



INSTRUCTIONS TO BIDDERS (ITB)

PROCUREMENT OF FOUR (4) VEHICLE FOR THE TOURISM DEPARTMENT.

1. Scope

- 1.1 Bidders are invited to submit bid for the supply of four (4) vehicles for the Tourism Department as per specifications provided in Annex 1 (Bid Notice). Bidders may submit more than one option (bid) which, meets the specification listed in Annex 1
- 1.2 The tender has been divided into 3 lots
 - **Lot 1 – Two (2) SUV**
 - **Lot 2 – One (1) Van**
 - **Lot 3 – One (1) Twin Cab Pick Up**

Bidders may participate in one (1) or all lots and will be eligible for award of one (1) or all lots.

2. Deadline for Submission of Bids

- 2.1 Bids must be submitted to the **National Tender Board (NTB)** Secretariat by accessing the portal <https://www.ntb.sc/tenders/procurement-of-four-4-vehicles>, which can be found on the NTB's Website not later than 11.30hrs (Seychelles Time) on Wednesday 23rd November 2022. The bidders are requested to clearly State the project title "Procurement of four (4) Vehicles" in the email subject. Tender will be opened immediately after closing at 11.30am (Seychelles Times) at the venue mentioned above Bidders and their representatives are welcome.
- 2.2 The Tourism Department may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Tourism Department and the bidders previously subject to the original deadline will then be subjected to the new deadline.

3 Modification and Withdrawal of Bids

- 3.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in accordance to Clause 2.1 of the ITB .
- 3.2 Each bidder's modification or withdrawal notice shall be prepared, sealed and marked and delivered in accordance with Clause 2 of the ITB, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.
- 3.3 No bid may be modified after the deadline for submission of bids.

4 Bid Opening

- 4.1 Bids shall be **opened at 11.30am on Wednesday 23rd November 2022 at the National Tender Board (NTB) Secretariat**, 1st Floor, Maison de Mahé, Victoria, Mahé Seychelles. The bidders' names, the Bid prices, Bid modifications and withdrawals, will all be announced at the bid opening.

5 Late Bids

- 5.1 Any Bid received by the Tourism Department after the deadline prescribed in Clause 2 will be rejected and return unopened to the Bidder.

6 Clarification of Bidding Documents

- 6.1 Pre-Tender Clarification in respect of the contents of the Bid Documents or closely connected and relevant information therein shall be sought in writing from the:

Evans Barbier
Tourism Department
Botanical House
Tel : 4671300
E-mail : evans.barbier@seychelles.com

- 6.2 A prospective Bidder requiring any clarification, of the bidding documents shall contact the Tourism Department indicated above. The Tourism Department shall respond in writing to any of clarification, provided that such requests is received 5 days prior to the deadline for submission of bids. The Tourism Department shall also forward copies its response without identifying the originator of the request to all bidders who have obtained the bidding documents, not later than 2 days prior to the deadline for submission of bids. Similarly, prior to the deadline for submission of bids, the Tourism Department may modify the bidding documents by issuing addenda.
- 6.3 Bidder must satisfy himself as to the general accuracy of the quantities given in the Schedule of Requirements and must provide accordingly in the tendered rates.

7. Amendment of Bidding Document

- 7.1 At any time prior to the deadline for the submission of bids, the Tourism Department may modify the Bidding Documents by issuing addenda. This may be done either on the Tourism Department's own initiative or in response to a clarification request from a prospective bidder.
- 7.2 Any addendum thus issued shall be part of the Bidding Document and shall be communicated in writing to those who obtained the Biding Document directly from the Tourism Department.
- 7.3 Such addendum shall be binding on the prospective bidders, and the prospective bidders shall be required to acknowledge receipt of each addendum in writing to the Tourism Department before the time and date established for opening of bids.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Tourism Department may, at its discretion extend the deadline for submission of bids, as necessary in accordance with Clause 2 of the ITB.

8. Documents to be submitted

8.1 The bidder must submit:

- i. proof of valid motor vehicle dealer licence issued by the SLA
- ii. Tax Clearance Certificate for the financial year 2022
- iii. fully completed and signed Form of Tender (Annex 2)
- iv. all required Technical Brochures of vehicles quoted for (details of engine size, fuel consumption et all)
- v. proof of Authorization of dealership. Bidder must have agreement with automobile manufacturer's (documentation is required to show proof)
- vi. proof of adequate spare parts availability for support services

Failure of submission of any of the above stated documents will lead to the bid being rejected during evaluation stage and declared not valid.

