specifications and Compatibility Table

General Comments: Bidder shall furnish a clause-by-clause commentary on the requirements below in column 3 of this technical specification table. Bidder must comment with texts such as "Yes", "Complied", or "Refer to catalogue". Copying texts directly from the technical specifications form, leave any parameter line blank and/or submit any text or content of this nature may be considered as **NON-RESPONSIVE**.

Lot No.1: Feed Supplementation for Cattle

TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE																																																
1	2	3	4																																													
No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents																																													
A	No. 1																																															
1	Feed Supplementation for Dairy Cattle	Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:																																														
2	Application: Compound cattle feed to enhance milk production and cow productivity																																															
3	Shelf Life: Minimum 1 year																																															
4	Packaging: Minimum 50Kg bag Labeling: As per standard of country of origin in compliance to ISO 22002 certification																																															
B	ACCESSORIES AND CONSUMABLES																																															
C	STANDARD REQUIREMENTS AND INSTRUCTIONS																																															
1	Composition of compound pelletized feed for Dairy Cows, specifications on Dry Matter basis: <table border="1" data-bbox="245 1527 767 2007"> <thead> <tr> <th>Nutrients</th> <th>Unit</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Crude Protein</td> <td>%</td> <td>16.50</td> </tr> <tr> <td>Crude Fibre</td> <td>%</td> <td>4 - 6</td> </tr> <tr> <td>Crude Fat</td> <td>%</td> <td>3.00</td> </tr> <tr> <td>RDP</td> <td>%</td> <td>11.00</td> </tr> <tr> <td>RUP</td> <td>%</td> <td>5.00</td> </tr> <tr> <td>Sulfur</td> <td>%</td> <td>0.19</td> </tr> <tr> <td>Mg</td> <td>%</td> <td>0.20</td> </tr> <tr> <td>Na</td> <td>%</td> <td>0.45</td> </tr> <tr> <td>Vitamin A</td> <td>IU/kg</td> <td>8,000.00</td> </tr> <tr> <td>Vitamin D3</td> <td>IU/kg</td> <td>1,700.00</td> </tr> <tr> <td>Vitamin E</td> <td>mg/kg</td> <td>65,000.00</td> </tr> <tr> <td>Cu (sulphate)</td> <td>mg/kg</td> <td>5.00</td> </tr> <tr> <td>Cu (organic)</td> <td>mg/kg</td> <td>8.00</td> </tr> <tr> <td>Zn (sulphate)</td> <td>mg/kg</td> <td>85.00</td> </tr> </tbody> </table>	Nutrients	Unit	Amount	Crude Protein	%	16.50	Crude Fibre	%	4 - 6	Crude Fat	%	3.00	RDP	%	11.00	RUP	%	5.00	Sulfur	%	0.19	Mg	%	0.20	Na	%	0.45	Vitamin A	IU/kg	8,000.00	Vitamin D3	IU/kg	1,700.00	Vitamin E	mg/kg	65,000.00	Cu (sulphate)	mg/kg	5.00	Cu (organic)	mg/kg	8.00	Zn (sulphate)	mg/kg	85.00		
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TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE					
1	2			3	4
No.	ITEM NAME & DESCRIPTION			BIDDER'S OFFER	Ref. page no of Supporting Documents
	Zn (organic)	mg/kg	24.00		
	Mn (sulphate)	mg/kg	90.00		
	Mn (organic)	mg/kg	13.00		
	Se (organic)	mg/kg	0.48		
	Co (sulphate)	mg/kg	0.83		
	Co (organic)	mg/kg	0.83		
	Fe	mg/kg	20.00		
	I (organic)	mg/kg	1.60		
	Yeast	mg/kg	930.00		
3	Free of modified and reactive materials				
4	Free of Aflatoxins				
5	Free of Mold, Insect injuries and foreign substances.				
6	Pelletized form				
7	Components must be produced in 2020				
9	Free of urea Components.				
8	Product must comply with animal feed safety standards adopted by: -Food and Agriculture Organization (FAO) -The EU				
10	Form: Crushed then Compact capsule				
D	NOTE				
1	Bidders may propose any product/system, which is equivalent or better than the requirements specified above.				
E	DOCUMENTATION				
1	Supplier should provide the following documents:				
1.1	Product technical data sheet that specifying Feed Composition				
1.2	Certificate of compliance to health and safety standard from designated authority.				
1.3	Test analysis proving that product complies with the technical specifications and composition mentioned above.				

