



## **Bidding Documents for Procurement of “XXX”**

<b>Date:</b>	Xxx
<b>Procurement Ref.:</b>	Xxx
<b>Project No.:</b>	Xxx
<b>Project Title:</b>	Xxx
<b>Implementing Entity:</b>	Xxx
<b>Representing Purchaser:</b>	SRTF for Management Services - Jordan LLC (Not for Profit) / Registration No. 760

## Invitation Letter

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

The aforementioned Implementing Entity has received financing from the Syria Recovery Trust Fund administered by the SRTF for Management Services-Jordan LLC and intends to apply the proceeds of this financing to eligible payments under the contract for which this Request for Bids is issued. This procurement process will be conducted in accordance with the SRTF Operations and Procurement Manuals and the procedures described herein, which, in any case, prevail.

**Preparation of Bids:** You are requested to bid for the item(s) by completing, signing and returning the Bid Submission Form. The standard form may be retyped for completion but the Bidder is responsible for their accurate reproduction.

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

<b>Date of Deadline:</b>	Xxx
<b>Time of Deadline:</b>	13:00 (Jordan Time)
<b>Address of the Purchaser:</b>	Procurement Section of SRTF - <b>BID BOX</b> King Abdullah II Street, 367, Khaled Al Daoud centre 2 <sup>nd</sup> floor, Amman - Jordan
<b>Telephone:</b>	+962 6 5868411 or +962 6 5868412
<b>Email for Clarifications:</b>	<a href="mailto:procurement@srtfund.org">procurement@srtfund.org</a>
<b>Inner and Outer Envelope Marking</b>	The name and address of the Bidder on all envelopes Bid No.: <b>BID-xxx-GOO-LIB/22</b> Bid Name: <b>xxx</b>

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

1. In accordance with applicable SRTF Procurement Guidelines SRTF permits firms and individuals from all countries to offer goods, works and services for SRTF-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
  - i. participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or
  - ii. any import of goods from that Country or any payments to persons or entities in that Country is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or
  - iii. the bidder is legally barred from the procurement process in its own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition

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

Any resulting contract awarded shall be by placement of a Contract, including as annexes the bid, the technical specification, and the schedule of requirements.

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

Any queries should be addressed to the Implementing Entity at the address given above. Please prepare and submit your bid, or inform the undersigned if you will not be submitting a bid.

Best regards,

**Omar Mehyar**

SRTF Management Services-Jordan LLC

## **Section I: Instructions to Bidders**

<b>Scope of Bid</b>	<p>1.1 The Purchaser (hereinafter called also Recipient or Implementing entity or Beneficiary<sup>1</sup>), <b>indicated in the Invitation Letter</b>, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto or other Non-consultant Services as specified in Section II, Bidding Forms. The name and identification number of this Limited International Bidding (LIB) procurement are <b>specified in the Invitation Letter</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>Source of Funds</b>	<p>2.1 The Recipient <b>specified in the Invitation Letter</b> has received financing (hereinafter called “funds”) from the Syria Recovery Trust Fund (hereinafter called “SRTF”) through <u>SRTF For Management Services-Jordan LLC</u> (hereinafter called “<u>SRTF JOR.</u>”) toward the cost of the project <b>named in the Invitation Letter</b>. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> <p>2.2 Payments by SRTF will be made only at the request of the Recipient and upon approval by <u>SRTF JOR.</u> or SRTF in accordance with the terms and conditions of the financing agreement between the Recipient and <u>SRTF JOR.</u> (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.</p>
<b>Fraud and Corruption</b>	<p>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.<sup>2</sup> In pursuance of this policy, SRTF:</p> <ul style="list-style-type: none"> <li>(a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> <li>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>3</sup>;</li> <li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or</li> </ul> </li> </ul>

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> “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.

