

Section VII: Contract Terms and Conditions

Introduction

This document is developed for use with the contracts for the supply of Goods and Related Services.

The document consists of three complementary sections:

- (i) Contract Agreement;
- (ii) General Conditions of Contract;
- (iii) Particular Conditions of Contract.

Contract Agreement

This Contract Agreement is made on *[insert date]* *[insert month]*, *[insert year]*

Between *[insert the complete name of the Purchaser]*, a *[insert the description of the type of legal entity of the Purchaser]*, incorporated under the laws of *[insert the country of the Purchaser]* and having its principal place of business at *[insert the address of the Purchaser]* (hereinafter called the “Purchaser”) of the one part, and

[insert the name of the Supplier], a *[insert the description of type of the legal entity of the Supplier]*, incorporated under the laws of *[insert the country of Supplier]* and having its principal place of business at *[insert the address of the Supplier]* (hereinafter called the “Supplier”) of the other part.

Whereas the Purchaser desires that the Goods and Related Services known as *[insert a brief description of the Goods and Related Services]* should be supplied by the Supplier and has accepted a Tender by the Supplier for supply of these Goods and Related 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, in order of precedence, 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 Acceptance;
 - (b) the Letter of Tender;
 - (c) the Addenda nos. *[insert addenda numbers, if any]*;
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) the Requirements;
 - (g) the completed Schedules; and
 - (h) the Supplier’s proposal.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply of the Goods and Related Services in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods and Related Services, the Contract Price of *[insert amount(s) in figures and words and name(s) of currency(ies)]*, *[insert “including” or “excluding”]* VAT *[as well as import levies and duties]* 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.
5. Payment of the amounts due to the Supplier under the Contract may only be made to the following bank account(s):

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:
Payee's Bank Address:
SWIFT Code:

Correspondent bank details:

Correspondent Bank Name:
Address:
Account Name:
Account Number (IBAN):
SWIFT Code:

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signed by:	Signed by:
Name and Title of Signatory	Name and Title of Signatory
For and on behalf of the Purchaser in the presence of	for and on behalf the Supplier in the presence of
Witness:	Witness:
Name:	Name:
Address:	Address:
Date:	Date:

General Conditions of Contract

The General Conditions of Contract comprise the “General Conditions for Supply of Goods and Related Services” (2022) prepared by the European Bank for Reconstruction and Development (EBRD).

These Conditions are subject to the variations and additions set out in the Particular Conditions of Contract.

Copies of the EBRD Conditions of Contract can be obtained from:

European Bank for Reconstruction and Development

<https://www.ebrd.com/www.ebrd.com/work-with-us/procurement/Project-procurement/Standard-procurement-documents.html>

General contacts:

EBRD Procurement Policy and Advisory Department
European Bank for Reconstruction and Development

Five Bank Street

London E14 4BG

United Kingdom

Email: Procurement@ebrd.com

Particular Conditions of Contract

Preamble

The following Particular Conditions of Contract shall supplement the General Conditions of Contract ("GCC"). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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GCC 1. GENERAL PROVISIONS

GCC 1.1 DEFINITIONS

GCC 1.1.2 Parties and Persons

1.1.2.1 “Bank” means *[insert the name(s) of the bank(s)]*.

GCC 1.1.3 Dates and Periods

1.1.3.2 “Commencement Date” means the date of *[insert the event]*.

GCC 1.1.5 Other Definitions

1.1.5.5 “Purchaser’s Country” means *[insert the name of the Purchaser’s country]*.

1.1.5.6 “Site” means *[insert the place of the Site location]*.

1.1.5.8 “Disclosure Actions” means such action as defined in the Enforcement Policy and Procedures.

1.1.5.9 “Enforcement Actions” means such action as defined in the Enforcement Policy and Procedures.

1.1.5.10 “Enforcement Policy and Procedures” means the Enforcement Policy and Procedures *[insert the applicable edition]*, as amended from time to time, and any policy or procedures adopted by the EBRD as a successor to or replacement of such policy and procedures.

1.1.5.11 “Environmental and Social Action Plan” means the document entitled the environmental and social action plan, developed in accordance with the Environmental and Social Policy, reflecting the Contract specific ESHS, and appended to the Requirements.

1.1.5.12 “Environmental and Social Requirements” means the document entitled means the environmental and social performance requirements developed in accordance with the Environmental and Social Policy, reflecting the Contract specific ESHS, and appended to the Requirements.

1.1.5.13 “Environmental and Social Policy” means the Environmental and Social Policy, *[insert the applicable edition]*, as amended from time to time, and any policy or procedures adopted by the EBRD as a successor to or replacement of such policy and procedures.

1.1.5.14 “ESHs” means environmental, social, health and safety impact, standards, measures or actions, as appropriate and includes on a social side labour standards, as well as all social impacts on individuals, communities and workers, and the way, in which their working conditions, socio-economic status, cultural identify, human rights or health may be affected. It also includes measures to prevent or manage risks of sexual harassment, the Sexual Exploitation and Abuse (together referred to as the “Gender-Based Violence”) in the workplace and the community.

1.1.5.15 “ILO Core Conventions and Protocols” means the following International Labour Organisation conventions:

- C029 on Forced Labour (1930) and Its Supplementing Protocol P029 (2014);
- C087 on Freedom of Association and Protection of the Right to Organise (1948);

- C098 on the Right to Organise and Collective Bargaining (1949);
- C100 on Equal Remuneration (1951);
- C105 on the Abolition of Forced Labour (1957);
- C111 on Discrimination (Employment and Occupation) (1958);
- C138 on Minimum Age (1973);
- C155 on Occupational Safety and Health (1981);
- C182 on the Worst Forms of Child Labour (1999); and
- C187 on Promotional Framework for Occupational Safety and Health (2006).

- 1.1.5.16 “Independent Project Accountability Mechanism” means the accountability mechanism of the EBRD as set forth under the Project Accountability Policy dated April 2019, as such policy may be amended, supplemented or replaced from time to time.
- 1.1.5.17 “Mutual Enforcement Institution” means an international organisation that has entered into an agreement with the EBRD, pursuant to which such institution and the EBRD agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the EBRD that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.
- 1.1.5.18 “Procurement Policies and Rules” means the EBRD’s Procurement Policies and Rules *[insert the applicable edition]*, as amended from time to time, and any policy or procedures adopted by the EBRD as a successor to or replacement of such policy and procedures.
- 1.1.5.19 “Prohibited Practices” has the meaning as defined in the Enforcement Policy and Procedures.
- 1.1.5.20 “Sexual Exploitation and Abuse” means the following either of:
- (a) sexual exploitation, defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 - (b) sexual abuse, defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; or
 - (c) sexual harassment, defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature by the Supplier’s Personnel with other Supplier’s or Purchaser’s Personnel.
- 1.1.5.21 “Third Party Finding” means a final judgment of a judicial process in a member country of the EBRD or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.

GCC 1.2 INTERPRETATION

- GCC 1.2.2 The version of Incoterms shall be *[insert the edition]* of Incoterms, published by the International Chamber of Commerce, Paris.

GCC 1.3 COMMUNICATIONS

The agreed system of electronic transmission is *[insert the system]*.

The addresses of the recipients of communications:

For the Purchaser:

To: *[insert the name of the Purchaser]*
Attention: *[insert the name of person, as applicable]*
Address: *[insert the address of the Purchaser]*

For the Supplier:

To: *[insert the name of the Supplier]*
Attention: *[insert the name of person]*
Address: *[insert the address of the Supplier]*

GCC 1.4 LAW AND LANGUAGE

The governing Laws are that of: *[insert name of the country]*.

The ruling language is: *[insert the language]*.

The language for communications is: *[insert the language]*.

GCC 1.12 INSPECTIONS AND AUDIT BY THE BANK

The Supplier shall require and make available its officers, directors, employees, agents, representatives and Subcontractors as well as the Subcontractor's officers, directors, employees, agents or representatives with knowledge of the Contract to meet with and respond to questions from the Bank's representatives and to provide to the Bank promptly any information or documents necessary for (a) the Bank's investigation of allegations of Prohibited Practices, or (b) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Independent Project Accountability Mechanism.

The Supplier and its Subcontractors shall permit the Bank or persons appointed by the Bank to inspect the Site, as well as their assets, books, accounts, records, and other documents (on any media or in any format) relating to the procurement process, under which the Tender was submitted, or the Contract and to have such assets, books, accounts, records, and other documents audited by auditors appointed by the Bank, if required by the Bank.

