

**Request for Quotation
(RFQ)
Procurement of:
Passenger Electric Buses**

Ref No: GEF/REC Caucasus/G/01

Project: Low Carbon Solutions through Nature Based Urban Development for Kutaisi City funded by Global Environmental Facility (GEF).

Purchaser: The Regional Environmental Centre for the Caucasus (REC Caucasus)

Country: Georgia

Issued on: 19.03.2024

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Request for Quotations

Ref No.: GEF /REC Caucasus/G/01

RFQ Date: 11.03.2024

Dear Sir,

Request for Quotation (RFQ)

1. This RFQ is for the procurement of Goods - Passenger Electric Buses and the related Services.
2. The Regional Environmental Centre for the Caucasus (REC Caucasus), within the GEF funded project “Low Carbon Solutions through Nature Based Urban Development for Kutaisi City” now invites quotations from suppliers for the Goods: Passenger Electric Buses and the Related Services, described in Appendix 1: Purchaser’s technical specification Requirements, attached to this RFQ.

Fraud and Corruption

3. The Purchaser requires compliance with the Anti-Corruption policies and procedures as set forth in to the Contract Conditions
4. In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Purchaser to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.

Eligible Goods and Related Services

All the Goods (and Related Services, if applicable) to be supplied under the Contract may have their origin in any country in accordance with Para. 10.

Eligible Suppliers

5. In case the Supplier is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.
6. A Supplier may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Supplier shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.
7. Firms and individuals may be ineligible if so indicated in para. 10 below and:
 - (a) as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country, provided that the Purchaser is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or
 - (b) 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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

8. In reference to paras. 6 and 8, for the information of suppliers, at the present time firms, goods and services from the following countries are excluded from this procurement process:

Under para. 6 and 9 (a): “none”

Under para. 6 and 9 (b): “none”

A supplier that has been sanctioned by international financial institutions such as the European Investment Bank (EIB), World Bank Group, Asian Development Bank (ADB), European Bank for Reconstruction and Development (EBRD), African Development Bank, etc., and is listed on the local blacklist of suppliers, shall be ineligible to submit quotations or be awarded contracts for a determined period of time. A list of debarred firms and individuals is available on the websites of international financial institutions and the local website of the State Procurement Agency <http://procurement.gov.ge/en/n/BlackList?page=1>

9. Suppliers that are state-owned enterprises or institutions in the Purchaser’s country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Purchaser that they:

- (a) are legally and financially autonomous;
- (b) operate under commercial law; and
- (c) are not under supervision of the Purchaser.

10. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:

- (a) directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;
- (b) receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;
- (c) has the same legal representative as another Supplier that submitted a Quotation;
- (d) has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Purchaser regarding this Request for Quotations process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for implementing the Contract; or
- (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Purchaser who:
 - (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from

such relationship has been resolved in a manner acceptable to the Purchaser throughout the Request for Quotations process and execution of the Contract.

Performance Security

11. “The successful Supplier shall submit a **Performance Security** in accordance with the Contract Conditions.”

Manufacturer’s Authorization

12. A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer’s Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country.

Validity of offers

13. The offers shall be valid 60 (sixty) days from the quotation submission deadline.

14. Quoted Price

15. Prices shall be quoted in the following manner:

(a) For Goods to be supplied from within the Purchaser’s Country:

(i) the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) if known, any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Supplier; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **Sulkhan-Saba Avenue 71 A , Kutaisi, Georgia**

(iv) For Goods to be supplied from outside the Purchaser’s Country:

(i) the price of the Goods, quoted CIP named place of destination in the Purchaser’s Country **Kutaisi, Georgia**

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **Sulkhan-Saba Avenue 71 A , Kutaisi, Georgia**

(b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, **whenever such Related Services are specified in the Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).

16. The Supplier may quote its price in a foreign currency (US Dollar and EURO) of its choice in addition to the currency of the Purchaser’s Country (for any local costs as applicable).

Clarifications

17. Any clarification request regarding this RFQ may be sent before **April 3, 2024** in writing to: Nino Gvenetadze - Procurement Consultant

Email: nino.gvenetadze@rec-caucasus.org

Cc: guntsadze@yahoo.com

18. The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

19. Quotations are to be submitted in the form attached at ANNEX 2: Quotation Forms and by email. Quotations submitted as email attachments shall be in the form of scanned non - editable images. To facilitate the procurement process, the Purchaser requires copies of the same quotations in other formats (such as in Word or Excel).

