Standard Procurement Documents

**Request for Quotation**

**Procurement of Goods**

**Agence Française de Développement**



**FEBRUARY 2024**

**Preamble**

This Standard Request for Quotation (“SRfQ”) for Procurement of Goods has been prepared by Agence Française de Développement (AFD).

It is based on the “international best practice”. This standard document must be used by the Purchasers, whenever possible, in the context of projects partially or entirely funded by AFD. The Purchaser shall make the necessary changes to the document in relation to local practice. The Purchaser shall also make sure of its suitability to the case envisaged, in particular with regard to applicable law and the completeness of the document. The Agence Française de Développement will not be liable for the use of these documents by Purchasers in part or full.

**The Purchaser must identify qualified, experienced and interested Suppliers and then establish a short list of such Suppliers, the number of which must be between three (3) and six (6) before the Request for Quotation is issued. The Purchaser is responsible for ensuring that all prospective Suppliers are able to provide the required goods as scheduled, before including them in the short list.**

***The text shown in italics and highlighted in yellow* constitutes "Notes to the Purchaser". It provides guidance to the entity in charge of preparing the specific Request for Quotation (“RFQ”). “Notes to the Purchaser” should be deleted in the final RFQ sent to the Suppliers. Similarly, this “Preamble” section should not be part of the final RFQ sent to the Suppliers.**

AFD welcomes any feedback from users on these documents. Those wishing to submit comments or questions on this SRfQ should do so by writing to the following address:

\_Passation\_Marche@afd.fr

**Request for Quotation**

**for**

**Procurement of Goods:**

*[insert identification of the Goods]*

**Reference No.:** *[insert reference number]*

**Name of the Project:***[insert name of the Project]*

**Purchaser:** *[insert name of Purchaser]*

**Country:** *[insert Country]*

**Issued on:** *[insert date]*

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# PART 1 – Request for Quotation

## Section I – Instructions to Suppliers

RFQ Reference No.:

Date of issue:

Country: \_

Name of the Project:

To: *[insert name of Supplier]*

Sir/Madam,

1. **Request for Quotation (RFQ)**

The *[insert Purchaser’s name] [insert “*has applied for” *or* “has received”*]* financing from the Agence Française de Développement (AFD) to finance the cost of the *[insert name of the Project].* The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which this Request for Quotation (RFQ) is issued.

The *[insert Purchaser’s name]* herein calls for Quotations for the supply of Goods *[add, if applicable*, “and Related Services”,*]*, namely, *[insert a brief description of the Goods and Related Services].* For further details on the Goods *[add, if applicable,* “and Related Services”,*]*, please refer to Section III – Purchaser’s Requirements.

This RFQ has been addressed to the Suppliers appearing in the following short list:

*[Insert short list of Suppliers]*

1. **Eligibility, conflict of interest and fraudulent practices**

## AFD requires compliance with its rules and conditions regarding eligibility, fraudulent practices, conflicts of interest and social and environmental responsibility, as specified in Appendix A – Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility of Section V – Appendixes to the Conditions of the Contract, and the Statement of Integrity, Eligibility and Social and Environmental Responsibility as an appendix to the Quotation Submission Form.

## The Supplier must sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility annexed to the Quotation Submission Form and undertakes to respect and abide by its content.

In further pursuance of this policy, Suppliers shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers or suppliers to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid or quotation submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.

1. **Performance Security** *[applicable if the estimated contract amount is above €100,000]*

The successful Supplier shall furnish the Performance Security as described in Section IV – Conditions of the Contract and in accordance with the form provided in Section V – Appendixes to the Conditions of the Contract, Appendix D.

1. **Manufacturer’s Authorization**

A Supplier that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section II – Quotation Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Country of Delivery.

1. **Validity of Quotations**

The validity period of the Quotation shall be *[insert number between 30 and 60]* days.

In exceptional circumstances, prior to the expiration of the validity period of the Quotation, the Purchaser may request Suppliers to extend the validity period of their respective Quotations. The request and the responses shall be made in writing. A Supplier may refuse to extend the validity of the Quotation. A Supplier responding positively to the request shall not be required or permitted to modify its Quotation.

*[Option: “*A Bid-Securing Declaration is required, which will form an integral part of the Supplier’s Quotation. The form included in Section II – Quotation Forms shall be used.”*]*

1. **Price**

Prices shall be quoted as follows:

1. For Goods to be supplied from the Country of Delivery:
2. the price of EXW goods, including all custom duties, sales taxes and other taxes already paid or payable on components and raw materials used in the manufacture or assembly of the Goods; and
3. any Country of Delivery’s sales tax and other taxes that will be payable on the Goods if the contract is awarded to the Supplier; and
4. *[****IF DOMESTIC TRANSPORT IS ALSO REQUIRED****]* the price of domestic transport, insurance and other local services that may be required to transport the Goods to the Place of Destination ***[******specify the designated destination; and the local services required, if applicable].***
5. For Goods to be delivered from outside the Country of Delivery:

***[Insert Option 1 or 2 if applicable]***

***[Option 1: if the Purchaser requires the supplies to be delivered within the Country of Delivery]***

1. **the price of the Goods CIP Place of Destination [*specify the place of destination in the Country of Delivery]; and***
2. sales taxes, customs duties and other taxes which will payable on the Goods in the Country of Delivery if the Contract is awarded.