9. Cost of Bidding

9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Tourism Department shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The bid, as well as all correspondence and documents relating to the bid, exchanged by the bidder and the Tourism Department, shall be written in the English Language.

11. Confidentiality

11.1 Information relating to the examination, evaluation, comparison and post qualification of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until information on contract award is communicated to all bidders.

11.2 "Any effort by a bidder to influence the Tourism department in the examination, evaluation, comparison and post qualification of the bids or Contract award decisions may result in the rejection of its bid".

12. Margin of Preference

12.1 There is no margin of preference. However, the supplier must indicate the country of origin and country of manufacturer of vehicle. The literature and details for goods quoted should as much as possible give details to origin of the goods.

13. Currency of Bid

13.1 The bids shall be priced in Seychelles Rupees (SCR).

14. Terms of Payment

14.1 50% upon confirmation of order and 50% upon satisfactory delivery of vehicle.

15. Suppliers Quotation

- 15.1 The Bidder must quote for vehicle requested.
- 15.2 The bid prices for the vehicle must be indicated in the relevant columns.
- 15.3 Price components to be detailed in a manner to give complete insight of CIF price, Levy and applicable taxes.

16. Bid Security

- 16.1 Bid security is not applicable for this tender.

17. Awarding of Contact

- 17.1 The Ministry of Land and Housing reserves the right to award the contract as to whose offer has been determined as the best evaluated bid and is substantially responsive to the bidding documents.

18. Evaluation Criteria

- 18.1 Bidders will be evaluated based on the following criteria:
 - a. Bidder must be a licensed car dealer operating in the Seychelles (proof of licence to be provided)
 - b. Bidder must have agreement with automobile manufacturer's (documentation is required to show proof)
 - c. Bidder must provide proof of support services and spare parts availability in Seychelles.
 - d. Accessibility/availability for spares and technical services by bidder

19. Warranty

- 19.1 Warranty should be for a minimum period of 3 years and /or 100,000 Km. The supplier should undertake to repair or replace any spare parts found to be defective for the vehicle as per the terms and conditions of the warranty period. Details of the Terms and Conditions of the warranty should be made to the the Ministry of Lands and Housing.

20. Delivery Period

- 20.1 All vehicles must be delivered **3 months from the date of** award of the contract.

21. Delivery Schedule

- 21.1 The Tourism Department shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 18.1 to determine the lowest evaluated bid. The comparison shall be on the basis of
 - a) CIF,
 - b) custom duties and other taxes levied on imported vehicle
 - c) levy and
 - d) Expenditure in connection with the sale or delivery of goods.

22. False Declaration

- 22.1 Supplier is informed that the Tourism Department does not tolerate any false declaration of goods. The Tourism Department will not be held responsible for any false declaration on shipping documents received by the Tourism department from supplier.

23. Import Duties and VAT

23.1 Suppliers offer must be inclusive of Import Duties and Value Added Tax.

24. The Tourism Department 's Right to accept any bid and to reject any or all bids

24.1 The Tourism Department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids any time prior to contract award without thereby incurring any liability to bidders.

25. Right to not accept Lowest Bid

25.1 The Tourism Department reserves the right to not accept the lowest bid if it compromises quality, delivery, and other risk factors.

26. Notification of Award and Signing of Agreement

26.1 Prior to the expiration of the period of bid validity, the Tourism Department shall publish a Notice of Best Evaluated Bidder, in accordance with Seychelles Public Procurement regulations 114.

26.2 The Notice of Best Evaluated Bidder, which shall be sent to all Bidders, shall specify

- a) the name and address of the bidder recommended for the award
- b) the proposed contract price;
- c) that non successful bidders have the right to submit an application for review of the decision in accordance with the Act; and
- d) the procurement reference number and description.

26.3 The Notice of Best Evaluated Bidder shall state that it does not constitute an award of a contract.

26.4 The Tourism Department shall not award the contract until ten (10) working days have elapsed after the publication of the Notice of Best-Evaluated Bidder.

