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Approved by Resolution No. 502
of the Cabinet of Ministers of the Republic of Azerbaijan
dated 30 December 2023

# Standard Form

## *of a Services Procurement Contract*

### CHAPTER I

### CONTRACT AGREEMENT

No. _____

This Contract is entered into on (insert the day, month and year) in the city/district of (insert the place of signing), on the following terms and conditions, between the MINISTRY OF ECOLOGY AND NATURAL RESOURCES OF THE REPUBLIC OF AZERBAIJAN (TIN: 1300032591), established under the laws of the Republic of Azerbaijan, with its registered address at 100A Kazim Kazimzade Street, represented by Farman Gurbanli, son of Vahid, Deputy Head of Administration, acting pursuant to the Charter (hereinafter referred to as the "Procuring Entity"), of the one part, and (insert the Supplier's name) (TIN: (insert the Supplier's TIN)), established under the laws of (insert the Supplier's country of registration), with its registered address at (insert the Supplier's address), represented by (insert the position, surname, first name and patronymic of the Supplier's authorised representative), acting pursuant to the Charter (hereinafter referred to as the "Supplier"), of the other part (hereinafter individually referred to as a "Party" and collectively as the "Parties"):

Under the terms of this Contract, the Supplier undertakes to provide services for the preparation of a comprehensive feasibility study for the assessment, restoration, clean-up, ecological rehabilitation and sustainable management of 12 priority lakes located on the Absheron Peninsula of the Republic of Azerbaijan, for the amount, inclusive of taxes, specified in the Activity Schedule (Section VI), namely (insert the amount in figures and words and specify the currency), and within the period specified in the Implementation Schedule (Section VII), namely (insert the period in months or days). The Procuring Entity undertakes to accept the Contract deliverables (Services) and pay the Supplier for them in accordance with the terms of the Contract.

**The Contract comprises the following Sections:**

| | |
|---|---|
| Section I | Letter of Acceptance; |
| Section II | Supplier's Proposal (attach the documents submitted with the successful Supplier's Proposal that are necessary for performance of the Contract); |
| Section III | General Conditions of Contract; |
| Section IV | Special Conditions of Contract; |
| Section V | Services Requirements (attach the information included in the Procurement Documents); |
| Section VI | Activity Schedule (attach the schedule submitted by the successful Supplier on the basis of the information included in the Procurement Documents); |
| Section VII | Implementation Schedule (attach the schedule submitted by the successful Supplier on the basis of the information included in the Procurement Documents); |
| Section VIII | Personnel (attach the list submitted by the successful Supplier on the basis of the requirements included in the Procurement Documents); |
| Section IX | Other Documents (attach, if any). |

The above Sections shall be read and interpreted together as a single document and shall collectively constitute the Contract. A reference to any Section of the Contract shall constitute a reference to the Contract.

In the event of any inconsistency, ambiguity or conflict within the Contract or between its Sections, the Sections forming part of the Contract shall take precedence in the order listed above.

**Banking Details of the Parties**

| | **MINISTRY OF ECOLOGY AND NATURAL RESOURCES OF THE REPUBLIC OF AZERBAIJAN** | **(insert the Supplier's name)** |
|---|---|---|
| TIN: | | |
| Bank: | | |
| Bank code: | | |
| Bank TIN: | | |
| Current account: | | |
| Correspondent account: | | |
| SWIFT | | |
| | (signature and seal)<br>(position, surname and first name of the Procuring Entity's authorised representative) | (signature and seal)<br>(position, surname and first name of the Supplier's authorised representative) |

## CHAPTER II

## GENERAL CONDITIONS OF CONTRACT

### 1. General Provisions

1.1. This Services Procurement Contract (hereinafter referred to as the "Contract") is drawn up pursuant to Article 38.15 of the Law of the Republic of Azerbaijan on Public Procurement (hereinafter referred to as the "Law") to enable procuring entities to procure services using financial resources in accordance with the procedures established by the Law.