	<p>attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>4</sup>;</p> <p>(iii) “collusive practice” is an arrangement between two or more parties<sup>5</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>6</sup>;</p> <p>(v) “obstructive practice” is</p> <p>(a) 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</p> <p>(b) acts intended to materially impede the exercise of SRTF’s inspection and audit rights.</p> <p>(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;</p> <p>(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 timely and appropriate action satisfactory to SRTF to address such practices when they occur.</p> <p>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.</p> <p>3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.</p>
<p><b>Eligible Bidders</b></p>	<p>4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in the <b>Invitation Letter</b>, 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.</p> <p>4.2 Bidders may submit bids, if none of the reasons (stated in the Invitation Letter, Eligible Countries) for exclusion apply.</p>

<sup>4</sup> “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.

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

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

	<p>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.</p> <p>4.4 A Bidder shall not be under suspension from bidding by the SRTF or the Implementing Entity.</p> <p>4.5 In the implementation of the project a Bidder must adhere to minimum social standards ("Core Labour Standards") ratified by Syria.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
<p><b>Eligible Goods and Services</b></p>	<p>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 the <b>Invitation Letter</b>, Eligible Countries.</p> <p>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.</p> <p>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.</p>
	<p><b>Contents of Bidding Documents</b></p>
<p><b>Sections of Bidding Documents</b></p>	<p>6.1 The Bidding Documents consist of Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.</p> <p><b>Bidding Procedures:</b></p> <ul style="list-style-type: none"> <li>(a) Section I. Instructions to Bidders (ITB)</li> <li>(b) Section II. Bidding Forms</li> <li>(c) Section III. General Conditions of Contract (GCC)</li> <li>(d) Section IV. Special Conditions of Contract (SCC)</li> <li>(e) Section V. Contract Forms</li> <li>(f) Section VI. Bank Guarantee Template</li> </ul> <p>6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.</p> <p>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.</p> <p>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.</p>

<b>Clarification of Bidding Documents</b>	7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address <b>specified in the invitation letter</b> . 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.
<b>Amendment of Bidding Documents</b>	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated by e mail.</p> <p>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 23.2</p>
<b>Preparation of Bids</b>	
<b>Cost of Bidding</b>	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.
<b>Language of Bid</b>	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 <b>in English</b> . 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.
<b>Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Information Form and Bid Submission Form and <b><u>Technical specifications compatibility table available under Section II</u></b> – Bidding Forms, in accordance with ITB Clauses 12, 14, and 15;</li> <li>(b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;</li> <li>(c) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;</li> <li>(d) documentary evidence in accordance with ITB Clause 17, that the Goods and Services to be supplied by the Bidder are of eligible origin;</li> <li>(e) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Services conform to the Bidding Documents including technical specifications compatibility table;</li> <li>(f) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted.</li> </ul>
<b>Bid Submission Forms</b>	12.1 All forms under Section II, Bidding Forms 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.

<b>Alternative Bids</b>	13.1 Alternative bids shall be considered. <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>Bid Prices and Discounts</b>	<p>14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.</p> <p>14.2 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.</p> <p>14.3 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.</p> <p>14.4 Prices shall be quoted as specified in the Bid Submission Form included in Section II, 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 the Invitation Letter, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with the Eligible Countries. Prices shall be entered in the following manner:</p> <ul style="list-style-type: none"> <li>(a) the price of the Goods,</li> <li>(b) for services related to the goods to be delivered whenever such Services are specified in the Bid Submission Form:</li> <li>(c) the price of each item comprising the services (inclusive of any applicable taxes).</li> </ul> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price bid shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 29. However, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price bid shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). 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.</p>
<b>Currencies of Bid</b>	15.1 The Bidder may express the bid price in EUR, USD or in another freely convertible currency of any country with the exception of Syria.
<b>Documents Establishing the Eligibility of the Bidder</b>	16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section II, Bidding Forms.

