**VOLUME 2**

**SECTION 3**

**SPECIAL CONDITIONS**

**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 Communication**

4.1 email address: celim.wasteproject@gmail.com , number phone +961 380 906

4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

 The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 33 of the general conditions to the contract, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**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.

15.8 Within 90 days after the deliverance of the certificate of provisional acceptance according to Article 60.1 and the completion of any outstanding work or reservation, 100 % of the amount of the performance guarantee may be released.

**Article 17 Programme of implementation of tasks**

17.1 The Contractor shall provide the Supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the Contractor proposes to carry out the works, and shall be based on the tranches foreseen in art. 49.1 of the special conditions.

17.2. The Supervisor shall return this document to the Contractor with any relevant remarks within 10 days of receipt, save where the Supervisor, within those 10 days, notifies the Contractor of its wish for a meeting in order to discuss the documents submitted.

**Article 19 Contractor’s drawings and execution studies**

19.1 The contractor must submit shop drawings for the supervisor’s approval for the intended works and obtain approval before starting the works.

19.7 The language of the manuals and drawings must be in the language of the contract.

**Article 34 Period of implementation of tasks**

34.1 The expected period of implementation is six (6) months from the commencement date.

**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 44: General principles for payments**

44.1 Payments shall be made in USD.

44.2 Pre-financing payment of 10% to the contractor for the lump-sum advance shall be made within 30 days. Interim payments to the contractor of the amounts of 40% due under each of the interim payment certificates and the completion of the 50% of the works approved by the supervisor shall be made within 90 days, and the final payment to the contractor of the amounts of 50% due after the final statement of account issued by the supervisor shall be made within 90 days.

**Article 46 Pre-financing**

46.1 pre-financing is possible: max 10% of the total amount

46.2 pre-financing guarantee of 10% of the total amount required

**Article 60 Provisional acceptance**

60.1 In complement to Article 60.1 of the general conditions, upon completion of the works, the contractor shall notify the contracting authority in writing. The contracting authority shall then arrange for an inspection to be carried out within 15 days of receiving the notification. The inspection will be conducted by a team comprising representatives from both the contracting authority and the contractor.

**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 defect 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.

61.7 The duration of the defects liability period is 90 days. The contractor shall repair or replace any such defects or damages at no additional cost to the contracting authority.

The defects liability period shall commence on the date of provisional acceptance

**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 ofthe courts of the Contracting Authority country.

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