1.2. The following principal terms used in this Contract shall have the meanings set out below:

1.2.1. Place of Performance means the location at which the Services are to be provided, as specified in Item 1 of the Special Conditions of Contract;

1.2.2. Activity Schedule means the final schedule attached to the Contract, setting out the descriptions, quantities and prices of all Services to be provided by the Supplier;

1.2.3. Contract Price means the total amount payable to the Supplier under the Contract;

1.2.4. Contract Agreement means the document that supersedes all written and oral agreements, communications and negotiations between the Supplier and the Procuring Entity preceding the signing of the Contract, establishes the constituent parts of the Contract and confirms, inter alia, the General and Special Conditions of Contract;

1.2.5. Procuring Entity means the organisation specified in Item 2 of the Special Conditions of Contract;

1.2.6. Subcontractor means another supplier to whom performance of any part of the Services has been entrusted;

1.2.7. Completion means the provision and completion of the Services in accordance with the terms of the Contract;

1.2.8. Supplier means the natural person, legal entity or temporary or permanent association formed by legal entities and/or natural persons under an agreement to carry out joint activities without establishing a legal entity, as defined in Article 1.1.26 of the Law and identified in this Contract Agreement;

1.3. Other terms used in this Contract shall have the meanings assigned to them in the Law.

### 2. Governing Law

2.1. The relations between the Parties to the Contract shall be governed by the Law, the Civil Code of the Republic of Azerbaijan and other applicable regulatory legal acts of the Republic of Azerbaijan.

2.2. Additional legal provisions and documents applicable to performance of the Contract are specified in Item 3 of the Special Conditions of Contract.

2.3. The Supplier shall comply with the intellectual property legislation of the Republic of Azerbaijan in performing the Contract and shall indemnify the Procuring Entity against third-party claims arising from any breach of that legislation and be liable in respect of such claims.

2.4. The results of studies carried out under the Contract, reports and other documents prepared by the Supplier shall be the property of the Procuring Entity and shall remain at its disposal. The Supplier may retain copies of these documents.

2.5. If the Contract is terminated due to the Supplier's default, the materials, installations, equipment and temporary structures brought in under the Contract shall remain the property of the Supplier.

**3. Language of the Contract**

3.1. The Contract, including correspondence and documents exchanged between the Procuring Entity and the Supplier in connection with the Contract, shall be in the Azerbaijani language. Supporting documents forming part of the Contract may be in another language, provided that they are accurately translated into Azerbaijani. In the event of any discrepancy between the documents, the documents prepared in Azerbaijani shall prevail.

3.2. The Supplier shall bear all costs of translating documents into Azerbaijani and shall be responsible for the risks associated with the accuracy of such translations.

**4. Eligibility of Suppliers**

4.1. The provision of Services under the Contract by certain foreign suppliers or foreign suppliers from certain countries, including countries with which the Republic of Azerbaijan has no diplomatic relations, shall not be permitted where this is required by the international obligations of the Republic of Azerbaijan or on grounds of national security.

4.2. If the Supplier is a temporary or permanent association formed by legal entities and/or natural persons under an agreement to carry out joint activities without establishing a legal entity (hereinafter referred to as a "Joint Venture"), all legal entities and natural persons participating in the Joint Venture shall be jointly and severally liable to the Procuring Entity for performance of the Contract. The Joint Venture shall appoint a representative duly authorised to act on its behalf and on behalf of its members for the purposes of performing the Contract. The composition of the Joint Venture shall not be changed without the Procuring Entity's prior consent.

**5. Notices**

5.1. Notices, decisions and other documents exchanged between the Procuring Entity and the Supplier, as well as information required under the Law, shall be submitted in writing to the address specified in Item 4 of the Special Conditions of Contract or delivered directly to the authorised representative referred to in Clause 6.1 of the General Conditions of Contract. Evidence confirming receipt of information submitted in writing shall be provided to the other Party upon request.

5.2. A notice shall take effect on the date of its delivery or on the effective date stated in the notice, whichever is later.

