ANNEX 2: Quotation Forms

Supplier Quotation Form

*(To be filled by the supplier)*

|  |  |
| --- | --- |
| **From:** |  |
| **Supplier’s Representative:** | [*Insert name of Supplier’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Supplier’s address*] |
| **Email:** | [*Insert Supplier’s email address*] |

|  |  |
| --- | --- |
| **To:** | The Regional Environmental Centre for the Caucasus (REC Caucasus) |
| **Purchaser’s Representative:** | Nino Gvenetadze |
| **Title/Position:** | Procurement Consultant |
| **Address :** | nino.gvenetadze@rec-caucasus.org |
| **RFQ Ref No.:** | RFQ/REC Caucasus - 02/2024 |
| **Date of Quotation:** |  |

Dear Ms. Gvenetadze

**SUBMISSION OF QUOTATION**

1. **Conformity and no reservations**

In response to the above named RFQ we offer to supply the Goods**, Passenger Electric Buses**and the **Related Services,** as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

1. **Eligibility**
2. We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations. **Suspension and Debarment**

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the International financial institutions. Further, we are not ineligible under the Purchaser’s Country laws or official regulations.

1. **Quotation Price**

The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*]. (Including and excluding the VAT if any)

1. **Quotation Validity**

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

1. **Performance Security**

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

1. **Commissions, gratuities, fees**

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[*If none has been paid or is to be paid, indicate “*none*.”*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
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1. **Not Bound to Accept**

We understand that you reserve the right to:

1. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
2. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.
3. **Fraud and Corruption**

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: [*insert complete name of person duly authorized to sign the Quotation*]

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month], [insert year]*

Price Schedules

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Quotation for Goods: Price Schedule 1  **For Goods to be supplied from outside the Purchaser’ country** | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| **Line Item**  **N°** | **Description of Goods** | **Country of Origin and manufacturer** | **Delivery Date as defined by Incoterms** | **Quantity and physical unit** | **Unit price**  **cip *[insert place of destination] (named place]*** | **CIP Price per line item**  **(Col. 5x6)** | ***CIP,* Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ** | **Total Price per Line item**  **(Col. 7+8)** |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date quoted phased Delivery periods if applicable]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | | | | | | | **Quotation Price** |  |
|  | | | | | | | | |

Quotation for Goods: Price Schedule 2

**For Goods to be supplied from within the Purchaser’ country**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| **Line Item**  **N°** | **Description of Goods** | **Delivery Date as defined by Incoterms** | **Quantity and physical unit** | **Unit price EXW** | **Total EXW price per line item**  **(Col. 4×5)** | **Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination, specified in RFQ** | ***[if known]* Sales and other taxes payable per line item if Contract is awarded** | **Total Price per line item**  (Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
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|  | | | | | | | **Quotation Price** |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Quotation for Related Services: Price Schedule 3 | | | | | | | |
| 1 |  | 2 | 3 | 4 | 5 | 6 | 7 |
| **Item No.** | **Item description** | **Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination)** | **Country of Origin** | **Completion Period at place of Final destination** | **Quantity and physical unit** | **Unit price** | **Total Price per Service**  **(Col. 5\*6 or estimate)** |
| *[insert number of the item]* |  | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert Delivery Period at place of final destination per Service]* | *[insert number of items to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Quotation Price** | | | | | | |  |

Total Quotation: Price Schedule 4

**The total price for the supply and delivery of the Goods, and related Services is as follows:**

|  |  |
| --- | --- |
| Price Schedule | Amount |
| Goods: Price Schedule 1 |  |
| Goods: Price Schedule 2 |  |
| Related Services: Price Schedule 3 ***[if applicable]*** |  |
| **Total Quotation** |  |

**Manufacturer’s Authorization**

*[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This* *letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

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

RFQ No.: *[insert number of RFQ process]*

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 the Supplier]* to submit a quotation 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 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ (i) forced labor or persons subject to trafficking in accordance with Clause 27 or (ii) child labor in accordance with Clause 28, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 29 of the Conditions of Contract.

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]*

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

ANNEX 3: Contract Forms

**Contract Agreement**

*(to be filled in suppliers part)*

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *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”), of the one part, 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”), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, *[insert brief description of Goods and Services]* and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

1. the Letter of Award of Contract
2. the Supplier’s quotation
3. Conditions of Contract
4. the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
5. the completed Schedules (including Price Schedules)
6. any other document listed as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable 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 *[the Purchaser’s country, unless agreed otherwise]* on the day, month and year indicated above.