***[Option 2: if the Purchaser will procure the main transportation from an entry point into the Country of Delivery]***

1. **the price of the Goods, quoted FCA [*designated entry point, for example airport terminal in the Country of Delivery].***
2. For Related Services specified in Section III – Purchaser’s Requirements:
3. the price of each item comprising the Related Services; and
4. sales taxes and other taxes applicable in the Country of Delivery, payable on the Related Services, if the Contract is awarded.

The contractual unit prices shall remain fixed for the duration of the Contract and shall not be revised.

The Supplier may set its price in a foreign currency of its choice in addition to the currency of the Country of Delivery (for any local cost, if applicable).

1. **Clarifications**

Any request for clarification regarding this RFQ shall be sent in writing to *[****insert name and e-mail address of the Purchaser’s representative****]* before *[****insert date and time – no later than 5 days before the submission deadline****]*. The Purchaser will send out its response to all Suppliers, including a description of the subject of the request for clarification, without identifying the inquirer.

1. **Confidentiality**

Information relating to the examination, evaluation, and comparison of the quotations, or recommendation of contract award, shall not be disclosed to Suppliers or any other persons not officially involved in the RFQ procedure until information on Contract Award is communicated to all Suppliers in accordance with Article 13 hereunder.

Any attempt by a Supplier to influence the Purchaser in the examination, evaluation, and comparison of the quotations, and qualification of the suppliers, or contract award decision may result in the rejection of its Quotation.

Notwithstanding the provisions of the preceding paragraph, from the time of bid opening to the time of Contract Award, if any Supplier wishes to contact the Purchaser on any matter related to the RFQ process, it shall do so in writing.

1. **Preparation of Quotations**

The Supplier shall bear all costs associated with the preparation and submission of its quotation, and the Purchaser shall not be responsible nor liable for those costs, regardless of the conduct or outcome of the RFQ process.

The Quotation shall comprise the following:

1. The Quotation Submission Form, alongside a written confirmation authorizing the signatory of the Quotation to commit the Bidder;
2. The applicable price forms, completed in accordance with the provisions of Article 6 and forms provided in Section II – Quotation Forms;
3. The Bid-Securing Declaration established in accordance with the provisions of Article 5 and the form provided in Section II – Quotation Forms, if applicable;
4. The Manufacturer’s Authorization established in accordance with the provisions of Article 4 and the form provided in Section II – Quotation Forms;
5. The Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed in accordance with the provisions of Article 2 and the form provided in Section II – Quotation Forms;
6. Documentary evidence that the Goods and Related Services conform to the RFQ;
7. *[Insert any other required document].*
8. **Submission of Quotations**
9. Quotations shall be submitted *[****insert method: by mail or electronically****]*.

It remains the responsibility of the Supplier to send its Quotation file to the Purchaser before the deadline for submission of the Quotations, according to the way and method indicated in this RFQ.

***[Insert Option 1 or 2]***

***[Option 1: Mail Submission]***

The address for the submission of Quotations is as follows:

To: [*insert full name of person, if applicable]*

**Full address:** *[insert Purchaser’s address]*

***[Option 2: Electronic Submission]***

**The e-mail address for the submission of Quotations is as follows: [***insert Purchaser’s e-mail***].**

Quotes submitted electronically must be in the **form of non-editable files** **(PDF type)** *[the acceptable format and maximum size in Mega-bytes (MB) of the Quotation file must be indicated].*

*[****To add if necessary:*** To facilitate the evaluation, Quotation files should also be submitted in the format(s) *[insert required format, such as Microsoft Word or Excel for example].* Files in non-editable format will prevail over files delivered in a different format in case of discrepancies.

Quotation files must be password protected. Each Supplier is required to send its password within one hour after the deadline for submission of Quotations and to the same email address. Sending the password before this deadline may lead the Purchaser to reject the Quotation.

The Purchaser will confirm within 24 hours the receipt and the content of each Quotation file received in the aforementioned email address. In the absence of such confirmation received from the Purchaser within 24 hours after sending its Quotation file, the Supplier is invited to request receipt confirmation of its quotation file from the Purchaser.

1. The deadline for ***submission of Quotations*** is ***[insert deadline (date and time) for submission of Quotations – one to three weeks].***
2. **Opening of Quotations**

Quotations will be opened by the Purchaser’s representatives after the deadline for submission of Quotations.

***[Option: if a public opening is mandatory according to the regulations applicable to the Purchaser, insert one of the following two options:***

***[Option 1: In-person opening session***

The opening session of the Quotations will take place at the following address, date and time:

Street:

Floor /Office Number:

City:

Country:

Date:

Time:

***OR***

***Option 2: Opening session by videoconference***

The online opening procedure is: *[describe the online opening procedure for Quotations].]*

**No minimum number of Quotations received is required in order to proceed with the opening session.**

1. **Evaluation of Quotations**
   1. Technical Evaluation of Quotations

The Quotations will be evaluated to ensure compliance with Purchaser’s Requirements, delivery and completion schedules, and any other requirement in the RFQ.

A substantially responsive Quotation is one that meets the requirements of the RFQ, without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

1. If accepted, would:
2. Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
3. Limit in any substantial way, inconsistent with the RFQ, the Purchaser’s rights or the Supplier’s obligations under the proposed Contract; or
4. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive quotations.

The Purchaser shall examine the technical aspects of the quotation, in particular, to confirm that all requirements of Section III have been met without any material deviation or reservation, or omission. If a Quotation is not substantially responsive to the requirements of the RFQ, it shall be rejected by the Purchaser.