**6. Authorised Representatives**

6.1. Any action required or permitted to be taken, or any document required or permitted to be executed, by the Procuring Entity or the Supplier under this Contract may be taken or executed by the officials specified in Item 5 of the Special Conditions of Contract.

**7. Performance Security**

7.1. Where the Contract Price exceeds AZN 30,000 (thirty thousand), the Supplier shall, within 5 (five) working days after signing the Contract, provide the Procuring Entity with a performance security equal to 10 per cent of the Contract Price, or 5 per cent in the case of micro and small enterprises, valid for 30 (thirty) working days beyond the period for performance of the Contract, including the warranty period where required. Requirements relating to the guarantor or, for procurements exceeding AZN 5 (five) million, the party confirming a security issued by any guarantor, if required, and other conditions are specified in Item 11 of the Special Conditions of Contract.

7.2. The performance security shall be provided in the form specified in the Appendix to the Contract, or in another similar form and substance acceptable to the Procuring Entity, as a guarantee, insurance security, letter of credit, deposit or other financial asset.

7.3. The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss arising from the Supplier's failure to perform its obligations under the Contract.

7.4. The performance security shall be denominated in the currency of the Republic of Azerbaijan, the manat, or in a freely convertible foreign currency acceptable to the Procuring Entity.

7.5. The Procuring Entity shall return the performance security to the Supplier no later than 30 (thirty) working days after the date on which the Supplier has fulfilled its performance obligations under the Contract, including any warranty obligations.

**8. Performance of the Contract**

8.1. Subject to the requirements of Clause 7.1 of the General Conditions of Contract, the Contract shall enter into force on the date it is signed by the Procuring Entity, unless otherwise specified in Item 6 of the Special Conditions of Contract. Where approvals from the relevant state authorities or bodies are required for commencement of performance of the Contract, other than permits envisaged by the Law of the Republic of Azerbaijan on Licences and Permits for carrying out a particular type of business activity or certain actions related to business activities, the Procuring Entity shall ensure that such approvals are obtained before the Contract is signed. Unless otherwise specified in Item 6 of the Special Conditions of Contract, the Procuring Entity shall, within 5 (five) working days after the Contract is signed, notify the Supplier of the date for commencement of performance and, where applicable, the approvals obtained.

8.2. The Services listed in the Activity Schedule (Section VI) of the Contract Agreement shall be provided in accordance with the schedule set out in the Implementation Schedule (Section VII) of the Contract Agreement, subject to the requirements of Clause 26.1 of the General Conditions of Contract.

**9. Compliance of the Services**

9.1. The Services provided under the Contract shall comply with the requirements set out in the Services Requirements (Section V) of the Contract Agreement and shall be performed by the personnel listed in the Personnel section (Section VIII) of the Contract Agreement.

9.2. For each item of goods to which a preferential adjustment has been applied under Article 33.14 of the Law, the Supplier shall provide the Procuring Entity with the original certificate of origin or a notarised copy thereof together with the goods.

9.3. For each employee in respect of whom a preferential adjustment has been applied under Article 33.14 of the Law, the Supplier shall provide the Procuring Entity with a bank-issued statement confirming transfer to that employee's bank account of the amount stated in the certificate included in the Supplier's Proposal.

**10. Reports and Documents**

10.1. Details of the reports and other documents to be submitted by the Supplier are specified in Item 7 of the Special Conditions of Contract.

**11. Supplier's Obligations**

11.1. The Supplier shall fulfil its obligations under the Contract for the provision of the Services and deliver the Services to the Procuring Entity in accordance with the prescribed procedure.

11.2. The Supplier shall sign the Contract after familiarising itself with all conditions, requirements and information relating to its performance. The Supplier's lack of knowledge of any such conditions, requirements or information shall not relieve it of its obligations under the Contract.

11.3. The Supplier shall perform the Services and discharge its obligations with due diligence, efficiency and economy, in accordance with generally accepted professional methods, ethical

standards and practices, and shall employ sound management practices, advanced technologies and safe methods. In all matters relating to the Services, the Supplier shall act as a trusted partner of the Procuring Entity and shall at all times support and safeguard the Procuring Entity's legitimate interests in its dealings with Subcontractors and third parties.

11.4. The Supplier and its Subcontractors shall apply, as set out in the Labour Code of the Republic of Azerbaijan, the relevant legal provisions governing the labour, social and economic rights of employees and employers and the minimum guarantees associated with those rights; the principles and rules ensuring the rights to work, rest and safe and healthy working conditions, and other fundamental human rights and freedoms provided for in Section Two of the Constitution of the Republic of Azerbaijan; and the provisions governing the rights and duties of employees, employers and the relevant state authorities in relation to the establishment, amendment and termination of employment relationships and the protection of the rights of their participants, in accordance with international treaties concluded or acceded to by the Republic of Azerbaijan, the conventions of the International Labour Organization and other rules of international law.

11.5. The Supplier shall fulfil any additional obligations specified in Item 8 of the Special Conditions of Contract.

**12. Procuring Entity's Obligations**

12.1. The Procuring Entity undertakes to accept the Services provided under the Contract without delay, subject to the Supplier's remedying any identified defects, and to make payments on time.

12.2. The Procuring Entity shall ensure that the legal and organisational matters specified in Item 9 of the Special Conditions of Contract are resolved and that the permits and approvals for which it is responsible are obtained.

12.3. The Procuring Entity warrants the accuracy of all information relating to performance of the Contract and its timely provision to the Supplier.

**13. Terms of Payment**

13.1. Payments under the Contract, including the advance payment, shall be made in the manner and amounts specified in Item 10 of the Special Conditions of Contract, on the basis of the documents submitted by the Supplier, including electronic invoices, acceptance certificates and other documents, as soon as practicable and in any event no later than 15 (fifteen) working days.

13.2. To receive an advance payment, the Supplier shall provide the Procuring Entity with an advance payment security in an amount not less than the total advance payment and valid throughout the period for performance of the Contract. The Supplier shall use the advance payment solely to fulfil its obligations under the Contract.

13.3. Within 15 (fifteen) working days after performance of the Contract has been fully completed, including the warranty period where required, and the supporting documents have been prepared, allowing for the period required to remedy any deficiencies, the Procuring Entity and the Supplier shall make the final settlement, sign the Handover and Acceptance Certificate, and the final amount shall be paid to the Supplier within that period.

13.4. Within 15 (fifteen) working days after the Supplier submits the documents relating to performance of the Contract specified in Section 10 of the General Conditions of Contract, the Procuring Entity shall approve those documents or provide a reasoned refusal to approve them. If the Procuring Entity neither approves the documents nor provides a reasoned refusal within that period, the submitted documents shall be deemed approved by the Procuring Entity.

13.5. Where proposals submitted by non-resident legal entities or natural persons are denominated in a freely convertible foreign currency, the exchange rate established by the Central Bank of the Republic of Azerbaijan on the deadline for submission of proposals shall apply.

**14. Taxes and Duties**

14.1. The Parties shall be responsible for paying all taxes, duties, licence fees and other charges in accordance with the applicable legislation of the Republic of Azerbaijan.

14.2. If any tax exemptions, reductions, allowances or privileges are available to the Supplier in the Procuring Entity's country, the Procuring Entity shall comply with the Supplier's requests that are consistent with the applicable legislation of the Republic of Azerbaijan to enable the Supplier to benefit from such tax savings in the Procuring Entity's country to the maximum extent permitted.

**15. Intellectual Property Rights**

15.1. Copyright in all drawings, documents and other materials containing data and information supplied by the Supplier to the Procuring Entity shall remain vested in the Supplier. Where such materials are furnished to the Procuring Entity by a third party directly or through the Supplier, copyright in those materials shall remain vested in that third party.

15.2. The Supplier shall indemnify and hold harmless the Procuring Entity, its employees and officers against any and all claims, actions or administrative proceedings, demands, losses, damages, costs and expenses of any kind, including legal fees and expenses, that the Procuring Entity, its employees or officers may incur as a result of any infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing on the date of the Contract.

15.3. The Procuring Entity shall indemnify and hold harmless the Supplier, its employees, officers and Subcontractors against any and all claims, actions or administrative proceedings, demands, losses, damages, costs and expenses of any kind, including legal fees and expenses, that the Supplier, its employees, officers or Subcontractors may incur as a result of any infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing on the date of the Contract.

**16. Confidentiality**

16.1. The Procuring Entity and the Supplier shall maintain confidentiality and shall not, without the other Party's written consent, disclose to any third party any documents, data or information furnished directly or indirectly by the Parties in connection with the Contract, whether before or after completion or termination of the Contract. The Supplier may, however, disclose to a Subcontractor such documents, data or information received from the Procuring Entity to the extent necessary for that Subcontractor to perform its work under the Contract, provided that the Supplier obtains from the Subcontractor an undertaking of confidentiality equivalent to that imposed on the Supplier under Section 16 of the General Conditions of Contract.

16.2. The Procuring Entity shall not use any such documents, data or other information received from the Supplier for any purpose unrelated to the Contract. Likewise, the Supplier shall not use any such documents, data or other information received from the Procuring Entity for any purpose other than performance of the Contract.

16.3. The Parties' obligations under Clauses 16.1 and 16.2 of the General Conditions of Contract shall not, however, apply to information that:

16.3.1. is in the public domain when the Contract is signed or subsequently enters the public domain through no fault of that Party;

16.3.2. was in that Party's possession at the time of disclosure and is shown to have previously been obtained, directly or indirectly, from the other Party;

16.3.3. is otherwise lawfully made available to that Party by a third party that is under no obligation of confidentiality.

16.4. The provisions of Section 16 of the General Conditions of Contract shall not in any way amend any undertaking of confidentiality given by either Party before the date of the Contract in respect of the delivery or any part thereof.

16.5. The provisions of Section 16 of the General Conditions of Contract shall remain in effect after completion or termination of the Contract for any reason.

16.6. Except where information is disclosed in connection with the exercise of the statutory rights and duties of a court, the State Service for Antimonopoly and Consumer Market Control under the Ministry of Economy of the Republic of Azerbaijan (hereinafter referred to as the "State Service"), the Chamber of Accounts of the Republic of Azerbaijan or the Ministry of Finance of the Republic of Azerbaijan, the Procuring Entity shall not disclose suppliers' trade secrets or other legally protected information and shall keep such information confidential.

16.7. In procurement involving classified information, the Procuring Entity shall require suppliers and their Subcontractors to preserve and protect such information.

**17. Subcontracts**

17.1. The Supplier may enter into contracts with the Subcontractors identified in its Proposal for the provision of the Services, for the activities to be entrusted to them and in the amounts stated in that Proposal. In all other cases, performance of the procurement contract may not be entrusted to Subcontractors. The value of the subcontract or subcontracts shall not exceed 50 per cent of the total Contract Price. Where Subcontractors are engaged to perform the Contract, performance of not less than 20 per cent of the total value of the subcontracts shall be entrusted to micro, small and medium-sized enterprises registered in the Republic of Azerbaijan.

17.2. Subcontractors and the Services they provide shall comply with the requirements of Section 4 of the General Conditions of Contract.

**18. Insurance**

18.1. The Supplier shall be responsible for obtaining insurance on the terms specified in Item 12 of the Special Conditions of Contract and shall submit the relevant insurance policies or copies thereof to the Procuring Entity. If the Supplier fails to submit any required insurance policy, the Procuring Entity shall arrange the relevant insurance and deduct its cost from the payments due to the Supplier under the Contract.

18.2. The insurance policy shall remain in force throughout the period for performance of the Contract. If an insurance policy is cancelled or amended during that period, the Supplier shall notify the Procuring Entity in writing within 3 (three) working days.

18.3. Third-party liability insurance shall cover compensation for injury to the health of natural persons constituting third parties, including employees of the Procuring Entity and including death, and for damage to the property of natural persons and legal entities. Such insurance shall cover the entire period for performance of the Contract.

18.4. The Supplier shall be responsible for insuring the risks specified in the subcontracts.

**19. Supplier's Personnel**

19.1. The positions, agreed duties, minimum qualifications and periods of engagement of the key personnel to be assigned by the Supplier to perform the Services are set out in the Personnel section (Section VII) of the Contract Agreement and shall be deemed approved by the Procuring Entity.

19.2. No changes may be made to the key personnel listed in the Personnel section (Section VII) of the Contract Agreement without the Procuring Entity's consent. If, for reasons beyond the Supplier's control, it becomes necessary to replace any member of the key personnel, the Supplier shall engage a replacement with equivalent or better qualifications.

19.3. The Procuring Entity may require the replacement of any member of the Supplier's personnel who:

19.3.1. persistently engages in misconduct or displays a lack of care;

19.3.2. performs their duties incompetently or negligently;

19.3.3. fails to comply with any provision of the Contract;

19.3.4. engages in conduct prejudicial to safety, health or environmental protection;

19.3.5. is found, on reasonable evidence, to have engaged in fraud or corruption in the performance of the Contract;

19.3.6. is employed by the Procuring Entity.

19.4. In such circumstances, upon a reasoned written request from the Procuring Entity, the Supplier shall replace the person concerned with a person whose qualifications and experience are acceptable to the Procuring Entity.

19.5. The Supplier shall have no claim against the Procuring Entity for additional costs associated with or arising from the removal or replacement of personnel.

**20. Monitoring of Contract Performance**

20.1. In accordance with the procurement contract and until the final settlement referred to in Article 39.3 of the Law, the Procuring Entity shall verify that the subject matter of the procurement delivered under the Contract complies with the requirements of regulatory legal acts, the other requirements specified in the Contract and international standards.

20.2. Where an investigation into a procurement gives rise to reasonable grounds to suspect a breach of regulatory legal requirements, the State Service may inspect the subject matter of the procurement or its performance on site to verify that the Supplier is performing the Contract in accordance with its submitted Proposal. Where an inspection identifies breaches of the Law, the State Service shall take measures in accordance with the law. The Procuring Entity shall provide the necessary conditions for the State Service to inspect the subject matter of the procurement or its performance.

**21. Remedying Defects during Contract Performance**

21.1. During the period for performance of the Contract, the Procuring Entity shall promptly notify the Supplier of any defects identified. The notice shall specify the period within which the defects are to be remedied.

21.2. Upon receipt of a notice of defects, the Supplier shall remedy the defects within the rectification period specified in the notice.

21.3. If the Supplier fails to remedy the defects within the rectification period, the Procuring Entity shall assess the amount required to remedy them and deduct that amount from the sums payable to the Supplier.

**22. Penalties**

22.1. Except in the circumstances provided for in Section 26 of the General Conditions of Contract, if the Supplier fails to provide the Services within the period specified in the Contract, the Procuring Entity may, without prejudice to any other remedies available under the Contract, deduct from the Contract Price, as damages, for each day until actual delivery or performance, an amount calculated by applying the percentage specified in Item 13 of the Special

Conditions of Contract to the value of the unperformed Services, up to the maximum percentage specified in Item 14 of the Special Conditions of Contract, which shall not exceed 10 per cent. Once the maximum is reached, the Procuring Entity may terminate the Contract in accordance with Section 27 of the General Conditions of Contract.

22.2. Failure by the Supplier to submit the certificate and the bank-issued statement confirming the transfer to the employee's bank account referred to in Clauses 9.2 and 9.3 of the General Conditions of Contract shall be treated as failure to perform its obligations and shall result in forfeiture of the performance security.

22.3. If the Procuring Entity fails to make payments within the period specified in the Contract and in the manner specified in the Special Conditions of Contract, the Supplier may impose penalties on the overdue amounts at the rate specified in Item 15 of the Special Conditions of Contract.