20. The deadline for submission of Bids (Quotations) is **April 10, 2024**

21. The address for submission of Quotations is: nino.gvenetadze@rec-caucasus.org

Attention: Nino Gvenetadze - procurement Consultant

E-mail address: nino.gvenetadze@rec-caucasus.org

Cc: maya.talakhadze@rec-caucasus.org

Opening of Quotations

22. Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

23. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

24. "The comparison shall be on the basis of CIP (place of final destination) prices for Goods to be supplied from outside the Purchaser's country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Purchaser's country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods."

25. The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

28. "Quotation will be evaluated for the whole lot/package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison."

29. For evaluation and comparison purposes, the currency (ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: Georgian Lari (GEL).

The source of exchange rate shall be: National Bank of Georgia <https://nbg.gov.ge/en/monetary-policy/currency>

The date for the exchange rate shall be: Quotation submission date.

Qualification Criteria	Compliance Requirements			
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
<p><u>For the items under the Contract that the bidder is a manufacturer:</u></p> <p>The Bidder (JV member which is the Manufacturer) shall furnish documentary evidence to demonstrate that it has manufactured goods of similar nature and value in least 3 (three) years (started from 1st January 2021, 2022, 2023) prior to the bid submission deadline;</p> <p><u>Note:</u> For evaluation purposes the similar nature will be considered the goods (vehicles) with similar physical size or complexity and etc.</p> <p><u>For the items under the Contract that the bidder is not a manufacturer:</u></p> <p>If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under <u>Manufacturer's Authorization Form</u></p> <p>Bidder shall demonstrate that it has successfully completed <u>no more than three contract</u> of similar nature and complexity, with the cumulative value of not less than:</p> <p>300, 000.00 EUR or equivalent, that have been satisfactorily completed during last 3 years (started from 1st January 2021, 2022, 2023) in a capacity of a prime contractor.</p> <p>The Bidder/Manufacturer shall furnish following documentary evidence to demonstrate that it meets the qualification requirements:</p> <p><u>Contract enclosed with Delivery Acceptance Act or the official confirmation letter from the purchaser.</u></p> <p><u>Note:</u> For evaluation purposes the similar nature will be considered the goods (vehicles) with similar physical size or complexity and etc.</p>	<p>must meet requirement</p>	<p>must meet requirement</p>		

<p>The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers to meet the requirements set forth in technical specifications, including the name of the manufacturer and the model of offered goods, a list of relevant certificates, an official source, or the document specifying the specifications of the equipment confirmed by the manufacturer or/and any additional information to establish the conformity of the Goods and Related Services to the bidding document.</p> <p>In addition, A Bidder (including JV members) who does not manufacture an item/s shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, meeting the criteria to supply the Goods;</p>	must meet requirement	must meet requirement		
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Contract Award

30. The Contract will be awarded to the Supplier/s who:

- (a) is eligible and offers eligible Goods;
- (b) offers the lowest evaluated price/s,
- (c) technically compliant quotation, and
- (d) Guarantees delivery, in accordance with the delivery period/s.

31. The Purchaser shall invite by the quickest means by e-mail the successful Supplier/s for any discussion/ negotiation (this is expected to be virtual) that may be needed to conclude the contract or otherwise for contract signature.

32. The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.


33. The Purchaser may publish a contract award notice on its website with free access after award of contract. The information may include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

Fraud and Corruption

34. The Purchaser requires compliance with the Anti-Fraud Policy and procedures of the purchaser.

35. In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Purchaser to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.

On behalf of the Purchaser:

Signature: 

Name: Sophiko Akhobadze

Title/position: Director

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Contract Forms

ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Named Place of Destination (for (CIP))	Place of Final Destination (Project Site)	Applicable Incoterms (CIP)	Delivery Period from Date of
1	Passenger Electric Buses	2 Units	Kutaisi, Georgia	Sulkhan-Saba Avenue 71 A , Kutaisi, Georgia	CIP	From 3 to 6 months after contract signature
2	Fast charger (The charger must have 2 charging pistols that can charge 2 buses at the same time)	1 unit	Kutaisi, Georgia	Sulkhan-Saba Avenue 71 A , Kutaisi, Georgia	CIP	From 3 to 6 months after contract signature

Service	Description of Service	Quantity required	Place where Services shall be performed	Completion Period of Services
1	Training ¹ Certificate Maintenance and use manual in Georgian or English Language.	1	In the premises of the consignee	Within one week from the receipt of Goods.