* 1. Price of the Quotation

***[Insert Option 1 or 2]***

***[Option 1: when domestic transportation, insurance and other local services to transport goods to their final destination are required:***

“The comparison shall be carried out on the basis of CIP *[Place of Destination]* prices for Goods to be supplied from outside the Purchaser’s, alternatively, on EXW prices plus the cost of domestic transportation, insurance, and local services required to the Place of Destination, for goods supplied from within the Country of Delivery, whichever applies; as well as prices for any Related Services required. The price evaluation shall not take into account customs duties and other taxes levied on imported goods, or VAT and similar taxes due in connection with the sale or delivery of Goods or Related Services.”]

***[Option 2: when domestic transportation, insurance and other local services to transport goods to their final destination are not required:***

“The comparison is based on FCA *[named entry point]* prices for Goods to be supplied from outside the Country of Delivery, or alternatively, on EXW prices for Goods delivered from the Country of Delivery, whichever applies; and prices for any Related Services required. The price evaluation shall not take into account customs duties and other taxes levied on imported goods, or VAT and similar taxes due in connection with the sale or delivery of Goods or Related Services.”]

The lowest evaluated price will be determined after correcting any arithmetic errors, if applicable. When a Quotation is substantially compliant with the provisions of the RFQ, the Purchaser shall correct the arithmetic errors on the following basis:

1. If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the corresponding quantity, the unit price shall prevail and the total price shall be rectified, unless, in the opinion of the Purchaser, the decimal point of the unit price is clearly misplaced, in which case the total price indicated will prevail and the unit price will be adjusted;
2. If the total obtained by adding or subtracting the sub-totals is not accurate, the sub-totals will be deemed valid and the total will be corrected; and
3. If there is a contradiction between the amount indicated in letters and the amount indicated in figures, the amount in letters shall prevail, unless that amount has been the object of an arithmetic error, in which case, for contracts based on unit prices, the amount in figures shall prevail providing paragraphs a) and b) above.

The Supplier shall be obliged to accept corrections of arithmetic errors made. In case of refusal of the corrections made, its Quotation will be rejected.

If the Quotation proposing the lowest price is significantly lower than the Purchaser’s estimate, the Purchaser reserves the right to declare the Quotation non-compliant and reject it.

* 1. Evaluation

***[Specify Option 1 or 2]***

***[Option 1: Item by Item Evaluation***

“Quotations will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Supplier.”]

***[Option 2: Evaluation of the whole lot***

*(In the case of phased delivery periods, one lot per delivery period may be defined.)*

"“Quotation will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation however, and provided that the Quotation is substantially responsive, the highest price of the item quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total cost of the Quotation so determined will be used for price comparison."]

* 1. Conversion into a single currency

For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: ***[insert name of currency].*** The source of exchange rate shall be: ***[insert name of the source of exchange rates].*** The date for the exchange rate shall be*:* ***[insert day, month and year].***

1. **Contract Award**

The contract will be awarded to the Supplier(s) who:

1. is eligible under Article 2,
2. offers the lowest evaluated price,
3. provides a technically compliant Quotation, and
4. guarantees delivery in accordance with the delivery period defined in Section III – Purchaser’s Requirements.

And has been evaluated in accordance with the evaluation methodology specified in Article 12 above

Upon notification of Contract Award, the Purchaser reserves the right to increase or decrease the quantity of supplies and related services originally specified in Section III – Purchaser’s Requirements, provided that such change does not exceed the following percentages:

* Quantities may be increased by: *[insert percentage not exceeding 15%].*
* Quantities may be reduced by: *[insert percentage not exceeding 15%].*

and without any modification of the unit prices or other conditions of the Quotation and the RFQ.

Before the expiration of the validity period of the Quotation, the Purchaser shall notify the successful Supplier that its Quotation has been accepted. The notification letter (in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

At the same time, the Purchaser shall also notify all other Suppliers of the results of the Request for Quotations.

Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

The Purchaser shall promptly respond in writing to any unsuccessful Supplier who, after notification of award, requests in writing the grounds on which its Quotation was not selected.

Promptly after notification, the Purchaser shall send the successful Supplier the Contract Agreement.

On behalf of the Purchaser:

Signature:

Name:

Title/position:

## **Section II – Quotation Forms**

Quotation Submission Form

*[The Supplier shall prepare this Quotation Submission Form on a Letterhead paper specifying the Supplier’s name and address]*

Date:

RFQ No.:

To:

We, the undersigned, declare that:

1. We have examined and have no reservations to the Request for Quotation documentation;
2. We offer to supply in accordance with the RFQ and the delivery schedule specified in the Purchaser’s Requirements, the following Goods (and Related Services): \_\_\_

\_\_\_;

1. The total price of our Quotation is:
2. In case of only one lot, total price of the Quotation is
3. In case of multiple lots, total price of each lot is
4. In case of multiple lots, total price of all lots (sum of all lots) is
5. Our Quotation shall be valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the quotation submission deadline in accordance with the RFQ; and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. *[If applicable]* If our Quotation is accepted, we undertake to obtain a performance security;
7. We understand that this Quotation, together with your written acceptance of such Quotation thereof included in the Notification of Contract Award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
8. We understand and accept that the Purchaser reserves the right to annul the RFQ process and reject all Quotations at any time prior to Contract Award, without thereby incurring any liability to Suppliers; and
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraudulent practices.