22.4. If the Procuring Entity fails to make payments, including the advance payment, within the period specified in Clause 13.1 of the General Conditions of Contract and in the manner specified in Item 10 of the Special Conditions of Contract, the Supplier may impose penalties on the overdue amounts at the rate specified in Item 15 of the Special Conditions of Contract.

**23. Limitation of Liability**

23.1. Except in cases of criminal negligence or wilful misconduct:

23.1.1. the Supplier shall not be liable to the Procuring Entity, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to the Supplier's obligation to pay damages to the Procuring Entity;

23.1.2. the Supplier's aggregate liability to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, except for the Supplier's obligation to indemnify the Procuring Entity in respect of patent infringement.

**24. Force Majeure**

24.1. If performance of the Contract is affected by Force Majeure, the Supplier shall not forfeit its performance security, shall be exempt from penalties and shall not be liable for breach of the Contract.

24.2. Force Majeure means events beyond the control of the Procuring Entity and the Supplier that do not arise from their fault or negligence and could not have been foreseen. Such events include wars or revolutions, floods, epidemics, epizootics, quarantines, embargoes, state and government decisions and other similar circumstances.

24.3. The Supplier shall promptly notify the Procuring Entity in writing of the Force Majeure event and its causes. Unless otherwise instructed in writing by the Procuring Entity, the Supplier shall continue, to the extent possible, to perform its contractual obligations that are unaffected by Force Majeure and shall seek alternative means of performing the obligations affected by Force Majeure.

**25. Amendments to the Contract**

25.1. No amendment to the Contract shall be valid unless it is in writing, dated, expressly refers to the Contract and is signed by the duly authorised representative of each Party.

25.2. Except in the circumstances provided for in Article 422 of the Civil Code of the Republic of Azerbaijan, the amount payable for the Services stated in the Supplier's Proposal shall not be changed.

25.3. Written requests made by either Party to the other to amend the terms of the Contract, including the Contract Price and the period for performance, pursuant to Clause 25.1 of the General Conditions of Contract shall be considered within 10 (ten) working days.

**26. Extension of the Time for Performance**

26.1. If, at any time during performance of the Contract, the Supplier or its Subcontractors encounter circumstances preventing performance of the Services, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration and its cause. As soon as practicable after receiving the Supplier's notice, the Procuring Entity shall assess the circumstances and may extend the time for performance of the Contract. Any such extension shall be confirmed by mutual agreement through an amendment to the Contract.

26.2. Except in cases of Force Majeure under Section 24 of the General Conditions of Contract, a delay by the Supplier in fulfilling its Completion obligations shall give rise to liability for damages unless an extension of time has been agreed under Clause 26.1 of the General Conditions of Contract.

**27. Settlement of Disputes**

27.1. The Parties shall resolve any disputes or ambiguities arising between them under the Contract through negotiations and mutual agreement.

27.2. If disputes or ambiguities cannot be resolved through negotiations within 30 (thirty) days, they shall be resolved in accordance with the applicable legislation of the Republic of Azerbaijan and the terms of international treaties to which the Republic of Azerbaijan is a party.

27.3. Unless otherwise agreed by the Parties, they shall continue to perform their obligations under the Contract, and the Procuring Entity shall pay any amounts due to the Supplier.

27.4. The prohibition of any provision or condition of the Contract, or its being held invalid or unenforceable, shall not affect the validity or enforceability of any other provision or condition of the Contract.

**28. Termination of the Contract**

28.1. Termination for default:

28.1.1. Without prejudice to any other remedy for breach of the Contract, the Procuring Entity may terminate the Contract in whole or in part by giving the Supplier written notice of default if:

28.1.1.1. the Supplier fails to deliver any or all of the Services within the period specified in the Contract or within an extension granted by the Procuring Entity under Section 26 of the General Conditions of Contract;

28.1.1.2. the Supplier fails to perform any other obligation under the Contract.