¹ The requirements of the training are as follows:

The supplier is obliged to train the technical personnel and drivers of the purchaser (consignee) in accordance with the manufacturer's instructions in all matters vital to the preparation for operation of the buses, as well as their maintenance. After such training, based on the knowledge acquired during the training course, the personnel of the purchaser should be able to operate, maintain the buses safely and efficiently, as well as monitor the service and repair of the equipment.

After completing the training, a corresponding certificate should be issued.


1.3 Technical Specifications

1.3.1 Summary of Technical Specifications.

The Goods and Related Services shall comply with following Technical Specifications and Standards:

Appendix N1 - Technical specification specifications (MS Word format)

Appendix N2 -Warrant service regalement.

	<i>Item Title</i>	<i>Technical Specifications</i>		<i>Technical specifications offer by the Suppliers</i>
1	Passenger Electric Buses, Quantity: 2 units	1	Main Features	
		1.1	<p>Passenger Electric City Bus, with low Entrance, new, not exploited, without defects, year of production not earlier than 2024, the Bus should be fully staffed with standard factory Produced parts, tested and ready for exploitation.</p>  <p>This drawing has an informational character; the technical specifications are given in the text.</p>	
		2	Electric Motor Technical Specifications	
		2.1	<p>Direct Drive Electric motor. Full electric, permanently magnetic synchronous, liquid-cooled, operating range from -30 °C to +40 °C under certain conditions. The traction motor must be suitable for operation at low temperatures and must have good insulation. Mudguards Must be provided on the bottom of the electric motor, the maximum efficiency of the traction motor must be at least 90%. The proportion of high-efficiency zones with not less than 80%, efficiency must be at least 85%. Protection level: IP67. Or IP68</p>	
		2.2	Motor Rated Power not less than 180 kw.	
		2.3	Motor Peak Power not less than 350 kw.	
		2.4	Using the direct drive structure of the electric motor. Min. acceleration time (with full load): from 0 km/h to 50 km/h on a flat road at maximum 15 seconds.	
		2.5	Performance of noise level on an asphalted road: Exterior not more than 80 dB(A), Interior not more than 80 dB(A)	

2.6	Maximum speed of the Bus not less than 70 km/h.	
3	Chassis Technical Specifications	
3.1	Front axle: maintenance-free axle, Solid or independent suspension, with air bags. The maximum allowable load of the front axle not less than 7000kg	
3.2	Rear axle: maintenance-free, with air bags. The maximum load allowance of the rear axle not less than 12000kg.	
3.3	Front Air Suspension: at least Two rubber pneumatic mounts with two hydraulic telescopic shock absorbers.	
3.4	Rear Air Suspension: at least Four rubber pneumatic mounts with hydraulic telescopic shock absorbers.	
3.5	Suspension levelling system: ECAS, with kneeling function.	
3.6	Brake System: Independent, double-circuit pneumatic, spring parking brake, With EBS, Electronic Stability Control (ESC), Electronic parking brake system (EPB). With Front and Rear disc brakes.	
3.7	Electrohydraulic power steering. The steering column Must be located on the left side of the bus.	
3.8	Number of Tires: 6 + 1(spare)	
3.9	Tire disc (rim) size: at least R22.5	
3.10	Centralized lubrication system	
4	Technical characteristics of the cabin and Body.	
4.1	Number of passenger seats, not less than 20 seats, with soft coverings. Standing spaces not less than 55. The Standing space should be equipped with vertical and horizontal grab rails and straps for standing passengers.	
4.2	Bus should be equipped at least, with 2 (front and Rear) (with 1 or 2 wings) with double-glazed windows. Rear or Middle Door must be equipped with a folding ramp for wheelchair, for persons with disabilities.	
4.3	The floor of the bus should have as less levels and steps as possible, not to create any discomfort to standing passengers. Entrance floor level at all doors: not exceeding 340 mm. for getting on board. Measured at each door when the Bus is empty in a standstill position, with a running electric motor and open doors.	
4.4	Cabin heating and air conditioning: The bus must be equipped with electronic air conditioner, with electrical drive, heating and cooling function, cooling capacity not less than 36000 kcal/h. Located on the roof of the bus. Heating system: Independent heater, wall-type heaters, Preferably radiators on the steps.	
4.5	Dimensions: Length not less than 11500 mm. and not exceeding 13000 mm. Width not less than 2400 mm. and not exceeding 2600 mm. Overall Height at least 2800 mm. and not more than 3500 mm. Height in the cabin: not less than 2200(mm). Maximum turning diameter of the Bus not more than 25m. Ground clearance not less than 120(mm)	