Name of the Supplier

Name of the person duly authorized to sign the Quotation on behalf of the Supplier[[1]](#footnote-1)

Title \_

Signature

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Appendix to the Quotation Submission Form |

**Statement of Integrity, Eligibility and Social and Environmental Responsibility**

Name of the Quotation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The "**Contract**")

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non‑consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2) Having been:

1. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
2. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
3. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

1. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

1. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[2]](#footnote-2):

Signature: Dated:

Pricing forms

***[Supplier must complete all blank spaces on the following forms as per the instructions below. The list of items in column 1 of the Price List must be identical to the list of Supplies and Related Services provided by the Buyer in Section III – Buyer’s Requirements. ]***

Quotation for Goods: Price Schedule 1

**For Goods to be supplied from outside the Country of Deliver**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Line Item No.** | **Description of Goods** | **Country of Origin** | **Delivery Date as defined by Incoterms** | **Quantity and physical unit(No. of units)** | **Unit price**  **CIP [*insert Place of Destination] or* [if applicable*] FCA [*named place*]*** | **Estimated customs duties, VAT and other taxes paid or payable per item if Contract is awarded** | **Total Price per item (excluding taxes)**  **(Columns 5x6)** |
| *[insert Item number]* | *[Insert identification of the item]* | *[insert country of origin of the item]* | *[insert delivery date offered]* | *[insert quantity and unit of measurement]* | *[insert CIP [or FCA] unit price and currency for the item]* | *[insert, per article, customs duties, VAT and other taxes due if the Contract is awarded, and currency]* | *[insert total cost per item excluding taxes listed in column 7 and currency]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **Quotation price**  **(excluding taxes)** |  |
|  |  |  |  |  |  | **Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded** |  |

Name of the Supplier: *[insert full name of the Supplier]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

Quotation for Goods: Price Schedule 2

**For Goods to be supplied from the Country of Delivery**

| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Line Item No.** | **Description of Goods** | **Delivery Date at the agreed destination** | **Quantity and physical unit** | **EXW Unit Price** | ***[IF APPLICABLE*] Price per item for inland transportation, insurance and other local services required in the Country of Delivery to route supplies to [*final destination*]** | **Estimated customs duties, VAT and other taxes paid or payable per item if Contract awarded** | **Total Price per item excluding taxes (4x(5[*+6 if applicable*]) columns)** |
| *[insert Item number* | *[Insert identification of the item]* | *[insert delivery date offered]* | *[insert quantity and unit of measurement]* | *[insert EXW unit price and currency for the item]* | *[insert price and currency including land transportation, insurance and other local services required in Country of Delivery, per item]* | *[insert, by article, customs duties, VAT and other taxes due if the Contract is awarded, and currency]* | *[insert total price for line item excluding taxes listed in column 7, and currency]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | | | | | | **Quotation price**  **(excluding taxes)** |  |
|  | | | | | | **Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded** |  |

Name of the Supplier: *[insert full name of the Supplier]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

*[If applicable*] Quotation for Related Services: Price Schedule 3

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** |
| **Service No.** | **Description of the Service (excluding ground transportation and other local services required in the Country of Delivery to deliver the supplies to the final destination)** | **Quantity (No. of units)** | **Unit price excluding taxes listed in column 5** | **Estimated customs duties, VAT and other taxes, per service, due if the Contract is awarded** | **Total price per service (3x4 columns)** |
| *[insert Service number* | *[insert service name]* | *[insert quantity and unit of measure identification]* | *[insert unit price for service and currency]* | *[insert customs duties, VAT and other taxes due if the Contract is awarded, and currency]* | *[insert total price for service excluding taxes listed in column 5, and currency]* |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  | **Quotation price**  **(excluding taxes)** |  |
|  |  |  |  | **Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded** |  |

Name of the Supplier: *[insert full name of the Supplier]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

Total Quotation: Price Schedule 4

**The total prices for the supply and delivery of the Goods, including Related Services are as follows:**

|  |  |
| --- | --- |
| **Price Schedule** | **Amount** |
| Goods: Price Schedule 1 |  |
| Goods: Price Schedule 2 |  |
| Related Services: Price Schedule 3*[if applicable]* |  |
| **Total Quotation (excluding customs duties, VAT and other taxes due if the Contract is awarded)** |  |
| **Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded** |  |

|  |
| --- |
| *[If applicable]* Form of Bid-Securing Declaration |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RFQ No.: \_\_\_\_\_

To: *[Name of Purchaser]*

We, the undersigned, declare that:

In accordance with your Request for Quotation No. \_\_\_\_\_, Quotations must be accompanied by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser of a period of time of [*specify period-number of months or years]* starting on [*specify date], if we are in breach of our obligation(s) under the RFQ conditions, because we:*

* Have withdrawn our Quotation during the validity period of the Quotation specified in the Quotation Submission Form, or any extension thereto provided by us; or
* Having been notified of the acceptance of our Quotation by the Purchaser during the validity period of the Quotation or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the RFQ.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Supplier, upon the earlier of:

a) our receipt of your notification to us of the name of the successful Supplier; or

b) Twenty-eight (28) days after the expiration of our Quotation.

Signature:

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign\* the Quotation for and on behalf of: [*indicate the full name of the Supplier]*

Date: .

Stamp (if appropriate)

*[Note: In the case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]*

\* Attach power of attorney given by the Supplier

Model of Manufacturer’s Authorization

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

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

RFQ No.: *[insert Request for Quotation number]*

To: *[insert complete name of the Purchaser]*

WHEREAS:

*We, [insert full name of the Supplier],* who are official manufacturer of *[indicate type of goods manufactured]* having our factories *[insert full address of Manufacturer’s factories].*

We hereby authorize [indicate full name of the Supplier]to submit a Quotation, and possibly sign a contract with you for the Request for Quotation No. [Insert RFQ number] the purpose of which is to provide the following Goods manufactured by us: *[insert name and/or brief description of the Goods].*

We confirm all of our warranties and guarantee in accordance with Clause 20 of the Contract Conditions for Goods offered by the company above for this Quotation Request.

