



## **DRAFT SPECIAL CONDITIONS**

### **CONTRACT TITLE Supply and Installation of refrigerated rooms**

**NO: AID 010601/FGPII/TAP 02-2016**

**PROJECT :**Project “Support to productive, managerial and commercial reorganization of Palestinian and Egyptian date producers’ cooperatives”, Aid 10601/FGPII/TAP

### **CONTENTS**

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Other Special Conditions should be indicated afterwards.

#### **Article 2 Language of the Contract**

2.1 The language used shall be English.

#### **Article 4 Communications**

4.1 Ms.Linda Fantinati  
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And

The Contractor .....

Any communications between the Contracting Authority and/or the Supervisor, and the Contractor will be written, shall state the contract title and identification number and shall be sent by e-mail on Contract Authority address.

#### **Article 5 Supervisor and Supervisor’s representative**

5.1 The Contractor shall assign qualified staff having adequate experience in similar projects. The minimum staff profile shall be as follows:  
-Contractor’s Representative staff: A civil engineer with relevant professional experience of more than (5) years in refrigerator project.  
-Electrical Engineer with a professional experience of more than (5) years.  
-Mechanical Engineer with a professional experience of more than (5) years.  
The Contractor shall state the names and qualifications of the above mentioned staff members in tender form. Future replacement of staff will require the approval of the Engineer.  
The persons employed by the Contractor must be sufficient in number, and permit the optimum use of the human resources of the Country in which the works are executed. Such employees must have the skills and experience necessary to ensure due progress and satisfactory execution of the works. The Contractor shall immediately replace all employees indicated by the Supervisor, in a letter stating reasons, as likely to jeopardize the satisfactory execution of the project. The Contractor shall make its



own arrangements for the engagement of all staff and labour. The rates of remuneration and the general working conditions, as laid down by the law of the Country in which the works are executed, shall apply as a minimum to employees on the site.

5.3 Penalty for the Absence of any of the Superintendents:

The Contractor shall get the approval of the Engineer on the program for provision of his superintendents. If any of the Contractor's superintendents being absent without excuse, then the Employer will deduct the amount of 70 EURO per day, for every superintendent being absent, from monies due to the Contractor. For absence in part the deduction will be done proportionally.

5.4 If the Contractor fails to appoint any of his staff, then the Employer will appoint such staff and deduct their salaries from the payments due to the Contractor. This appointment shall not release the Contractor from any of his obligations and responsibilities and the Contractor shall compensate the Employer for any damage that might happen to the Project as a result of the absence of any of the Contractor's superintendents.

### Article 7 - Subcontracting

7.1 The Contractor shall request to the Contracting Authority the authorisation to subcontract.

7.2 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract and they cannot fall under the exclusion criteria described in the tender dossier.

7.3 The Contractor shall be responsible for the acts, defaults and negligence of its sub-contractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, its agents or employees.

7.4 If a subcontractor is found by the Contracting Authority or the Supervisor to be incompetent in discharging its duties, the Contracting Authority or the Supervisor may request the Contractor to forthwith remove the subcontractor from the site and either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

7.5 The maximum share for all Sub-contractors working for the Main contractor shall not exceed 33% of the Contract Sum.

### Article 8 - Subcontracting

8.1 The Supervisor of Contract Authority shall provide to the Contractor, free of charge, a copy of the drawings prepared for the implementation of tasks as well as two copies of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, insofar as they are available. Upon the final acceptance, the Contractor shall return to the Supervisor all drawings, specifications and other contract documents.

8.2. The Contract Authority and the Contractor if will change any aspect of the project, we need to discuss and have a writing approbation of contract authority.

### Article 9 Access to the site

9.1 The Contractor is reminded that there is a Project Manager of Contracting Authority. The Contractor is obliged to give the Contracting Authority free access to its sites, factories, workshops, etc., and generally assist the Contracting Authority, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the Contracting Authority.

### Article 15 Performance guarantee



- 15.1 The amount of the performance guarantee will be 10% of the amount of the Contract and any addenda thereto.

## Article 16 Liabilities and Insurance

### 16.1 Insurance

For clarification only, the following are the insurance's required for the Project:

- (a) Insurance of the Permanent and Temporary Works to include materials and Plant to values specified in the Contract.
- (b) Insurance of Equipment.
- (c) Third Party Insurance - property and persons.
- (d) Insurance against accident or injury to workmen and employees.

Use of Insurance Compensation: "In case of any damage to the Works or any part thereof or to materials or Plant or Temporary Works due to risks covered by the insurance, the Contractor shall, as rapidly as possible, carry out the repairs and making good of the defects. The insurance company shall pay the insurance compensation to the Employer who will in turn pay any amount he receives to the Contractor in instalments in accordance with the Engineer's recommendations. If the value of the compensation is greater than the amounts to be paid to the Contractor, then these amounts shall be paid to the Contractor, and if it is less than the cost of repair, then the Contractor shall bear the difference".

- 16.2 Accident or Injury to Workmen: "The Contractor shall immediately notify the Engineer in writing about any accident which occurs on Site if it results in an injury to any of the labourers or employees or damage to property, and he shall provide him with the details and the affidavits of witnesses. Also, the Contractor shall inform the concerned authorities about such accidents when and if the laws and regulations so require".

