



FEDERAL REPUBLIC OF SOMALIA



**MOGADISHU PORT
DEVELOPMENT, REHABILITATION, MANAGEMENT, OPERATION
AND MAINTENANCE CONCESSION AGREEMENT**

**EQUIPMENT PACKAGE 6 (E-6):
SAFETY and AUXILIARY VEHICLES
PURCHASE PATTERN : (IS LESS THAN 250.000 USD)**

**FIRE TRUCK
PURCHASE ORDER**

**AUTHORITY'S
REPRESENTATIVE:**



**MOGADISHU PORT
AUTHORITY**

QUALIFIED ENGINEER:



CONCESSIONNAIRE:



**MOGADISHU ALPORT CORP.
ALBAYRAK SOMALIA**

Rev.	Description	Date
0	Milestone: Documentation	06.04.2021

SECTION 1
SCOPE of WORKS

SCOPE of WORKS

Scope of Work comprises the **Supply of one Fire Truck** as stated herein Scope of Works and in connection with other sections of this documentation including Spare Parts, Specifications, Bill of Quantities, Schedule, Agreement and any other Documents included.

Except those that are clearly stated to be provided, the Supplier is to perform anything necessary to complete the work including the followings but not limited to:

- 1.1. The procurement of all kinds of materials, machinery, equipment, manufacturing, transportation, assembly, disassembly, all kinds of workmanship, any relevant expense for labors, tools, hand tools, horizontal and vertical transportation, fuel, general expenses, all kinds of taxes, insurance premiums and penalties, remedying of defects, defects and deficiencies in the work, relevant quality control, planning, organization, conducting the necessary tests and inspections, supplying samples & models etc., services and activities, all other activities required by the job, supplying spare parts as listed in Section 2 and Section 3, 2 (two) years period of warranty and maintenance, perform services, all other expenses and profit.
- 1.2. Importing or exporting of any material, plant, machinery, equipment or any other delivery of the goods related to the Supply of the Fire Truck shall be in the responsibility of the Supplier including clearance through customs. Any custom duties, custom fees or custom taxes that may arise due to importing and exporting activities shall be borne by the Supplier except the Customs in Mogadishu-Somalia.
- 1.3. In relation to the Supply of the Fire Truck, the Employer shall provide all permits, permissions, licenses and/or approvals etc. as required/applicable by the Laws/the Authority relevant to Federal Government of Somalia and Mogadishu port only. The Supplier shall be responsible to comply with the conditions of obtained permits, permissions, licenses and/or approvals.
- 1.4. The supplier shall be responsible for planning, design, fabrication, manufacture, delivery, assembly and commissioning of Fire Truck including assistance and service during the Warranty and Maintenance Period
- 1.5. The supplier shall design and manufacture the Fire Truck in accordance with the content of this Documentation including other sections.
- 1.6. The supplier shall prepare and deliver technical drawings, schematics, manuals, technical data sheets, documentation etc. of the Fire Truck upon finalization of the manufacturing in the requested format.

SECTION-1: SCOPE of WORKS

- 1.7. All parts and components of the Fire Truck shall be brand new and manufactured or purchased from approved suppliers.
- 1.8. The supplier shall modify the Fire Truck pursuant to any agreed Variation.
- 1.9. The supplier is responsible for the disassembly, packing, labelling, lashing and preparation for transportation of the Fire Truck including loading on the transport vehicle in the factory.
- 1.10. The supplier shall timely transport the Fire Truck to Mogadishu Port in Somalia.
- 1.11. The supplier shall provide any special tools related to Fire Truck.
- 1.12. The supplier shall submit detailed work schedule upon signing the Contract.
- 1.13. The supplier shall be responsible and present during the assembly, start-up, tests, commissioning, trial operation and acceptance process at Mogadishu Port, Somalia.
- 1.14. The Supplier's staff is obliged to follow all requirements with respect to health and safety whilst in attendance at Mogadishu Port for commissioning and training, necessary personnel safety equipment shall be used by the Supplier.
- 1.15. The supplier shall provide related factory test certifications and results as requested by the Employer.
- 1.16. The Supplier shall provide the copy of software for Fire Truck, software related licenses if any, instructions for maintenance and updating the software, a laptop /station installed with programming/maintenance software if any.
- 1.17. The supplier shall bear the cost of salaries, visas, insurances, international & domestic travel and accommodation etc. of its personnel.
- 1.18. The Supplier shall, at his own cost and arrangements insure all assets to be supplied by him and ensure that these are valid throughout all phases of the Contract Period including commissioning, start-up and trial operation.
- 1.19. The supplier shall provide technical support, training (on-site and off-site) and training documentation regarding maintenance, operation and any other relevant information to the Employer's representatives and relevant personal.
- 1.20. The Supplier shall be entitled to assign maintenance and technical services or any part thereof to any affiliated company who is capable of providing the assigned services in Mogadishu-Somalia and, in case of such an

SECTION-1: SCOPE of WORKS

assignment, the supplier shall continue to be liable towards the Employer together with the affiliate to which the services are assigned.

- 1.21. The supplier shall be deemed to have made available such amount in the Price that may be necessary to cover the cost of any missing items of the Fire Truck and services that may be needed to complete the job and services in accordance with this Contract and its Annexes, notwithstanding that they may not be shown on or be described specifically in the Contract or its Annexes, thus, the Supplier will not be entitled to any claim for additional costs for any Site and/or the Project related conditions.
- 1.22. In case any problem occurs in commissioning, then the Supplier will use all its experience, knowledge and contacts to provide appropriate experts to solve problems with due foresight and in such a manner that no additional costs incurred to the Employer. Remedying for such problems should be constrained within economic base provided that warranty and maintenance obligations will not be effected, or deemed to be effected, due to any action of the Supplier.
- 1.23. The Supplier shall be responsible for payment of taxes, duties, fees, assessment or any other charges which may be levied by any statutory authority during the course of the Contract.
- 1.24. The supplier shall provide documentation in order to clearly define the content, extent and conditions for 2 (two) years of Maintenance and Warranty Period. The content is to be mutually agreed prior to signing the Contract.
- 1.25. **The Supplier shall provide a list of clause-by-clause statement of compliance & deviations on technical specifications and the contract conditions including all sections of this documentation.**

SECTION 2
SPARE PARTS

SPARE PARTS

The Supplier shall provide the spare parts in types, numbers, frequency, technical properties and prices as specified in below table:

(This section should be filled by the Supplier)

SECTION 3
SPECIFICATIONS

SPECIFICATIONS

These specifications shall be read in conjunction with other sections. ***The proposal shall comply with the standards for Class1 Fire Truck or Class2 Fire Truck. The Supplier shall provide proposal for Class1 Fire Truck and Class2 Fire Truck. Alternately proposal for both Class1 Fire Truck and Class2 Fire Truck shall be submitted.***

1. SUBJECT

This specification is related to classification and characteristics of the Fire Truck with hydraulic ladder used for firefighting and rescue purposes.

2. DEFINITION

These vehicles are specially equipped vehicles mounted on a chassis.

3. SCOPE

This specification covers the fire trucks with hydraulic ladder to be manufactured on chassis trucks with maximum laden weights of 15-16 tons, 18 tons and minimum 25 tons.