4.6	The flooring should be waterproof, Elastic, Non slip, made from easy-cleaning material, without excessive irregularities.	
4.7	Roof and walls of the bus must be thermally insulated.	
4.8	Adapted for persons with disabilities. In the lower part of the rear door, electric or manual ramp, with call buttons. with a lifting capacity of at least 250 kg. Space for at least one Wheelchair for disabled person.	
4.9	Passenger seats with soft coverings, (seats and backs) should be anatomical type. Made of plastic or other polymeric material. Metal frame, galvanized or treated with other anti-corrosion technology, or made from stainless metall.	
4.10	The bus must have sliding windows, equipped with locks, manually opened, at least 2 pieces on each side. Driver's window: double-glazed with built-in sliding window.	
4.11	Electrically adjustable side mirrors with heating function. Spherical mirrors to control the internal space for the driver.	
4.12	Driver's Seat 1 shock-absorbing , seat can be adjusted according to the height of the cushion, according to the longitudinal movement of the seat cushion, according to the angles of inclination of the cushion and the backrest, according to the softness of the pleural cushion.	
4.13	Semi-enclosed driver's cab. With full LCD dashboard for Driver.	
4.14	Front Windshield with at least three-layer glass. Rear window at least Single layer glass. Both Equipped with Folding Curtains.	
4.15	Body structure: Low-entrance structure, From rear door accessible for the wheelchairs, galvanized sheathing, all-metal body with cathode electrophoresis technology. Front and rear steel bumpers.	
4.16	Anti-corrosion protection: Cathodic electrophoresis technology, Five-layer anti-corrosion system is applied, consisting of galvanized sheet, phosphate coating, electrophoretic paint, intermediate varnish and top coat.	
4.17	Color of Bus must be agreed with the Purchaser.	
5	Battery and Electric system	
5.1	Rechargeable battery, capacity not less than 350 kWh, Type: Lithium ion battery, protected class: IP67. Or IP68. With a heating and insulation system. Together with an intelligent battery management system (BMS), following control functions are implemented: battery temperature detection, battery operating current detection, insulation resistance detection, temperature regulation, battery state of charge (SOC), with liquid cooling.	
5.2	Charging system: With rated power not less than 160 KW. Dc connector with the charging connector must be located on the side of the bus.	
5.3	Monitoring system: Equipped With at least Six-camera monitoring system. driver + cabin + front road of the bus + front passenger door + middle passenger door + reverse monitoring. Capacity of the hard disk not less than 500GB.	

