

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GCC clause ref:	Additional clause to GCC
1. Definitions	
GCC 1.1 (f)—The Procuring Entity is:	National Emergency Response Council on HIV/AIDS (NERCHA)
GCC 1.1 (h)—The Project Site is:	Physical delivery address: 1.DAP National Malaria Control Program PO Box 53 Manzini, Eswatini
6. Performance Security	
GCC 6.1	The amount of performance security, as a percentage of the Contract Price, shall be: 5% of the contract price.
7. Inspections and Tests	
GCC 7.1—Inspection	Inspection will take place at National Referral Laboratory upon delivery of consignments. Rejected items shall be replaced within 21 days at the Supplier's cost.
GCC 7.2	Inspections and tests may also be carried out at a properly accredited testing laboratory.
8. Packing	Packing shall be in accordance with the Specifications.
9. Delivery and Documents	
Delivery shall be completed:	The first instalment will be for delivery to DAP National Malaria Control Program, Eswatini premises within four weeks from receipt of an order.
The Supplier will provide the following documents for payment for each delivery: -	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company: (I) Original Supplier's invoice, showing Procuring Entity as National Emergency

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	<p>Response Council on HIV/AIDS (NERCHA); the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;</p> <p>(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Procuring Entity as NERCHA and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or air waybill, or multimodal transport document or equivalent, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) copy of the packing list identifying contents of each package;</p> <p>(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</p> <p>(v) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;</p> <p>(vi) Manufacturer's or Supplier's Quality Certification</p> <p>(vii) any other procurement-specific documents required for delivery/payment purposes.</p> <p><i>For Goods from within the Procuring Entity’s country:</i></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p> <p>(i) Original Supplier’s invoice, showing Procuring Entity, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoice must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) original delivery note, railway consignment</p>



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	<p>note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as NERCHA and delivery through to final destination as stated in the Contract;</p> <p>(iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</p> <p>(iv) copy of the packing list identifying contents of each package;</p> <p>(v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer's or Supplier's Quality Certification</p> <p>(vii) other procurement-specific documents required for delivery/payment purposes.</p>
10. Insurance	The insurance shall be in the amount to 110 percent of the CIP value of the goods from “warehouse to warehouse” on “All risks” basis including war risks and strikes.
11. Transportation	<p>The Supplier will be required to deliver the goods (DAP National Malaria Control program, Manzini, Eswatini) <u>including all taxes, duties and levies and local transportation costs.</u></p> <p>Tenderers are required to ensure deliveries are made only on working days as from 8.00 am to 3.00 pm. No deliveries will be accepted after 3.00 pm (Monday to Friday) and on weekends.</p>
12. Incidental Services	No incidental services are required
14. Warranty	<p>All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.</p> <p>The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum shelf life upon delivery as specified in the Specification.</p> <p>The Procuring Entity shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the destination indicated in the Contract. Upon receipt of a written notice from the Procuring Entity, the Supplier shall,</p>

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	<p>with all reasonable speed, replace the defective Goods without cost to the Procuring Entity. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.</p> <p>In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Procuring Entity and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Procuring Entity will meet all costs for such analysis.</p> <p><u>Recalls.</u> In the event any of the Goods are recalled, the Supplier shall notify the Procuring Entity within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods.</p>
<p>15. Payment</p> <p>GCC 15.1—the method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p>	<p>Payment shall be made within 30 (thirty) days from presentation of the required documents by the Supplier. Payment shall be made for the full value of the invoice(s) less any disputed portions of the delivery.</p>
<p>30. Notices</p>	
<p>GCC 30.1—Procuring Entity's address for notice purposes is:</p>	<p>NATIONAL EMERGENCY RESPONSE COUNCIL FOR HIV & AIDS PLOT 738 OF FARM 2 EMJIKA ROAD MBABANE THE KINGDOM OF Eswatini Telephone: (268) 2406 5000 FAX: (268) 2406 5004/5/6</p>
<p>—Supplier's address for notice purposes:</p>	



PERFORMANCE SECURITY FORM

To: NATIONAL EMERGENCY RESPONSE COUNCIL FOR HIV & AIDS
PLOT 738 OF FARM 2
EMJIKA ROAD
MBABANE
THE KINGDOM OF ESWATINI
Telephone: (268) 2406 5000
FAX: (268) 2406 5004/5/6

WHEREAS..... (hereinafter

Called “the Supplier”) has undertaken, in pursuance of Contract No.....

[reference number of the contract] date.....20....to supply [>>>>>>] Hereinafter called “The Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of.....

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without

cavil or argument, any sum or sums within the limit of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

Signature and seal of the Guarantors
.....

(name of the bank or financial institution)
.....

(address)
.....

(date)