Signature  *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name   
*[insert full name(s) of authorized representative(s) of the Manufacturer*]

Title   
*[indicate title of signatory]*

Duly authorized to sign the Manufacturer’s Authorization for and on behalf of: *[indicate the full name of the Manufacturer]*

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert date of signing]*

# PART TWO – Supply Requirements

## Section III – Purchaser’s Requirements

*[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotations. One table should be prepared for each lot (phased delivery periods for instance).]*

**1. Supply List and Delivery Schedule**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item**  **No.** | **Description of Goods** | **Quantity** | **Physical unit** | **Place of Destination[[3]](#footnote-3) or FCA entry point[[4]](#footnote-4) *[select one or the other, but not both]*** | **Delivery period from Date of [*specify appropriate milestone such as contract signature, down payment (if applicable), etc.]*** |
|  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- |
| 2. List of Related Services and Completion Schedule  *[if applicable]* | | | | | |
| **Service** | **Service Description** | **Quantity required[[5]](#footnote-5)** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| *[insert Service No.]* | *[insert description of Related Services]* | *[insert quantity of items to be supplied]* | *[insert unit of measure]* | *[place of performance of the service]* | *[insert required completion date(s)]* |
|  | *[Training]* |  |  |  |  |
|  | *[Maintenance and maintenance]* |  |  |  |  |
|  | *[List of spare parts]* |  |  |  |  |
|  | *[List of consumables]* |  |  |  |  |
|  |  |  |  |  |  |
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|  | | | | | |

3. Technical Specifications

*[For each item or related services, a detailed technical specification shall be provided here. It shall specify whether installation, commissioning, initial training, user’s manual, warranty period, servicing, maintenance, spare parts, consumables should be included or not in the Price]*

The Goods and Related Services shall comply with the following specifications and standards:

| **Articles (No.)** | **Names of Goods or Related Services** | **Detailed technical specifications and applicable standards** |
| --- | --- | --- |
| *[insert article number]* | *[insert name]* | *[insert TS and standards]* |
|  |  |  |
|  |  |  |
|  |  |  |

4. Drawings

*[if applicable]*

This Request for Quotation includes the following drawings:

*[If documents are to be included, insert the list of Drawings in the table below.]*

|  |  |  |
| --- | --- | --- |
| **List of Drawings** | | |
| Drawing No. | **Drawing Name** | **Purpose** |
| *[insert plan number]* | *[insert name]* | *[insert purpose of plan]* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

5. Inspections and Testing

*[if applicable]*

The following inspections and tests shall be performed: *[insert list of inspections and tests, including, if applicable: nature, frequency, all locations and procedures for conducting inspections and tests. Specify any inspection body employed/to be employed by the Purchaser and the content of the services. If the Purchaser is required to travel, the costs shall be borne by the Purchaser]*.

# PART THREE – Contract

## Section IV – Conditions of the Contract

*[The Purchaser must edit/choose the appropriate text by using the guidance and examples provided below; and delete the text in italics and highlighted in yellow.]*