4. CLASSIFICATION AND FEATURE

4.1. CLASSES

Based on loaded weights and tank volumes of Fire Trucks with hydraulic ladder;

Class 1: Fire Truck with 12 m hydraulic ladder on 15-16 ton vehicles

Class 2: Fire Truck with 12 m hydraulic ladder on 18 ton vehicles

Class 3: Fire Truck with 18 m hydraulic ladder on 18 ton vehicles

Class 4: Fire Truck with 18 m hydraulic ladder on 25-26 ton vehicles

Class 5: Fire Truck with 24 m hydraulic ladder on 18 ton vehicles

Class 6: Fire Truck with 24 m hydraulic ladder on 25-26 ton vehicles

Class 7: Fire Truck with 28 m hydraulic ladder on 18 ton vehicles

Class 8: Fire Truck with 28 m hydraulic ladder on 25-26 ton vehicles

4.2. FEATURES

4.2.1. General

- The manufacturer company must have ISO 9001 Certificate Approved by the Turkish Accreditation Agency ISO 9001 certificate will include sales and after-sales services as well as production.
- The manufacturer will have the CE certificate for the equipment.
- Tools will be under warranty for minimum 2 years, excluding usage errors.
- The firm will have the TSE (Turkish Standards Institution) approved superstructure design required for registration prepared to evidence that the prepared vehicle and the superstructure are produced in accordance with the Highway Traffic Law and the Regulation of Production, Modification and Assembly of Vehicles (AITM) and make these available at inspection.

4.3. TECHNICAL CHARACTERISTICS OF EQUIPMENT OF FIRE FIGHTING VEHICLES WITH HYDRAULIC LADDER

4.3.1. Auxiliary Chassis

- Fire truck superstructure; It will be connected with an auxiliary chassis made of at least St-52 quality material. The auxiliary chassis will be fixed without welding with fittings suitable for the vehicle chassis and will extend at least to the pump location. In the assembly of the auxiliary chassis to the vehicle chassis, at least 10.9 grade bolt nuts of knurled flanged type will be used. The chassis will be made in accordance with the vehicle bodywork instructions or standards. Subframe wall thickness will be according to the table.

4.3.2. Bodywork

- Front material and rear pump location cabinet frames; will be manufactured from galvanized steel profiles with appropriate cross-section according to the location and the load.
- Surfaces other than the aluminum shutter covers at the rear and on both sides will be covered with minimum 1.5 mm thick galvanized sheet metal.
- The floors of the cabinet sections compartments will be covered with at least 2 mm thick aluminum plates. Roofing will be covered with minimum 3/4 aluminum with embossed pattern. Water tightness will be provided.
- Rear cabinet; it will have rear and two side shutters. Pump location will be equipped with emergency response reel and the delivery hoses will be stored in this section.
- The front cabinet will be used for the protection of the additional equipment to be given with it. There will be at least 2 sliding drawers in this section. In this section, there will be a respiratory device carrying apparatus that can carry at least 2 respirators and can reach the level that the personnel can wear these directly on their back.
- The covers of the cabinets will be shutters made of aluminum anodized material, in appropriate width, opening upwards with water and dust proofing and handles. The shutters will be lockable type.
- In order to climb onto the bodywork, there will be at least 1 aluminum folding ladder mounted on the right or left side of the rear wall of the pump location cabinet. The bodywork that comes under the aluminum ladder will be covered with a suitable insulation material to prevent deformation by the feet of the personnel climbing the ladder. Stair steps will be placed in a way that they do not coincide with the stop lights.
- The interior of the tool cabinets will be illuminated with sufficient number of lighting lamps and controlled from inside the vehicle cabin. The lamps to be used will be led type.

4.3.3. Water Tank

- Water tank will be made of at least 4 mm AISI-304L stainless steel and its capacity will be specified in the request forms in accordance with the ranges specified in the table below.
- Water tank will be manufactured with a sufficient amount of breakwaters, and there will be

SECTION-3: SPECIFICATIONS

gaps to allow human passage between the compartments to be formed.

- Water tank top side will be covered with 3/4 mm thick stainless-steel sheet with embossed pattern.
- There will be a manhole cover made of aluminum material, with a locking device, with a diameter of at least 500 mm, on the water tank.
- The water tank will be equipped with a 2.5" diameter ventilation and overflow pipe, pump connection outlet of at least 5" diameter with a filter assembly, 2.5" tank discharge and cleaning valve and B type unions on both sides of the tank for water filling inlet from the hydrant. In order to prevent the tank from filling late due to counter pressure, the water filling inlet will be raised up to the tank ceiling by means of a pipe in the tank, so that the water will be discharged from top to bottom for the tank filling.
- Water tank will be mounted modularly on the auxiliary chassis and between the front and rear cabinets with sufficient number of flexible fasteners. Thus, it can be removed without removing the front and rear cabinet group.

4.3.4. Foam Tank

- Foam tank will be made of at least 3 mm thick AISI-316 quality stainless-steel sheet and its capacity will be at least 5% of the water tank.
- There will be a 4" diameter filling cap on the upper side of the foam tank.
- There will be 1.5" diameter ventilation and overflow pipe, 1" pump foam mixer connection outlet and 1" tank discharge and cleaning valve on the foam tank. There will be a check valve on the ventilation. This will prevent the foam from flowing out during overflows.
- Foam tank will be located in the front or rear cabinet of the bodywork and will be fixed with suitable fasteners in a design that can be removed without disassembling the cabinet when necessary.
- All parts that come into contact with the foam tank will be made of washable, foam and corrosion- resistant material.
- On the connection extending from the foam tank to the foam mixing unit, there will be an inlet required for foam suction from the outside.

4.3.5. Water pump

- Class 1, Class 5, Class 7 vehicles will not have a water pump if a water tank is not required.
- A water pump will be installed in the superstructure pump location, conforming to the ISO EN norm and having EN 1028-1 + A1 and CE certificates, which will be driven by PTO, with normal and high pressure stages. If the power of the PTO is insufficient, it will be driven by intermediate gearbox. The PTO chassis to be used will be a product deemed appropriate by the manufacturer and this issue will be documented during the inspection phase. Bidding

SECTION-3: SPECIFICATIONS

companies will submit the manufacturer company's catalogs or brochures containing technical values related to PTO at the bidding stage.

- Pump's fans, diffuser and body will be made of seawater resistant alloy material, and the pump shaft will be made of stainless steel. Water tightness of the pump will be provided.
- Water pump will have an automatic self-suction with at least 1 low and 1 high pressure stage.
- The low-pressure stage will have a geographic suction depth of 3 meters and at least 3000 liters/minute in normal weather conditions at minimum 10 bar pressure, and the high pressure stage will have a water treatment capacity of at least 250 liters / minute at 35 to 40 bar pressure under the same suction and weather conditions. Water pump manufacturer's catalogs or brochures containing technical values shall be provided.
- Cancelling of the high-pressure water connection of the high-pressure part of the pump should be possible when not needed.

