



N.V. Energiebedrijven Suriname

ANNEX II – GENERAL CONDITIONS

1. General

For inquiry with E-....., O-....., I-..... or project number several materials are required.

2. Standards, Specifications and Packing

a) The goods supplied shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standard appropriate to the good's country of origin and such standards shall be the latest issued by the concerned institution.

The supplier shall be obliged to ensure that the goods possess the properties that N.V. Energiebedrijven Suriname may expect based on the agreement or trade practice.

b) Goods shall be of such a quality, that they can withstand the effects of a humid / tropical climate during a period of time equivalent to the normal lifetime of goods.

c) Deviations in quantities and/or specifications of the goods, even when it is usual practice, are not allowed without prior written approval of the N.V. Energiebedrijven Suriname.

d) The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.

The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

3. Documentation

a) Where it is usual practice, delivery will be accompanied by necessary documentation for installation, operation and maintenance and purchase of parts.

b) Documentation in 3-fold shall be in Dutch or English and worded in such a way that it can be understood by people who will operate and maintain the goods.

c) One (1) copy of documentation should be packed with the goods.



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4. Inspection (IF APPLICABLE)

- a) All goods, packing and marking will be inspected by an inspection company on supplier's or sub-supplier's premises before shipment.

For this purpose N.V. Energiebedrijven Suriname will send a copy of this order to the inspection company.

The supplier will provide all information they may require including prices, technical specifications etc. , which must also be available at the time and location of inspection.

Terms and conditions of the inspection are mentioned in ANNEX III.

- b) N.V. Energiebedrijven Suriname and the inspection company are entitled to visit supplier's premises in order to inspect the goods, packing and marking.

5. Transport, Marking and Export documents

- a) The goods have to be delivered CIF Paramaribo, full liner terms.

- b) The supplier is acting as an independent exporter and therefore has to supply all export documents.

- c) Consignee: N.V. Energiebedrijven Suriname
Noorderkerkstraat 2-14
Paramaribo - Suriname
Tel: (597) 47 10 45
Fax: (597) 47 48 66

- d) Notify: Same as consignee
Attn.: Mr. T.M. Chin Tsoe Liong
Tel: (597) 47 10 45
Fax: (597) 47 48 66

- e) Marking of the consignment (on three sides of the package).

Consignee: N.V. Energiebedrijven Suriname
Port of discharge: Paramaribo - Suriname
Project: E-....., O-..... ,I-.....or project
Contractor:
Purchase order:

Case no: a/b. (a= case number ; b= total number of cases)

Minimum dimensions of the marking: A5 size (10 x 15 cm)

- f) Partial deliveries are not allowed without a prior written approval of N.V. Energiebedrijven Suriname.



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6. Taxes and Duties

- a) The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside Suriname.
- b) The VAT-0 % tariff applies to the orders established in EC countries.

7. Insurance

- a) Goods and transport will be insured through an Insurance Company contracted by supplier.
- b) The insurance shall be in an amount equal to 110 % of the CIF-Value of the goods from "Warehouse to Warehouse" on "All Risks" basis including War Risks and Strike Risks.
- c) The insurance shall cover a period of at least 60 (sixty) days after arrival and installation of the goods in Suriname.

8. Warranty

- a) The supplier warrants that the goods supplied are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in this order.
- b) This warranty shall remain valid for 12 months after the goods have been delivered to the final destination or for 18 months after the date of shipment from the port of loading in the source country, whichever period concludes earlier, unless specified otherwise in a special condition of this order.
- c) The supplier warrants that the goods supplied are free from any defects during the warranty period. Additional warranty agreements must be supplied regarding replacement parts which are used to replace parts which become defective during the warranty period.
- d) The supplier shall be liable for all costs associated with repairing, replacing and recommissioning of the goods supplied.
- e) In the event of the supplier's failure to repair or eliminate the defect or to replace the goods within a reasonable period, N.V. Energiebedrijven Suriname shall have the right to carry out the necessary work or to have it carried out at supplier's expense.



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- f) N.V. Energiebedrijven Suriname shall promptly notify the supplier in writing of any claims arising under this warranty.

9. Time of Delivery

- a) The supplier shall deliver the goods on the agreed date unless N.V. Energiebedrijven Suriname has agreed in writing to an alternative date.

- b) Delay in an agreed time of delivery shall constitute default.

10. Ownership and Risk

- a) N.V. Energiebedrijven Suriname shall acquire ownership of the goods at the moment of transfer of risks as indicated in sub clause b.

- b) The risk for the goods shall transfer to N.V. Energiebedrijven Suriname in accordance with Incoterms 2000.

11. Patent, Copyright, Trade mark and Model rights

The supplier shall indemnify N.V. Energiebedrijven Suriname against all third-party claims of infringement of patent, copyright, trade mark and model rights arising from use of the goods or any part thereof in Suriname.

12. Liquidated Damages

If supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the order, N.V. Energiebedrijven Suriname shall, without prejudice to its other remedies deduct from the order price, as liquidated damages a sum equivalent to one (1) percent of the concerned price of the goods for each week of delay until actual delivery up to a maximum deduction of ten (10) percent of the delayed goods order value.

13. Assignment or Subcontracting

The supplier shall not assign or subcontract, in whole or in part, its obligations to perform except with the N.V. Energiebedrijven Suriname prior written consent. N.V. Energiebedrijven Suriname is entitled to attach conditions to this consent.

14. Cancellation

- a) N.V. Energiebedrijven Suriname may without prejudice to any other of its rights under the law, by written notice of default sent to the supplier, cancel the order in whole or in part :

- ❖ If the supplier fails to deliver any or all of the goods within the period(s) specified in the order, or any extension thereof granted by N.V. Energiebedrijven Suriname.



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- ❖ If the supplier fails to perform any other obligation(s) with respect to this order.
- b) N.V. Energiebedrijven Suriname may at any time cancel the order by giving written notice to the supplier, without compensation, if supplier becomes bankrupt or otherwise insolvent.
- c) In the event N.V. Energiebedrijven Suriname cancels the order in whole or in part, according to clause 14, N.V. Energiebedrijven Suriname may procure, upon such terms and in such a manner, as it seems appropriate, goods similar to those undelivered, and the supplier shall be liable to N.V. Energiebedrijven Suriname for any excess costs for such similar goods and /or damage which occurs in relation with the cancellation.

15. Force Majeure

- a) In the event that the supplier or any of its subsupplier's, or assignees is delayed in performing any of their respective obligations and such delay is caused by Force Majeure, including, but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.
- b) If Force Majeure situation arises the supplier shall promptly notify N.V. Energiebedrijven Suriname in writing of such condition and the cause thereof.
Unless otherwise directed by N.V. Energiebedrijven Suriname in writing, the supplier shall continue to perform its obligations as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Miscellaneous

- a) This order will be governed by Suriname's Law and Incoterms 2000.
- b) In any dispute regarding concluding, interpretation or execution of this order and also in any other dispute with respect to or in connection with this order, parties agree to exhaust all possible means to arrive at a fair understanding and agreement, before they will proceed with any juridical procedure.

17. Participation in the Bid automatically means that the Bidders approve to the requirements stated in the “Bid Instructions” and “General Conditions’ as set in ANNEX I and ANNEX II (also INSPECTIONS if applicable).