Name/Signature: _____ stamp :

Lot 2: Feed Supplementation for Calves

TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE																																																									
1	2	3	4																																																						
No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents																																																						
A	No. 2																																																								
1	Feed supplementation for calves	Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:																																																							
2	Application: Calves Feed Compounds to enhance health of calves and weight gain.																																																								
3	Shelf Life: Minimum 1 year																																																								
4	Packaging: Minimum 50Kg bag Labeling: As per standards of country of origin																																																								
B	ACCESSORIES AND CONSUMABLES																																																								
C	STANDARD REQUIREMENTS AND INSTRUCTIONS																																																								
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TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE			
1	2	3	4
No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents
8	Product must comply with animal feed safety standards adopted by: -Food and Agriculture Organization (FAO) -The EU		
10	Form: crushed then Compact capsule		
D	NOTE		
1	Bidders may propose any product/system, which is equivalent or better than the requirements specified above.		
E	DOCUMENTATION		
1	Supplier should provide the following documents:		
1.1	Product technical data sheet specifying Composition		
1.2	Certificate of compliance to health and safety standard from designated authorit		
1.3	Test analysis proving that product complies with the technical specifications and composition mentioned above		

Name/Signature: _____ stamp :

Lot3: Feed Supplementation for sheep and goats – Milk production

TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE																																																												
1	2	3	4																																																									
No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents																																																									
A	No. 3																																																											
1	Feed Supplementation for sheep and goats – Milk production	Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:																																																										
2	Application: Compound feed for dairy sheep & goat to enhance milk production, maintain health and increase productivity																																																											
3	Shelf Life: Minimum 1 year																																																											
4	Packaging: Minimum 50Kg bag Labeling: As per standard of country of origin.																																																											
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No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents
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9	Free of urea Components.		
10	Form: Crushed then Compact capsule		
D	NOTE		
1	Bidders may propose any product/system, which is equivalent or better than the requirements specified above.		
E	DOCUMENTATION		
1	Supplier should provide the following documents:		
1.1	Product technical data sheet specifying product composition		
1.2	Certificate of compliance to health and safety standard from designated authority.		
1.3	Test analysis proving that product complies with the technical specifications and composition mentioned above		

Name/Signature: _____ stamp :

Lot4: Feed Supplementation for Sheep and goats- Fattening

TECHNICAL SPECIFICATION AND COMPATIBILITY TABLE																																																									
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No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents																																																						
A	No. 4																																																								
1	Feed Supplementation for Sheep and goats- Fattening	Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:																																																							
2	Application: Compound feed for fattening sheep and goats to enhance weight gain.																																																								
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No.	ITEM NAME & DESCRIPTION	BIDDER'S OFFER	Ref. page no of Supporting Documents
	-Food and Agriculture Organization (FAO) -The EU		
9	Free of urea Components.		
10	Form: Crushed then Compact capsule		
D	NOTE		
1	Bidders may propose any product/system, which is equivalent or better than the requirements specified above.		
E	DOCUMENTATION		
1	Supplier should provide the following documents:		
1.1	Product technical data sheet specifying Composition		
1.2	Certificate of compliance to health and safety standard issued from designated authority.		
1.3	Test analysis proving that product complies with the technical specifications and composition mentioned above.		

Name/Signature: _____ stamp :

3. Inspections and Tests

The following inspections and tests shall be performed:

In the country of origin: Supply of feed must be accompanied by the Supplier's certification of the product as per country's Institution responsible for "Measures and Standards". Also the Manufacturer must be compliant to the International Feed Industry Federation (IFIF).