*electronic signature of the Contract Agreement such as using DocuSign is recommended.]*

**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]*

Conditions of Contract

|  |  |
| --- | --- |
| 1. Definitions | * 1. The following words and expressions shall have the meanings hereby assigned to them:  “CC” means the Conditions of Contract.“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 CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the 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.“Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.“Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.“Purchaser’s Country” is the country specified in the CC 2.“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.“Subcontractor” means any 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 person, private or government entity, or a combination of the above, whose Quotation 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 CC 2. |
| 1. Purchaser, Purchaser’s Country, Project Site/Final Destination | * 1. The Purchaser is: The Regional Environmental Centre for the Caucasus (REC Caucasus   2. The Purchaser’s Country is: Georgia   3. Consignee: LLC "Kutaisi Transport Company"   4. The Project Site(s)/Final Destination(s) is: Sulkhan-Saba Avenue 71 A , Kutaisi, Georgia |
| 1. Incoterms | * 1. The edition of Incoterms that shall apply is: Incoterms® 2020 |
| 1. Notices and Addresses for notices | * 1. Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.   **Address for notices to the Purchaser:**  *[insert the name of officer authorized to receive notices]*  *[title/position]*  *[department/work unit]*  *[address]*  *[****Electronic mail address****]*  **Address for notices to the Supplier:**  *[insert the name of officer authorized to receive notices]*  *[title/position]*  *[department/work unit]*  *[address]*  *[****Electronic mail address****]* |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country   2. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:  1. as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country; or 2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Settlement of Disputes | All disputes arising out of or in connection with the present contract shall be finally settled in common courts of Georgia. |
| 1. Shipping and other documents to be provided | * 1. The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.   Details of Shipping and other Documents to be furnished by the Supplier   * Relevant way bill (a negotiable bill of lading/ a non-negotiable sea way bill/ an airway bill/a railway consignment note/a road consignment note); * insurance certificate, * Manufacturer’s or Supplier’s warranty certificate, * inspection certificate issued by nominated inspection agency or by Manufacturer; * Supplier’s factory shipping details   The above documents shall be received by the Purchaser before arrival of the Goods - **on shipment.** |
| 1. Contract Price | * 1. The Contract Price is specified in Price Schedule 4.   2. Subject to CC 31 and 32, the 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 and accepted by the Purchaser. |
| 1. Terms of payment | For nonresident suppliers payment shall be made in the currency or currencies in which the selected quatatio is expressed.  For resident suppliers payment of foreign currency portion shall be made in GEL with fixed foreign exchange rate set forth by the National Bank of Georgia on the day of Delivery-Acceptance Act.  **Advance Payment:**  Twenty (20) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim and a bank demand guarantee for equivalent amount valid until the Goods and services are delivered and in the form of Advance Payment Security provided in the contract or another form acceptable to the Purchaser.  For resident suppliers payment of foreign currency portion of the Advance payment shall be made in Georgian Lari (GEL) with fixed foreign exchange rate set forth by the National Bank of Georgia on the day payment.  Advance payment will be recovered from the final payment.  **The form of acceptable Bank Demand Guarantee is:**  A Bank Guarantee issued by a reputable bank acceptable to the Purchaser, in the format included in attached form of Performance Security.  Foreign Banks (located outside Georgia) issuing all abovementioned guarantees shall have a minimum long-term credit rating (BBB or relevant established by internationally recognizable rating agencies such as Moody, S&P or Fitch) and shall have a correspondent bank located in Georgia to make it enforceable or shall be issued with the bank of the same rating in electronic form via SFIWT advised by the Georgian Banks.  **On Acceptance:**  Eigty (80) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods (part of the goods) and services upon submission of claim supported by the acceptance certificate issued by the Purchaser.   * + - 1. Supplier’s Bank details:   *Bank:* |
| 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 | The amount of the Performance Security shall be: 10 % of Contract Price, denominated in the currency (ies) of the Contract.  The Performance Security shall be in the form of the attached Demand Guarantee and be valid at least two (2) calendar years after issuing the Delivery Acceptance - Act.  The forms of acceptable Performance Security is:  A Bank Guarantee issued by a reputable bank acceptable to the Purchaser, in the format included in attached form of Performance Security.  Foreign Banks (located outside Georgia) issuing all abovementioned guarantees shall have a minimum long-term credit rating (BBB or relevant established by internationally recognizable rating agencies such as Moody, S&P or Fitch) and shall have a correspondent bank located in Georgia to make it enforceable or shall be issued with the bank of the same rating in electronic form via SFIWT advised by the Georgian Banks.  The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations (two years). |
| 1. Subcontractors | * 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
| 1. Specifications and Standards | * 1. The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications 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. |
| 1. Packing, marking and documentation | * 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 be: refer to the Technical Specifications |
| 1. Insurance cover | * 1. The insurance coverage shall be as specified in the Incoterms. |
| 1. Transportation | * 1. Responsibility for transportation of the Goods shall be as specified in the Incoterms.   If not in accordance with Incoterms, responsibility for transportations shall be as follows: [*insert* “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site.  Transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”  “Mode of Transport: The main mode of international transport shall be by---------------------.” |