<b>Documents Establishing the Eligibility of the Goods and Related Services</b>	<p>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 Bid Submission Form, included in Section II, Bidding Forms.</p>
<b>Documents Establishing the Conformity of the Goods and Related Services</b>	<p>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 II, Bidding Forms. 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 their responsiveness.</p> <p>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 Bid Submission Form.</p> <p>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 of warranty (if applicable) following commencement of the use of the goods by the Recipient.</p> <p>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 Bid Submission Form 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 Bid Submission Form.</p>
<b>Documents Establishing the Qualifications of the Bidder</b>	<p>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:</p> <p>(a) 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.</p>
<b>Period of Validity of Bids</b>	<p>20.1 Bids shall remain valid for the period <b>120 days</b> 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.</p> <p>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. A</p>

	Bidder granting the request shall not be required or permitted to modify its bid.
<b>Format and Signing of Bid</b>	<p>21.1 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 1 copy of the bid and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>21.2 The original and the copy 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.</p> <p>21.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
	<b>Submission and Opening of Bids</b>
<b>Submission, Sealing and Marking of Bids</b>	<p>22.1 Bidders may always submit their bids by mail or by hand.</p> <p>(a) Bidders submitting bids by mail or by hand, shall enclose the <b>Technical and Financial Bid</b>, including alternative bids, if permitted in accordance with ITB Clause 13, <b><u>in separate sealed envelopes</u></b>, duly marking the envelopes as "TECHNICAL" and "FINANCIAL." These envelopes containing the technical and financial bids shall then be enclosed in one single outer envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.</p> <p>22.2 The inner envelopes (both the Technical and Financial) and outer envelopes shall:</p> <p>(a) Bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;</p> <p>(c) bear the specific identification of this bidding process indicated in ITB 1.1;</p> <p>(d) bear a warning not to open before the time and date for bid deadline, in accordance with ITB Sub-Clause 23.1.</p> <p>(e) for tracking purposes, Courier tracking number should be emailed to <a href="mailto:procurement@srtfund.org">procurement@srtfund.org</a> prior to the deadline.</p> <p>22.3 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.</p>
<b>Deadline for Submission of Bids</b>	<p>23.1 Bids must be received by the Purchaser at the address and no later than the deadline date and time <b>specified in the Invitation Letter</b>.</p> <p>23.2 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.</p>

<b>Late Bids</b>	24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>Withdrawal, Substitution, and Modification of Bids</b>	<p>25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 21.2, (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:</p> <ul style="list-style-type: none"> <li>(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</li> <li>(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.</li> </ul> <p>25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.</p> <p>25.3 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.</p>
<b>Bid Opening</b>	<p>26.1 The Purchaser shall conduct the bid opening process following standard international practice by an internal committee.</p> <p>26.2 All outer envelopes shall be opened one at a time, the envelope labeled <b>Technical</b>, bearing the name of the Bidder; and any other details as the Purchaser may consider appropriate shall be recorded in minutes. Financial offers shall be kept closed until technically complying bids have been identified.</p> <p>26.3 All <b>Financial</b> envelopes shall then be opened one at a time, the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; and any other details as the Purchaser may consider appropriate shall be recorded in minutes. Only discounts and alternative offers recorded in the minutes shall be considered for evaluation.</p> <p>26.4 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.</p>
	<b>Evaluation and Comparison of Bids</b>
<b>Confidentiality</b>	27.1 Information relating to the examination, evaluation, comparison 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.

	<p>27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation and comparison of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>27.3 Notwithstanding ITB Sub-Clause 27.2, 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.</p>
<b>Clarification of Bids</b>	<p>28.1 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 30.</p>
<b>Responsiveness of Bids</b>	<p>29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>29.2 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:</p> <ul style="list-style-type: none"> <li>(a) affects in any substantial way the scope, quality, or performance of the Goods and Services specified in the Contract; or</li> <li>(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</li> <li>(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>29.3 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.</p>
<b>Nonconformities, Errors, and Omissions</b>	<p>30.1 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.</p> <p>30.2 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.</p> <p>30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