26.5 Any bidder who is aggrieved by the decision of the Tourism Department, shall have ten (10) working days during the time period as stated at 27.4 to submit an application for challenge to the Tourism Department. The application shall be accompanied by a non-refundable fee of SCR 300.00 and addressed to;

The Principal Secretary
Tourism Department
Botanical House
P. O Box 1262

26.6 If the bidder is still aggrieved with the decision of the Tourism Department, following the procedures at 28.5, the bidder can, within ten (10) working days submit an application for appeal to the Review Panel. The application shall be accompanied by a non-refundable fee of SCR 500.00 and addressed to:

The Chairperson
Review Panel
c/o Procurement Oversight Unit
Maison De Mahe - Victoria

- 26.7 Provided no application for challenges or appeals has been received, the Tourism Department, will award the contract by issuing a Letter of Bid Acceptance to the successful bidder. The “Letter of Bid Acceptance”) shall specify the sum that the Tourism Department, will pay the Supplier in consideration of the Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 26.8 Until a formal Contract is prepared and executed, the Letter of Bid Acceptance shall constitute a binding Contract.

27. Corrupt or Fraudulent Practices

- 27.1 The Public Procurement Act 2008 requires that Bidders, participating in procurement in Seychelles, observe the highest standard of ethics during the procurement process and execution of contracts.
- 27.2 Bidders, suppliers and public officials shall be aware of the provisions stated in Article 103 of the Act which can be consulted on the website of the Procurement Oversight Unit www.pou.gov.sc or the National Tender Board www.ntb.sc
- 27.3 The Tourism Department will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

For the purpose of this Sub-Clause:

Corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

- (i) “Fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (ii) “Collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) “Coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (iv) “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

ANNEX 1

Bid Notice

SUBJECT: TENDER FOR THE SUPPLY OF FOUR (4) VEHICLES FOR THE TOURISM DEPARTMENT.

You are hereby invited to tender on the following:

ITEM	DESCRIPTION	QUANTITY
SUV	Automatic Transmission, Engine Capacity range from 1500cc-2000cc	2
Twin Cab Pick Up	Automatic Transmission, Engine Capacity range from 2000cc-3200cc	1
Van	Manual/Automatic Transmission, Engine Capacity range from 2500cc to 3000cc	1

For further clarification regarding the above specification please contact the Evans Barbier on Telephone Number 4671300 or email address Evans.Barbier@seychelles.com

Minimum requirement accessories for the vehicle

SUV	Twin Cab Pick-up	Van
<ul style="list-style-type: none">- Power Steering- Power window/lock- Airbag- 4 doors + boot door- AC- AM/FM/USB/Bluetooth- Driver Seat Adjust- Rear wipers- FR & RR Mudguards- Colour preferably White- +500 litre boot space	<ul style="list-style-type: none">- Power Steering- Power window/lock- Airbag- 4 doors + boot door- AC- AM/FM/USB/Bluetooth- Driver Seat Adjust- Rear wipers- FR & RR Mudguards- Colour preferably White	<ul style="list-style-type: none">- Power Steering- Power window/lock- Airbag- 4 doors + boot door- AC- AM/FM/USB/Bluetooth- Driver Seat Adjust- Rear wipers- FR & RR Mudguards- Colour preferably White- 15-seater- High roof

Bidders may submit more than one option (bid) which, meets the specification listed above.

1. The bid [as per Annex 2] have to be submitted in a sealed envelope marked "Procurement of three vehicles for the Tourism Department" and addressed to:

**The Chief Executive Officer
National Tender Board (NTB)
1ST Floor, Maison De Mahe,
Victoria**

2. The last date and time for submission of bids is before **10.30am** on Thursday 24th November **2022**.
3. The delivery of the vehicle should not be later than three (3) months from the date of award of contract.

4. Offer received over email will not be considered.
5. Warranty period shall be minimum three (3) years.
6. All bids should be accompanied by brochures (details of engine size, fuel consumption etc.).