Water pump will be equipped with:

- 1 water inlet with 4 "diameter union and cover
- There will be 4 normal pressure couplings (water outlets), 2 of which will be 2" type and 2 of them will be 2.5" storz type.
- There will be at least one 1" type high pressure water outlet.
- There will be a foam mixing system on the pump that can suck from external sources, which shall be equipped with an adjustable foam proportioner at the rate of 3% to 8%.
- In cold weather and when the vehicle is moving, the hot water in the engine cooling system will be passed through the hot water pocket on the pump by means of a suitable installation and system, and returned to the engine cooling system to prevent freezing of the water in the pump. In order for this system to be deactivated when necessary, a suitable valve mechanism will be installed in a place that can be accessed manually.
- Pump vacuum and first suction system will perform fully automatically. First suction will be provided with a suction system that is driven by the water pump shaft.
- All valves used in the system will be made of stainless material.
- There will be a control panel on the water pump. There will be at least the following controls on the control panel. The control panel to be used will be the own production of the pump manufacturer.
 - Pump start / stop button
 - Emergency Stop Button
 - Pump operation hours
 - Pump cycle hours
 - Vacuum meter

SECTION-3: SPECIFICATIONS

- Manometer gauge for normal and high pressure
- Gas + and gas - buttons
- Rear projector control
- Electronic level indicator

4.3.6. Monitor

- Class 1, Class 5 and Class 7 vehicles will not have a monitor on the vehicle roof if a water tank is not required.
- On the roof of the vehicle, there will be 1 CE certified monitor made of aluminum alloy casting material, with a water treatment capacity of at least 2400 liters / minute at 8 to 10 bar pressure.
- The water throwing distance of the monitor will be at least 50 meters and the foam throwing distance will be at least 30 meters.
- Monitor will be able to turn 360 degrees horizontally with movement capacity of minimum 70 degrees up and minimum 15 degrees down and it will have an opening and closing valve, a horizontal and vertical fixing system and an adjustable arm system.
- There will be an opening and closing valve on the monitor and a jetting and fogging head to send the water collectively and scattered.

4.3.7. Emergency Response Reel

- Class 1, Class 5 and Class 7 vehicles will not have an emergency response reel on the vehicle roof if a water tank is not required.
- On the right or left side of the pump location, there will be 1 CE certified emergency response reel with 1" diameter 50 meters' hose on it.
- Emergency response intervention reel will be manually unrolled and wound, and there will also be an electrical winding device.
- There will be a trigger gun at the end of the hose that is capable of jetting and fogging.
- Reel hose shall be resistant to at least 40 bar operating and at least 88 bar burst pressure.
- Water will be supplied to the system from the pump high pressure outlet.

4.3.8. Hydraulic Ladder

- There will be a hydraulic ladder that can reach the desired height at an angle of 75 degrees on superstructure of the vehicle. When the vehicle is at a level position of 0 degrees and when supported securely, the ladder set will be able to move minimum between +75 degrees and -10 degrees vertically and infinitely 360 degrees to the right and left horizontally
- The ladder will be made of at least 2 levels in 12 m vehicles, at least 3 levels in 18 m stairs, and at least 4 levels in 24 and 28 m ladders.

SECTION-3: SPECIFICATIONS

- In vehicles with 12-meter ladder second level will be opened with a hydraulic piston and in vehicles with 18, 24 and 28-meter ladders the second level will be opened with a hydraulic piston with the other levels opened with a cable.
- The ladder lifting movement will be made with at least 2 hydraulic pistons and the rotation movement will be provided with a reducer. Each lifting piston will be equipped with separate load holding valves. The profiles used on the ladders will be made of at least St 52 grade material in one piece. Ladder skids will strictly be not made of sheet metal or NPU material. The bedding will be made from below at the front and from the sides at the front.
- Deflection will be found in order to prevent the ladder set from falling below "0" degrees in the loads that may occur during working on the ladder. In this way, the ladder will be prevented from going below zero degrees in low angle openings or in case of load.
- The vehicle will be equipped with a dead man pedal, which enables all movements to be made from the main control panel and the control panel in the basket, and which has a general safety mechanism to which all safety systems are connected.
- While the vehicle is moving, the ladder will be kept locked in the recline position, and there will be a sensor system that indicates that the ladder is in the parking position. From the moment the ladder leaves the parking position and starts operating, it will not be possible to interfere or operate the balance legs from outside.
- **Full proportional joystick control;** will be provided as an option in Class 1 and Class 2 vehicles, and compulsory in other classes. With this system, the ladder can be operated in full proportion both from the operator's control area and with the joystick control system in the basket, and thus sudden movements (such as sudden stops, sudden movements, etc.) will be prevented. It will be stated whether this feature will be available for Class 1 and Class 2 vehicles. In vehicles with proportional joystick control, the complete lifting of the ladder will make its full extension and 90 degrees rotation movement in a maximum of 90 seconds.
- System outriggers will be capable of balancing at a slope of minimum 7 degrees (12%). The ladder system cannot be controlled unless the outriggers are opened and the vehicle is balanced, and the position of the outriggers cannot be changed in any way during the operation of the ladder set. There will be a visual and audible warning system during the opening or closing of the outriggers.
- All ladder movements will be equipped with safety systems, each of which secures its own movement and activates independently from each other, in the event of undesired situations. There will be an automatic deceleration and stop system when it reaches the final allowable distance for all ladder movements.
- There will be a system that automatically activates and prevents ladder from hitting the car cabin or body before it comes into contact during ladder movements.
- At the end of the ladder, there will be a working basket for 3 people with a carrying capacity of at least 270 kg, which is foldable on the ladder (the folding button will be on the operator control panel) with an automatic balancing system that works proportionally, and with a monitor, and the water installation to the basket monitor will be provided with a fixed pipe from the ladder

SECTION-3: SPECIFICATIONS

top to prevent unbalanced operation in ladder movements, and a hose will be provided to be used between the installation and the pump. There will be at least one door at the front of the basket for getting on and off. The carrying capacity of the baskets will be written in a suitable place on the basket. There will be at least two led type projectors of at least 75 Watts on the basket.

- There will be a system for voice communication between the basket and the main control panel.
- In order to prevent the basket from hitting any place during use, there will be proximity sensors in the front and on the side and under the basket. This will prevent the basket from colliding. In addition, sensors will give audiovisual warnings.
- The ladder basket will have an automatic balancing system.
- An axle locking mechanism will be available for axles with rear differentials.
- There will be a color LCD screen on the main control panel and in the basket that the operator can easily see. Any possible malfunction and operator usage errors can be seen on this LCD screen during all ladder movements starting with the fixing of the rear axle and the opening of the outriggers. Also, on this screen, there shall be a working diagram showing the ladder working angle, ladder height, ladder turning angle, weight on the basket, position of the outriggers, the positions of the steps and the allowable safe working area. LCD screen shall be at least IP65 protection class.
- In the work basket located at the end of the hydraulic ladder, there will be 1 monitor, which is made of aluminum alloy casting material, with a water processing capacity of at least 1200 liters/minute at 8 to 10-bar pressure and a water throwing distance of at least 40 meters and a foam throwing distance of at least 30 meters. Monitor will be capable of rotating at least 80° horizontally, and at least 60 degrees up and at least 30 degrees down and there will be an opening and closing valve, a jetting and fogging head to send the water collectively and dispersed.
- The hydraulic system to be created for ladder movements will consist of oil tank, hydraulic pump and the hydraulic installation.
- Oil tank capacity will be selected as 1.5 times the total system capacity and will have a ventilated tank cover, suction and return filters.
- Hydraulic pump will be driven by PTO connected to the vehicle gearbox. Pump capacity will be designed to make ensure the movements in full.
- All elements used in hydraulic installations will be resistant to at least 50% more pressure than the working pressure and there will be safety lock valves on the pistons and in the system. In case of failure, the system can be operated by a hydraulic system driven by an electric or gasoline power unit fed by an external generator.