At port of arrival: Test analysis by a third-party Inspection Company (paid by the supplier) is required proving that the product complies with the technical specifications and composition mentioned above. Sampling will be carried out in the presence of the Implementing Entity and / or an SRTF representative.

PART 3 - Contract

Section VII. General Conditions of Contract

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Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “SRTF” means the Syria Recovery Trust Fund
 - (b) SRTF for Management Services-Jordan LLC acting as Management Unit for SRTF.
 - (c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (e) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (f) “Day” means calendar day.
 - (g) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (h) “GCC” means the General Conditions of Contract.
 - (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (j) “Recipient’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (l) “Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and/or other non-consultant services obligations of the Supplier under the Contract.
 - (m) “SCC” means the Special Conditions of Contract.
 - (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.
 - (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (p) “The Project Site,” where applicable, means the place named in the **SCC**.

- Contract Documents** 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- Fraud and Corruption** 3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.
- (a) For the purposes of this Sub-Clause:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁸;
 - (iii) "collusive practice" is an arrangement between two or more parties⁹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

⁷ "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.

⁸ "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.

⁹ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

¹⁰ "Party" refers to a participant in the procurement process or contract execution.

- (bb) acts intended to materially impede the exercise of SRTF's inspection and audit rights provided for under Clause 11 [Inspections and Audits by SRTF].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR, DAP, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language	5.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	5.2	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
Joint Venture, Consortium or Association	6.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
Eligibility	7.1	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	7.2	All Goods and Services to be supplied under the Contract and financed by SRTF shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
	7.3	The Supplier and its Subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.
	7.4	In the implementation of the project the Supplier must adhere to minimum social standards (“Core Labour Standards”) ratified by Syria.
Notices	8.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of Germany with place of performance Jordan, unless otherwise specified in the SCC.
Settlement of Disputes	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- Inspections and Audit by SRTF**
- 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, SRTF and/or persons appointed by SRTF to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by SRTF if requested by SRTF. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of SRTF's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.
- Scope of Supply**
- 12.1 The Goods and Services to be supplied shall be as specified in the Schedule of Requirements.
- Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**
- Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**
- Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

Part 3 – Contract

Section IX – Contract Forms

- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the special account maintained by SRTF for Management Services – Jordan LLC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract. The date of completion of the Supplier's performance obligations under the contract is the last day of validity of the warranty, unless specified otherwise in the **SCC**.

Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**Confidential
Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with SRTF or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**Specifications and
Standards**

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

Transportation

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

Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and
Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to

GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods and Services that are complete and, for goods, ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect:

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

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of SRTF that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

37.2 The Supplier shall ensure full compliance with United Nations Security Council Resolutions, applicable EU-Council Resolutions or applicable United States financial and economic sanctions;

37.3 The Supplier shall ensure that it does not engage in any dealings with Specially Designated Nationals (as identified and published by the U.S: Department of Treasury) in all of its activities, including in connection with implementation of this Contract;

37.4 The following expenditures may not be procured under this Contract:

(a) goods and facilities serving transnational criminal activities;

(b) luxury goods for personal needs;

(c) weapons for any purpose nor any goods, services, facilities or other assistance serving military purposes;

(d) any goods, services, facilities or other assistance to any armed actor if any Party has credible information that such actor has committed gross human rights abuses;

(e) plant protection agents and pesticides categorized as banned or severely restricted under the applicable PIC procedure to the FAO Codex;

(f) narcotic drugs, psychotropic substances and the substances listed in the Annex to the United Nations Convention of 20 December 1988 against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, as applicable, insofar as they are used to produce narcotic drugs or psychotropic substances (Until the

Annexes to the 1988 Convention are amended accordingly, the list of chemicals attached to the Final Report of the Chemical Action Task Force shall apply.);

(h) asbestos, as well as substances and products containing asbestos; and

(g) the following goods and substances hazardous to the environment:

- hydro chlorofluorocarbons and halons as well as other substances subject to the Montreal Protocol on Substances that Deplete the Ozone Layer and the facilities for their production or use,
- substances listed in Annex I of Council Regulation (EEC) No. 2455/92 of 23 July 1992 concerning the export of certain dangerous chemicals.

