



# **Bidding Document for Emergency Project**

**2018**



## **Section I. General Conditions of Contract**

These General Conditions of Contract, read in conjunction with the Particular Conditions of Contract and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

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## **General Conditions of Contract**

### **A. General**

#### **1. Definitions**

- (a) **The Works** means the execution and completion of the supply, delivery, installation of the emergency response supplies and the remedying of any defects. Works are what the Contracting authority requires the Contractor to construct, install, and hand over to ACTED.
- (b) **The Bill of Quantities** means the priced and completed Bill of Quantities forming the Bid.
- (c) **The Completion Date** is the date of completion of the works as certified by the Project Technical Officer.
- (d) **The Contractor** is the party whose bid selected to carry out the works has been accepted by the contracting authority (ACTED).
- (e) **The Contract** is the contract between the contracting authority (ACTED) and the contractor to execute, complete, and maintain the works.
- (f) **The Contractor's Bid** is the completed bidding document submitted by the contractor to the contracting authority (ACTED).
- (g) **Days** are calendar days; **Months** are calendar months
- (h) **Drawings** mean the drawings of the works, as included in the contract, and any additional and modified drawings issued by (or on behalf of) ACTED in accordance with the contract, include calculations and other information provided or approved by the project manager/Technical Advisor
- (i) **A Defect** is any part of the Works not completed in accordance with the contract or not matching the technical

specification, drawings and technical officer's instructions.

- (j) **Equipment** is the contractor's machinery, consumables and vehicles brought temporarily to the site to construct the works
- (k) **Materials** are all supplies including the 2 tender batches, , used by the contractor for incorporation in the works.
- (l) **The Project Manager** is the person named in the contract (or any other competent person appointed by ACTED and notified to the contractor) who is responsible for payments, project progress and administering the contract.
- (m) **The Project Technical Advisor** is the person named in the contract (or any other competent person appointed by ACTED and notified to the contractor) who is responsible for supervising technically the execution of the Works and inspecting the implementation of the work to make sure it is completed in accordance with the technical requirements.
- (n) **Specification** means the specifications of the works included in the contract and any modification or addition made or approved by the project manager & technical officer.
- (o) **A Subcontractor** is a person or corporate body who has a contract with the contractor to carry out fully/a part of the works in the contract, which could include materials manufacturing, transporting, delivery and installation or any needed works on the site.
- (p) **A Variation** is an instruction given by the Project Manager/Technical Advisor which varies the Works.

## 2. Interpretation

2.1 In interpreting these general conditions of contract, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Framework Agreement

- (b) Awarding Letter
  - (c) Contractor's Bid
  - (d) Particular Conditions of Contract
  - (e) General Conditions of Contract
  - (f) Specifications
  - (g) Drawings
  - (h) Bill of Quantities
  - (i) Others if needed.
- 3. Language and Law** 3.1 The language of the contract is English .The law that applies to the Contract is the law(s) in effect in parts of the West Bank and Gaza under the jurisdiction of the Palestinian Authority
- 4. Delegation** 4.1 The Project Manager/Technical Advisor may delegate any of their duties and responsibilities to other partner (ACF, GVC, PUI), after notifying the contractor, and may revoke any delegation after notifying the contractor.

## **B. Works Control**

- 5. Materials Supply, delivery and Installation**
- 5.1 The Contractor shall supply and install the supplies in accordance with the technical specifications and drawings respecting very strictly field delivery / installation guidelines and instructions. The contractor commits to supply, deliver and install the ordered material based on the drawings and specification included in the BOQs completely to the assigned sites.
- 5.2 The contractor commits to follow strictly the instructions of contracting authority in case of security/legal concerns related to the delivery and installation of some orders. If needed the contractor commits to deliver the order materials outside the assigned site and send workers paid by him inside the site in order to help with installation. In addition the contractor commits to reimburse another party that ACTED assign to transport/Install the order supplies if needed
- 6. Subcontracting** 6.1 The Contractor commits to subcontract person/corporate to carry out fully/a part of the works in the contract, which could include materials manufacturing, transporting, delivery and installation or any needed works on the site. This subcontracting body is supposed to be located in

the opposite area of the contractor's manufacturing location. For example, if the contractor manufacturing spot is located in the north of West Bank, the contractor should be subcontracting another manufacturing company in the south of West Bank, and vice versa. The subcontracting agreement between the contractor and the subcontractor should be covering the same agreement period between ACTED and the contractor. Subcontracting agreement would be subject to the contracting authority technical inspection to check the subcontractor full ability of executing the works as needed. The cases where the contractor is allowed to delegate part/the full works to the subcontractor would be defined and validated by the project manager.