SECTION-3: SPECIFICATIONS

4.4. EQUIPMENT ELECTRICAL HARDWARE AND CONTROLS

- A separate electrical installation will be created from the vehicle's electrical installation for the superstructure electrical installation, and the cables to be used in the installation will be TSEK certified (Certificate of Conformity), with complete installation made with the cables passing through tubing and a separate fuse, relay and pneumatic valve box will be made for additional electrical equipment.
- There will be a siren-announcement device with 100-Watt output power in the driver's cabin, and a red LED light-bar system on the ceiling of the driver's cabin.
- Pump location and other cabinet sections will have interior lighting lamps and these lights will be controlled from the driver and the pump location.
- PTO control will be located in the driver's cab, all other controls related to the water pump will be located on the control panel in the pump location.
- There will be gas release buttons on the monitor and in the ladder control panel.

4.5. PAINT

- After all the surfaces to be painted are cleaned, they will be wiped with thinner and two layers of epoxy-based primer paint will be applied. After the primer paint, it will be painted in two layers with firetruck red acrylic paint.
- If the auxiliary chassis is made of sheet metal, rear fenders and body bottom surfaces will be painted in the same color on the epoxy primer.
- The paint will be oven dried.
- In front of the driver's cabin, mirror image of the word "FIRE DEPARTMENT" will be written and the text and emblems determined by the requiring organization will be applied on the driver's cabin and superstructure bodywork.

4.6. MATERIALS TO BE SUPPLIED TOGETHER WITH THE VEHICLE

- Red colored 20 m hose with B type Storz coupling	- 3 pieces
- Red colored 20 m hose with C type Storz coupling	- 3 pieces
- A type suction hose	- Total 6 m
- Suction strainer	- 1 pc
- B / CBC type diffuser	- 1 pc.
- B type valve turbo nozzle water lance	- 2 pcs
- C type valve turbo nozzle water lance	- 2 pcs
- Coupling wrench (A-B-C opening)	- 2 pcs
- S4 type protein foam lance	- 1 pc
- 12 kg extinguisher -cylinder-	- 2 pcs

4.7. CATALOG AND HANDBOOKS

- The user and maintenance manuals for the superstructure will be given in English and Turkish.

4.8. AUXILIARY ASSEMBLIES and ACCESSORIES

- There will be bicycle railings at the appropriate sections of the vehicle sides Railings heads will be made of aluminum material with oval appearance.
- Mudguards and dust guards will be attached to the rear tires in a way that does not prevent installation chains.
- There will be a suitable place for placement of a spare wheel on the vehicle.

4.9. OPERATION AND MAINTENANCE LABELS

- Mogadishu Port label, made of aluminum material in the size of -15x21 cm, will be mounted in a suitable place of the vehicle.
- The operation instruction label will be mounted on a suitable place of the superstructure.
- The label indicating the manufacturer's name, address, equipment manufacturing year, serial number and load limit shall be mounted at a suitable place of the superstructure.
- The vehicle will have a lubrication diagram and labels that explain the control buttons. In addition, there will be necessary labeling related to operation, maintenance and environmental safety.
- Labels will be made of aluminum plate or a similar permanent material.
- There will be reflective markings in accordance with ECE-104 standards placed in the required places of the vehicle.

4.10. PROPOSAL

- **Automatic Pressure Adjustment:** The water pump will have an automatic pressure adjustment system.
- **Diesel Heater:** Pump section external diesel heating system (minimum 1000 kcal/h)
- **Pre-Watering System:** Front road watering system with an external gasoline motor pump at the front of the vehicle
- **Front Pulling Winch:** Minimum 5400 kg pull capacity
- **Dry Chemical Powder Tank:** Minimum 250 kg capacity
- **Reel:** Vehicle will be equipped with 2 reels with 50-Meter hose with electrical winding
- **Telescopic Projector:** In a suitable part of the bodywork, a telescopic projector that reaches a height of at least 6 m above the ground will be provided. The telescopic projector will operate with a pneumatic system and there will be 4 led-type projectors, each with an illumination power of at least 5000 lumens, to provide environmental lighting.
- **Aluminum Bodywork:** Equipment bodywork will be made of specially drawn aluminum material. Profiles will be connected with bolted connections. Sheet metal will not be used for joining the profiles.

Note: The availability or absence of the above item(s) should be specified in the submitted proposal.

4.11. TABLE: FIRE FIGHTING EQUIPMENT FEATURES DEPENDING ON THE MAXIMUM LOADED WEIGHT OF THE CARRIER VEHICLES

CLASS	1	2	3	4	5	6	7	8
Maximum Loaded Weight	15-16 ton	18 ton	18 ton	25-26 ton	18 ton	25-26 ton	18 ton	25-26 ton
Hydraulic Ladder	12 m	12 m	18 m	18 m	24 m	24 m	28 m	28 m
Aux. Chassis (minimum)	6 mm	6 mm	8 mm	8 mm	8 mm	8 mm	8 mm	8 mm
Tank Capacity (max)	2 tons	4 tons	3 tons	6 tons	2 tons	4 tons	1.5 tons	4 tons
Bodywork Side Coating (minimum)	1.5 mm galvanized	1.5 mm galvanized	1.5 mm galvanized	1.5 mm galvanized	1.5 mm galvanized	1.5 mm galvanized	1.5 mm galvanized	1.5 mm galvanized
Outrigger	2 at the rear	2 at the rear	4 pcs.	4 pcs.	4 pcs.	4 pcs.	4 pcs.	4 pcs.
Outrigger Foot Sheet (minimum)	6 mm	6 mm	8 mm	8 mm	8 mm	8 mm	10 mm	10 mm
Ladder Rotation Gear Diameter (minimum)	650 mm	650 mm	650 mm	650 mm	1000 mm	1000 mm	1000 mm	1000 mm

SECTION 4
BILL OF QUANTITIES

SECTION-4: BILL OF QUANTITIES

Date: 06th April, 2021

BILL OF QUANTITIES					
PROJECT :		Mogadishu Port Supply of Fire Truck			
EMPLOYER :		Mogadishu Port Authority as a representative of the Ministry of Ports and Marine Transport and Mogadishu Alport Corp. Albayrak-Somalia			
QUALIFIED ENGINEER :		HPC Hamburg Port Consulting GmbH and Sellhorn Ingenieurgesellschaft mbH J.V.			
SUPPLIER :					
ITEM	DESCRIPTION	Unit	Quantity	Unit Price (USD)	Total Price (USD)
1	Supply of Class-1 Fire Truck	NOS	1		
2	2 (two) years of Warranty and Maintenance Period	LS	1		
3	Spare Parts	As detailed in <i>Section 2: Spare Parts</i>			
TOTAL CONTRACT PRICE (USD)					

This section should be completed in conjunction with all other sections of this Contract.