|  |  |
| --- | --- |
| 1. Definitions | * 1. The following terms and expressions shall have the meanings hereby assigned to them:  1. “AFD” means the Agence Française de Développement; 2. “CC” means the Conditions of the Contract. 3. “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier and in accordance with the terms and conditions set forth in the Contract. 4. «Contract» means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including al attachments, appendices, and all documents incorporated by reference therein. 5. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. 6. “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. 7. “Country of Delivery” is the country **identified in Article 2 of the CC.** 8. “Day” means calendar day. 9. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. 10. “Party” means the Purchaser or the Supplier, as the context requires, and “Parties” means both of them. 11. “Place of Destination” is the location **identified in Article 2 of the CC.** 12. “Purchaser” means the entity purchasing the Goods and Related Services, as applicable, **as specified in Article 2 of the CC.** 13. “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. 14. “Subcontractor” means any natural person, private or state entity, or any combination of the above, to whom any part of the Goods or Related Services is subcontracted by the Supplier. 15. “Supplier” means any natural person, private or public entity or any combination thereof, whose offer has been accepted by the Purchaser and which is designated as such in the Contract Agreement. |
| 1. Purchaser, Country of Delivery, Place of Destination | * 1. The Purchaser is: *[insert full legal name of Purchaser]*   2. The Country of Delivery is: *[insert name of Country of Delivery]*   3. The Place(s) of Destination and the project site(s) are: *[insert the name/s and detailed information on the destination(s), and site location(s), if applicable]* |
| 1. Incoterms | * 1. The meaning of the trade terms shall be as prescribed by Incoterms, published by the International Chamber of Commerce (ICC), version 2020. |
| 1. Notices and addresses for Notices | * 1. Any Notice given by one Party to another under the Contract must be in writing and communicated via the fastest available mean, i.e. e-mail with acknowledgment of receipt.   **Address for Notice to Purchaser:**  *[insert name of agent authorized to receive notifications]*  *[title/position]*  *[department/unit]*  *[address]*  *[****E-mail Address****]*  **Address for Notice to Supplier:**  *[insert name of agent authorized to receive notifications]*  *[title/position]*  *[department/unit]*  *[address]*  *[****E-mail Address****]* |
| 1. Governing law | 5.1 The Contract shall be governed by and interpreted in accordance with the laws of [*indicate “*the Country of Delivery”*, unless a different jurisdiction applies*]. |
| 1. Settlement of Disputes | 6.1 *[Article 6.1 (a) of the CC shall be inserted in the case of a contract with a foreign Supplier and Article 6.1 (b) of the CC in the case of a Supplier national of the Country of Delivery].*   1. Contract with a foreign Supplier:   ***[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following clause shall be inserted:]***  All disputes arising out of, or related to, this Contract shall, as a last resort, be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.   1. Contract with a Supplier national of the Country of Delivery:   In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchase’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country. |
| 1. Shipment and other documents to be provided | *[EDIT IF NECESSARY]*   * 1. Delivery of the Goods and Completion of the Related Services, if any, must comply with the Purchaser’s Requirements.   Details on shipment and other documents to be provided by the Supplier are as follows: [*insert the required documents, such as a negotiable bill of lading, a negotiable sea waybill of loading, an airway bill, a railway consignment note, a road consignment note, the insurance certificate, the Manufacturer’s or Supplier’s warranty certificate, the inspection certificate issued by the designated inspection agency, the Supplier’s factory shipping details, etc.*].  The above documents must be sent to the Purchaser at the time of shipment. They shall be received by the Purchaser at least one week before the arrival of the Goods at destination and if the documents are not received before the arrival of the Goods, the Supplier will be responsible for the expenses resulting therefrom. |
| 1. Contract Price | * 1. The Contract Price is: \_\_\_\_ tax excl. *[insert amount excluding customs duties, VAT and other taxes due in the Country of Delivery, and currency] and the* amount of customs duties, VAT and other taxes due in the Country of Delivery is \_\_\_\_ *[insert amount of duties and taxes, and currency]*.   2. The unit prices of Goods and Related Services supplied/performed under the Contract shall not be different from the prices offered by the Supplier and accepted by the Purchaser. |
| 1. Terms of Payment | * 1. Payment for Goods and Related Services shall be made in the currency or currencies specified in the relevant Price Schedule.   2. The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:   **Payment for Goods supplied from outside the Country of Delivery:**   1. **Down Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days after the signing of the Contract upon submission of a request for payment for the concerned amount [*for contracts above €100,000 insert:* «and a bank security for an equivalent amount valid until delivery of the Goods and established according to the Down Payment Security form provided in the RFQ, or a different form acceptable to the Purchaser».] 2. **On Shipment:** Eighty (80) percent of the Price of the shipped Goods shall be paid within fifteen (15) days after submission of the documents specified in Article 7 of the CC. 3. **On Acceptance:** Ten (10) percent of the Price of the Goods received shall be paid within fifteen (15) days after the submission of a request for payment accompanied by the acceptance certificate of such Goods, issued by the Purchaser.   **Payment of Goods supplied from the Country of Delivery:**   1. **Down Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of the signing of the Contract upon submission of a request for payment for the concerned amount [*to be inserted for contracts over €100,000:* «and a bank security for an equivalent amount valid until delivery of the Goods and established according to the Down Payment Security form provided in the RFQ or a different form acceptable to the Purchaser».] 2. **On Delivery:** Eighty (80) percent of the Price of the Goods delivered shall be paid within fifteen (15) days after submission of the documents specified in Article 7 of the CC. 3. **On Acceptance:** Ten (10) percent of the Price of the Goods delivered shall be paid to the Supplier within fifteen (15) days after the submission of a request for payment accompanied by the acceptance certificate of such Goods, issued by the Purchaser.   **Payment of Related Services**  *[Insert payment schedule for Related Services]*   * 1. Payments to the Supplier will be made to the following bank account:   *[Indicate the bank account(s)]* |
| 1. Taxes and Duties | 10.1 For Goods supplied from a country other than the Purchaser´s Country, the Supplier will be fully responsible for all taxes, duties and charges due outside the Purchaser´s Country.  10.2 The payment of taxes, duties and fees applicable to the Contract is specified in the table below.   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Applicable taxes, duties and fees**  *[add lines if other taxes are paid or payable under the Contract]* | **Rate (percentage)** | **Terms of payment to the tax authorities of the Country of Delivery** *[check the applicable boxes: column (a), (b) or (c) unless n/a]* | | | | a) Exemption from payment | b) Payment by the Supplier | c) Direct payment by the Purchaser on behalf of the Supplier | | **Value Added Tax (VAT) or equivalent** | | | | | | Invoices from the Supplier based in the Country of Delivery |  |  |  | n/a | | Invoices from the Supplier based outside the Country of Delivery |  |  | n/a |  | | **Contract registration fees** | | | | | | Contract registration fees |  |  |  |  | | **Customs duties** | | | | | | Customs duties on Goods imported and paid for in connection with the performance of the Contract |  |  |  |  |   If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Country of Delivery, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.   * 1. If the Supplier is entitled to exemptions, reductions, allowances or tax privileges in the Country of Delivery, the Purchaser shall endeavor to allow the Supplier to benefit up to the maximum permitted.   In the event of an exemption applicable to the Contract, the Purchaser shall provide the Supplier with an exemption certificate, or any equivalent proof, within thirty (30) days after signature of the Contract. |