#### **7. Stockpiling and buffer Stock**

The contractor is requested to constantly have buffer stocks, ready to be delivered and installed on demand. When an emergency phase is triggered by ACTED, ACTED will notify the contractor of the new buffer stock levels to have within a given period of time for a selection of items. Emergency phases can be triggered by ACTED at any time. When an emergency phase is triggered, it is expected that the contractor will be able to produce the following quantity of items per day:

- Emergency phase 1: 5 units of each size of residential and livelihood tents, 4 units of latrines, 50 water tanks, 10 units of each of the following livelihood equipment items: barriers, drinkers and troughs.
- Emergency phase 2: 10 units of each size of residential and livelihood tents, 10 units of latrines. The emergency phase 2 involves a 20% cost increase for the 6th to 10th identical tent items produced per day, and a 10% cost increase for the 6th to 10th latrines produced per day.

The agreed buffer stock levels will be formalized at the contracting stage, the contractor commits to keep the needed quantities matching the phase activated by the contracting authority

#### **8. Not-contracted Materials or Works**

1.1 The Contracting authority may seek a quotation from the contractor's side in case of proposed Not-contracted Materials or works which are not included in the BOQs.

1.2 The Contractor shall be responsible for respecting the specifications, drawings of the Not-contracted Materials or Works and guidelines of the contracting authority.

1.3 Contractor offer for the execution of the Not-contracted materials or works, are subject to prior approval of the Project

Manager/Technical Officer. The Contracting authority may assign the works execution to other party if needed.

**9. Access to the Site**

The Contractor shall allow the Project Manager and Technical Advisor and any person authorized by the contracting authority access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**10. Raw Materials Origin/Alternatives**

The Contractor should declare in the bidding docs the manufacturing raw materials origin and the alternative course in case of contractor's inability to obtain the raw materials from the original source.

**C. Time Control**

**11. Works Timeframe & Delays Ordered by the Project Supervisor**

11.1 The contractor commits to complete the works by the Intended completion date: The contractor may commence execution of the works on the Start date and shall carry out the Works in accordance with the schedule defined by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended completion date. Any delay in executing the works is subject to penalties. The Project Manager/Technical Advisor may instruct the contractor to delay the start or progress of any activity within the works. Unless exceptional circumstances (risky area, difficult topography, communication difficulties with beneficiaries, etc.), the Intended completion date should be set no later than 7 calendar days after the purchase order has been made.

**12. Management Meetings**

12.1 Either the Project Manager/Technical Advisor or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

12.2 The Project Manager/Technical Advisor shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**13. Early Warning** 13.1 The Contractor shall warn the contracting authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the materials price, or delay the execution of the works. The Project Manager/Technical Advisor may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

13.2 The Contractor shall cooperate with the Project Manager/Technical Advisor in making and considering proposals for how the effect of such an event or circumstance can be avoided.

#### **D. Quality Control**

**14. Identifying Defects** 14.1 The Project Manager/Technical Advisor shall check the Contractor's work and notify the contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager/Technical Advisor may instruct the contractor to search for a defect and to uncover and test any work that the Project Manager/Technical Advisor considers may have a defect.

**15. Tests** 15.1 If the Project Manager/Technical Advisor instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does, the contractor shall pay for the test and any samples.

**16. Correction of Defects** 16.1 The Project Manager/Technical Advisor shall give notice to the contractor of any defects, and the Contractor should repair and fix it even after installation.

16.2 Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project manager's notice. Unless exceptional circumstances, the Defect should be fixed within 15 calendar days of the notification.

**17. Uncorrected Defects** 17.1 If the Contractor has not corrected the defect within the time specified in the Project Supervisor's notice, the Project Manager shall assess the cost of having the defect corrected, and the contractor shall pay this amount, if not it would be deducted from his payment balance.

## **E. Cost Control**

- 18. BOQs Price**
- 18.1 The Bill of Quantities shall contain priced items for the works to be performed by the Contractor. The Bill of Quantities is used to calculate the purchase order price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 18.2 Any delay in executing the works is subject to penalty charge equal 0.2% of the total amount of the Purchase Order per day but not exceeding 10% of its total amount.
- 19. Variations**
- 19.1 All Variations shall be included in updated agreement, and also in the activity schedule, produced by the Contractor.
- 19.2 The Contractor shall provide the contracting authority with a quotation for carrying out the variation when requested to do so. The Project Manager/Technical Advisor shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager/Technical Advisor and before the variation is ordered.
- 19.3 If the Contractor's quotation is unreasonable, the contracting authority may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 19.4 If the Project Manager/Technical Advisor decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a compensation Event.
- 19.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 20. Payment**
- 20.1 The Contractor shall submit to the contracting authority payment request along with delivery of the value of the works completed.
- 20.2 The contracting authority shall check the contractor's payment requests and certify the amount to be paid to the contractor, endorsed with the Project Manager.
- 20.3 The value of work executed shall be determined by the Project Manager.