SECTION-4: BILL OF QUANTITIES

Date: 06th April, 2021

BILL OF QUANTITIES					
PROJECT :		Mogadishu Port Supply of Fire Truck			
EMPLOYER :		Mogadishu Port Authority as a representative of the Ministry of Ports and Marine Transport and Mogadishu Alport Corp. Albayrak-Somalia			
QUALIFIED ENGINEER :		HPC Hamburg Port Consulting GmbH and Sellhorn Ingenieurgesellschaft mbH J.V.			
SUPPLIER :					
ITEM	DESCRIPTION	Unit	Quantity	Unit Price (USD)	Total Price (USD)
1	Supply of Class-2 Fire Truck	NOS	1		
2	2 (two) years of Warranty and Maintenance Period	LS	1		
3	Spare Parts	As detailed in <i>Section 2: Spare Parts</i>			
TOTAL CONTRACT PRICE (USD)					

This section should be completed in conjunction with all other sections of this Contract.

SECTION 5
SCHEDULE

MOGADISHU PORT DEVELOPMENT, REHABILITATION, MANAGEMENT, OPERATION & MAINTENANCE CONCESSION AGREEMENT		2020-2021 (Year 1)												2021-2022 (Year 2)											
		2020						2021						2022											
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
B	EQUIPMENT	10.20	11.20	12.20	01.21	02.21	03.21	04.21	05.21	06.21	07.21	08.21	09.21	10.21	11.21	12.21	01.22	02.22	03.22	04.22	05.22	06.22	07.22	08.22	09.22
6	PACKAGE 6 - SAFETY AND AUXILIARY VEHICLES																								
6.2	Manufacturing and delivery																								
6.2.1	Manufacturing process																								
6.2.2	Transportation																								
6.2.3	Assembling and commissioning																								

SECTION 6
AGREEMENT

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AGREEMENT
for
SUPPLY of one FIRE TRUCK

This agreement together with the other Contract Documents forms the Contract for the Supply of Fire Truck for Mogadishu Port on date between **Ministry of Ports and Marine Transport represented by Mogadishu Port Authority** and **Mogadishu Alport Corp. Albayrak-Somalia** (hereinafter called "The Employer") and (hereinafter called "The Supplier")

1. DEFINITIONS

The Authority: Ministry of Ports and Marine Transport represented by the Mogadishu Port Authority

The Employer: Ministry of Ports and Marine Transport represented by the Mogadishu Port Authority and Mogadishu Alport Corp. Albayrak-Somalia

The Engineer: HPC Hamburg Port Consulting GmbH and Sellhorn Ingenieurgesellschaft mbH J.V.

The Supplier:

Contract: Meaning the "Contract" agreed in the totality of this document and concluded by the Parties herein.

Parties: Shall mean the Authority, the Employer, the Engineer and the Supplier collectively.

Agreement: Consists of the actual agreement with the Sections.

Sections: The Sections of the Agreement consist of;

- Section 1: Scope of Works
- Section 2: Spare Parts
- Section 3: Specifications
- Section 4: Bill of Quantities
- Section 5: Schedule
- Section 6: Agreement

Work: Means all works, supplies and services, which must be carried out by the Supplier under this Contract.

Fire Truck: Means Fire Truck to be delivered in a fully operative and functioning status in accordance with this Contract.

SECTION-6: AGREEMENT

Site: Means the location where the Fire Truck will be delivered.

Specifications: Means the document forming the “*Section 3: Specifications*”.

Schedule: Means the Schedule attached to this Contract under “*Section 5: Schedule*”.

Month: Means calendar month.

Day: Means calendar day.

Commencement Date: Means the receipt date of the Advance Payment by the Supplier after signing the Contract.

Contractual Shipment Date: Means the date on which the Fire Truck should be shipped from the Supplier to the Site.

Port of Origin: Means the port where the Fire Truck will be transported from to the Site.

Price: Total Contract Price as detailed in “*Section 4: Bill of Quantities*” of this Contract.

Spare Parts: Meaning the spare parts to be provided as listed in “*Section 2: Spare Parts*”.

Warranty Period: Meaning 2 (two) years of Warranty Period as its content and conditions are attached to this Contract.

Maintenance Period: Meaning 2 (two) years of Maintenance Period as its content and conditions are attached to this Contract.

Force Majeure: Shall mean an event or cause as defined under “*Clause 34*”.

Commissioning: Means the delivery of the Fire Truck to the Employer at the Site. At that time the Fire Truck has been fully assembled, tested, is operational and has been accepted by the Employer with no comments whatsoever, or agreed deviations.

Factory Acceptance: Shall mean the acceptance at the Supplier’s factory of the Fire Truck by testing all functions, including electrical, hydraulic & other components and performance of the Fire Truck.

Final Acceptance: Final Acceptance shall mean the acceptance of the Fire Truck by testing all functions, including electrical, hydraulic & other components and performance with the Employer upon Site commissioning as more detailed in “*Clause 35*” of this Contract

Final Acceptance Certificate: Shall mean the certificate issued by the Employer upon final completion of successful Commissioning and trial operation of Fire Truck at Site.

2. DESCRIPTION OF THE WORK

Under the Concession Agreement signed on date 07.10.2020 between **The Government of the Federal Republic of Somalia** represented by **the Ministry of Ports and Marine Transport** and **Mogadishu Alport Corp. Albayrak-Somalia**, the content of this Agreement is the **Supply of one Fire Truck for Mogadishu Port** as detailed in “*Section 1: Scope of Work*” and as described in other sections of the Contract.

3. SCOPE OF WORK

Scope of the Work comprises the Supply of one Fire Truck in connection with Sections; Scope of Works, Spare Parts, Specifications, Bill of Quantities, Schedule, Agreement and any other Contract Documents included within this Contract.

4. SITE

Location: Mogadishu Port
City: Mogadishu
Country: SOMALIA

5. PRICE

Total Contract Price as detailed in “*Section 4: Bill of Quantities*” of this Contract.

6. SCHEDULE

The Supplier shall complete the Work as planned in “*Section 5: Schedule*”. The Supplier shall submit detailed Schedule of Works to the Employer, as stated in “*Section 1: Scope of Works, Clause 1.12*” in corporation with “*Section 5: Schedule*” upon Commencement of the Contract.

7. CURRENCIES OF PAYMENT

All payments shall be paid in US Dollars.

8. BANK ACCOUNTS

.....
.....
.....

9. LANGUAGE

The ruling language of this Contract shall be English. In case any part of the Contract (including all Contract Documents) is written in more than one language, the version which is in English language shall prevail. The language that will be used for all types of communications shall be in English.

10. GOVERNING LAW

This Contract shall be governed in accordance with the law of The Government of the Federal Republic of Somalia.

11. PERMITS

In relation to the execution of the Work, the Employer shall provide all permits, permissions, licenses and/or approvals etc. as required/applicable by the Laws/the Authority for Mogadishu-Somalia only. The Supplier shall be responsible to comply with the conditions of obtained permits, permissions, licenses and/or approvals.

12. CUSTOMS

Importing or exporting of any material, plant, machinery, equipment or any other delivery of the goods related to the Work shall be in the responsibility of the Supplier including clearance through customs. Any custom duties, custom fees, custom taxes or any other expense that may arise due to importing and exporting activities shall be borne by the Supplier except the Customs in Mogadishu-Somalia.

13. PERFORMANCE SECURITY

The Supplier shall not deliver any Performance Security.

14. ADVANCE PAYMENT

25% of the Total Contract Price (*Section 4: Bill of Quantities*) upon Commencement of the Contract.

