

**REPUBLIC OF RWANDA**

**Contract for the supply of.......................**

**By and between**

**The Government of Rwanda**

**Name of the Procuring Entity:................................**

**And**

**………...**

**Contract number: …………………….**

**Contract amount and currency: …………………………**

**Contract duration: ………………..**

**Contract administrator/Manager: ………………….**

**Date of contract: ……………………..**

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| Section VI. General Conditions of Contract |

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This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms……………………, the ……………… of the Ministry of ………/name of the Public Institution (Hereinafter referred to as “**the Procuring Entity**” and …………….. Ltd/Co, ........ incorporated in (Country) ………………… under the Registry number ……………………. Represented by Mr/Mrs/Ms ……………………….., ID/PC N°………………………………………..issued at………………………………………the ……………… of the company Hereinafter referred to as the “**Supplier**”

WHEREAS

(a) the Procuring Entity has requested the Supplier to supply goods and related services as specified in the General Conditions of Contract attached to this Contract (hereinafter called the “Goods”);

(b) the Supplier, having represented to the Procuring Entity that they have the required capacity, have agreed to supply the goods and related services on the terms and conditions set forth in this Contract;

1. the Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the goods and related services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

**Or** (c) the Procuring Entity has received Government funds and intends \_\_\_\_\_\_\_

**Or** (c) the Procuring Entity has decided to allocate a portion of its own budget to finance \_\_\_\_\_\_\_\_

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The list of goods, technical specifications and supply requirements

(d) Contract negotiations minutes

(e) The bidding document;

(e) The bid

1. The mutual rights and obligations of the Procuring Entity and the Supplier shall be as set forth in the Contract, in particular:

(a) the Supplier shall supply the goods and related services in accordance with the provisions of the Contract; and

(b) the Procuring Entity shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year hereunder written.

For and on behalf of *[name of the Procuring Entity]*

*[Authorized Representative]*

For and on behalf of *[name and legal status of Supplier]*

*[Authorized Representative]*

## Section VI. General Conditions of Contract

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| **1. Object of the contract** 1.1 The object of this contract is to supply to the procuring entity the goods and related services as specified in the list of goods and related services, technical specifications and supply requirements.**2. Definitions**2.1 The following words and expressions shall have the meanings hereby assigned to them: “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Day” means calendar day unless provided otherwise.“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. “Force majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. “GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract. “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.****3. Interpretation**3.1. If the context so requires it, masculine also means feminine, singular also means plural and vice versa.3.2 INCOTERMSUnless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by INCOTERMS;The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTERMS specified in the **SCC** and published by the International Chamber of Commerce in Paris, France. |
| **4 Contract Documents**4.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.  |
| **5 Fraud and Corruption*** 1. If the Procuring Entity determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 3.1 of IS shall apply.
	2. (a) For the purposes of this Sub-Clause:

(i) “corrupt practice”[[1]](#footnote-1) means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity the action of a public official in the procurement process or in contract execution; * 1. “fraudulent practice”[[2]](#footnote-2) means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice”[[3]](#footnote-3) means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and(iv) “coercive practice”[[4]](#footnote-4) means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;(v) “obstructive practice” is(i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(ii) acts intended to materially impede the exercise of RPPA’s inspection and audit rights provided for under Clause 10 [Inspections and Audits by RPPA].* 1. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.
 |
| **6 Entire Agreement**6.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.**7 Amendment**7.1 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.7.2 The amendment shall not affect the substance and the nature of the original contract, and any amendment increasing 20% of the contract shall require a new tender.1. **No waiver**

8.1 Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.1. **Severability**

9.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| **10 Language**10.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.* 1. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
 |
| 1. **Joint Venture, Consortium or Association**

11.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The lead company serving as the authorized representative of others shall provide as part of their bid a written agreement confirming its representation and the scope of its powers. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity. |
| 1. **Notices**
	1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.
	2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
 |
| 1. **Governing Law**
	1. The Contract shall be governed by and interpreted in accordance with the laws of Rwanda.
 |
| 1. **Settlement of Disputes**

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| **14.1 Amicable Settlement**14.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. |
| * 1. **Other ways of dispute settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC.** |

 |
| 1. **Inspections and Audit by RPPA**

15.1 The Supplier shall permit RPPA and/or persons appointed by RPPA to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by RPPA if required by RPPA. The Supplier’s attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of RPPA’s inspection and audit rights provided for under Clause 10 constitute a prohibited practice subject to contract termination as well as to be excluded from participating in public procurement. |
| 1. **Scope of Supply**

16.1 The Goods and Related Services to be supplied shall be as specified in the list of goods and related services, technical specifications and supply requirements. |
| 1. **Delivery and Documents**

17.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in list of goods , related services and technical specifications. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC.** |
| 1. **Supplier’s Responsibilities**

18.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. |
| 1. **Contract Price**