20.4 The value of work executed shall comprise: the value of the quantities of work in the Bill of Quantities that have been completed

20.5 The value of work executed shall include the valuation of variations and compensation events.

20.6 ACTED will start processing the payment of an completed order after six months of supplies installation, and after the Project Manager/ Technical Advisor endorsement.

#### **21. Tax**

21.1 The contractor should provide value added exempted payment requests to the contracting authority. Any unexampled payment request will not be considered. The contracting authority will not cover the cost of any taxes related to the supplies ordered.

#### **22. Currencies**

22.1 Payments are made in currencies of BOQ ( USD\$)

#### **23. Cost of Repairs**

23.1 Loss or damage to the Works or Materials to be incorporated in the Works between the start date and the end of contract including the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost.

### **F. Finishing Works**

#### **24. Completion**

24.1 The Contractor shall request the Project Manager/Technical Advisor to issue a certificate of Completion/Reception voucher of the works endorsed, and the Project Manager/Technical Advisor shall do so upon deciding that the whole of the Works is completed. The certificate of Completion/Reception voucher is only valid if the Project Manager has signed it, and the Contractor has signed and stamped it.

#### **25. Termination**

25.1 ACTED may terminate the Contract if the other party causes a fundamental breach of the Contract.

25.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) The Contractor stops work (stoppage has not been authorized by the Project Manager).

(b) The Project Manager/Technical Advisor instructs the contractor to delay the progress of the works.

(c) the Project Manager/Technical Advisor gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a

specific period of time determined by the Project Manager

25.3 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**26. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager/Technical Advisor shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. All Materials on the Site, Temporary Works, and Works shall be deemed to be the property of the beneficiary if the Contract is terminated because of the Contractor's default.

## **G. Safety Control**

**27. Activities and Equipment Safety**

The Contractor shall be responsible for the safety of all activities on the Site. . The contractor is responsible for the safety of his own equipment. The contracting Authority will not held responsible for any loss or damage of the contractors equipment

**28. Contractor's Risks**

From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Materials, and Equipment) are Contractor's responsibility

**29. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the defined and reported to the contracting authority. The contractor shall carry out the contracting authority's instructions for dealing with them.

## Section II. Particular Conditions of Contract

The Agency is: <b>ACTED</b>
The Project Manager is <b>Laura DEPREZ / ACTED</b>
The Project Manager/Technical Advisor is <b>Eng. Muhammad Abu-Rajab / ACTED</b>
The Site is located at <b>Area C – West Bank - Palestine</b>
The Start Date shall be considered as per the date of the purchase order sent to the contractor
The language of the contract is <b>English</b>
The law that applies to the Contract is <b>the law(s) in effect in parts of the West Bank and Gaza under the jurisdiction of the Palestinian Authority</b>
The Project Manager/Technical Advisor <b>may</b> delegate any of his duties and responsibilities.
The Contractor shall supply and install the required materials within 7-10 days from the purchase order date.
The Contractor shall deliver the required response to the selected site and install it, under any conditions or circumstances (political, climate change .etc.)
The Defects Liability Period is: <b>365 days from the date of certificate of completion of the works</b>
The currency of the Employer’s country is: <b>US Dollar</b>
The Performance Security amount to be provided by the contractor is <b>10%</b> of total of the completed purchase orders in dollar
ACTED will start processing the payment of an implemented order ( Supplied and installed ) after six months from installation, and after the Project Manager/Technical Advisor endorsement
ACTED will not process any payment, if the contractor didn`t deliver the required supplies to the selected area.
Delivering the supplies without installation is not allowed by the ACTED unless expectantly validated by project Manager/Technical office In such cases ACTED will deduct 25% from the supplies price, if the contractor delivers the required response without installation.
The Contractor shall submit a maintenance bank guarantee, which is <b>5 %</b> of total contract price for <b>one year</b> after installation.
ACTED will not commit with the number of items without getting any approval from the Contractor.

Name \_\_\_\_\_ الإسم

Position: \_\_\_\_\_ الوصف الوظيفي



Signature & Stamp: \_\_\_\_\_ التوقيع والختم

Date: \_\_\_\_\_ التاريخ