**To: The Principal Secretary
Tourism Department
Botanical House**

**ANNEX 2
FORM OF TENDER
LOT 1
Procurement of two (2) SUV**

Having considered your requirements (**Annex 2**), we the undersigned, hereby declare that:

1. We have examined and accepted in full, the contents of the dossier for the tender for the supply of vehicle for the Tourism Department. We hereby accept its provisions in the entirety, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down without reservation or restriction.
3. The price of our tender excluding spare parts and consumables, if applicable is:

ITEM	DESCRIPTION	Make and model	QUANTITY	Retail price per unit (inclusive of levy and all other taxes)	Total retail price

Note: The prices shall be inclusive of all taxes

4. This tender is valid for a minimum period of **180** days from the final date for submission of tenders.
5. We hereby confirm that we will provide full after-sales service provided from us. We shall provide these services on behalf of the manufacturers, in full compliance with manufacturers' standard and specifications.
6. We hereby confirm availability of and access to a minimum stock of spare parts of those parts which require replacing most frequently.
7. The supplier should undertake to repair or replace any spare parts found to be defective for the vehicle as per the terms and conditions of the warranty period. Details of the terms and conditions of the warranty should be made available to the Tourism Department.
8. Delivery Time shall be three (3) months from the date of award of contract.
9. Warranty period of 3 years

10. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract

11. Payments of 50% should be made upon confirmation of order and 50% upon satisfactory delivery of vehicle.

Yours faithfully,

Name and Surname:.....

Duly authorised to sign this tender on behalf of:.....

Place and date:.....

Stamp of the firm/company:

This tender includes the following annexes:

[Number list of annexes/brochures with titles]

**To: The Principal Secretary
Tourism Department
Botanical House**

**ANNEX 3
FORM OF TENDER
LOT 2
Procurement of One (1) Van**

Having considered your requirements (**Annex 3**), we the undersigned, hereby declare that:

1. We have examined and accepted in full, the contents of the dossier for the tender for the supply of vehicle for the Tourism Department. We hereby accept its provisions in the entirety, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down without reservation or restriction.
3. The price of our tender excluding spare parts and consumables, if applicable is:

ITEM	DESCRIPTION	Make and model	QUANTITY	Retail price per unit (inclusive of levy and all other taxes)	Total retail price

Note: The prices shall be inclusive of all taxes

4. This tender is valid for a minimum period of **180** days from the final date for submission of tenders.
5. We hereby confirm that we will provide full after-sales service provided from us. We shall provide these services on behalf of the manufacturers, in full compliance with manufacturers' standard and specifications.
6. We hereby confirm availability of and access to a minimum stock of spare parts of those parts which require replacing most frequently.
7. The supplier should undertake to repair or replace any spare parts found to be defective for the vehicle as per the terms and conditions of the warranty period. Details of the terms and conditions of the warranty should be made available to the Tourism Department.
8. Delivery Time shall be three (3) months from the date of award of contract.
9. Warranty period of 3 years
10. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any

inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract

11. Payments of 50% should be made upon confirmation of order and 50% upon satisfactory delivery of vehicle.

Yours faithfully,

Name and Surname:.....

Duly authorised to sign this tender on behalf of:.....

Place and date:.....

Stamp of the firm/company:

This tender includes the following annexes:

[Number list of annexes/brochures with titles]

**To: The Principal Secretary
Tourism Department
Botanical House**

**ANNEX 4
FORM OF TENDER
LOT 3
Procurement of One Twin Cab Pick UP**

Having considered your requirements (**Annex 4**), we the undersigned, hereby declare that:

1. We have examined and accepted in full, the contents of the dossier for the tender for the supply of vehicle for the Tourism Department. We hereby accept its provisions in the entirety, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down without reservation or restriction.
3. The price of our tender excluding spare parts and consumables, if applicable is:

ITEM	DESCRIPTION	Make and model	QUANTITY	Retail price per unit (inclusive of levy and all other taxes)	Total retail price

Note: The prices shall be inclusive of all taxes

4. This tender is valid for a minimum period of **180** days from the final date for submission of tenders.
5. We hereby confirm that we will provide full after-sales service provided from us. We shall provide these services on behalf of the manufacturers, in full compliance with manufacturers' standard and specifications.
6. We hereby confirm availability of and access to a minimum stock of spare parts of those parts which require replacing most frequently.
7. The supplier should undertake to repair or replace any spare parts found to be defective for the vehicle as per the terms and conditions of the warranty period. Details of the terms and conditions of the warranty should be made available to the Tourism Department.
8. Delivery Time shall be three (3) months from the date of award of contract.
9. Warranty period of 3 years
10. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any

inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract

11. Payments of 50% should be made upon confirmation of order and 50% upon satisfactory delivery of vehicle.

Yours faithfully,

Name and Surname:.....