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

37.6 The Supplier shall promptly make available to the Purchaser and to the SRTF-Management Services Jordan LLC on demand all information and documents which the SRTF-Management Services Jordan LL 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.

In entering into and implementing this Contract the Supplier acts in its own name and for its own account. With regard to the applicable laws, including the laws of the country of incorporation of the Supplier and any other applicable law, the Supplier shall ensure that:

a) the Supplier's own resources or the amounts invested in the financing this contract will not be of illicit origins and, in particular, this list being nonexhaustive, will not be linked to drug trafficking, corruption, organized criminal activity or terrorism;

b) the capital of the Supplier will not at any time be of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism; and

c) the Supplier will not be engaged in the acquisition, possession or use of property that is of illicit origins and, in particular, this list being nonexhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism.

Section VIII. Special Conditions of Contract

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

GCC 1.1 (j)	The Recipient’s country is: Syria
GCC 1.1 (k)	<p>The Purchaser is (1): General Organization for Fodder (GOF) represented by SRTF for Management Services - Jordan LLC.</p> <p>(1) Please note: At any rate, the identified Local Implementing Entity will be responsible and liable for the Purchaser’s obligations in the execution of any resulting contract”.</p> <p>Also in case SRTF signs the Contract on behalf of and in the name of the Purchaser, the Purchaser is responsible and liable for the Purchaser’s obligations in the execution of the Contract.</p>
GCC 1.1 (p)	The Project Site(s)/ Final Destination is for all lots: DDP Oncupinar/ Zero Point
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010
GCC 5.1	The language shall be: English
GCC 8.1	<p>For notices, the Purchaser’s address shall be:</p> <p>Attention: Procurement Section by the SRTF for Management Services - Jordan LLC (acting on behalf and in the name of the Implementing Entity)</p> <p>Address: King Abdullah II Street, Khaled Al Daoud centre, 2nd floor, Amman, Jordan</p> <p>Telephone: +962 6 5868411 or +962 6 5868412</p> <p>Email: procurement@srtfund.org</p>
GCC 10.2	All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier before the shipping of Goods from the supplier premises are:</p> <ul style="list-style-type: none"> i. One copy of the Supplier's invoice showing goods description, quantity, unit price, total amount; ii. One copy of packing list identifying contents of each case or package; iii. Test Analysis Reports requested under GCC 26.1 below

	<p>Details of Shipping and other Documents to be furnished by the Supplier before the delivery of Goods to the delivery point are:</p> <ul style="list-style-type: none"> iv. Three original of the Supplier's invoice showing goods description, quantity, unit price, total amount; v. One original of packing list identifying contents of each case or package; vi. Test Analysis Reports requested under GCC 26.1 below <p>If the documents are not received as per above, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment shall be made in EURO in the manner stated below.</p> <p>Payment shall be made by bank transfer.</p> <ul style="list-style-type: none"> (i) <u>Pre-payment (If so requested by the Supplier):</u> Forty (40%) percent of the <u>contract price</u> shall be paid within (30) thirty days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until all Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser. (ii) <u>On Delivery:</u> Sixty (60%) percent of the <u>delivered goods</u> price shall be paid within (30) thirty days of date of delivery of Goods, and upon submission of claim by the supplier and as soon as the Purchaser confirms their delivery by acceptance certificate. If pre-payment was not made, the applicable percentage is one hundred (100%) percent within thirty (30) days.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate that shall be applied is 3%.
GCC 18.1	A Performance Security shall <u>not be required</u>
GCC 18.3	Not Applicable