28.1.2. If the Procuring Entity terminates the Contract in whole or in part under Subclause 28.1.1 of the General Conditions of Contract, the Procuring Entity may procure the unperformed Services on such terms and in such manner as it considers appropriate, and the Supplier shall be liable to the Procuring Entity for any additional costs incurred in obtaining similar Services. The Supplier shall, however, continue to perform the Contract until termination takes effect.

28.2. Termination for insolvency:

28.2.1. If the Supplier becomes bankrupt or insolvent, the Procuring Entity may terminate the Contract at any time by giving notice to the Supplier. Such termination shall be without compensation to the Supplier, provided that it shall not prejudice or affect any right of action or remedy that has accrued or may subsequently accrue to the Procuring Entity.

**29. Prohibition on Assignment of Obligations**

29.1. Neither the Procuring Entity nor the Supplier may assign all or any part of its obligations under this Contract to a third party without the other Party's prior written consent.

## CHAPTER III

## SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract supplement and/or amend the General Conditions of Contract. In the event of any conflict, the provisions set out herein shall prevail over the provisions of the General Conditions of Contract.

| No. | Clause | Subject | Details |
|---|---|---|---|
| 1 | 1.2.1 | Place of Performance: | Absheron Peninsula, Republic of Azerbaijan |
| 2 | 1.2.5 | Name of the Procuring Entity:<br>TIN: | MINISTRY OF ECOLOGY AND NATURAL RESOURCES OF THE REPUBLIC OF AZERBAIJAN<br>1300032591 |
| 3 | 2.2 | Additional applicable legal provisions and documents: | Not specified. |
| 4 | 5.1 | Addresses for Notices | Procuring Entity's address for notices:<br>Attention: Emin Garabaghli<br>Address: 100A Kazim Kazimzade Street, Yasamal District, Baku<br>City: Baku<br>Country: Azerbaijan<br>Telephone: 012 597 01 68 (1200)<br>Email: emin.garabaghli@eco.gov.az |
| | | | Supplier's address for notices:<br>Attention: (insert the person's full name, if applicable)<br>Address: (insert the street address and number, including the district and settlement)<br>Floor/Room number: (insert the floor and room number, if applicable)<br>City: (insert the name of the city)<br>Postal code: (insert the postal code, if applicable)<br>Country: (insert the name of the country)<br>Telephone: (insert the landline number, including country and area codes, and the mobile number, if applicable)<br>Email: (insert the email address, if applicable)<br>Website: (identify the website to be used for exchanging information relating to the procurement process, if applicable) |
| 5 | 6.1 | Authorised Representatives: | Procuring Entity: Farman Gurbanli |
| | | | Supplier: (insert first name and surname) |
| 6 | 8.1 | Arrangements for Entry into Force of the Contract: | Not specified. |

| No. | Clause | Subject | Details |
|---|---|---|---|
| | | Commencement of Contract Performance: | Not specified. |
| 7 | 10.1 | Details of Reports and Other Documents to Be Submitted by the Supplier: | Set out in detail in the Technical Specifications. |
| 8 | 11.5 | Supplier's Additional Obligations: | Not specified. |
| 9 | 12.2 | Legal and Organisational Matters to Be Addressed by the Procuring Entity, and Permits and Approvals to Be Obtained by It: | Not specified. |
| 10 | 13.1 | Terms of Payment: | By bank transfer, no later than 15 working days.<br>Advance payment: 10 per cent. |
| 11 | 7.1 | Requirements for Performance Security: | Equal to 10 per cent of the Contract Price, or 5 per cent for micro and small enterprises, and valid for 30 (thirty) working days beyond the period for performance of the Contract, including the warranty period where required. |
| 12 | 18.1 | Other Insurance Requirements: | Not specified. |
| 13 | 22.1 | Daily Penalty Rate for Delayed Goods or Unperformed Services (%): | 0.01 |
| 14 | | Maximum Percentage: | 10 |
| 15 | 22.2 | Daily Penalty Rate for Late Payment (%): | 0.01 |