Duly authorised to sign this tender on behalf of:.....

Place and date:.....

Stamp of the firm/company:

This tender includes the following annexes:

[Number list of annexes/brochures with titles]

CONTRACT AGREEMENT
PROCUREMENT OF VEHICLE
FOR
THE TOURISM DEPARTMENT

ARTICLES OF AGREEMENT

This Agreement is made on the **day of** **2022**
BETWEEN the **Tourism Department** (Hereinafter called "The Client") of the one part
and.....(Hereinafter called "The Supplier") of the other part.

WHEREAS The Client wishes the following, namely an (Hereinafter called "The Goods") to be procured under the direction of the Accounting Officer and has caused a Scope of Works, Instructions to Bidders inclusive (hereinafter called "The Contract Documents") showing and describing the Goods to be supplied.

AND WHEREAS the contract documents have been signed by and on behalf of the parties hereto:

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. For the consideration hereinafter mentioned, the Supplier shall upon and subject to the conditions contained herein carry out and complete the provision of the Goods described in the contract documents and in accordance with the said conditions.
2. The Client shall pay to the Supplier the sum of (Hereinafter referred to as the "Contract Sum"), or such other sums as shall become payable hereunder at the term and in the manner specified in the said conditions.
3. The said conditions shall be read as forming an integral part of this agreement and the parties shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreements in such conditions.
4. This Agreement shall take effect on (day) (Month) **2022** (year) and shall expire on..... (day) (Month) **2022** (Year), unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or lawfully extended as agreed between the Parties in writing.

AS WITNESS the hands of the parties the day and year first above written:-

CLIENT:

Signature:

Name:

Designation:

Date:

CLIENT's WITNESS:

Signature:

Name:

Designation:

Date:

SUPPLIER:

Signature:

Name:

Designation:

Date:

SUPPLIER's WITNESS:

Signature:

Name:

Designation:

Date:

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following Terms shall be interpreted as indicated:

- (i) "The Contract" means the Agreement entered into between the Client and the Supplier, as recorded in the Article of Agreement sign by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (ii) "The Contract Price" means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations
- (iii) "The Goods" means all the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to supply the Client under the Contract.
- (iv) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- (v) "G.C.C" means the General Conditions of the Contract
- (vi) "S.C.C" means the Special Conditions of Contract
- (vii) "The Client" means the organization purchasing the Goods named in the **SCC**
- (viii) "The Client's Country" is the country is the Republic of Seychelles
- (ix) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying the Goods and Services under this Contract and named in the **SCC**
- (x) "The Delivery Site" means the site where the Goods are to be delivered as named in the **SCC**
- (xi) "GOS" means the Government of Seychelles
- (xii) "Days" means Calendar day
- (xiii) "Effective Date" of the Contract will be the date of receipt by the Supplier of the Letter of Acceptance or the date provided in the Letter of Acceptance. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

2. Application

- 2.1 These Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

3. Contract Documents

- 3.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (i) Unless otherwise specified in the S.C.C, the meanings of any trade term and the rights and obligations of parties hereunder shall be as prescribed in the Incoterms.
- (ii) EXW, CIF, CIP, and other similar trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

Incoterms provides a set of international rules for the interpretation of the more commonly used trade terms.

5. Governing Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Client, shall be written in the language specified in the SCC. All correspondences and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 5.2 Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.3 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium or association, all the parties shall be jointly and severally liable to the Client for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Client.

7. Notices

- 7.1 Any notice given by one party to the other pursuant to this Contract, shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the SCC.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8. Governing Law

- 8.1 The Contract shall be interpreted in accordance with the laws of the Client's country, unless otherwise specified in the SCC

9. Resolution of Disputes

- 9.1 The Client and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Supplier have been unable to resolve amicably a Contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

10. Standards

- 10.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country or origin. Such standards shall be the latest issued by the concerned institution.