5.4	Electrical circuit Moisture-proof 24V, single-wire with negative grounding.	
5.5	Front, side and rear LED rolling electronic road signs.	
5.6	Anti-fog LED headlights.	
5.7	LED Light Passenger compartment lighting, door space lighting and driver compartment lighting.	
5.8	USB connectors for charging in the driver's workplace area and passenger compartment.	
5.9	Automatic stop announcement system (with GPS). A dictating machine for background music, radio, and stop announcements is installed as an integral part of the on-board computer. It must be able to identify a specific geographic area using GPS and support reprogramming via a web interface or other software. Stop information and other content is downloaded via a web interface or other software, wirelessly, directly to a writable flash drive. Files must be named by category and played separately (stop, next stop, music, radio in any combination, with pauses and reference to geographic coordinates). The placement of the A dictating machine is agreed upon with the Buyer.	
5.10	Voice amplifiers in the passenger compartment and microphone in the driver compartment.	
5.11	Digital, LED information panels in front, behind and on the right Top of the bus.	
5.12	The bus shall be equipped with Wi-Fi access point providing a reliable and stable signal of standard 802.11a/b/g/n in any part of the buses. The wi-fi modem shall be of industrial use with 2 SIM slots, operate in 3G 4G LTE networks utilizing the bands in use by the network operators in Georgia, and shall provide not less than 80 user connections simultaneously. The Wi-Fi-equipment shall be designed for the use on the vehicles and shall be protected from vibrations, shocks, dust and moisture.	
5.13	Buses must be equipped with electrical wiring adapted to the payment systems operating in Georgia in order to install the appropriate payment system equipment on them in the future. Detailed electrical diagrams necessary for the installation of these payment systems should also be presented. Payment systems equipment information will be provided by the purchaser according to which the manufacturer shall install the electrical wiring.	
6	Additional Equipment	
6.1	Front and rear towing connections	
6.2	Maintenance and use manual in Georgian or English Language.	
6.3	Hydraulic jack.	
6.4	Tire removing wrench	
6.5	First aid kit	
6.6	Set of maintenance spanners and wrenches	

6.7	Fire extinguisher: 2 pc. At least 5kg capacity manual fire extinguisher. At least 1 pc automatic centralized fire extinguishing system in the battery compartment. And At least 1 pc automatic extinguishing system in the heater compartment.	
6.8	The supplier is obliged to deliver together with the electric buses at least 1 set of all the equipment and software necessary for the electronic diagnosis of their main components, which will be compatible with both buses. The diagnostic equipment should diagnose the electric motor, battery, brake, electrical (electrical wiring, electronic control units, etc.), heating, air conditioning, and ventilation systems by specifying malfunction codes. The kit should also include instructions for detailed decoding of damage codes in electronic form.	
7	Specifications of the Charger	
7.1	Number of Charging pistols: not less than 2	
7.2	Input Voltage 380V \pm 15%, Three Phase System.	
7.3	Output Power not less than 160 kW	
7.4	Output Voltage not less than 200V.	
7.5	Output Current not less than 400A. For each connector not less than 200A.	
7.6	With TFT touch screen display, size not less than 8" Language: English.	
7.7	Charging Cable Each not less than 5m. Length. With Pistols	
7.8	Time required for full charging batteries 2Buses at the same time: not more than 4.5 hours. Time required for full charging batteries of 1 Bus: not more than 2.5 hours.	
7.9	Cooling method: Forced Fun	
8	Warranty Terms and conditions	
8.1	Basic after-sale warranty for E-bus: : not less	
8.2	Warranty for traction battery system: : not less than 8 years or 500,000 km (whichever comes first)	
8.3	Warranty for drive motor, high-voltage generator, five-in-one controller, bus Controller : not less than 5 years or 300,000 km (whichever comes first)	
8.4	Warranty for The body against the rust for not less than 8 years.	
8.5	Warranty for wear parts: not less than 3 months or 20,000 kilometers from the date of delivery of the bus to the end user, whichever comes first. The supplier is obliged to provide detailed regulations for warranty maintenance during the entire warranty period. (Appendix N2 -warrant service regalement)	

		<p>8.6</p> <p>After sales service for the Vehicles is: “required”</p> <p>Bidder is requested to provide the name, address and phone number of the service centers in the following cities:</p> <p>Kutaisi (authorized service center is required).</p> <p>Letter of intent, confirmation letter or contract is acceptable.</p> <p>If the supplier is not Manufacturer, should submit Manufacturer's Authorization Letter as well.</p> <p>If the manufacturing defect is identified on the leading mechanisms (Electric motor, generator, battery, axles, electronic control units, Charger and other main components), prior to the first warranty service, the purchaser is authorized to require from the supplier replacing the defective item with the new one.</p> <p>The defective item shall be replaced not later than within 30 (thirty) calendar days.</p>	
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1.3.3 Drawings

This Request for Quotations includes “the following” drawings.

List of Drawings		
Drawing Nr.	Drawing Name	Purpose
Electric Bus		
Fast charger		
Etc.		