15. TRANSFER OF THE AGREEMENT AND SUBCONTRACTING

Transfer of this Agreement shall not be permitted without prior written consent of the Employer.

The Supplier shall not subcontract any part of the Work or whole of the Work described in this Contract without obtaining the Employer's prior consent.

If needed, the selected Subcontractors will be defined in mutual agreement between the Employer and the Supplier before the related Contract is concluded. Parties agree that the selection of a given Subcontractor as proposed by the Supplier to the Employer will not be unreasonably be opposed to by the Employer. For the Work which the Subcontractor is not known, the Supplier must obtain the agreement of the Employer and such an agreement not to be unreasonably withheld.

Within 14 (fourteen) days after receiving the proposal of the Supplier, the Employer must state his decision for selecting Subcontractors. If the Employer does not send a refusal within the stated period, it shall be considered no permission has been given.

SECTION-6: AGREEMENT

The stipulations in this Clause (*Clause 15*) do not, in any way, discharge the Supplier from its tasks and responsibilities in accordance with the Agreement.

The Supplier will, in any case, be responsible for all the Work done by its Subcontractor, any faults, any negligence of its Subcontractor, or its own agents or employees. This Clause (*Clause 15*) does not entail any responsibility whatsoever on the part of the Employer.

16. **LIQUIDATED DAMAGES**

Delay of the Works: In case the Supplier is not able to complete the Work, which means obtaining the Final Acceptance Certificate, described in the Contract within the Schedule, the Employer shall be entitled to payment of Liquidated Damages by the Supplier in the amount of 0.1% of the Price for each day of delay. Total amount of Liquidated Damages shall not exceed 5% of the Total Contract Price (*Section 4: Bill of Quantities of this Contract*).

Warranty and Maintenance Period: The Parties agree that in the event that one or more components of the Fire Truck has to be replaced or maintained by the Supplier due to the content and the conditions of Warranty & Maintenance Period, the Supplier shall commence actions within 48 hours without any charge for the Employer.

In case the Supplier fails to fulfill its obligations as per the content and the conditions of Warranty & Maintenance Period, the Employer shall be entitled to payment of 0.05% of the Total Contract Price per day of service/maintenance delay.

17. **ADJUSTMENTS FOR CHANGES IN COST**

The Price in "*Section 4: Bill of Quantities*" and the amounts payable to the Supplier shall not be adjusted for rises or falls in the cost of labor, goods, machinery, equipment, other inputs and any other expense/cost relevant to the Work. No adjustment shall be applied to the Work, the Price is deemed to have included amounts to cover the contingency of other rises and falls in costs valued on the basis of cost or current prices.

18. **TERMS OF PAYMENT**

Terms of payment shall be negotiated upon receipt of the Supplier's offer.

19. **REMEDY OF DAMAGES, FAULTS AND INDEMNIFICATION**

From the beginning of the Contract until obtaining Final Acceptance Certificate, the Supplier is fully responsible for the Work.

In the event of any damage, defect, faults or loss of any type whatsoever until the Final Acceptance Certificate is issued, which can be ascribed to the Supplier, which is done to the Work or part thereof, the Supplier shall repair or replace them at its

SECTION-6: AGREEMENT

own expense so that, at the time of the Final Acceptance, the Fire Truck corresponds in every respect to the requirements of the Agreement.

The Supplier will indemnify, defend and hold harmless the Employer any claim arising out of or in connection with personal injuries, death of any person or damage to property of any third party by any reason, by reason of gross negligence or willful misconduct of the Supplier.

20. INSURANCE

The Supplier shall commit himself to underwrite at his own expenses the all risk insurance necessary during the manufacturing, handling, transport, loading of the Fire Truck from the Supplier's factory, loading safely on the transport vehicle, unloading and commissioning at the Site shall be under the responsibility of the Supplier. All Risk Insurance provided by the Supplier shall cover the amount of 115% (one hundred fifteen percent) of the Total Contract Price.

In detail:

Third Party Liability Insurance covering damages, death and injuries caused by the Supplier, its employees and Subcontractors to any third parties. All the parties involved in the construction/erection of the Fire Truck from Commencement Date until obtaining Final Acceptance Certificate, including, but not limited to the Collateral Agent are insured. Cross liability is included in the cover.

Thus, the Supplier shall indemnify the Employer against any third party liability claims subject to this Contract, in so far as the liability may arise out of or in the course of or by the reason of carrying out the Work, the corresponding claim if covered and settled by the Supplier's third party liability insurance and provided that the Supplier is promptly notified of any such claims and such claims are not within the contractual responsibility of the Employer. The Supplier shall have the sole right to defend such claims at its own expense.

An assembly/fabrication All Risks insurance covering the Fire Truck for their full contract value from the moment of starting the assembly/fabrication at the Supplier's premises till the moment of Final Acceptance at the Employer's premises.

A Cargo Insurance covering damages to Fire Truck during its transport (loading and unloading included).

The Workmen's Compensation Insurance covering all contributors to the Work and their Subcontractors according to legal provisions must contain a cession of recovery to the advantage of the Employer. The Supplier will facilitate legal workmen's compensation insurance and related costs will be paid by the Supplier.

21. PATENT, LICENSES, ROYALTIES, INTELLECTUAL PROPERTY ETC.

The Supplier is obliged to indemnify the Employer from and against all claims and suits and actions filed by any third parties against the Employer for infringement of

patent rights, licenses, royalties, intellectual property, trademarks or trading names or other protected rights which exists prior and after the Commencement Date of this Agreement with regard to any operating part, any machine or equipment whatsoever which may be asserted over or in connection with the Work. This indemnification also includes any costs of court action, legal assistance or expert reports incurred by the Employer.

22. THE SUPPLIER'S PERSONNEL AT THE SITE

In connection with the execution, warranty and maintenance of the Work, the Supplier shall be present at Site with necessary personal as follow but not limited:

Technical staff who are trained and experienced in their professions, sub-agents (if necessary), foremen, skilled and unskilled labor who are competent and able to check/supervise the Work.

The Supplier's staff who are allowed to be present at Site shall strictly follow health & safety regulations and legislation. The Supplier is responsible to take all precautions, at all times, to prevent illegal rebellious behavior or bad behavior among its staff, subcontractors, agents etc. and also to maintain harmony and the protection of individuals and property at Site.

23. MONTHLY PROGRESS REPORTS (in case of new fabrication)

The Supplier shall provide Monthly Progress Reports mentioning which parts of the Work are executed during that month and the volume of the total executed Work completed till the current month.

The report also should mention the remarks from the Supplier to the Employer, if the Work is not progressing as planned. In such case, the Supplier shall justify the delay and also the proposals to remedy the lost time.

24. SUSPENSION OF THE WORK

In written from the Employer, the Supplier must suspend the Work either in full or in part, for whatever period and in whatever way the Employer considers to be reasonably necessary. The Supplier must, in such circumstances, protect and safeguard the Work to the extent that this is considered to be necessary by the Employer.

In cases where the suspension lasts for more than six months, the Supplier and the Employer engage themselves to renegotiate the Agreement for the Work on the basis of the new circumstances.

The Supplier and/or the Employer are free to request for settlement of disputes in accordance with *Clause 33* of this Agreement.