| 1. Performance Security | *[TO BE DELETED FOR CONTRACTS BELOW €100,000]*  11.1The Supplier shall, within \_\_\_\_\_\_\_\_\_ *[insert number]* days of the Notification of Contract Award, the Supplier will provide a Performance Security.  11.2 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.  11.3 The amount of the Performance Security shall be \_\_\_ % of the Contract Price [*insert % – Guidance: Ten (10%) percent is the percentage usually practiced]*, denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form provided in Appendix D of this Contract.   * 1. The Performance Security shall be discharged by the Purchaser and returned to the Supplier no later than twenty-eight (28) days following the date of completion of the Supplier’s obligations under the Contract. |
| 1. Subcontractors | 12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
| 1. Specifications and Standards | 13.1 The Goods and Related Services, if applicable, supplied under this Contract shall conform to the technical specifications and standards mentioned in the Purchaser’s Requirements. When no applicable standard is mentioned, the applied standard shall comply with, at least, the official standards whose application is appropriate in the Country of Delivery of the Goods, or the place where Related Services shall be performed, if applicable. |
| 1. Packing, marking and documentation | 14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.   * 1. The packaging, marking, and documentation within and outside the packages shall be: [*insert the type of packaging required, the markings in the packing and all documentation required; or indicate to refer to Purchaser’s Requirements]*. |
| 1. Insurance cover | 15.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in accordance with the applicable Incoterms specified in Article 3 of the CC. ***[Preferred clause]***  *[or, if insurance does not comply with Incoterms]*  The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as follows: *[insert the specific insurance provisions agreed, including coverage, currency and amount.]* |
| 1. Transportation | 16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterm specified in Article 3 of the CC.  *[or if not compliant with Incoterms]*  The responsibility for transportation shall be as follows: *[insert* “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Country of Delivery, defined as the Place of Destination. Transport to such place of destination in the Country of Delivery, 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 Purchaser and the Supplier)]* |
| 1. Inspections and Tests | * 1. The Supplier shall carry out, at its own expense and at no cost to the Purchaser, all such tests and/or inspections of the Goods and Related Services, if any, as specified in the Purchaser’s Requirements.   2. The inspections and tests may be conducted on the Supplier’s or Subcontractor’s premises, at the point of delivery and/or at the Place of Destination of the Goods, or at any other location, as specified in the Purchaser’s Requirements. Subject to Article 17.3 of the CC, 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 provided to inspectors, free of charge.   3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Article 17.2 of the CC, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.   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 Purchaser or its designated representative to attend the test and/or inspection.   5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the Purchaser’s Requirements, codes and standards under the Contract, provided that the Supplier’s reasonable cost 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 Purchaser with a report of the results of any such test and/or inspection.   7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the Purchaser’s Requirements. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the Purchaser’s Requirements at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving notice in accordance with Article 17.5 of the CC.   8. Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Article 17.7 of the CC, shall release the Supplier from any warranties or other obligations under the Contract.   9. Inspections and tests will be conducted at \_\_\_\_ *[insert name of location (s); if applicable; or refer to Purchaser’s Requirements]*   10. Following the inspections and tests, the Purchaser will provide the Supplier with an acceptance certificate of the delivered Goods when it determines that they meet the Purchaser’s Requirements and the Contract Conditions. |
| 1. Delivery Date and Completion Date | * 1. The Delivery Date of the Goods shall be: *[insert delivery date].*   2. *[if applicable]* The Completion Date for Related Services is: *[insert completion date if there are Related Services; otherwise delete this entry].* |
| 1. Liquidated damages | * 1. The liquidated damage shall be \_\_\_\_\_ [*insert percentage, usually 0.5%]* of the price of the delayed Goods, or unperformed Related Services, for each week or part of a week of delay until delivery or Completion.   The maximum amount of liquidated damages shall be \_\_\_\_ [*insert percentage not exceeding 10%*] of the Contract Price. Once the maximum amount is reached, the Purchaser may terminate the Contract under Article 26 of the CC. |
| 1. Warranty | 20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.  20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.  20.3 The warranty shall remain valid for \_\_\_\_ *[insert number]* months after the Goods, or any portion of the Goods as the case may be, have been delivered to and accepted at Place(s) of Destination**,** or for \_\_\_\_ *[insert number]* months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.  20.4 The Purchaser 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 Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.  20.5 Upon notification by the Purchaser of a defect in the Goods during the warranty period specified in Article 20.3 of the CC, the Supplier shall repair or replace the Goods within \_\_\_\_\_ *[insert number]* days maximum.   * 1. If having been notified, the Supplier fails to remedy the defect within the period specified in Article 20.5 of the CC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.   2. For purposes of the warranty, the place(s) of final destination(s) shall be: *[specify where appropriate]* |
| 1. Copyright | * 1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
| 1. Corrupt and Fraudulent practices | 22.1 AFD requires compliance by the Parties with its policy in regard to corrupt and fraudulent practices, as set forth in Appendix A to the Conditions of the Contract. |
| 1. Inspections and Audit by the AFD | * 1. The Supplier must keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and lots.   2. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD. |
| 1. Limitation of Liability | 24.1 Except in cases of criminal negligence or willful misconduct:   1. Neither Party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production or loss of profit or financial costs, being understood that this exception does not apply to any of the Supplier’s obligations to pay liquidated damages to the Purchaser. 2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement. |
| 1. Force Majeure | 25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  25.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.   * 1. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.   25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to find a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party. |
| 1. Termination | * 1. Termination for Default      1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:  1. if the Supplier fails to deliver any or all of the Goods and any or all of the Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; or 2. if the Supplier fails to perform any other obligation under the Contract; or 3. if the Supplier, in the judgment of the Purchaser, has engaged in Fraudulent and Corrupt practices in contravention of Article 22.1 of the CC, at the stage of its selection or during the execution of the Contract.    * 1. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.    1. Termination for Insolvency 4. The Purchaser 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.   26.3 Termination for Convenience   1. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. 2. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: 3. to have any portion completed and delivered at the Contract terms and prices; and/or 4. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier. |
| Additional clauses | *[Insert any additional clauses if necessary, otherwise delete this row]* |

## Section V – Appendixes to the Conditions of the Contract

**Appendix A – Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility**

1. **Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

1. Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
2. Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

1. Corruption of a Public Officer means:

* The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
* The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

1. A Public Officer shall be construed as meaning:

* Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
* Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
* Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

1. Corruption of a private person means:

* The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
* The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

1. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
2. Anti-competitive practices mean:

* Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
* Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
* Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

1. **Social and Environmental Responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

1. Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
2. Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

Appendix B – Form of Letter of Acceptance

*[Use Purchaser’s letterhead]*

Date:

To: *[name and address of successful Supplier]*

Subject: **Notification of Contract Award No.**

The purpose of this letter is to notify that your Quotation dated *[date]* for the execution of *[name of the contract]* for the Contract Price of *[amount in numbers and letters, name of the currency]*, as corrected and modified in accordance with the Request for Quotation *[delete “corrected and” or “and amended” if only one of these measures applies. Delete "as corrected and modified in accordance with the Request for Quotation" if corrections or modifications have not been made],* is hereby accepted by our services.

Please find enclosed herewith the Contract. You are requested to sign the Contract within *[insert number of days].*

*[If applicable:* You are requested to provide the Performance Security within \_*\_\_\_\_\_\_\_ [insert number of days]* in accordance with the Conditions of the Contract, using for that purpose the Performance Security form attached to the Contract.]

Authorized Signature:

Name and title of the signatory on behalf of the Purchaser:

Name of the Purchaser:

Appendix C – Form of Contract Agreement

THIS AGREEMENT, entered into on ***[date]*** day of ***[month]*** of ***[year],***

BETWEEN

1. *[insert Purchaser’s full legal name]* having its principal place of business at *[insert Purchaser’s full address]* (hereinafter referred to as the “Purchaser”), and
2. *[insert Supplier’s full legal name]* having its principal place of business at *[insert full address of Supplier]* (hereinafter referred to as the “Supplier”);

WHEREAS the Purchaser launched a Request for Quotation for Goods *[if applicable,* “and Related Services”], namely *[insert a brief description of the Goods and Related Services]* and accepted a Quotation from the Supplier for the delivery of such Goods *[if applicable,* “and the provision of such Related Services”], for the amount of *[insert contract price expressed in the currency(ies) of payment* (hereinafter referred to as the “Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assignt to them in the clauses of the Contract referred to.

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

1. The Letter of Acceptance, addressed to the Supplier by the Purchaser;
2. The Quotation Submission Form (including the signed Statement of Integrity);
3. Contract Conditions;
4. Purchaser’s Requirements (including the Delivery Schedule and Technical Specifications *[if applicable,* “and the List of Related Services and Completion Schedule”]);
5. The Price Schedules;
6. Supplier’s Quotation; and
7. Any other additional documents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of payments to be made by Purchaser to the Supplier, as set out below, the Supplier hereby agrees with Purchaser to provide the Goods *[if applicable,* “and to perform the Related Services”], and to remedy the defects of such Goods *[if applicable,* “and Related Services”] therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby agrees to pay to the Supplier, in consideration of the provision of the Goods *[if applicable,* «and Related 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 accordance with the laws of *[insert name of country whose legislation is applicable to the Contract],* on the day and years mentioned below.

**For and on behalf of the Purchaser:**

Signed by:   
*[insert name, title and signature of authorized representative]*

**For and on behalf of the Supplier:**

Signed by:   
*[insert name, title and signature of authorized representative]*

*[TO BE DELETED IF NOT APPLICABLE]*

Appendix D – Performance Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

**Guarantor**:   
*[Insert name, address and SWIFT code of issuer, unless indicated in the letterhead]*

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

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in words]*,[[6]](#footnote-6)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the \_\_\_\_\_\_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_, 2\_\_\_\_[[7]](#footnote-7)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

*[signature(s)]*

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

*[TO BE DELETED IF NOT APPLICABLE]*

Appendix E – Down Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

**Guarantor:**    
*[Insert name, address and SWIF code of issuer, unless indicated in the letterhead]*

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

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

**Down Payment Guarantee No.:** *[Insert guarantee reference number]*

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] [insert amount in words][[8]](#footnote-8)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee shall expire, at the latest, upon our receipt of a copy of the payment certificate indicating that ninety (90) percent of the Contract Price, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

*[signature(s)]*

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

1. In case of a joint venture, enter the name of the Joint Venture as Supplier. The power of attorney given by the Supplier to the authorized person shall be attached to the Quotation. [↑](#footnote-ref-1)
2. In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant. [↑](#footnote-ref-2)
3. To be indicated if Article 6 (a) (iii) of the RFQ applies, and/or if Option 1 of Article 6(b)(i) of the RFQ is selected. [↑](#footnote-ref-3)
4. To be indicated if Option 2 is selected for Section 6 (b) (i) of the RFQ. [↑](#footnote-ref-4)
5. If applicable. [↑](#footnote-ref-5)
6. 1 The Guarantor shall insert an amount representing the percentage of the contract amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary. [↑](#footnote-ref-6)
7. 2 Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-7)
8. 1 The Guarantor shall insert an amount representing the amount of the down payment and denominated either in the currency(ies) of the down payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser. [↑](#footnote-ref-8)