1.3.4 Inspection and Tests

The following inspections and tests shall be performed: *See also see CC17- Inspections and Tests*

The following inspections and tests shall be performed:

- The quality inspections and tests shall be carried out by the bidder with nominated independent inspection agency/Manufacturer before shipment and inspection certificate should be submitted before arrival of the Goods.
- The goods will also be inspected on acceptance by the inspection committee designated by the Purchaser. Inspection should take place at the presence of the bidder's representative(s)
- If the goods fail to meet the laid down specifications, the bidder shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

ANNEX 2: Quotation Forms

Supplier Quotation Form

(To be filled by the supplier)

From:	
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Email:	<i>[Insert Supplier's email address]</i>

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.:	GEF /REC Caucasus/G/01
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.

2. Eligibility

3. 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.

4. 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)

5. 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.

6. Performance Security

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

7. 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

8. Not Bound to Accept

We understand that you reserve the right to:

- a. 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
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

9. 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 <i>[insert place of destination] (named place)</i>	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)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date quoted phased Delivery periods if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							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. 4x5)	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	<i>[if known]</i> Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
							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)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
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 <i>[if applicable]</i>	
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
GEF /REC Caucasus/G/01
(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 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”), 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.
 - (a) the Letter of Award of Contract
 - (b) the Supplier’s quotation
 - (c) Conditions of Contract
 - (d) the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) 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

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) “CC” means the Conditions of Contract.</p> <p>(b) “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.</p> <p>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(d) “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.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “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.</p> <p>(g) “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.</p> <p>(h) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.</p> <p>(i) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</p> <p>(j) “Purchaser’s Country” is the country specified in the CC 2.</p> <p>(k) “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.</p> <p>(l) “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.</p> <p>(m) “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.</p>
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	(n) "The Project Site," where applicable, means the place named CC 2.
2. Purchaser, Purchaser's Country, Project Site/Final Destination	<p>2.1 The Purchaser is: The Regional Environmental Centre for the Caucasus (REC Caucasus)</p> <p>2.2 The Purchaser's Country is: Georgia</p> <p>2.3 Consignee: LLC "Kutaisi Transport Company"</p> <p>2.4 The Project Site(s)/Final Destination(s) is: Sulkhan-Saba Avenue 71 A , Kutaisi, Georgia</p>
3. Incoterms	3.1 The edition of Incoterms that shall apply is: Incoterms® 2020
4. Notices and Addresses for notices	<p>4.1 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.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p> <p><u>Address for notices to the Supplier:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p>
5. Governing Law	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country</p> <p>5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:</p> <p>(a) as a matter of law or official regulations, the Purchaser's country prohibits commercial relations with that country; or</p>

	(b) 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.
6. Settlement of Disputes	All disputes arising out of or in connection with the present contract shall be finally settled in common courts of Georgia.
7. Shipping and other documents to be provided	<p>7.1 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.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier</p> <ul style="list-style-type: none"> - <u>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);</u> - <u>insurance certificate,</u> - <u>Manufacturer's or Supplier's warranty certificate,</u> - <u>inspection certificate issued by nominated inspection agency or by Manufacturer;</u> - <u>Supplier's factory shipping details</u> <p><u>The above documents shall be received by the Purchaser before arrival of the Goods - on shipment.</u></p>
8. Contract Price	<p>8.1 The Contract Price is specified in Price Schedule 4.</p> <p>8.2 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.</p>
9. Terms of payment	<p><u>For nonresident suppliers</u> payment shall be made in the currency or currencies in which the selected quatatio is expressed.</p> <p><u>For resident suppliers</u> 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 <u>Delivery-Acceptance Act.</u></p> <p>Advance Payment:</p> <p>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</p>

	<p>bank demand guarantee for equivalent amount valid until the Goods and services are delivered and in the form of <u>Advance Payment Security</u> provided in the contract or another form acceptable to the Purchaser.</p> <p>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.</p> <p>Advance payment will be recovered from the final payment.</p> <p><u>The form of acceptable Bank Demand Guarantee is:</u></p> <p>A Bank Guarantee issued by a reputable bank acceptable to the Purchaser, in the format included in attached form of Performance Security.</p> <p>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.</p> <p>On Acceptance:</p> <p>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.</p> <p>(i) Supplier's Bank details:</p> <p><i>Bank:</i></p>
<p>10. Taxes and Duties</p>	<p>10.1 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.</p> <p>10.2 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.</p> <p>10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser</p>

	shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
11. Performance Security	<p>The amount of the Performance Security shall be: 10 % of Contract Price, denominated in the currency (ies) of the Contract.</p> <p>The Performance Security shall be in the form of the attached <u>Demand Guarantee</u> and be valid at least two (2) calendar years after <u>issuing the Delivery Acceptance - Act</u>.</p> <p>The forms of acceptable Performance Security is:</p> <p>A Bank Guarantee issued by a reputable bank acceptable to the Purchaser, in the format included in attached form of Performance Security.</p> <p>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.</p> <p>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).</p>
12. Subcontractors	12.1 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.
13. Specifications and Standards	13.1 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.