	<p>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;</p> <p>(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</p> <p>(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.</p> <p>30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.</p>
<b>Preliminary Examination of Bids</b>	<p>31.1 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.</p> <p>31.2 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.</p> <p>(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;</p> <p>31.3 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 30.3, if any, and conversion to a single currency as per clause 33.1, 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.</p>
<b>Examination of Terms and Conditions; Technical Evaluation</b>	<p>32.1 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.</p> <p>32.2 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 II, Bidding Forms have been met without any material deviation or reservation.</p> <p>32.3 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 29, it shall reject the Bid.</p>
<b>Conversion to Single Currency</b>	<p>33.1 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 <b>EURO</b>, using the selling exchange rates established by the <b>European Central Bank, two (2) weeks</b> prior to the <b>Bid Deadline</b>.</p>
<b>Domestic Preference</b>	<p>34.1 Domestic preference shall not be a factor in bid evaluation.</p>

<p><b>Evaluation of Bids</b></p>	<p>35.1 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 31.3.</p> <p>35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 35. No other criteria or methodology shall be permitted.</p> <p>35.3 To evaluate a Bid, the Purchaser shall consider the following:</p> <p>(a) <b>evaluation will be done for</b></p> <table border="1" data-bbox="592 555 954 674"> <tr> <td><b>Items</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>or</b></td> </tr> <tr> <td><b>Lots</b></td> <td><input type="checkbox"/></td> </tr> </table> <p>and the Bid Price as quoted in accordance with clause 14;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;</p> <p>(d) adjustments due to the application of a margin of preference, in accordance with ITB Clause 34 if applicable.</p> <p>35.4 The Purchaser’s evaluation of a bid will exclude and not take into account:</p> <p>(a) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>35.5 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 and suppliers rating according to the Supplier Database.</p> <p>35.6 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 as specified in ITB 35.3 (a).</p>	<b>Items</b>	<input type="checkbox"/>	<b>or</b>		<b>Lots</b>	<input type="checkbox"/>
<b>Items</b>	<input type="checkbox"/>						
<b>or</b>							
<b>Lots</b>	<input type="checkbox"/>						
<p><b>Comparison of Bids</b></p>	<p>36.1 The Purchaser shall compare substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.</p>						
<p><b>Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids</b></p>	<p>37.1 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.</p>						
<p><b>Award of Contract</b></p>							
<p><b>Award Criteria</b></p>	<p>38.1 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.</p>						

<b>Purchaser's Right to Vary Quantities at Time of Award</b>	39.1 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 II, Bidding Forms, provided this does not exceed the <b>25%</b> percent, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
<b>Notification of Award</b>	<p>40.1 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.</p> <p>40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>40.3 Upon the successful Bidder's furnishing of the signed Contract Form, the Purchaser will promptly notify each unsuccessful Bidder.</p>
<b>Signing of Contract</b>	<p>41.1 Promptly after notification, the Purchaser shall send the successful Bidder the full Contract.</p> <p>41.2 Within twenty-eight (28) days of receipt of the full contract, the successful Bidder shall sign, date, and return it to the Purchaser.</p>
<b>Performance Security</b>	<p>42.1 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 a 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.</p> <p>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.</p> <p>42.2 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. 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.</p>

## Section II: Bidding Forms

### A. 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:	
BID No.:	

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 the following Goods and Related Services \_\_\_\_\_ [insert a brief description of the Goods and Related Services];

(c) The prices of our Bid (including any tax, if any) is as follows:

Schedule of Requirements						
#	Description of Goods	Country of Origin	Unit	Quantity	Unit Price (EUR)	Total Price (EUR)
1	xxx		xxx	xxx		
2	xxx		xxx	xxx		
3			xxx	xxx		
Total (EUR) delivered DDP xxx						
Within xx (xx) days from the date of Signing the Contract						

Prices quoted are in accordance with Incoterms 2010, including any applicable tax, with additional service: border point export custom cleared **and offloading at the final destination.**

excluding any discounts offered in item (d) below.