<p>GCC 23.2</p>	<p>“Feed Supplementation” should be marked with the resulting contract number and title. (the contract number and title will be provided to the supplier in the contracting phase.)</p> <p>The supplier should provide two copies of packing list with the packages (one copy within the packages and another one outside of the packages) along with the following documents:</p> <ul style="list-style-type: none"> i. One copy of the Supplier's invoice showing goods description, quantity, unit price, total amount;
<p>GCC 24.1</p>	<p>The insurance coverage shall be as specified in the Incoterms.</p>
<p>GCC 25.1</p>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
<p>GCC 26.1</p>	<p>The following inspections and tests shall be performed:</p> <p>In the country of origin: Supply of feed must be accompanied by the Supplier’s certification of the product as per country’s Institution responsible for “Measures and Standards”. Also the Manufacturer must be compliant to the International Feed Industry Federation (IFIF).</p> <p>At port of arrival: Test analysis by a third-party Inspection (paid by the supplier) Company is required proving that the product complies with the technical specifications and composition mentioned above. Sampling will be carried out in the presence of the Implementing Entity and / or an SRTF representative</p>
<p>GCC 26.2</p>	<p>The Inspections and tests shall be conducted at the supplier’s premises.</p>
<p>GCC 27.1</p>	<p>The liquidated damage shall be: 0.05% of the price of the delayed goods and/or services per calendar day</p> <p>The maximum amount of liquidated damages shall be: 10% of the price of the delayed goods and/or services</p>
<p>GCC 28.3</p>	<p>The period of validity of the Warranty shall be: Not Applicable</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be determined in the contracting phase.</p>
<p>GCC 28.5</p>	<p>The period for repair or replacement shall be: 60 days.</p>

Section IX. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made on

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications Compatibility Table) as accepted based upon bid evaluation
 - (e) The Supplier’s Bid and original Price Schedules as accepted based upon bid evaluation
 - (f) The Purchaser’s Notification of Award

(g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Bank Guarantee for Advance Payment

Address of guarantor bank:

.....
.....

Address of beneficiary (contracting agency):

.....
.....

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

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

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

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

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

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

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of (contracting agency/project-executing agency)

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

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

.....
Place, date

.....
Guarantor

3. Peşin Ödeme için Banka Garantisi

Garantör Bankanın Adresi:

.....
.....

Faydalananın Adresi (sözleşmeci kuruluş):

.....
.....

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

Bu sözleşmenin hükümlerine göre, Yüklenici tutarında sözleşme fiyatının
yüzde'na eşit peşin ödeme alacaktır.

Biz aşağıda imzası bulunan (banka), yukarıda bahsi geçen sözleşme
kapsamındaki tüm itiraz ve savunmalardan feragat ederek iş bu belge ile dönülmez bir şekilde
ve bağımsız olarak size ilk yazılı talebinizde Yükleniciye ödenen peşinatın herhangi bir
tutarını Yüklenicinin yukarıdaki sözleşmeyi usulüne uygun olarak yerine getirmediğini beyan
eden yazılı beyanınız karşılığında toplam (yazı ile:) tutara
kadar ödeme yapmayı garanti ediyoruz.

Bu garanti peşin ödeme Yüklenicinin hesabına alacak olarak kaydedilir edilmez yürürlüğe
girecektir.

Bu Garanti otomatik olarak gerçekleştirilen ödemeler doğrultusunda oransal olarak
azaltılacaktır.

Bu garanti kapsamındaki herhangi bir talep durumunda, ödeme
..... (projeyi yürüten kuruluş/sözleşmeci kuruluş) hesabına KfW,
Frankfurt am Main, BIC: KFWIDEF, IBAN: DE53 5002 0400 3800 0000 00) 'e yapılacaktır.

Bu garanti Tarihinde sona erecektir. Bu tarihe kadar
mektupla veya kodlanmış telekomünikasyon ile herhangi bir ödeme talebini almamız gerekir.

Bu Garantiyi bize bitim tarihinde veya burada belirtilen toplam tutarın mahsuplaşmasından
sonra iade edeceğimiz anlaşılmıştır.

.....

.....

Yer, tarih

Garantör