The Supplier and its Subcontractors shall maintain all books, documents, records and other documents related to the Contract in accordance with the Laws, but in any case for at least six years from the date of substantial performance of the Contract.

The Supplier shall ensure that in any agreements with its Subcontractors concerning the execution of the Contract, provisions to the effect of this Sub-Clause are included.

GCC 1.13 COMPLIANCE WITH ILO PROVISIONS

The Supplier shall, and shall cause their Subcontractors involved in any part of the Contract:

- (a) to be in compliance with ILO Core Conventions and Protocols, including those in respect of forced labour, child labour, freedom of association, non-discrimination and equal opportunities; and
- (b) to permit the Bank and/or persons appointed by them, the right to inspect the aforementioned compliance.

GCC 1.13.1 Forced Labour

The Supplier and their Subcontractors shall not employ forced labour, which 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 labour, such as involuntary prison labour, indentured labour, bonded labour or similar labour contracting arrangements.

GCC 1.13.2 Child Labour

The Supplier and their Subcontractors shall not employ any person under the age of 18, in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, their education, or to be harmful to their health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Supplier and/or their Subcontractors shall follow those laws applicable to them. The Supplier and/or their Subcontractors shall put in place a procedure to verify the ages of young workers. Persons below the age of 18 years shall not be employed in dangerous work or services

GCC 1.13.3 Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Supplier and their Subcontractors shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Supplier and/or their Subcontractors shall enable alternative means for their personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Supplier and their Subcontractors shall not discourage their personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the personnel who participate, or seek to participate, in such organisations and bargain collectively. The Supplier and their Subcontractors shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce. The Supplier and their Subcontractors shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.

GCC 1.13.4 Non-Discrimination and Equal Opportunity

The Supplier and their Subcontractors shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Supplier and their Subcontractors shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. The Supplier and their Subcontractors shall ensure equal remuneration for men and women for work of equal value. In countries where the relevant labour laws provide for non-discrimination in employment, the Supplier and their Subcontractors shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Supplier and their Subcontractors shall meet this Sub-Clause requirements. Special measures of protection or assistance to remedy past discrimination or promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

GCC 4. SETTLEMENT OF DISPUTES

GCC 4 Settlement of Disputes

The rules of procedure for arbitration shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the Laws.

In the case of a dispute between the Purchaser and the Supplier, which is a national of a foreign country, the dispute shall be settled by arbitration in accordance with the provisions of [the United Nations Commission on International Trade Law (UNCITRAL Arbitration Rules).]

[If alternative arbitration rules are used, please specify the rules]

The place of arbitration shall be [insert the court/tribunal, city and country].

The arbitration proceedings shall be conducted in the language governing the Contract.

[If alternative dispute resolution method is used, please specify it].

GCC 6. DELIVERY

GCC 6 Delivery

The documents to be furnished by the Supplier are:

- (a) *for the Goods supplied from outside the Purchaser's country:*

The Goods shall be delivered CIP (place of destination).

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email or fax of the full details of the shipment, including: Contract number; description of Goods; quantity; the number and date of the usual transport document (such as railway or road consignment note, bill of lading, or multimodal transport document); date of shipment; expected date of arrival; vessel and ports of loading and discharge, if appropriate.

The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;*
 - (ii) original and [insert the number] copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and [insert the number] copies of non-negotiable bill of lading;*
 - (iii) copies of packing list identifying contents of each package;*
 - (iv) insurance certificate;*
 - (v) Manufacturer's warranty certificate;*
 - (vi) inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and*
 - (vii) certificate of origin.*
- (b) *for Goods supplied from within the Purchaser's country:*

The Goods shall be delivered [state the delivery terms] (place of destination).

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;*
- (ii) delivery note, railway receipt or truck receipt;*
- (iii) copies of packing list identifying contents of each package;*
- (iv) insurance certificate;*
- (v) Manufacturer's or Supplier's warranty certificate;*
- (vi) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;*
- (vii) evidence of payment of customs duties or other similar import taxes on directly imported components incorporated in the Goods; and*
- (viii) certificate of origin.*

The above documents shall be received by the Purchaser before arrival of the Goods at least one week before arrival of the Goods at the final destination and, if not received, the Supplier will be responsible for any consequent expenses.

(c) For the Related Services:

- (i) copy of the Supplier's invoice, showing a full description of the Services performed;
and*
- (ii) copy of the Acceptance Certificate signed by the Purchaser.*

GCC 7. SUPPLIER'S RESPONSIBILITIES

GCC 7.1 SUPPLIER'S GENERAL RESPONSIBILITIES

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Clauses 5 and 6.

GCC 7.2 SUPPLIER'S PERSONNEL

The Supplier's personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Purchaser may require the Supplier to remove (or cause to be removed) any person employed on the Site, including the Supplier's designated representatives, if applicable, who:

- (a) persists in any misconduct or lack of care;
- (b) carries out their duties incompetently or negligently;
- (c) fails to conform with any provisions of the Contract;
- (d) persists in any conduct which is prejudicial to the health or safety of others, or to the protection of the environment; or
- (e) based on reasonable evidence, has engaged in a Prohibited Practice during the execution of the Contract.

If appropriate, the Supplier shall then appoint (or cause to be appointed) a suitable replacement person.

GCC 7.3 ESHS REPORTING OBLIGATIONS

The Supplier shall report to the Purchaser as expeditiously as possible on any

- (a) incident, accident, which occurs on the Site, or has or is likely to have a significant adverse effect on the environment, the Supplier's personnel, or on public or occupational health or safety;
- (b) claim, proceeding, order or investigation commenced or threatened against the Supplier;
- (c) the results of any inspection carried out by the authorities;
- (d) violation of applicable laws, regulations or standards and any remedial action or fine relating to such violation, in respect of the ESHS matters; or
- (e) significant protest or petition by the Supplier's personnel or members of the public directed at or relating to the Contract.

GCC 8. CONTRACT PRICE

GCC 8 Contract Price

[The Contract Price shall be subject to price adjustments, using the following method to calculate the price adjustment:

$$P_n = \frac{I_n^G}{I_o^G} \times \frac{ER_o^{CB}}{ER_n^{CB}} \times P_o^G + \frac{I_n^{RS}}{I_o^{RS}} \times \frac{ER_o'^{CB}}{ER_n'^{CB}} \times P_o^{RS}$$

where:

P_n is the amount of the payment for the Goods and Related Services, upon application of a price adjustment factors;

P_o^G is the amount of the payment for the Goods, calculated based on the prices stated in the Price Schedules of the Contract;

P_o^{RS} is the amount of the payment for the Related Services, calculated based on the prices stated in the Price Schedules of the Contract;

I_o^G is an appropriate index applicable to the Goods/the industry in the country of origin on the Base Date ([state the index]);

I_o^{RS} is an appropriate index applicable to the Related Services/the industry in the country of origin on the Base Date ([state the index]);

I_n^G is an appropriate index applicable to the Goods/the industry in the country of origin on the date of invoice;

I_n^{RS} is an appropriate index applicable to the Related Services/the industry in the country of origin on the date of invoice;

ER_o^{CB} is the exchange rate of the index related currency of the index I^G , using the cross-rate of the Central Bank of the Purchaser's Country on the Base Date;

ER_n^{CB} is the exchange rate of the index related currency of the index I^G , using the cross-rate of the Central Bank of the Purchaser's Country on the date of invoice;

$ER_o'^{CB}$ is the exchange rate of the index related currency of the index I^{RS} , using the cross-rate of the Central Bank of the Purchaser's Country on the Base Date; and

$ER_n'^{CB}$ is the exchange rate of the index related currency of the index I^{RS} , using the cross-rate of the Central Bank of the Purchaser's Country on the date of invoice.

The above price adjustment formulae shall be applied subject to the following conditions:

- (a) no price adjustment shall be made to the portion of the Contract Price paid, as advance payment;
- (b) the adjustment is more than [insert the number] percent of the Contract Price;
- (c) no adjustment shall be payable for deliveries of the Goods or provision of the Related Services beyond the original contractual dates, unless otherwise agreed by the Parties in writing; and
- (d) notwithstanding the above, no adjustment shall be applied for periods of delay for which the Supplier is entirely responsible.]

GCC 9. TERMS OF PAYMENT

GCC 9 Terms of Payment

The terms of payment shall be as follows:

Payment for the Goods supplied from outside the Purchaser's country shall be made in the following manner:

- (a) *advance payment: ten (10) percent of the Contract Price shall be paid upon submission of a respective invoiced and an advance payment security in a form of an unconditional demand guarantee for an equivalent amount valid until the Goods are delivered;*
- (b) *on shipment: eighty (80) percent of the Contract Price of the Goods shipped shall be paid upon submission of documents specified in Clause 6 through an irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country; and*
- (c) *on acceptance: ten (10) percent of the Contract Price of the Goods received shall be paid on acceptance of the Goods within upon submission of a respective invoice supported by the Acceptance Certificate issued by the Purchaser for the respective delivery.*

Payment for the Goods supplied from within the Purchaser's country shall be made in the following manner:

- (i) *advance payment: ten (10) percent of the Contract Price shall be paid upon submission of a respective invoiced and an advance payment security in a form of an unconditional demand guarantee for an equivalent amount valid until the Goods are delivered;*
- (ii) *on delivery: eighty (80) percent of the Contract Price of the Goods delivered shall be paid on receipt of Goods against the invoice and upon submission of the documents specified in Clause 6;*
- (iii) *on acceptance: ten (10) percent of the Contract Price of the Goods received shall be paid on acceptance of the Goods within upon submission of a respective invoice supported by the Acceptance Certificate issued by the Purchaser for the respective delivery.*

Payment for the Related Services shall be made within upon receipt of an invoice supported by the Acceptance Certificate issued by the Purchaser in respect of provisions of the respective Related Services.

The issuing bank for the advance payment security shall have a minimum credit rating of:

[insert details of the minimum credit rating]

Unless expressly provided for in any other clause of the Contract, all payments shall be made by the Purchaser within *[insert the number]* days of receipt of an invoice or request for payment supported by the documents as stipulated above.

All payment will be made in *[insert currency or currencies]*.

Unless otherwise agreed by the Parties in writing, the payments shall be made into the bank account(s) held in the name of the Supplier and be located either in the Supplier's country of incorporation or domicile, as applicable, or in the country, where the Contract is implemented.

If the Supplier constitutes (under applicable laws) a JVCA of two or more persons, such account(s) shall be in the name of any such persons and shall be located in such person's country of incorporation or domicile, as applicable, or in the country where the Contract is implemented.

Notwithstanding the above, the Bank will not make payments to a bank account in a jurisdiction which is deemed by the Financial Action Task Force, hereinafter referred to as the "FATF", to be on the list of non-cooperative countries or territories¹ at the date of payment.

The interest rate that shall be applied is *[insert percent interest rate]* per cent per annum.

¹ The FATF list of Non-Cooperative Countries or Territories (the list of High-Risk Jurisdictions subject to a Call for Action), can be found on the following web-page: <https://www.fatf-gafi.org/en/publications.html>

GCC 11. PERFORMANCE SECURITY

GCC 11 Performance Security

A performance security shall be provided in the amount of *[“[insert percentage] per cent of the Contract Price” or “[insert the amount and the currency]”]*.

The performance security shall be in the form of an unconditional demand bank guarantee, using the model text annexed to the Contract and shall be valid until the end of the Supplier’s warranty obligations under the Contract.

The issuing bank shall have a minimum credit rating of:

[insert details of the minimum credit rating]

[specify alternative conditions of discharging the performance security, if differ from the standard ones]

After delivery and acceptance of the Goods, the performance security shall be reduced to *[“[insert percentage] per cent of the Contract Price” or “[insert the amount and the currency]”]* to cover the Supplier’s warranty obligations in accordance with GCC Clause 19.

GCC 12. SUBCONTRACTING

GCC 12 Subcontracting

The Subcontractors shall comply with the provisions of Clauses 28 and 29.

GCC 14. PACKING AND DOCUMENTS

GCC 14 Packing and Documents

The packing, marking and documentation within and outside the packages shall be:

[insert details required for packing marking and documentation]

GCC 15. INSURANCE

GCC 15 Insurance

The insurance coverage shall be in an amount equal to *[one hundred and ten (110) percent of the value of the Goods delivered on [insert the terms] from “warehouse to warehouse” on an “all risks” basis, including war risks and strikes]*.

[Specify insurance requirements, if different from above. Please consult the insurance advisors/brokers, as appropriate]

GCC 16. TRANSPORTATION

GCC 16 Transportation

[Specify the transportation arrangements if they are undertaken not in accordance with the underlying Incoterms].

GCC 17. INSPECTIONS AND TESTS

GCC 17 Inspections and Tests

The inspections and tests shall be:

[Pre-shipment inspection: [specify inspection and tests]

Acceptance test: [specify inspection and tests]]

The inspections and tests shall be conducted at:

[Pre-shipment inspection shall be undertaken at [specify the address]

Acceptance test shall be undertaken at [specify the address]]

GCC 18. LIQUIDATED DAMAGES

GCC 18 Liquidated Damages

The liquidated damage rate for late delivery of the Goods shall be *[“[insert percentage] per cent of the price of the Goods” or “[insert the amount and the currency]”]* per day of delay.

The liquidated damage rate for late provision of the Related Services shall be *[“[insert percentage] per cent of the price of the Related Services” or “[insert the amount and the currency]”]* per day of delay.

The maximum percentage of liquidated damages shall be *[“[insert percentage] per cent of the Contract Price” or “[insert the amount and the currency]”]*.

GCC 19. WARRANTY

GCC 19 Warranty

The warranty period shall be as follows:

In partial modification of the provisions of the GCC, the warranty period shall be [insert number] hours of operation or [insert number] days from date of the acceptance of the Goods or [insert number] days from the date of shipment, whichever occurs earlier.

The Supplier shall also comply with the performance and/or consumption guarantees provided by it ["in accordance with the Requirements" or "in respect of [list the specific guaranteed parameters in here]"].

If, for reasons attributable to the Supplier, these guaranteed parameters are not attained in whole or in part, the Supplier upon due consultations with the Purchaser shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof, as may be necessary in order to attain the parameters of the performance and/or consumption guarantees, and to carry out appropriate tests in accordance with Clause 17. All such actions shall be at the Supplier's own cost and expense; or*
- (b) pay to the Purchaser liquidated damages for failing to attain the parameters of the performance and/or consumption guarantees. The rate of these liquidated damages shall be [insert the appropriate amounts and currencies or percentage of the Contract Price for each guaranteed parameter]].*

The period for repair or replacement of the Goods or any parts thereof, as appropriate, shall be [insert number] days.

For the purposes of the warranty, the place(s) of final destination(s) of the Goods or their parts shall be: [insert the final destination].

Without prejudice to the other provisions of Clause 19, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in the repaired or replaced Goods or any parts thereof, upon receipt of a written notice of defect within the period equivalent to the period of the original warranty following the acceptance of the repaired or replaced Goods or parts thereof.

GCC 23. FORCE MAJEURE

GCC 23 Force Majeure

For the purposes of this Clause, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Supplier's personnel and Subcontractors;
- (iv) munition of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Supplier's use of such munitions, explosives, radiation or radio-activity;
- (v) natural catastrophes such as earthquake, fires, floods, hurricane, typhoon or volcanic activity;
- (vi) global or regional pandemic or epidemics officially declared by the Country authorities;
- (vii) any economic or financial sanctions or restrictive measures imposed by the authorities of any country or international organisation, having the effect of prohibiting, impairing or delaying in any material respect the performance by a Party under the Contract; or
- (viii) freight embargoes.

GCC 26. TERMINATION FOR DEFAULT

GCC 26.2 Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract may, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) if the Supplier has failed to comply with a notice under Sub-Clause 26.1;
- (b) if the Supplier has failed to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Sub-Clause 25; or
- (c) if the Supplier fails to comply with Sub-Clause 1.13.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to this Sub-Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

GCC 26.5 Termination for Prohibited Practices

If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Contract and expel its personnel from the Site.

GCC 28. PROHIBITED PRACTICES

GCC 28 Prohibited Practices

The Supplier shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents, representatives, or its Subcontractors to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Supplier, including its Subcontractors have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract; or
- (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.

GCC 29. ELIGIBILITY

GCC 29 Eligibility

The Supplier and its Subcontractors shall be an eligible entity, or individual as defined in the Procurement Policies and Rules.

The Supplier or a Subcontractor shall be deemed to have the nationality of a country of which they are citizen or they are incorporated or registered pursuant to the laws of such country.

If the Supplier or a Subcontractor constitutes (under applicable Laws) a JVCA of two or more persons, every such persons shall meet the eligibility requirements.

The Goods and Related Services to be supplied under the Contract shall be eligible for Bank financing in accordance with the Procurement Policies and Rules.

For the purpose of this Clause, origin means the country where the Goods have been produced, manufactured, or processed; or where the Related Services were provided.