| 1. Inspections and Tests | The Supplier shall at its own expense and at no cost to the Purchaser carry out the tests and/or inspections of the Goods and Related Services **as are specified in the Technical Specifications** and in **clause 1.3.4 Inspection and Tests**   * 1. 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 any other location, **as specified in the Technical Specifications.** Subject to CC 17.3, 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.   2. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, 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.   3. 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.   4. In accordance with CC 31, 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.   5. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.   6. 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 CC 17.5.   7. 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 CC 17.7, shall release the Supplier from any warranties or other obligations under the Contract |
| 1. Delivery Date and Completion Date | * 1. The Delivery Date of the Goods shall be: \_\_\_\_\_\_\_ *[Insert the Delivery Date]. If phased delivery is allowed specify the acceptable delivery schedule]*.   2. **[if applicable]** The Completion Date of Related Services shall be: \_\_\_\_ *[Insert* the *Completion Date if there are related services; otherwise delete this entry]*. |
| 1. Liquidated damages | * 1. The liquidated damage shall be 0.5 % of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.   The maximum amount of liquidated damages shall be 5%of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26. |
| 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. 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. The warranty shall remain valid for [insert number] months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination**,** or for [insert number] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.   4. The period for repair or replacement after being notified of the defect by the Purchaser shall be thirty (30) calendar days as specifiid in the technical specification requirments Appendix N1   5. If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, 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.   6. For purposes of the warranty, the place(s) of final destination(s) shall be***: final destination of the purchaser/Consignee*** |
| 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. Fraud and Corruption | * 1. The Purchaser requires compliance with the Anti-Corruption Guidelines and its prevailing sanctions policies and procedures. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 1. Inspections and Audit | * 1. The Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier’s and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights constitute a prohibited practice subject to contract termination. |
| 1. Limitation of Liability | * 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. |
| 1. Force Majeure | * 1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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, 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.   4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party. |
| 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;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, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable 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 if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.   * 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 if applicable and for materials and parts previously procured by the Supplier. |
| 1. Forced Labor | * 1. The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.   2. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.   3. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| 1. Child Labor | * 1. The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).   2. The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.   Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |
| 1. Health and safety obligations | * 1. The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications. |
| 1. Patent Indemnity | * 1. The Supplier shall, subject to the Purchaser’s compliance with CC 30.2, 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 CC 30.1, 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. Change Orders and Contract Amendments | * 1. The Purchaser may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following:      1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;      2. the method of shipment or packing;      3. changes in quantities of Goods to be supplied within the range specified herewith. [*insert as appropriate: “The maximum percentage by which quantities may be increased is: [insert percentage]; The maximum percentage by which quantities may be decreased is: [insert percentage”];*      4. the place of delivery;      5. any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and      6. the Related Services to be provided by the Supplier.   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.   3. Prices to be charged by the Supplier for any Related 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.   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. |
| 1. Change in Laws and Regulations | * 1. Unless otherwise specified in the Contract, if after the date of submission of Quotation, 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. |
| **Additional Clauses** | [*insert any additional clauses as necessary, otherwise delete this row*] |

Performance Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**Performance Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

**Contract No.:** *[insert Purchaser’s reference for the specific Contract]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words]*,[[1]](#footnote-1)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[[2]](#footnote-2)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[3]](#footnote-3)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has used the advance payment for purposes other than toward delivery of Goods.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered at the named place of destination (for Goods supplied from within the Purchaser’s country), as evidenced by copy(ies) of [ ].[[4]](#footnote-4)

This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Goods has been delivered or on the *[insert day]* day of *[insert month]*, *[insert year][[5]](#footnote-5)*, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

1. *1* The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary. [↑](#footnote-ref-1)
2. 2 Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. 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: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-2)
3. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-3)
4. *Insert shipping/other applicable documents establishing “delivery” of the Goods in accordance with the applicable Incoterm to the Contract.*  [↑](#footnote-ref-4)
5. *Insert the Delivery date specified in the Contract Delivery Schedule. 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 Guarantor. 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-5)