19.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized **in the SCC.**  |
| 1. **Terms of Payment**
	1. The Contract Price, including any Advance Payments, if applicable, shall be paid **as specified in the SCC.**
	2. The Supplier’s request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
	3. Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
	4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed. However, Companies registered in Rwanda or those owned by Rwandan nationals shall only be paid in Rwanda currency.
	5. In the event of a disputed invoice, the Procuring Entity shall notify the supplier in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Procuring Entity shall pay the remaining portions, if any, of such invoice.
 |
| 1. **Taxes and Duties**
	1. For goods manufactured outside Rwanda, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Rwanda.
	2. For goods Manufactured within Rwanda, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	3. If a specific law provides for tax exemptions, reductions, allowances or privileges the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax exemptions, reductions, allowances or privileges.
 |
| 1. **Performance Security**
	1. If required **in the SCC**, within the period specified by the procurement regulation, the Supplier shall, provide a performance security for the performance of the Contract in the amount **specified in the SCC.**
	2. The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
	3. **As specified in the SCC**, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Procuring Entity **in the** **SCC,** or in another format acceptable to the Purchaser.
	4. The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier in two phases. The first half shall be returned within thirty (30) days following provisional acceptance of goods (if there is any), and the second half shall be returned within thirty (30) days following the final acceptance of goods.
 |
| 1. **Copyright**

23.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party |
| 1. **Confidential Information**
	1. The Procuring Entity and the Supplier shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
	2. The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
	3. The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

the Procuring Entity or Supplier need to share with RPPA or other institutions participating in the financing of the Contract; now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.* 1. The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	2. The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
 |
| 1. **Subcontracting**
	1. The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	2. Subcontracts shall comply with the provisions of GCC Clauses 5 and 12.
 |
| 1. **Specifications and Standards**

26.1 Technical Specifications and Drawings:The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Purchaser.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33. |
| 1. **Packing and Documents**
	1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.
	2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC,** and in any other instructions ordered by the Purchaser.
 |
| 1. **Insurance**

28.1 Unless otherwise **specified in the** **SCC,** 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 accordance with the applicable INCOTERMS or in the manner **specified in the SCC.**  |
| 1. **Transportation**

29.1 Unless otherwise **specified in the** **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS.  |
| 1. **Inspections and Tests**
	1. The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the** **SCC.**
	2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in Rwanda as **specified in the SCC.** Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
	4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
	5. The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	6. The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
	7. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
	8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
 |
| 1. **Liquidated Damages**

31.1 If the Supplier fails to deliver by the Date(s) of delivery period specified in the Contract, the purchaser may without prejudice to other available remedies for the purchaser, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1‰ of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 5% of the contract price**.** Once the maximum is reached, the purchaser may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed the period **specified in SCC** and penalties shall continue to accrue until full completion of the contract or termination. |
| 1. **Warranty**
	1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	2. Subject to GCC Sub-Clause 21(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
	3. Unless otherwise **specified in the SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the** **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
	4. In case of any defect the Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
	5. Upon receipt of such notice, the Supplier shall, within the period **specified in the** **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	6. If having been notified, the Supplier fails to remedy the defect within the period **specified in the** **SCC,** the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
 |
| 1. **Patent Indemnity**
	1. The Supplier shall, subject to the Procuring Entity’s compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and the sale in any country of the products produced by the Goods. 33.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.* 1. If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	2. If the Supplier fails to notify the Procuring Entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
	3. The Procuring Entity shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	4. The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.
 |
| 1. **Limitation of Liability**

34.1 Except in cases of criminal negligence or wilful misconduct, (a) the Supplier shall not be liable to the Procuring Entity, 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 Procuring Entity and(b) the aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement |
| 1. **Change in Laws and Regulations**

35.1 If after the deadline for submitting bids any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Rwanda where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. 35.2 Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14. |
| 1. **Force Majeure**
	1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within five (5) days of such condition and the cause thereof. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 |
| 1. **Change Orders and Contract Amendments**
	1. The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; and the Related Services to be provided by the Supplier.* 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Procuring Entity’s change order.
	2. 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.
	3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties and in the limits provided for by the law on public procurement as modified and completed to date.
 |
| 1. **Extensions of Time**
	1. If at any time during performance of the Contract but not later the period **specified in SCC**, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Unless and until the Supplier receives a notification of the new extended delivery date, there shall be no extension to the date.
	2. Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.
 |
| 1. **Termination**
	1. Termination for Default

The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33; if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity 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 Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.* 1. Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser* 1. Termination for Convenience.