(a) The discounts offered and the methodology for their application are:

(b) 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 (stated in the invitation letter) in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (c) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42.1 and GCC Clause 18 for the due performance of the Contract;
- (d) 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]*
- (e) We have no conflict of interest in accordance with ITB Clause 4.2;
- (f) We confirm that none of the other reasons for exclusion in accordance with ITB 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;
- (g) 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]*

## B. Technical Specification

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

**Technical Specification and Compatibility Table**

Description	Supplier's Offer	Remarks
<p><b><u>Item 1: xxx</u></b></p> <p><b><u>Packaging:</u></b></p> <p><b><u>Inspections and Tests:</u></b></p> <p><b><u>Certification:</u></b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:</p>
<p><b><u>Item 2: xxx</u></b></p> <p><b><u>Packaging:</u></b></p> <p><b><u>Inspections and Tests:</u></b></p> <p><b><u>Certification:</u></b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:</p>
<p><b><u>Item 3: xxx</u></b></p> <p><b><u>Packaging:</u></b></p> <p><b><u>Inspections and Tests:</u></b></p> <p><b><u>Certification:</u></b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Manufacturer: Brand: Type/Model: Catalogue reference: Country of Origin:</p>

Name/Signature: \_\_\_\_\_

Stamp:

## Section III: General Conditions of Contract

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- Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "SRTF" means the Syria Recovery Trust Fund
  - (b) SRTF Management Services-Jordan LLC acting as Management Unit for SRTF.
  - (c) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
  - (e) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (f) "Day" means calendar day.
  - (g) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (h) "GCC" means the General Conditions of Contract.
  - (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (j) "Recipient's Country" is the country specified in the Special Conditions of Contract (SCC).
  - (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
  - (l) "Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and/or other non-consultant services obligations of the Supplier under the Contract.
  - (m) "SCC" means the Special Conditions of Contract.
  - (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.
  - (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (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 party<sup>7</sup>;
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>8</sup>;
  - (iii) "collusive practice" is an arrangement between two or more parties<sup>9</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>10</sup>;
  - (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

<sup>7</sup> "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.

<sup>8</sup> "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.

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

<sup>10</sup> "Party" refers to a participant in the procurement process or contract execution.

- (b) 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 in Jordan, unless otherwise specified in the SCC.

<b>Settlement of Disputes</b>	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 <b>specified in the SCC</b> .
	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.
<b>Inspections and Audit by SRTF</b>	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.
<b>Scope of Supply Delivery and Documents</b>	12.1	The Goods and Services to be supplied shall be as specified in the Schedule of Requirements.
	13.1	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>Supplier's Responsibilities</b>	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.
<b>Contract Price</b>	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 <b>SCC</b> .
<b>Terms of Payment</b>	16.1	The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b> .
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	16.4	The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
	16.5	In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b> , the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the <b>SCC</b> , for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
<b>Taxes and Duties</b>	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	For services rendered and/or provided locally or remotely to the benefit of the Purchaser within the Purchaser's Tax territory, the Supplier shall be entirely responsible for all taxes, duties, license fees, Value Added Tax (VAT) etc.,
	17.4	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.
<b>Performance Security</b>	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 <b>SCC</b> .
	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**.

<b>Transportation</b>	25.1	Unless otherwise specified in the <b>SCC</b> , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
<b>Inspections and Tests</b>	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 <b>SCC</b> .
	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 <b>SCC</b> . 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.
<b>Liquidated Damages</b>	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 <b>SCC</b> 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 <b>SCC</b> . Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
<b>Warranty</b>	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 <b>SCC</b> , 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 <b>SCC</b> .
	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 <b>SCC</b> , 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 <b>SCC</b> , 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.
<b>Patent Indemnity</b>	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 IV: 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.

