**Section I**

**Instructions to Bidders**

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| 1. Scope of Bid | 1.1The Purchaser, as specified in the **Bid Data Sheet(BDS)**and in the Special Conditions of Contract (SCC), invites bids for the Procurement for maize seeds described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Bid Data Sheet** and in the SCC. |
| 2. Source of Funds | 2.1The Purchaser named in the **Bid Data Sheet** use **(Department of agriculture)** for this contract. |
| 3. Eligibility | 3.1 Except as provided in **(BDS)**this bidding process is open to qualified (prequalified or not) firms or persons in Sri Lanka, those who are supplying |
| 4. One Bid per Bidder | 4.1A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 16). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm’s participation to be disqualified. |
| 5. Cost of Bidding | 5.1The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 6. Content of Bidding Documents | 6.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 8. |
|  | Section I. Instructions to Bidders (ITB)  Section II. Bid Data Sheet (BDS)  Section III Bid Submission form and Price schedule  Section IV. General Conditions of Contract (GCC)  Section V. Special Conditions of Contract (SCC)  Section VI. Schedule of Requirements  Section VII. Technical Specifications  Section VIII. Sample Forms |
|  | 6.2 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 6.1 above, said Bidding Documents will take precedence. |
| 7. Clarification of Bidding Documents | 11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing or by cable (for these ITB, the term “cable” is deemed to include electronic mail, telex, or facsimile) at the Purchaser’s address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification received no later than fourteen (14) calendar days prior to the deadline of submission of bids. Copies of the Purchaser’s response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. |
| 8. Amendment of Bidding Documents | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda. |
|  | 8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 6.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid. |
|  | 8.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline. |
| 9. Language of Bid | 9.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet**.** Supporting documents and printed literature furnished by the Bidder 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 Bid, the translation shall govern. |
| 10. Documents Constituting the Bid | 10.1 The bid submitted by the Bidder shall comprise the following: |
|  | 1. duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section III;   (b) original form of bid security in accordance with the provisions of ITB Sub-Clause 15 (Bid Security);  (e) written power of attorney authorizing the signatory of the bid to commit the Bidder;  (f) any other documentation as requested in the **Bid Data Sheet.** |
| 11. Bid Form | 11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices. |
|  | 11.2 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser’s reclassification of the bid into its appropriate bid group. |
| 12. Bid Prices | 12.1 Prices shall be quoted as specified in each Price Schedule included in Section III, The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser |
|  | 12.2 The Bidder’s separation of price components in accordance with ITB Clause 12. above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser’s right to contract on any of the terms offered. |
|  | 12.3Unless otherwise specified in the **Bid Data Sheet,** 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 quotation will be treated as no responsive and will be rejected, pursuant to ITB Clause 25 |
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| 13. Currencies of Bid | Unless otherwise specified in the **Bid Data Sheet,** the Bidder shall express its prices for such goods to be supplied from within the Purchaser’s country in the currency of the country of the borrower. |
| 14. Period of Validity of Bids | 14.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive. |
|  | 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 8.A Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension. |
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| 15. Bid Security | 15.1 Not applicable |
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| 16. Alternative Bids by Bidders | 16.1 Unless **specified in the Bid Data Sheet,** alternative bids shall not be accepted. |
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| 17. Format and Signing of Bid | 17.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the **Bid Data Sheet,** clearly marking each one as “Original Bid” and “Copy of Bid,” as appropriate. In the event of any discrepancy between them, the original shall govern. |
|  | 17.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 6.1 shall accompany the bid. |
|  | 17.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialled by the person or persons signing the bid. |
|  | 17.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract. |
| 18. Sealing and Marking of Bids | 18.1 Bidders may always submit their bids by mail , email or by hand. When so specified in the **Bid Data Sheet**.   1. The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 16, in separate sealed envelopes, duly marking the envelopes as “Original” and “Copy.” The envelopes containing the original and copies shall then be enclosed in another envelope. |
|  | 18.2 The inner and outer envelopes shall:  (a) bear the name and address of the Bidder;  (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet;**  (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet,** the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet;** and  (d) Bear a statement “Do Not Open Before 06th May ,2020 on 14.00 hours” to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 19.1. |
|  | 18.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 18.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid. |
| 19. Deadline for Submission of Bids | 19.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITB Sub-Clause 22.2 (b) no later than the time and date specified in the **Bid Data Sheet.** |
|  | 19.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 8.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| 20. Late Bids | 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. |
| 21. Modification and Withdrawal of Bids | 21.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids*.* |
|  | 21.2 The Bidder’s modification shall be prepared, sealed, marked, and dispatched as follows:  (a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked “Bid Modification-Original” and “Bid Modification-Copies.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “Bid Modification.”  (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 18.2 and 18.3. |
|  | 21.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:  (a)be addressed to the Purchaser at the address named in the **Bid Data Sheet,**  (b)bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words “Bid Withdrawal Notice,” and  (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid. |
|  | 21.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders. |
|  | 21.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s bid security, pursuant to ITB Sub-Clause 19.7. |
| 22. Bid Opening | 22.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet.** Bidders’ representatives shall sign a register as proof of their attendance. |
|  | 22.2 Envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked “MODIFICATION” shall be read out and opened with the corresponding bid*.* |
|  | 22.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 20.1*.* |
|  | 22.4 Bids (and modifications sent pursuant to ITB Sub-Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. |
|  | 22.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney*.*  22.6The Bidder’s representatives who are present shall be requested to sign the minutes. The omission of a Bidder’s signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who request them*.* |
| 23. Clarification of Bids | 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids. |
| 24. Confidentiality | 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders. |
|  | 24.2 Any effort by the bidder to influence the Purchaser in the Purchaser’s bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder’s bid. |
|  | 24.3 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 its bid, it should do so in writing. |
| 25. Examination of Bids and Determination of Responsiveness | 25.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder. |
|  | 25.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. |
|  | 25.3 Prior to the detailed evaluation, pursuant to ITB Clause 27, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditions, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser’s rights or the successful Bidder’s obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. |
|  | 25.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself*.* |
| 26. Correction of Errors | 26.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected. |
| 27. Evaluation and Comparison of Bids | 27.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 25. |
|  | 27.2 The Purchaser’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Sub-Clause 25 one or more of the following factors as specified in the BDS,  (a) delivery schedule offered in the bid;  (b) deviations in payment schedule from that specified in the Special Conditions of Contract;  (c) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications. |
|  | 27.3 For factors retained in the **Bid Data Sheet** pursuant to ITB Sub-Clause 27.4, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet:** |
|  | (a) Delivery schedule.  (I) The Purchaser requires that the Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. No credit shall be given to early delivery. |
|  | (b) Deviation in payment schedule.  (I) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.  **or**  (ii) The SCC stipulates the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet,** the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet**.** |
|  | (c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications. |
| 28. Award Criteria | 35.1 Pursuant to ITB Clauses 27, and 31, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 29. Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids | 29.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. |
| 30. Purchaser’s Right to Vary Quantities at Time of Award | 30.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet,** the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. |
| 31. Notification of Award | 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. |
|  | 31.2 The notification of award will constitute the formation of the Contract*.* |
|  | 31.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15. |
|  | 31.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder. |
| 32. Signing of Contract | 32.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties. |
|  | 32.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser. |
| 33. Performance Security | 33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser. |
|  | 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Sub-Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids*.* |