The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect: to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. **Assignment**

40.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 1. **Export Restriction**

41.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Rwanda, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity and of RPPA that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the purchaser’s convenience pursuant to Sub-Clause 39.3. |

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| Section VII. Special Conditions of Contract |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.**[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]* |
| **GCC 2.1(i)** | The *Procuring Entity* is: *[Insert complete legal name of the Purchaser]*  |
| **GCC 2.1 (n)** | The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*  |
| **GCC 3.2 (b)** | The version edition of INCOTERMS shall be *[insert date of current edition]* |
| **GCC 10.1** | The language shall be: *[insert the name of the language]*  |
| **GCC 12.1** | For **notices**, the *Procuring Entity*’s address shall be:Attention: *[ insert full name of person, if applicable]*Street Address: *[insert street address and number]*Floor/ Room number*: [insert floor and room number, if applicable]*City: *[insert name of city or town]*Telephone: *[include telephone number, including country codes]*Facsimile number: *[insert facsimile number, including country codes]*Electronic mail address*: [insert e-mail address, if applicable]*  |
| **GCC 13.** | The governing law shall be the laws of Rwanda |
| **GCC 9.2** | The rules of procedure for dispute settlement proceedings pursuant to GCC Clause 14 shall be as follows:Option for mediation:“If the parties fail to resolve the dispute by the method of amicable settlement, the dispute shall be submitted to mediation in accordance with Kigali International Arbitration Centre mediation rules in force in a period of thirty (30) days from the date the request for mediation was submitted”. Parties agree to share equally the costs of the mediation but which shall not include the expenses incurred by each party for its own legal representation.”Option for litigation: “If the parties cannot settle the dispute amicably or by mediation within thirty (30) days after appointment of the mediators, the matter shall be referred to national courts of competent jurisdiction.”Option for arbitration:1. “Any dispute or difference between the Parties as to the interpretation or implementation of this Agreement or in respect of any matter or thing arising under, out of or in connection with this Agreement that cannot be settled by amicable settlement or mediation (when provided for), shall be settled by arbitration in accordance with Kigali International Arbitration Centre (KIAC) rules.
2. The number of arbitrators to the proceedings shall be …..(Choose the number of arbitrators/can be one or three).
3. The seat for arbitration shall be ……… (Choose the seat).
4. The language for arbitration proceedings shall be …..(Choose the language).
5. The award renderedby the arbitrator(s) shall be final and binding andshall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs including legal fees to be paid by the party against whom enforcement is ordered.

In case the other party wishes to use a different arbitration mechanism namely UNICTRAL, EACJ, or any other the Procuring Entity shall seek for advice from the Ministry of Justice/Attorney General’s Office.Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any money due the Supplier. |
| **GCC 17** | Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details* *etc].*The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 19** | The prices charged for the Goods supplied and the related Services performed *[insert “shall” or “shall not,” as appropriate]* be adjustable.If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]* |
| **GCC 20.1** | ***Sample provision***GCC 20.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:Payment of foreign currency portion shall be made in ( ) *[currency of the Contract Price]* in the following manner:(i) **Advance Payment:** Twenty (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 Procuring Entity.(ii) **On Shipment:** The Supplier shall be paid Seventy (70) percent of the Contract Price of the Goods shipped upon presentation of all shipping documents including the bill of lading, insurances and any other required document according to the INCOTERMS used.(iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within forty (45) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.Payment of local currency portion shall be made in *[currency]* within forty (45) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.All payments will be made within fifteen (45) days after receipt and approval of the supplier’s invoice and shall be paid to the following account:Account Holder: ……………………..Account number: …………………Bank Name: ………………Bank Address: ………………..Note: Payment can be made through confirmed and irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12 upon approval by the Ministry of Finance and Economic Planning. |
| **GCC 22.1** | A Performance Security *[ insert “shall” or “shall not” be required]**[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non performance by the Supplier. A percentage(%) between 5 and 10 is used under normal circumstances]*  |
| **GCC 22.3** | If required, the Performance Security shall be in the form of : *[insert “a Bank Guarantee” or ”]*If required, the Performance security shall be denominated in *[insert “a freely convertible currency acceptable to the Procuring Entity” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]* |
| **GCC 22.4** | Discharge of the Performance Security shall take place: *[ insert date if different from the one indicated in sub clause GCC 17.4]* |
| **GCC 27.2** | The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*   |
| **GCC 28** | The insurance coverage shall be as specified in the INCOTERMS*.*If not in accordance with INCOTERMS, insurance shall be as follows:*[insert specific insurance provisions agreed upon, including coverage, currency an amount]* |
| **GCC 29** | Responsibility for transportation of the Goods shall be as specified in the INCOTERMS. If not in accordance with INCOTERMS, responsibility for transportations shall be as follows: *[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Rwanda, defined as the Project Site, transport to such place of destination in Rwanda, 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”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]* |
| **GCC 30.1** | The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| **GCC 30.2** | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]* |
| **GCC 31** | The liquidated damage shall be: [*insert number]* % per dayThe maximum amount of liquidated damages shall be: *[insert number]* %Once the contract is not terminated while the maximum of liquidated damages of 5% is reached, the contract extension shall not exceed *[insert time period ]* |
| **GCC 32.3** | The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be:*[insert name(s) of location(s)]* |
| **GCC 32.5** | The period for repair or replacement shall be: *[insert number(s)]* days. |
| **GCC 32.6** | The period for repair the defect shall be: *[insert number(s)]* days. |
| **GCC 38** | The period for notification of the cause and the likely duration of *delay [insert time period]* |

1. “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-1)
2. a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-2)
3. “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels. [↑](#footnote-ref-3)
4. a “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-4)