### 16.3 Labour:

- Alcoholic Liquor and Drugs: The Contractor shall not bring into the Site any alcoholic liquor or drugs, nor permit the use or disposal of the same by his agents, employees, servants or any of his subcontractor's workmen and servants.
- Arms and Ammunition: The Contractor shall not bring into the Site, use or dispose of any arms or ammunitions of any kind, or any kind of explosives prohibited by law, and shall not permit his workmen or servants to keep the same on the Site.
- Festivals and Religious Holidays: The Contractor shall, in all dealings with, labour in his employment, have due regard to the working hours prescribed in the labour law for the time being in force, and shall observe the weekly days of rest, public holidays and recognized religious festivals and customs.
- Epidemics: In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the public health authorities or any other official body for the purpose of dealing with and overcoming the same, and shall provide all necessary preventive precautions.
- Disorderly Conduct: The Contractor shall at all times take all reasonable precautions to prevent any riotous acts or any disorderly conduct by or amongst his workmen and servants on the Site, and for the preservation of order and the protection of properties and persons on the Site and its neighbourhood against such acts or misconduct.
- The Contractor shall not prevent the national security forces from entering the Site for the purpose of performing their lawful duties.
- The Contractor shall provide a first aid centre on the Site, and shall employ a specialist well trained in first aid operation. This centre shall be located in a place known to labourers and employees, and shall be supplied with adequate first aid provisions.
- The Contractor shall provide adequate hygienic conditions in respect of garbage collection and sewage disposal for the living quarters of Labourers and employees on the Site.





## **Article 17 Programme of implementation of tasks**

17.1 The implementation period of will include delivery/work period of 60 calendar days, installation and testing period of 20 days after delivery, issuance of Provisional Acceptance period of 10 days after receipt of Contractor's application.

This programme includes at least the following information:

- the order and time limits within which the Contractor proposes to carry out the installation of refrigerator;
- the time limits within which submission and approval of the drawings are required;
- an organisation chart containing the names, qualifications and curricula vitae of the staff responsible for the site,
- a general description of the method including the sequence, by month and by nature, which the Contractor proposes to carry out the works;
- a plan for the setting out and organisation of the site, and such further details and information as the Supervisor may reasonably require.

## **Article 19 Contractor's drawings and execution studies**

19.1 All drawings about installation of refrigerator are inside the Tender Dossier, designed by the Contractor Authority. Any change during the installation will be in according with Project Manager and the ingeneer supervisor of Contractor Authority.

All reports and data such as manuals, maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software as required by the technical specifications and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall become the absolute property of the Contractor Authority.

## **Article 27 Demolished materials**

27.2 The contractor will have obligation to remove demolition materials

## **Article 34 Period of implementation of tasks**

34.1 The implementation period will last 90 calendar days, from the commencement date until Provisional Acceptance. The implementation period will include delivery period of 60 calendar days, installation and testing period of 20 days after delivery, issuance of Provisional Acceptance period of 10 days after receipt of Contractor's application.

34.2 The implementation will strat from the contract signature (Jennuary 2016).

## **Article 36 Delays in the implementation of tasks**

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

## **Article 39 Work register**

39.1 The work register is required, the practical details will be decide in the contract signature.

## **Article 40 Origin and quality of works and materials**

40.1 All goods purchased under the Contract must originate in any eligible source country as defined in Financing agreement AID 10601 – Dec. n. 2015/337/002729/2 on 24.9.2015, registered at UCB on 14.10.2015, n. 10232.

40.3 Technical acceptance is necessary .

## **Article 44: General principles for payments**



44.1 Payments shall be made in euro.

#### **Article 49 Measurement**

49.1 This is a unit-price contract.

#### **Article 50 Interim payments**

50.1 Payments shall be authorised and made by:

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John Paul II Foundation,

Jerusalem Hebron St. P.O. Box 24, Bethlehem-West Bank-Occupied Palestinian Territory

50.2. Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor.

50.3 By derogation, the final payment to the Contractor of the amounts due shall be made within 90 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance/ Taking - Over Certificate.

50.4 In order to obtain payments:

Tranche of payment:

- ✓ 1° TRANCHE : 20% the total amount of contract, after the completion of the 20% of the installation of refrigerator
- ✓ 2° TRANCHE : 35% the total amount of contract, after the completion of the 75% of the installation of refrigerator
- ✓ 3° TRANCHE : 35% the total amount of contract, after the completion of the 100% of the installation of refrigerator
- ✓ 10% bank payment guarantee of Contractor Authority

Document for payment:

- ✓ Formal letter request of payment.
- ✓ Invoice of specific tranche
- ✓ Resume of payment tranches.
- ✓ Detailed report about the completion of the installation of refrigerator, in accordance with the % of payment.

Payments to the Contractor of the amounts due under each of the interim payment certificates and the final statement of account issued by the Supervisor shall be made within 90 days of such certificate of statement accompanied by the Contractor's invoice being delivered to the Contracting Authority.

#### **Article 51 Final statement of account**

51.1 The Contractor shall, submit to the Supervisor a draft final statement of account when it applies for the provisional acceptance certificate. In order to enable the Supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the Contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the certificate of final acceptance referred to in article 62, the Supervisor shall prepare and signed the final statement of account.

#### **Article 53 Delayed payments**

53.1 By derogation from Article 53.1 of the General Conditions, once the time-limit referred Article 44.3 has expired, the Contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions.



However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

**Article 59 Partial acceptance**

59.3 The defects liability period provided for in Article 61 shall run from the period we will decide at contract signature.

**Article 60 Provisional acceptance**

60.1 The provisional acceptance will be decide at contract signature.

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the Supervisor or the Contracting Authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the General Conditions.

**Article 68 Dispute settlement**

68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Bethlhem.