11. Country of Origin

- 11.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories as defined in their bid submissions.
- 11.2 For purposes of this Clause, "origin" means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 11.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

12. Supplier's Obligations

- 12.1 The Supplier undertakes to perform its obligations arising from this Agreement with due care, skill and diligence in the supply of Goods and shall require its agents to exercise due care, skill and diligence in the supply of Goods.
- 12.2 In consideration of payment of the Charges and subject to GCC Clause 14, the Supplier shall;
- (i) supply the Goods according to the Specification, in the manner set out in Annex "Specifications" and in accordance with the Client's directions and the terms of this Agreement;
 - (ii) comply with and implement any policies and/or guidelines issued by the Client from time to time and notified to the Supplier in writing;
 - (iii) comply with all security arrangements as notified by the Client;
 - (iv) comply with the Special Conditions of Contract – S.C.C

- 12.4 The Supplier is deemed to be the prime contractor under this Agreement and the Supplier shall assume full responsibility for the delivery of the Goods.

13. Contract Price

- 13.1 Prices charged by the Supplier for Goods delivered under this Agreement shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the S.C.C or in the Client's request for Bid Validity extension, as the case may be.

14. Payment

- 14.1 The Contract Price shall be paid as per specified in the SCC.
- 14.2 The method and conditions of payment to be made to the Supplier under this Agreement shall be specified in the S.C.C
- 14.3 The Supplier's request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and upon fulfillment of other obligations stipulated in the Agreement.
- 14.4 Payment shall be made promptly by the Client, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Client has accepted it.
- 14.5 The currency or currencies in which payment is made to the Supplier under this Agreement shall be specified in the S.C.C subjected to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
- 14.6 Any and all taxes applicable to the provision of the Goods under and in accordance with this Agreement will be the sole responsibility of the Supplier and the Supplier so acknowledges and conforms.

15. Taxes and Duties

- 15.1 The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.
- 15.2 There shall be Value Added Tax (VAT) imposed by the Client's country on entry of Goods procured under this project.

16. Performance Security

- 16.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the performance security in the amount specified in the SCC.
- 16.2 The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Client and shall be in one of the following forms:

- (i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Client's country or abroad, acceptable to the Client, in the form provided in the bidding documents or another form acceptable to the Client.

16.4 The performance security will be discharged by the Client and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

17. Use of Contract Documents and Information

17.1 The Supplier shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern, sample, or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

17.2 The Supplier shall not, without the Client's prior written consent, make use of any document or information enumerated in GCC Clause 17.1 except for purposes of performing the Contract.

17.3 Any document, other than the Contract itself, enumerated in GCC Clause 17.1, shall remain the property of the Client and shall be returned (all copies) to the Client on completion of the Supplier's performance under the Contract if so required by the Client.

18. Subcontracts

18.1 The Supplier shall not subcontract without prior written authorization from the Client nor cause the Agreement to be performed in fact by third parties. The Supplier shall not subcontract any part of the Services without the consent of the Client.

18.2 Even where the Client authorizes the Supplier to subcontract to third parties, he shall none the less remain bound by his obligations to the Client under the Contract and shall bear exclusive liability for proper performance of the Contract.

19. Insurance

19.1 The Goods supplied under the Agreement shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

19.2 Where delivery of the Goods is required by the Client on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Client as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Client.

20. Transportation

20.1 Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Bidding Documents.

21. Incidental Services

21.1 The Supplier may be required to provide any or all of the following services including additional services, if any, specified in the SCC.

- (a) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

21.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charges for other parties by the Supplier for similar services.

23. Inspection of Goods

23.1 The Client or its authorized representative shall have the right to inspect and/or test for Goods to confirm their conformity to the Contract specifications at no extra cost to the Client. The SCC and the Technical Specifications shall specify what inspections and/or tests the Client requires and where they are they are to be conducted. The Client shall notify the Supplier in writing, in a timely, of the identity of any representatives retained for these purposes.

23.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier, at the point of delivery, and/or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Client.

23.3 A failure to make a complaint at the time of any such inspection or test and/or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with GCC Clause 23.4

23.4 The Client may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to the Clause, the Client may (without prejudice to other rights and remedies) either;

- (i) treat the Agreement as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses reasonable endeavor to mitigate any additional expenditure in obtaining replacement Goods.

or

- (ii) have such Goods promptly, and in any event within twenty – one (21) calendar days, either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

23.5 Rejected Goods shall be removed by the Supplier from the Client's premises within fourteen (14) calendar days from the date of the notification to the Supplier of their rejection. In the event of failure by the Supplier to remove Goods within fourteen (14) calendar days of such notification, the Client may dispose of such Goods as he/she sees fit pending such removal, the Goods will remain with the Client at the risk of the Supplier.

Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Supplier.

- 23.6 For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with GCC Clause 23.4
- 23.7 The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.
- 23.8 The Supplier hereby guarantees the Goods for the period specified in Special Condition "Guarantee Period") against faulty materials, equipment or workmanship. The Client shall within such Guarantee Period, or within fourteen (14) calendar days thereafter, give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during the Guarantee Period under proper and normal use. The Supplier shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this Clause for the Guarantee Period.

24. Liquidated Damages

- 24.1 Subject to GCC Clause 29, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum is reached, the Client may consider termination of the Contract pursuant to GCC Clause 23.

25. Warranties, Confirmation and Undertakings

- 25.1 The Supplier warrants, confirms and undertakes that;
- (i) it has the authority and right under the law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods hereunder;
 - (ii) it is entering into this Agreement with full understanding of its material terms and risks and is capable of assuming those risks;
 - (iii) it is entering into this Agreement with and has all understanding of its obligations with regards to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;
 - (iv) it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision (to include manufacture and distribution process) of the Goods as they apply to the Supplier;
 - (v) it has taken all and any actions necessary to ensure that it has the power to execute and enter into this Agreement;

- (vi) the Goods supplied under the Agreement are new and unused. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the Client's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- (vii) Unless otherwise specified in the SCC, this warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as case may be, have been delivered to and accepted at the final destination indicated in the Agreement, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concluded earlier, unless specified otherwise in the S.C.C.
- (viii) The Client shall promptly notify the Supplier in writing of any claims, stating the nature of such defects together with available evidence thereof, arising under this warranty. The Client shall afford all reasonable opportunity for the Supplier to inspect such defects.
- (ix) Upon receipt of such notice, the Supplier shall, within the period specified in the S.C.C. and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Client other than, where applicable.
- (x) If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the S.C.C., within a reasonable period, the Client may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Client may have against the Supplier under the Agreement.

26. Patent Rights

- 26.1 The Supplier shall indemnify the Client against all third-party claims of infringement of patent, trademark, or industrial design rights from the use of the Goods or any part thereof in the Client's country.

27. Risk

- 27.1 The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acceptance on the part of the Client.

28. Change in Laws and Regulations

- 28.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulations, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Client's country that subsequently affected the Delivery date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not separately paid or credited if the same has already been accounted for in the price adjustment provision where applicable, in accordance with GCC Clause 14.

29. Force Majeure

- 29.1 Notwithstanding the provisions of GCC Clauses 24, 32 and 33, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default it and to the extent that it delays performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 29.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client 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.

30. Change of Order

- 30.1 The Client may at any time, in accordance with GCC Clause 7, by a written order given to the Supplier, make changes within the general scope of the Agreement in any one or more of the following:
- (i) Specifications, where Goods to be furnished under the Agreement are to be specifically manufactured for the Client;
 - (ii) The related services to be provided by the Supplier.
- 30.2 If any such change cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Agreement, an equitable adjustment shall be made in the Contract price or Delivery Schedule, or both and the Agreement shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Client's change order.

31. Contract Amendments

- 31.1 Subject to GCC Clause 30, no variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the Parties.

32. Delays in the Supplier's Performance

- 32.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.
- 32.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Client shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 32.3 Except as provided under GCC Clause 29, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 32.2 without the application of liquidated damages.

33. Termination for Default

- 33.1 The Client, without prejudice to any other remedy for breach of Contract by written notice or default sent to the Supplier, may terminate this Contract in whole or in part.
- (i) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Client pursuant to GCC Clause 32; or
 - (ii) if the Supplier fails to perform any other obligation(s) under the Contract.
- 33.2 Suppliers are required to observe the highest standards of ethics during the procurement and execution of contract. If the Supplier, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of these provisions, the terms set forth below as follows:

“Corrupt Practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition”.

- 33.3 In the event the Client terminated the Contract in whole or in part, pursuant to GCC Clause 33.1, the Client may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the Client for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 33.4 Any communications between the Supplier and the Client related to matters of alleged fraud or corruption must be made in writing.

34. Termination for Insolvency

- 34.1 The Client may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

35. Termination for Convenience

- 35.1 The Client, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

35.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Client at the Contract terms and prices. For the remaining Goods, the Client may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/ or
- (ii) cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

36. Suspension of GOS Funds

36.1 In the event GOS suspends the funds to the Client, from which part of the payments to the Supplier;

- (i) The Client is obliged to notify the Supplier of such suspension within 14 days of having received the GOS suspension notice.
- (ii) If the Supplier has not received sums due it within 60 days for payment provided for in GCC Sub-Clause 14.4, the Supplier may immediately issue a 14 - day termination notice.

37. Assignment

37.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Client's prior written consent.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the Terms & Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number in the Terms & Condition is indicated in parentheses:

1. Definitions (GCC Clause 1)

- GCC 1.1 (vii) The Client is:
- GCC 1.1 (viii) The Client's Country is the: **Republic of Seychelles**
- GCC 1.1 (ix) The Supplier is:

2. Interpretation (GCC Clause 4)

- GCC 4.2 (i) The meaning of the Trade Terms shall be prescribed by **INCOTERMS**
- GCC 4.2 (ii) The version of Incoterms shall be: Current Edition of *Incoterms* published by the International Chamber of Commerce, Paris

3. Governing Language (GCC Clause 5)

- GCC 5.1 The Governing Language shall be: **English**
- GCC 5.2 For the purpose of Translation, the Language shall be: **English**

4. Notices (GCC Clause 7)

- GCC 7.1 For notice purposes;

Client's Address:
.....
.....
.....

Supplier's Address:
.....
.....

5. Governing Law (GCC Clause 8)

- GCC 8.1 The Governing Law shall be the: **Laws of the Republic of Seychelles**

6. Resolution of Disputes (GCC Clause 9)

GCC 9.2 The formal mechanism for the resolution to be applied;

For Contracts entered into with Overseas Suppliers:

In the case of a dispute between the Client and Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on the International Trade Law (UNCITRAL) Arbitration Rules.

For Contracts entered into with Local Suppliers:

In the case of a dispute between the Client and the Supplier which is from within the Client's country, the dispute shall be referred to adjudication or arbitration in accordance with the Laws of the Republic of Seychelles.

7. Contract Price (GCC Clause 13)

GCC 13.1 The prices shall not be adjusted and shall remain firm for the duration of the Contract.

8. Payment (GCC Clause 14)

GCC 14.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

The Tourism Department agrees to make arrangements to effect bank transfer through as specified in the cost and terms of payment as follows:

The sum of SR (only).

9. Insurance (GCC Clause 19)

GCC 19.1 The Insurance shall be in amount equal to 110% of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risk and Strikes.

10. Incidental Services (GCC Clause 21)

GCC 21.1 The supplier shall provide the first service free after 5000 kms.

The supplier confirms availability and access to a minimum stock of spare parts required for normal running repairs.

11. Inspection of Goods (GCC Clause 23)

GCC 23.1 Inspection and tests prior to shipment of Goods and at Final Acceptance are as follows:

Inspection and tests prior to shipment of goods shall not be undertaken. However, Goods shall be tested in the Client's country before their Final Acceptance. Any discrepancies with damages and defects shall be reported to the Supplier for remedial action, within sixty (60) days after receiving the Goods

12. Liquidated Damages (GCC Clause 24)

GCC 24.1 Applicable Rate for Liquidated Damages:

Maximum Deduction for Liquidated Damages:

13. Warranties, Confirmation and Undertakings (GCC Clause 25)

GCC 25 (vii) In partial modifications of the provisions, the Warranty period shall be 36 months from the Date of Acceptance of the vehicle or 100,000 kms whichever comes first, in accordance with the Terms and Conditions specified in the Bid. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either;

Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 14

Or

Pay liquidated damages to the Client with respect to the failure to meet the contractual guarantees in accordance with SCC 15.

GCC 25 (ix) & (x) The period for correction of defects in the warranty period is: **One (1) month from the Date of Notification by the Client.**