25. WARRANTY AND MAINTENANCE PERIOD

The content and the conditions of 2 (two) years Warranty and Maintenance Period shall be mutually agreed prior to signing the Contract. The content and the conditions of the agreed Warranty & Maintenance Period shall be documented as part of this Contract signed by both Parties.

Warranty and Maintenance Period shall start upon the receipt of Final Acceptance Certificate.

The cost and any expense involved due to this Clause (*Clause 25*) is included in the Price as shown in "*Section 4: Bill of Quantities*".

26. DELIVERY OF THE WORK

Until the Final Acceptance Certificate is issued, Fire Truck shall be considered under the responsibility of the Supplier at all times, even while commissioning at the Site.

The Supplier shall be responsible for packing, lashing, tagging, marking and the shipment of the Fire Truck at its own cost. Packing, tagging and marking are of the essence for the transport, handling, assembly, erection and commissioning at the Site. In case of faulty or negligent packing, tagging or marking, the Supplier shall be responsible for and shall bear all costs and expenses directly incurred by the Employer. In any event the Supplier shall be obliged to co-ordinate the packing and marking with the carrier nominated by the Employer and to follow their instructions.

The Supplier shall issue to the Employer the necessary shipping/export documents, commercial invoice and a packing list for the Fire Truck enabling the Employer to follow the Contractual Shipment Date.

A Cargo Insurance covering damages to Fire Truck during its transport (shipment, loading and unloading included) shall be borne by the Supplier.

27. FINAL DELIVERY OF THE WORK

After the Warranty and Maintenance Period of 2 (two) years, in accordance with the stipulations of this Contract, the Employer is obliged to submit a certificate of Final Delivery to the Supplier, provided that the Supplier has rectified all Warranty & Maintenance defects and punch list and that any Liquidated Damages in accordance with "*Clause 16*" have been settled in full. Minor defects that do not affect normal operation shall not reasonably be taken into account here.

28. TRAINING AND TRAINING PERSONNEL

The Supplier shall provide technical support, training (on-site & off-site) and training documentation regarding maintenance, operation and any other related information to the Employers representatives and relevant personal.

Detailed training schedule shall be prepared by the Supplier as per the Employer requirements upon Commencement of the Contract.

The Supplier undertakes to submit the documents mentioned in this Clause (*Clause 28*) the Employer in due time. The Employer shall feedback or confirm to the Supplier after receiving the documents, manuals, drawings and any other documents etc. for reviewing within 14 days after submitted by the Supplier.

All documents which have to be submitted to the Employer, manuals and all documents which must later be used by the personnel of the Employer for the operation and maintenance of the Fire Truck must be produced both in English and Turkish. The Supplier shall be able to arrange translation of manual, documents.

29. ASSISTANCE WITH OPERATION

During the Warranty and Maintenance Period, the Supplier shall, at the request of the Employer, provide the necessary technical assistance to his operation.

During the Warranty and Maintenance Period a qualified technician should enter into discussion by Online Call with the Employer's personnel reporting the Fire Truck status at least once a month, and shall comment the remarks stated in Fire Truck log by the personnel of the Employer.

During Warranty and Maintenance period, a qualified technician should be available for a first contact within 24 (twenty-four) hours after the call of the Employer.

After Final Acceptance, the Supplier shall respond to each request from the Employer for advice, recommendations and know-how in relation to the Fire Truck, provided that the cost and expenses are included in the Price.

The cost and any expense involved due to this Clause (*Clause 29*) is included in the Price.

30. SPARE PARTS

The Supplier shall prepare the list of Spare Parts as detailed in "*Section 2: Spare Parts*" as also agreed by the Employer prior to Commencement of the Contract.

Types, numbers, frequency, technical properties and prices are clearly indicated in "*Section 2: Spare Parts*". The Supplier shall provide Spare Parts along with the Final Acceptance of the Fire Truck.

31. CHANGES AND VARIATIONS

No change in the Work, extra work or reduced work (hereinafter referred to as "Change") will be taken into account unless it is evidenced by a document incorporating the agreement between the Parties, in which it is stated explicitly that it is a Change, signed by the Supplier and by the Employer.

The Change shall not allow a prolongation of the delivery time without written agreement between the Parties. The Supplier shall carry out no extra work unless the Employer in a written format that officially approves it.

SECTION-6: AGREEMENT

The Parties agree that the Employer is free to choose whether or not to make any extra work carried out by the Supplier.

In the event that an extra work is required by the Supplier, the document stating the nature, extent, quantity and price, as well as the time required to deliver and/or install the extra work to be prepared by the Supplier and submitted to the Employer for the approval prior to start the extra work.

If the need of such variation order has been arisen from or in connection with the Supplier's default the Supplier shall not be entitled to request an additional time or payment from the Employer.

At any time, the Employer shall be entitled to apply for a variation order requesting changes or modifications to the Fire Truck. A Change/Variation order shall be submitted in writing and shall contain a detailed description of the variation required.

Unless mutually agreed by both Parties, the same content and conditions of Warranty and Maintenance Period apply to the extra work as those stated in the Agreement.

In the event that the Supplier decides to have extra work carried out by third parties, which should be approved by the Employer, such work shall take place under the supervision, responsibility, authority and leadership of the Supplier under the same conditions by this Agreement.

The price for the extra work to be carried out by the Supplier shall be determined on a fixed price basis, subject to written agreement and approval of the Employer.

The Supplier shall reduce the cost and any expense from the Price relevant to the reduced work instructed by the Employer as agreed by both Parties.

In the event of reduced work, a document shall be prepared by the Supplier stating the nature, extent, quantity and price by which the Price will be reduced.

When defining the price reduction, in case the work already carried out by the Supplier, the price of materials, the cost of financing and any cost of cancellation shall be taken into account. Settlement shall take place between Parties and shall be agreed mutually.

Where disagreement arises in relation to a variation offer, the Parties shall use their best endeavors to negotiate the variation order and to try to settle the disagreement amicably.

32. TERMINATION OF AGREEMENT

The Employer is entitled to terminate the Contract in his totality in the following circumstances:

SECTION-6: AGREEMENT

In the event that the Supplier should go into liquidation, bankruptcy, failure or cessation of payments, or into a legal situation which is similar or equivalent. In this case the Supplier shall be obliged to return all amount paid previously by the Employer under this Contract.;

In the event that the Fire Truck do not meet the essential conditions which may be reasonably expected of them by this Contract and provided the Supplier is served notice of default by written letter from the Employer providing him three months to remedy such default and the Supplier has not been able to remedy such default during the given remedy period. In this case the Supplier shall be obliged to pay the amount for defects/defaults.

In case the Supplier is in delay with delivery of the Fire Truck for more than fifty (50) calendar days after the contractual delivery date as in the Schedule. In this case the Supplier shall be obliged to return all amount paid previously by the Employer and its financing cost under this Contract.

If fulfillment of this Contract on the part of the Supplier has become impossible for more than one-hundred-and-eighty (180) calendar days caused by force majeure. In this case the Supplier shall be obliged to return all amount paid previously by the Employer under this Contract.

33. DISPUTE RESOLUTION

If any dispute, controversy or claim arises out of or in connection with this Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with:

- (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement;
- (ii) any non-contractual obligations arising out of or in connection with this Agreement (Dispute),

any Party may serve formal written notice on another Party that a Dispute has arisen in respect of that other Party (Notice of Dispute) as soon as possible.

