



Particular Conditions

Permits and Licences:

The Contractor shall be fully responsible for obtaining and maintaining the relevant Permits from the relevant authorities for all Contractor employees, equipment and materials. The Contractor is not entitled to make any claim against the Employer for extensions of time or cost if the Works are delayed as a result of its delay or failure to obtain such permits.

Contractor's Design

The extent of the Contractor's design obligation is limited strictly to the employer's requirements as outlined in the BoQ and the employer's instructions.

Responsibility for Design

By accepting the Contractor's, the bid design, all the specifications and annexes attached to this contract the Employer consents that they will constitute the overall works requirements. That notwithstanding the Contractor bears the absolute obligation and liabilities to ensure that all parts of the works designed by him are fit for their purpose as outlined in the BoQ and the drawings.

Execution of the Works:

- a) The Contractor shall complete all of the work in **8 weeks or less**.
- b) The contractor to submit samples of all the material items in the BoQ, and shop drawings of all of the works before the supply and installation in the water Lab, the employer has the right to reject the submittal if it's against the quality check report, and then the contractor to re-submit new samples.

Remedying Defects:

The Contractor shall submit to the Employer upon receipt of the Taking Over Certificate, an unconditional Defect Liability Guarantee in the amount of 15% of the value of the executed Works, as a Guarantee for completion of outstanding Works and remedying defects for the period of 1 year, provided that this Guarantee shall be issued by a bank or a financial establishment each of them licensed to work in Yemen. Upon submitting this Guarantee to ACTED, the Performance Guarantee shall be returned to the Contractor.

A warranty period of 2 years applies for all materials supplied and installed under this contract or the factory warranty whichever is longer.



ACTED

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Extent of Cover (Insurance)

To the fullest extent permitted by law, the Contractor is to **hold harmless**, defend at its own expense and indemnify the **Employer**, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of the Contractor or its officers, agents or employees in rendering services under this contract.

Arrangements

Contractor agrees to have and maintain the policies set forth in the Appendix. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Employer as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Employer. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.