<p>14. Packing, marking and documentation</p>	<p>14.1 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.</p> <p>14.2 The packing, marking and documentation within and outside the packages shall be: <u>refer to the Technical Specifications</u></p>
<p>15. Insurance cover</p>	<p>15.1 The insurance coverage shall be as specified in the Incoterms.</p>
<p>16. Transportation</p>	<p>16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>insert</i> "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.</p> <p>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"</p> <p>"Mode of Transport: The main mode of international transport shall be by-----."</p>
<p>17. Inspections and Tests</p>	<p>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</p> <p>17.1 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.</p> <p>17.2 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.</p>

	<p>17.3 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.</p> <p>17.4 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.</p> <p>17.5 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>17.6 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.</p> <p>17.7 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</p>
<p>18. Delivery Date and Completion Date</p>	<p>18.1 The Delivery Date of the Goods shall be: _____ <i>[Insert the Delivery Date]. If phased delivery is allowed specify the acceptable delivery schedule].</i></p> <p>18.2 [if applicable] The Completion Date of Related Services shall be: _____ <i>[Insert the Completion Date if there are related services; otherwise delete this entry].</i></p>
<p>19. Liquidated damages</p>	<p>19.1 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.</p> <p>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.</p>
<p>20. Warranty</p>	<p>20.1 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.</p>

	<p>20.2 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.</p> <p>20.3 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.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be thirty (30) calendar days as <u>specified in the technical specification requirements Appendix N1</u></p> <p>20.5 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.</p> <p>20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: <i>final destination of the purchaser/Consignee</i></p>
<p>21. Copyright</p>	<p>21.1 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.</p>
<p>22. Fraud and Corruption</p>	<p>22.1 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.</p>
<p>23. Inspections and Audit</p>	<p>23.1 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 <u>request for quotations process and/or execution of Contract</u>. 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</p>

	exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to contract termination.
24. Limitation of Liability	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(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.</p>
25. Force Majeure	<p>25.1 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.</p> <p>25.2 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.</p> <p>25.3 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.</p> <p>25.4 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.</p>
26. Termination	26.1 Termination for Default

	<p>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:</p> <ul style="list-style-type: none"> (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. <p>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.</p> <p>26.2 Termination for Convenience</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) 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:</p> <ul style="list-style-type: none"> (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.
<p>27. Forced Labor</p>	<p>27.1 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.</p> <p>27.2 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.</p>

	<p>27.3 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.</p>
<p>28. Child Labor</p>	<p>28.1 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).</p> <p>28.2 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.</p> <p>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:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
<p>29. Health and safety obligations</p>	<p>29.1 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.</p>
<p>30. Patent Indemnity</p>	<p>30.1 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</p>

	<p>other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>b) the sale in any country of the products produced by the Goods.</p> <p>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.</p> <p>30.2 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.</p> <p>30.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>30.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p>31. Change Orders and Contract Amendments</p>	<p>31.1 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:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p>

	<p>(b) the method of shipment or packing;</p> <p>(c) changes in quantities of Goods to be supplied within the range specified herewith. <i>[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]”];</i></p> <p>(d) the place of delivery;</p> <p>(e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and</p> <p>(f) the Related Services to be provided by the Supplier.</p> <p>31.2 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.</p> <p>31.3 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.</p> <p>31.4 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.</p>
<p>32. Change in Laws and Regulations</p>	<p>32.1 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.</p>
<p>Additional Clauses</p>	<p><i>[insert any additional clauses as necessary, otherwise delete this row]</i></p>

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 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, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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.

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."

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]*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

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.*

at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [].²

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]*³, 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)]

² *Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.*

³ *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."*