

B. DRAFT CONTRACT

CONTRACT TITLE: <Title>

Contract no.: <Number>

Instructions to tenderers: this draft contract document is a sample only and included to inform you about the contractual provisions. The information missing in this document will be filled in when the award winning Supplier has been selected, and the “draft” Contract will then become the “final” Contract” between the Buyer and the successful Supplier.

<Insert name and address>
("The Buyer"), of the one part,
and
<Insert name and address of tenderer>
("the Candidate") of the other part,
have agreed as stipulated in the attached document.

The Contract is drafted in English, in <three> originals. <Two> originals being for the Buyer and one original being for the Candidate.

For the Candidate

Name:

Title:

Signature:

Date:

For the Buyer

Name:

Title:

Signature:

Date:

Special Conditions

B.1. Scope of Supplies and Services

The subject of the Contract is <title of the Contract> at <location>. The “Services” are described in the Terms of Reference (Annex 1).

B.2. Commencement Date

The Contract shall commence after signature of this Contract by both parties and on the date the Candidate provides to the Buyer the Performance Guarantee.)

B.3. Supply of e-learning systems and delivery of Services

The Candidate agrees to deliver Services to the Buyer pursuant to the Contract, which shall conform with the Terms of References as per ITT Section B, and the price specified in this Contract.

The Candidate shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

B.4. Total value of the contract

The total value of the contract amounts to xxxxxx [currency] as per firm offer of [name of the candidate] dated xx.xx.2019 for the installation of XX [number] of solar systems as per enclosed detailed overview. The total amount is the final price payable by the Buyer for the successful installation of all solar systems ordered in this contract. This amount includes all cost, e.g. taxes, import duties, transport cost, storage cost travel expense, accommodation cost for the installation of the solar systems and all cost related to the service contract for a period of five years after installation of the solar systems.

B.5. Reporting

The Candidate shall keep the Buyer updated on contract progress on a regular basis.

B.6. Commercial Contractual Terms

Currency:	Kshs or USD or Euro
Payment:	50% after conclusion of contract against bank guarantee for the amount payable 50% after finalization of all solar systems as per contract
Performance guarantee:	10% of the contract value in form of a bank guarantee, valid until 31.12.2019
Warranty:	5 years for workmanship of the contractor For technical components provided as per producers warranty (details as per technical offer)
Penalties:	Up to 10% of the contract value for delays in delivery and installation; 1 ‰ per day of delay for the outstanding installations.

Payments shall be made in <currency> by bank transfer to the following account of the Candidate:
Account Number: <to be filled in by Candidate>
Name of Bank: <“->
Address of Bank: <“->
Account name: <“->
Swift Code: <“->

B.7. Tax and social contributions

The Buyer shall have no obligation or responsibility in connection with taxes or levies payable by the Candidate in its country of establishment or in the beneficiary country in connection with its

performance of this Contract.

B.8. Liability

The Candidate will meet without limitation the liability obligations as stated in the General Terms and Conditions for Service Contracts Ver2 2012 article 15.

B.9. Order of precedence of contract documents

The Contract is made up of the following documents, in order of precedence:

- 1) This Contract
- 2) Terms and Reference
- 3) Technical Offer
- 4) Financial offer
- 5) (Tender / Prepayment Guarantees / Performance Guarantees)
- 6) The General Terms and Conditions for Supply Contracts – Ver4 2012. (Annex 3)
- 7) The Code of Conduct for Suppliers

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

B.10. Language

The language of the Contract and of all written communications between the Candidate and the Buyer shall be English.

B.11. Performance Guarantee

The Candidate shall, together with the return of the countersigned Contract, furnish the Buyer with a guarantee for the full and proper execution of the Contract. The entry into force of the Contract shall be subject to the provision of the Performance Guarantee by the Candidate.

The amount of the guarantee shall be of 10% of the total contract amount, i.e. of <amount> and shall be denominated in the currency in which the Contract is payable, i.e. <currency>.

The Performance Guarantee shall be held against payment to the Buyer for any loss resulting from the Candidate's failure to perform his/her contractual obligations fully and properly.

The Performance Guarantee shall be issued in the form of a first demand guarantee, by an internationally recognised bank or other financial institution, and shall be in accordance with the text attached. The Performance Guarantee may also be issued in the form of a banker's draft, a certified cheque, a bond provided by an insurance company or an irrevocable letter of credit, as long as it creates under the applicable law the same irrevocable, at-first-demand obligations for the guarantor as expressed in the wording of the attached document.

The Buyer shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Candidate's default under the Contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Buyer and may not raise any objection for any reason whatsoever. Before making any claim under the Performance Guarantee, the Buyer shall notify the Candidate stating the nature of the default in respect of which the claim is to be made.

The guarantee shall continue to remain valid until the Contract has been fully and properly performed.

The Buyer shall, upon request, return the Performance Guarantee to the Candidate after completion of the Contract.

B.12. Notices

Any written communication relating to this Contract between the Buyer and the Candidate must state the contract title and contract number, and must be sent by post, fax, e-mail or by hand to the addresses identified in this Contract.