Part 2 - Conditions of Particular Application (Special Conditions)

The following Conditions of Particular Application (Special Conditions) shall supplement the General Conditions of Contract and are amendments and additions to the General Conditions.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Article 1: Law and language of the contract

1.1 Swiss law shall apply in all matters not covered by the provisions of the contract.

Article 2: The Contractor's obligations

2.1 When performing the services on IFRC premises or at any location when representing the IFRC, the Contractor and all individuals assigned by it to perform works under this contract, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement and shall abide by the rules of conduct set out in the IFRC Code of Conduct (a copy of which has been provided by the IFRC). The Contractor acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform services on its behalf shall be considered breach of an essential term of this contract.

2.2 The Contractor shall take the necessary measures to ensure the visibility of the IFRC financing or co-financing the project by installing a notice board (not smaller than 2,0 x 3,0 m) at the project site indicating the project name and purpose. The IFRC and other co-financing partners and their respective logos.

This design requires the approval of the IFRC before installation.

Article 3: Performance guarantee

3.1 The amount of the performance guarantee shall be 10% of the Contract Value.

Commented [RF1]: How Much Should be?

3.2 The performance guarantee should be valid until the contract has been fully and properly performed.

3.2 Performance guarantee will be released upon satisfactory completion of the project and subject to issue of the hand-over certificate by IFRC.

Article 4: Insurance

4.1 Insurance liability as per local regulations

Article 5: Implementation programme (timetable)

5.1 Implementation within one (01) month from contract start date (Signing date).

Commented [RF2]: Is it ok or to be change

Article 6: Delays in implementation

6.1 Any delays due to the fault of the contractor will calculated per day of delay and the maximum aggregate amount of such compensation will be 0.5% of contract amount per day delay up to a limit of 10% of the total contract amount.

Article 7: Tender prices

7.1 Tender price is final, and no changes permitted.

Article 8: Soil studies

8.1 If required to be performed by contractor and included in tender price.

Article 9. Drawings, BoQ and documents

9.1 The IFRC is responsible to provide all necessary document like drawings, BoQ to the contractor which after work completion the company needs to return it to the IFRC.

Article 10: General principles

10.1 Payments shall be made in one of the following currencies: 1-Afghanistan Afghani (AFN) 2- United states Dollars (USD)

Commented [RF3]: AFN or both USD and USD?

10.2 Payments shall be authorised and made by IFRC

10.3 Sums due shall be paid within no more than 30 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions.

Article 11: Retention monies

11.1 10 % of the total contract amount and for the period of ninety days(90) which starts from work completion date.

Commented [RF4]: Shall we change it or not?

Article 12: Price revision

12.1 Not allowed

12.2 Prices contained in the Contractor's tender shall be deemed:

a) to have been determined based on the conditions in force 30 days prior to the latest date fixed for submission of tenders or, in the case of direct agreement contracts, on the date of the contract.

b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 46.3(a).

12.3 In the event of changes to, or introduction of, any national or state statute, ordinance, decree or other law, or any regulation or bye-law of any local or other public authority, after the date stated in Article 46.3 which causes a change in the contractual relationship between the parties to the contract, the IFRC and the Contractor shall consult on how best to proceed further under the contract, and may as a result of such consultation decide:

a) to modify the contract; or

b) to provide for compensation for any imbalance caused by one Party to the other; or

c) to terminate the contract by mutual agreement.

12.4 In the event of a delay in the execution of the works for which the Contractor is responsible, or at the end of the period of implementation revised as necessary in accordance with the contract, there shall be no further revision of prices within the 30 days before provisional acceptance, except for the application of a new price index, if this is to the benefit of the IFRC.

Article 13: Interim payments

13.1 Upon partial completion of works as stated at the contract.

Article 14: Maintenance obligations

14.1 Three months from hand-over date.