<b>GCC 1.1(j)</b>	The Recipient's country is: <b>Syria</b>
<b>GCC 1.1(k)</b>	<p>The Purchaser is: <b>(IE xxx)</b> represented by SRTF for Management Services - Jordan LLC (1) Please note: The Purchaser shall be responsible and liable for the Purchaser's obligations in the execution of any resulting contract".</p> <p>Also, in case SRTF Management Services-Jordan LLC signs the Contract on behalf of and in the name of the Purchaser, the Purchaser is responsible and liable for the Purchaser's obligations in the execution of the Contract.</p>
<b>GCC 1.1 (p)</b>	The Project Site(s) is/are <b>Syria</b>
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be Incoterms 2010
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	<p>For <b><u>Request for Clarifications</u></b>, the Purchaser's address shall be:          Attention: Procurement Section of the SRTF          Address: King Abdullah II Street, Khaled Al Daoud centre, Office 2<sup>nd</sup> floor          Amman, Jordan; Telephone: +962 6 5868411 or +962 6 5868412          Electronic mail address: <a href="mailto:procurement@srtfund.org">procurement@srtfund.org</a></p>
<b>GCC 10.2</b>	All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce based in Paris by one or more arbitrators appointed in accordance with said Rules.
<b>GCC 12.1</b>	Partial delivery permitted: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ol style="list-style-type: none"> <li>i. Two copies of the detailed Supplier's invoice showing goods description, quantity, unit price, total amount;</li> <li>ii. Two copies of detailed packing list identifying contents of each case or package;</li> </ol> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. On shipment, the Purchaser shall receive the following documents:</p> <ol style="list-style-type: none"> <li>i. Two originals of the Supplier's invoice showing goods description, quantity, unit price, total amount;</li> <li>ii. Any other relevant documents for the custom procedures</li> </ol>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall <b>not be adjustable</b> .

<b>GCC 16.1</b>	<p>Payment will be made by bank transfer in the currency of quotation i.e. <b>EUR (Euro)</b> in the manner stated below:</p> <ol style="list-style-type: none"> <li>i. <b><u>Pre-payment (if so wished by the Supplier):</u></b> Forty (40) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>ii. <b><u>On Delivery:</u></b> Sixty (60) percent of the Contract Price received shall be paid within thirty (30) days of receipt of the Goods and upon submission of claim supported by the acceptance certificate issued by the Recipient and Purchaser, if different from the Recipient.</li> <li>iii. In case <b><u>no pre-payment</u></b> is affected, the amount payable becomes one hundred (100) percent of the Delivered Goods.</li> </ol> <p>Documents required to process payment are as follows:</p> <ol style="list-style-type: none"> <li>i. Invoice, signed and stamped (<i>stating: Invoice number, date, supplier details, contract number, project number, full banking details inclusive of correspondent bank and consignee details as per the contract</i>)</li> <li>ii. Packing List,</li> <li>iii. Proof of Delivery (<i>Bill of Lading, Airwaybill or Truck Consignment Note</i>)</li> </ol>
<b>GCC 16.5</b>	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b>(60 days)</b> . The interest rate that shall be applied is <b>3%</b> .
<b>GCC 18.1</b>	A Performance Security is required: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>GCC 23.1</b>	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
<b>GCC 23.2</b>	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, <b>(xxx)</b> .
<b>GCC 26.1</b>	The inspections and tests shall be performed, as specified in the Technical Specification Form for each item.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at the supplier's premises: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.05%</b> of the price of the delayed goods and/or services per calendar day (maximum amount of liquidated damages shall be: 10%)
<b>GCC 28.3</b>	<b>One Year Warranty:</b> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>GCC 28.5</b>	The period for repair or replacement shall be: <b>(60 days)</b> .

## Section V: Contract Forms

*[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) Invitation Letter
  - (e) The Supplier’s Bid and original Bid Submission Form as accepted based upon bid evaluation
  - (f) *[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]*

## Section VI: Bank Guarantee for Advance Payment

Address of guarantor bank:

.....  
.....

Address of beneficiary (contracting agency):

.....  
.....

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

According to the provisions of the Contract the Contractor receives an advance payment in the amount of ..... equalling ..... percent of the contract price. We, the undersigned..... (bank), waiving all objections and defences under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of .....(in words: .....)

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

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

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

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

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

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

.....  
Place, date

.....  
Guarantor

## Peşin Ödeme için Banka Garantisi

Garantör Bankanın Adresi:

.....  
.....

Faydalananın Adresi (sözleşmeci kuruluş):

.....  
.....

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