**Section II.**

**Bidding Data Sheet (BDS)**

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

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| **ITB Clause Reference** | 1. **General** |
| ITB 1.1 | The Purchaser is: Department of Agriculture |
| ITB 2.1 | The source of funding is **: Smallholder Agribusiness Partnership Programme** |
| ITB 3.1 | Foreign bidders are not allowed to participate in bidding |
|  | 1. **Contents of Bidding Documents** |
| ITB 7 | For Clarification of bid purposes only, the Purchaser’s address is :  Attention : The Provincial Director  Address: Department of Agriculture  RathwaththaMawatha,  Badulla.  Telephone: 055-2222318  Facsimile Number : 055-2229318  Electronic mail address: agriuva@gmail.com |
| ITB 9.1 | Language of bid – Bids can be submitted in English or Sinhala Language |
|  | 1. **Preparation of Bids** |
| ITB 10.1 | The Bidder shall submit the following additional documents:   1. Certificate of Business Registration 2. Customer list & Contact details 3. Broachers |
| ITB 6.1 | The bidders may quote following minimum quantities:  Supply of Maize seed |
| ITB 13 | The bidder shall quote the bid price in Sri Lankan Rupees on Import and Supply Basis and Purchaser will open LC etc. |
| ITB 14.1 | The bid shall be valid minimum 30 days. |
| ITB 15 | Bid security shall be as follows   |  |  |  | | --- | --- | --- | | **Category** | **In Cash Rs.** | **If Bank Guaranty Valued Rs. (**valid for a period of 90 days beyond the validity period for the bid**)** | | Maize Seed |  |  | |
| ITB 16.1 | Alternative bids shall not be accepted. |
| ITB 17. | Bid shall be submitted in duplicate. |
|  | 1. **Submission and Opening of Bids** |
| ITB 18.2 | The inner and outer envelopes shall bear the following identification marks: “Bid document for the “ **Supply for Maize Seed** |
| ITB 19.1 | For bid submission purposes, the Purchaser’s address is:  Attention : The Chairmen,  Address: Department Procurement Committee,  Department of Agriculture  RathwaththaMawatha,  Badulla  The deadline for the submission of bids is:  Date: 11 th May ,2020 Time: 14.25 hours |
| ITB 22.1 | The bid opening shall take place at:  Address :Department of Agriculture  RathwaththaMawatha,  Badulla.  Date: 11 th May ,2020 Time: 14.25 hours  Time : immediately after the closing of submission |
|  | 1. **Evaluation and Comparison of Bids** |
| ITB 27.1 | **The following factors and methodology will be used for evaluation:**  Specification  Condition of Contract  Bid price  Delivery time  Customer list |

SECTION III

Bid Submission Form and Price Schedule

Bid Submission

(The Supplier shall fill in this form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will accepted.)