The Notice of Dispute shall describe the material points of the Dispute in sufficient detail to enable the Parties to reach an amicable settlement.

Following the service of a Notice of Dispute, the Parties shall use all reasonable endeavors to settle such Dispute amicably through negotiations between the Employer and the Supplier, within a period of 30 days starting from the date of receipt of the Notice of Dispute by the relevant Party. The Parties may by agreement in writing extend such 30-day period and take all such other steps as they mutually agree will assist them in reaching an amicable settlement of the Dispute, including the joint appointment of a person.

If the Dispute is not resolved by the signing of written terms of settlement by the Employer and the Supplier, within such 30-day period or the extended 30-day

period, then the Dispute shall be finally submitted to ISTAC (İstanbul Arbitration Center) for arbitration in accordance with ISTAC arbitration rules by three arbitrators who shall be appointed under the arbitration rules.

The seat of arbitration shall be in İstanbul-TURKEY and conducted in English.

The parties shall keep strictly confidential the existence of the arbitration and all information exchanged or evidence given during any arbitration proceedings as well as any arbitration award.

34. FORCE MAJEURE

The term "force majeure" shall be understood to include every event which is unforeseeable for the Parties or out of the control of the Parties, both with regard to its nature and its consequences for the party invoking it, including the Sub Supplier of the relevant part of Works, which also could not be avoided or resolved by that Party, and which does not result from the fault or negligence of that Party, and is such that it makes the execution of that party's contractual obligations unpractical. Subject to the other stipulations of the Agreement, an event is not considered to constitute a case of force majeure if it only makes the execution of the contractual obligations of one of the parties more difficult or more expensive.

Force majeure includes but is not limited to explosions, fires, floods, earthquakes, acts of God, acts of governmental authority, wars, hostilities, invasion, riots, embargoes or epidemics, covid-19 pandemic, insurrection, revolution, rebellion, sabotage or acts of terrorists etc.

Every party wishing to invoke the application of a case of force majeure must inform the other party of this by registered letter, fax or email, at the latest within fourteen days of the time when the invoking party has become aware of the case and is forced to observe that it can no longer meet its contractual obligations as a result. The retroactive effect of the invocation of a case of force majeure extends to a maximum of 14 (fourteen days).

The party must, in this case, simultaneously make a comprehensive, detailed and precise statement of the case of force majeure, along with all proofs to justify the failure to continue the execution of the Work.

Furthermore, the affected party must also notify the other party, without delay, of the cessation of a case of force majeure which has previously been invoked.

The absence of notifications as referred to above results by right in the inability to invoke this Clause (*Clause 34*).

If fulfillment of this Contract on the part of the Supplier has become impossible for more than one-hundred-and-eighty (180) calendar days caused by force majeure. In this case the Supplier shall be obliged to return all amount paid previously by the Employer under this Contract.

In case the force majeure event(s) affect the execution of the contractual obligation of the Supplier and this causes the termination of the Agreement, the Supplier shall reimburse the Employer all the payments received by the Supplier and the Supplier shall have the ownership of all the Work executed under the Agreement.

35. INSPECTIONS AND ACCEPTENCES

Factory Acceptance:

Prior to the delivery of the Fire Truck, the Supplier must notify the Employer in writing that the factory acceptance for the Fire Truck will be carried out. This notice shall contain the dates for the factory acceptance and the procedure for the factory acceptance test to be carried out.

The factory acceptance tests and procedures as proposed by the Supplier shall be reviewed and approved by the Employer. The Supplier shall adapt any change request in the procedure commented by the Employer.

If the factory acceptance shows the Fire Truck not in accordance with this Contract, the Supplier will be required to rectify the deficiency without undue delay to ensure that the Fire Truck is reasonably comply with this Contract. In case of defect which influence the safety of operability of the Fire Truck, the factory acceptance should be repeated with reference to the specific defect.

Within the factory acceptance, the Supplier shall submit to the Employer reports on all tests provided.

Notwithstanding with this Clause (*Clause 35*), if the factory acceptance shows minor deficiencies which do not affect safety or operability of the Fire Truck the Employer shall be required to issue the factory acceptance certificate with comments. Whereas the Supplier shall remedy such defects without undue delay until the Final Acceptance.

The Supplier shall bear the cost and expenses related to factory acceptance tests & procedures also the Employer's costs of attending testing, including its travelling, accommodation and living expenses.

Final Acceptance:

The Final Acceptance shall be requested by the Supplier in writing and shall be issued by the Employer after Fire Truck is delivered to the Site and after Fire Truck is successfully commissioned.

The Final Acceptance procedures and test shall be proposed by the Supplier in a written form of Final Acceptance Request and shall be approved by the Employer, acting reasonably, before the Final Acceptance is carried out at the Site. The final acceptance request shall contain the date, procedures and tests for the Final Acceptance.

The Supplier shall remedy all defects which appear during the Final Acceptance by repair or replacement at its own costs and own discretion. With reference to the

specific defect, the Final Acceptance should be repeated, if reasonable and desired by the Employer. The Fire Truck should prove to provide all technical performance parameters as in content of this Contract.

36. CONFIDENTIALITY

All Tender Documents, information, correspondence, electronic mail, any matters or details shared etc. shall be treated as confidential by the Supplier and not to be shared with third parties.

The Supplier is to ensure that all information, document, transmittal, directly or indirectly, acquired from the Employer in connection with or related to the Agreement, shall be kept confidential and that shall not, under any circumstances, disclose such information to any third party without prior written approval of the Employer.

No information, plan or document whatsoever can be made public without written permission from the Employer.

The Supplier undertakes to request permission from the Employer in advance before allowing third parties to enter the Site.

37. MISCELLANEOUS

All letters, fax messages or any other documents will be considered to have been validly served to the other party provided they are sent by fax or confirmed letter to the other party.

The provided address in this Contract remains valid as long as a party has not notified a new address to the other party.

No change whatsoever in the stipulations of the Agreement can take place unless they are stated in writing and signed by the agents of the Employer and the Supplier.

For changes to the Agreement, extra work, reduced work and any amendment, the representatives of the Employer and the Supplier must indicate their approval in writing.

The Supplier is assumed, as much as practicable from the Commencement Date, to have gathered all useful and necessary information, to have carried out all necessary studies and to have investigated and solved all preliminary questions, both technical and commercial, in order to subscribe all the commitments, set out in the Agreement. Notwithstanding, the Employer agrees and understands that the Supplier relies on the accuracy of the data and other information related to the Site.

The Supplier guarantees to the Employer that the Work which is to be carried out in accordance with the Agreement are complete Fire Truck, working in accordance to the Agreement.

SECTION-6: AGREEMENT

Notwithstanding anything contained in the Contract, at law or otherwise, The Employer shall in no event be liable for loss of profits, loss of use, additional production costs, loss of operating materials, operating material costs, lost interest, personnel reserves or any other consequential or indirect damages irrespective whether based on contract, tort, strict liability, indemnification or otherwise.

All prices provided in *Section 4: Bill of Quantities* are inclusive of any direct/indirect taxes except VAT as also detailed in *Section 1: Scope of Works*.

The Supplier

The Employer

Address:

Address:

The Supplier's Representative:

The Employer's Representative: