

		whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC. u) The “Supplier's Bid” is the completed Bid document submitted by the Supplier to the Purchaser.
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract viz. SCC .
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Notification of Award (NoA) (3) Negotiation Minutes, if any. (4) Form of Bid (5) Special Conditions of Contract, (6) General Conditions of Contract, (7) Specifications (8) Completed Schedules (including Price Schedules), and (9) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC .
	3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect.

	3.3	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
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4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in SCC .
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the Standards mentioned in the Technical Specifications, and, when no applicable Standard is mentioned, to the authoritative Standards appropriate to the Goods' country of origin. Such Standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by RIMES or its nominated external agency or donor agencies (financing institutions)	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

	8.4	The Supplier shall permit RIMES or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by RIMES or / and the appropriate donor agencies (financial institutions), if so required by RIMES or / and the appropriate donor agencies (financial institutions).
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9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof from its country of origin or elsewhere.
	9.2	The patent right 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 patent right in such materials shall remain vested in such third party.
10. Performance Securities	10.1	The Performance Security or Performance Securing Declaration shall be provided to the Purchaser no later than the date specified in the Notice of Award. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
	10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the banning of the supplier for the number of years so specified in the Performance Securing Declaration.

11. Inspections and Test	11.1	The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
	11.4	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in RIMES office in the Destination Country shall in no way be limited by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping of goods from abroad and/or other documents to be furnished by the Supplier shall be specified in SCC .
	13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris as specified in the SCC .
	13.3	Documents to be submitted by the Supplier for goods delivered from within the Destination Country are specified in SCC .
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Destination Country, as shall be specified in the Contract, shall be arranged, and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Destination Country, defined as the RIMES Office (End User), transport to such place of destination in the Destination 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.

16. Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		a) Performance or supervision of on-site assembly

		and/or start-up of the supplied Goods; b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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.
17. Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b) In the event of termination of production of the spare parts: i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

18. Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the Destination Country.
	18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
	18.3	The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Purchaser may proceed to take 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.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
	19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.

	19.3	Payments shall be made promptly by the Purchaser, within twenty eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Bid validity extension, as the case may be.
	20.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components shall be done in accordance with the formula shown in the SCC .
21. Change Orders	21.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following:
		a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier.

	21.2	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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
	21.3	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.
22. Contract Amendments	22.1	Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Subcontracting	24.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

	25.3	Except as provided under GCC 28 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
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26. Liquidated Damages	26.1	Subject to GCC Clause 28 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC . Once the said maximum is reached, the Purchaser may consider termination of the Contract pursuant to this Clause.
27. Termination for Default	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a) the Supplier fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) The supplier has abandoned or repudiated the contract. d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; e) a payment is not paid by the Purchaser to the Supplier after 90 days from the due date for payment; f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract.

		For the purpose of this clause: “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a RIMES official in the procurement process or contract execution; “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any
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		party or the property of the party for the purpose of influencing improperly the action or that party in connection with the procurement or in furtherance of corrupt practice or fraudulent practice; “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish bid prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition; “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;
	27.4	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Force Majeure	28.1	Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, 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.

29. Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. Termination for Convenience	30.1	The Purchaser, by written 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 Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to arbitration.
	31.2	If, after twenty eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.

	31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC .
32. Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8, a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
33. Notices	33.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Destination Country.
	34.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Destination Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

Sr. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is Director, RIMES
2.	Commencement Date	1.1(d)	The Commencement Date is: <i>[insert date]</i>
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: <i>[insert date]</i>
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: <i>[Name and address]</i>
5.	Name of Supplier	1.1(q)	The Supplier is: <i>[Name and address]</i>
6.	Project Name	1.1(r)	The Project name is: <i>[insert name]</i>
7.	End User	1.1(u)	The End User is DNTM
8.	Destination Country	1.1 (m)	The Destination Country is: Timor-Leste
9.	Conditions Precedent	3.1	Conditions precedent to Contract effectiveness shall be: <i>[list down if any otherwise state not applicable]</i>
10.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent: <i>[insert date]</i>
11.	Governing Language	4.1	The Governing Language shall be: English
12.	Applicable Law	5.1	The Applicable Law shall be: Laws of the Kingdom of Thailand
13.	Performance Security / Performance Securing Declaration	10.1	Performance Security is applicable. In the case of Performance Security, it shall be in the form of: Bank Gurantee The amount of Performance Security shall be. 10% of the contract price.
14.	Reduction of Amount of	10.3	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent

	Performance Security		of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2
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Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
15.	Required Inspections and Tests	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.
16.	Packing of Goods	12.2	The following SCC shall supplement GCC 12.2: The Goods shall be packed properly in accordance with Standard export packing specified by the Purchaser in the Technical Specification or as it is required for its safe and secure transportation to the End user location in the Destination Country.

17.	Delivery Documents of Goods from Abroad (from other than the Destination Country)	13.1	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii) One original plus four copies of the 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; and
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Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			(vii) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Purchaser at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. <i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i>
18.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): 2020
19.	Delivery Documents of Goods from within the Destination Country	13.3	For Goods from within the Destination Country: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, airway bill or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Destination Country's Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

20.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
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Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
21.	Incidental Services	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC 16 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
22.	Spare Parts	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
23.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be (18) months from date of acceptance of the Goods or (24) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier 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 contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 per cent per week or part thereof, of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
24.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: (One month)

25.	Payment of Goods from Abroad (from other than the Destination Country)	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad:
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Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			Payment of foreign currency portion shall be made in USD (i) Advance Payment: 20% percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Bidding Documents or another form acceptable to the Purchaser. (ii) On Shipment: 70% percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1. (iii) On Acceptance: 10% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in: <i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

26.	Payment of Goods from Within the Destination Country	19.1	Payment for Goods and Services supplied from within the Destination Country: Payment for Goods and Services supplied from within the Destination Country shall be made in (_____), as follows: (i) Advance Payment: 20% percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Purchaser. (ii) On Delivery: 70% percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. (iii) On Acceptance: The remaining 10% percent of the Contract Price shall be paid to the Supplier
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Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
27.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be 1.5%.
28.	Currencies of Payment	19.4 & 19.5	Currency (ies) of Payment shall be: USD
29.	Price Adjustment	20.2 & 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A <i>[To be inserted only if price is subject to adjustment.]</i>
30.	Liquidated Damages	26.1	Applicable rate: 0.5 per cent per week or part thereof, of undelivered materials/good's value. Maximum deduction: is equal to the performance security.
31.	Arbitration Institution and Place for Carrying out Arbitration	31.3	Arbitration institution shall be <i>[insert: institution]</i> Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>
32.	Addresses for Issuing Notices	33.1	—Purchaser's address for notice purposes: <i>[insert Purchaser's address]</i> —Supplier's address for notice purposes: <i>[insert Supplier's address]</i>

Attachment: Price Adjustment Formula: Not Applicable

If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 20.3 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier. P_0
= Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a , b , and c as specified by the Purchaser are as follows:

$a = [\text{insert value of coefficient}]$ $b =$
 $[\text{insert value of coefficient}]$ $c =$
 $[\text{insert value of coefficient}]$

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the

prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Bidder before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Notice of Intention to Award the Contract, which shall not form part of the contract.



Regional Integrated Multi-Hazard Early Warning System

2nd Fl. Outreach Bldg., AIT Campus, Klong Nung, Klong Luang, Pathumthai 12120, Thailand
Tel/Fax: +662 524 5902 Email: rimes@rimes.int Website: <http://www.rimes.int>

Notice of Intention to Award a Contract

Ref. No: *[insert ref. no.]*.....

Date:

To: *[name and address of the Contractor]*

Sub: Number *[insert No of contract]* **for** *[description]*

Reference is made to the above subject matter.

The submitted bids were evaluated according to the criteria stated in the bid document. Based on the bid evaluation, we announce our intention to award a contract to M/s: *(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period/delivery period of *(insert the duration)*.

Your bid was not considered for award of the contract due to the following reasons⁹

- 1)
.....
- 2)
.....
- 3)
.....

Please be informed that you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your bid for administrative review. The complaints must be in writing, clearly identifying the bid in question, detailing ground(s) of the complaint and should be submitted to the Chairperson, Procurement Complaints Committee, RIMES through email at: director.programunit@rimes.int with a copy marked to the Procurement unit of RIMES at: procurement@rimes.int.

We would like to thank you, for your time and efforts in preparing a response to this Bid. We appreciate your interest in doing business with us and encourage you to participate in our future

bids.

Authorized Signature:

Name and Title of Signatory:

Address of RIMES Office:

⁹Insert the reasons for non-selection of the Bidder for the award of contract. The reasons given here should be those which appear in the evaluation report, and which were approved by the Approving Authority as justifiable reasons to turn down the offer given by the Bidder.



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2. Notice of Award

[date]

To: [name and address of the Supplier]

RE: **NOTIFICATION OF AWARD OF CONTRACT FOR BID NO. [insert bid number] FOR [insert bid description]**

This is to notify you that, your bid dated [insert date] for execution of the [insert Contract number and description, provided in the Special Conditions of Contract] for the Accepted Contract Amount of the equivalent of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are requested to furnish the Performance Securing Declaration or Performance Security¹⁰ within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in **Section X, Contract Forms of the Bidding Document**.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:.....

Attachment: Contract Agreement

Copy:

¹⁰Insert the appropriate form of security to be furnished.

3. Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this [*day of the month*] day of [*insert a month*], [*insert a year*] between [*name and address of Purchaser*] (hereinafter called "the Purchaser") of the one part and [*name and address of Supplier*] (hereinafter called "the Supplier") of the other part:

[Note: In the text below, text in brackets is optional; all notes should be deleted in final text. If the Supplier consist of more than one Entity, the above should be partially amended to read as follows:]

"[*insert the name of Employer*] (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [*insert of name of entity*] and [*insert name of entity*] and [*etc.*] (hereinafter called the "Supplier") each of which shall be jointly and severally liable to the Employer for all the Suppliers' obligations under this Contract.

WHEREAS the Purchaser invited Bids for certain goods and related services, viz., [*insert brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*insert contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Notice of Award
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Bid
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Drawings, if any
 - (i) Completed Schedules (including Price Schedules), and

- (i) [Other relevant document(s): *List any*]
3. The mutual rights and obligations of the Employer and the Supplier shall be as set forth in the Contract, in particular:
- a) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the Contract.
 - b) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER		THE SUPPLIER	
Name:		Name:	
<i>(Authorized Representative)</i>		<i>(Authorized Representative)</i>	
Designation:	.....	Designation:	.....
Signature:	.....	Signature:	.....
Date:	.....	Date:	.....
WITNESS		WITNESS	
Name:	.....	Name:	.....
Designation:	.....	Designation:	.....

4. Performance Securing Declaration

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

Contract No.: *[insert Contract number]*

To: *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Notification of Award and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from Bidding for any procurement contract with any procuring entity for the period of time determined by the RIMES in accordance with the procedures stipulated in the RIMES Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the goods by the Purchaser.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert complete name of person signing the Performance Securing Declaration]*

Duly authorized to sign the Contract for and on behalf of: *[insert complete name of Supplier]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal(where appropriate)

5. Performance Security Form

Option 1- Bank Guarantee

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

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted

from the final product.

6. Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20__, for *[name of contract and brief description of Goods]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

7. Advance Payment Security

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 19 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