To: The Chairmen, Department Procurement Committee, and Department of Agriculture

We, the undersigned, declare that:

1. We have examined and have no reservations to the document issued :
2. We offer to supply of Maize Seed with the documents issued and in accordance with the Schedule of Requirements
3. The total price of our bid including any discounts offered is

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1. Our bid shall be valid until ........................................'according to the section 14.1 Bid Data Sheet and it shall remain binding up on us and may be accepted at any time before the expiration of that period:
2. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
3. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

Name:

Dated:

Section IV.

General Conditions of Contract

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| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them: “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“GCC” mean the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.“Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, Registration and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“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 Related Services is subcontracted by the Supplier.“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.** |
| 1. Contract Documents | * 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. |
| 1. Fraud and Corruption | * 1. Procurement entity requires Bidders, Suppliers, Contractors, and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, Procurement entity:  defines, for the purposes of this provision, the terms set forth below as follows:“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;“Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; |
| 1. Interpretation | * 1. If the context so requires it, singular means plural and vice versa.   2. Inco terms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Inco terms.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Inco terms specified in the **SCC** 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.   * 1. 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.   * 1. No waiver  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.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  * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 1. Language | * 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.   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. |
| 1. Joint Venture, Consortium or Association | * 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 fulfilment 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. |
| 1. Eligibility | * 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.   2. All Goods and Related Services to be supplied under the Contract 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. |
| 1. Notices | * 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.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.** |
| 1. Settlement of Disputes | * 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.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Purchaser shall pay the Supplier any monies due the Supplier. |
| 1. Scope of Supply | * 1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 1. Delivery and Documents | * 1. Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| 1. Supplier’s Responsibili­ties | * 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. |
| 1. Contract Price | * 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.** |
| 1. Terms of Payment | * 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**   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 Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.   3. Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice & installation certificate or request for payment by the Supplier, and after the Purchaser has accepted it.   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. |
| 1. Taxes and Duties | * 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.   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.   3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 1. Performance Security | * 1. If required as specified in the SCC, the Supplier shall, within Fourteen (14) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**   2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.   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.   4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than ninety (90) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| 1. Copyright | * 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 |
| 1. Confidential Information | * 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 19.   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.   3. The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:  the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;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;orOtherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  * 1. The above provisions of GCC Clause 19 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.   2. The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. |
| 1. Subcontract­ing | * 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.   2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 1. Specifications and Standards | * 1. Technical Specifications and Drawings  The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, 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.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.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 32. |
| 1. Packing and Documents | * 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.   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. |
| 1. Insurance | * 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.** |
| 1. Transportation | * 1. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
| 1. Inspections and Tests | * 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 Related Services as are specified in the **SCC.**   2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 25.3, 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.   3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.   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.   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.   6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.   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 25.4.   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 25.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 1. Liquidated Damages | * 1. Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34. |
| 1. Warranty | * 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.   2. Subject to GCC Sub-Clause 21.1(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.   3. Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.   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.   5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.   6. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 1. Patent Indemnity | * 1. The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 28.2, 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:  the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe 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.  * 1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, 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.   2. 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.   3. 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.   4. 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. |
| 1. Limitation of Liability | 29.1 Except in cases of criminal negligence or wilful misconduct,  (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and  (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement |
| 1. Change in Laws and Regulations | * 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 14. |
| 1. Force Majeure | * 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.   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.   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. |
| 1. Change Orders and Contract Amendments | * 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:  Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier.  * 1. If any such change causes an increase or decrease the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Delivery/Completion Schedule, 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.   2. 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. |
| 1. Extensions of Time | * 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 12, 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.   2. Except in case of Force Majeure, as provided under GCC Clause 31, 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 33.1. |
| 1. Termination | * 1. Termination for Default  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: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 33;if the Supplier fails to perform any other obligation under the Contract; orif 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.In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related 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.  * 1. Termination for Insolvency.  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  * 1. Termination for Convenience.  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.The Goods that are complete and 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, the Purchaser may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. Assignment | * 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 |
| 1. Export Restriction | 36.1 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 the Bank 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 Employer’s convenience pursuant to Sub-Clause 34.3. |

Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],***authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Oblige (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*[[1]](#footnote-1)*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. withdraws its Bid during the period of bid validity specified in the Form of Bid; or
2. having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (Signature)  
(Printed name and title) (Printed name and title)*

Manufacturer’s Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. Thisletter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

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

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

Alternative No.: *[insert identification No if this is a Bid for analternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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 ancillary 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:

1. This Contract Agreement
2. Special Conditions of Contract
3. General Conditions of Contract
4. Technical Requirements (including Schedule of Requirements and Technical Specifications)
5. The Supplier’s Bid and original Price Schedules
6. The Purchaser’s Notification of Award
7. *[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.

2. Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

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

ICB No. and title*: [insert no. and title of bidding process]*

Bank’s Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:***[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[[2]](#footnote-2)) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month][insert year]*,*[[3]](#footnote-3)* and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

1. The amount of the Bond shall be denominated in the currency of the Purchaser’s country [↑](#footnote-ref-1)
2. *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-2)
3. *Dates established in accordance with Clause 17.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “ We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”* [↑](#footnote-ref-3)