# **Section VI. SPECIAL CONDITIONS OF CONTRACT**

Section VI. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

|  |
| --- |
| **A. General** |
| **GCC 1.1.2.2** | The Employer is: **Action Aid Ghana**  |
| **GCC 1.1.2.11** | The Funding Agency is: **GIZ( Reach)** |
| **GCC 1.1.2.4** | The Engineer is:  Messrs Jonathan AbakahP. O Box 46, Upper west-WaGhana |
| **GCC 1.1.3.2** | The Start Date shall be: **14 days** after signing of contract |
| **GCC 1.1.3.3** | The Intended Completion Date for the whole of the Works shall be **6months** |
| **GCC 1.1.6.7** | The Site is located at …….. in Upper west Northern Region and is defined in drawings No. ……… |
| **GCC 1.1.5.8** | The Works consist of**: Construction of irrigation Systems Development in Upper West Region**  |
| **GCC 1.1.5.6** | Sectional Completions * **General Clearance. 10%**
* **Excavation of Canal. 30%**
* **Filling canal Embankment 80%**
* **Concrete lining of canals 90%**
* **Ploughing. 95%**
* **Land Leveling 100%**
 |
| **GCC 1.3**  | The Employer’s address for the purpose of communications shall be:Head Office:Actionaid GhanaP.O Box AN 19083 Accra-North,AccraTel: +233-247421769Email: abiba.nibaradun@actionaid.orgThe Contractor’s address for the purpose of communications shall be: |
| **GCC 1.4** | The governing law is that of the **Republic of Ghana**The ruling language shall be **English Language** |
| **GCC 1.5** | The following documents also form an integral part of this Contract: 1. Agreement
 |
| **GCC 1.6**  | The Parties **“shall not”** enter into contract within **7 days** after the Contractor receives the Letter of Acceptance.  |
| **GCC 1.14** | The individuals of firms in a joint venture, consortium or association **“shall be”** jointly and severally liable |
| **GCC 2.1** | The Site Possession Date(s) shall be: **7days after signing of contract.** |
| **GCC 2.2** | Permits, approvals and / or licenses, or public service undertakings to be acquired by the Contractor: **EPA, Construction permit (District Assembly)** |
| **GCC 18. 2,****18.3, 18.4**  | The minimum insurance amounts and deductibles shall be:1. for the Works, Plant and Materials: **20%** cost of works
2. for loss or damage to Equipment: **10%** cost of works
3. for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: **5%** cost of works
4. for personal injury or death:
5. of the Contractor’s employees: **1%** cost of works
6. of other people: **1%** cost of works
 |
|  |  |
| **GCC A6** | Fees and types of reimbursable expenses to be paid to the Adjudicator: **…………………….** |
| **GCC 20.2** | Appointing Authority for the Adjudicator: **Ghana Institution of Surveyors** |
| **GCC 20.6** | The institution whose arbitration procedures shall be used is: **Alternative Dispute Resolution Act, 2010 – (ACT 798) shall apply**  |
| **B. Time Control** |
| **GCC 8.3** | The Contractor shall submit for approval a Programme for the Works within  **7** days from the date of the Letter of Acceptance. |
| The period between Program updates is **30**days.The amount to be withheld for late submission of an updated Program is: **1% of cost of outstanding works** |
| The Contractor shall warn the Project Manager **copied to the Employer** at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of work, increase the Contract Price, or delay the execution of the Works. |
| **C. Quality Control** |
| **GCC 4.2** | The Performance Security shall be: **10%** contract amount, denominated in the types and proportions of the currencies in which the Contract Price is payable,  |
| **GCC 8.7** | The liquidated damages for the whole of the Works are: **0.1%** of the final Contract Price, per day.The maximum amount of liquidated damages for the whole of the Works is: **2% of the final Contract Price**. |
| **GCC 11** | The Defects Liability Period is:  **90** days. |
| **D. Cost Control** |
| **GCC 13.4** | The currency of the Employer’s country is: **GHS**  |
| **GCC 13.8** | This Contract **“shall not”** besubject to price adjustment in accordance with GCC Clause 13.  |
| **GCC 14.2** | N/A  |
| **GCC 14.3** | The proportion of payments retained is: **5%**   |
| **E. Finishing the Contract** |
| **GCC 4.1d** | The date by which “as built” Drawings are required is: **21days after completion** |
| **GCC 4.1d** | The date by which operating and maintenance manuals are required is: **21days after completion**  |
| **GCC 8.7** | The maximum number of days is:  **30days** |
| **GCC 9.4** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, shall be: **25%**  |
| **GCC 10.1** | The Employer shall take over the site and the Works immediately after the Project Manager’s issues a Certificate of Completion. |

Section VII. Security Forms

Form of Tender Security (Bank Guarantee)

*[If required, the* ***bank*** *shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of**the Employer]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of the Tenderer]* (hereinafter called the “Tenderer") has submitted to you its Tender dated (hereinafter called the “TENDER") for the execution of *[name of Contract]* under Invitation for Tender No. *[IFT number]*.

Furthermore, we understand that, according to your conditions, TENDER must be supported by a Tender guarantee.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the TENDER conditions, because the Tenderer:

(a) has withdrawn its TENDER during the period of TENDER validity specified by the Tender in its TENDER; or

(b) having been notified of the acceptance of its TENDER by you during the period of TENDER validity, (i) has failed or refused to execute the Contract or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Tender.

This guarantee will expire: (a) if the Tender is the successful Tender, upon our receipt of copies of the Contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tender is not the successful Tender, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tender; or (ii) twenty-eight days after the expiration of the Tenderer’s TENDER.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

Tender Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year) of* Tender *Submission]*

ICT No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a* Tender *for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, tender must be supported by a Tender -Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Tender during the period of tender validity specified by us in the Tendering Data Sheet; or

(b) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the* Tender *Securing Declaration]*

Name: *[insert complete name of person signing the* Tender *Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of* Tender*er]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

Performance Bank Guarantee

(Unconditional)

[The **bank of the successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, ifthe Employer requires this type of security.]

*[insert bank’s name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of the Employer]*

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called the “Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called the “Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words])*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Certificate of Completion, calculated based on a copy of such Certificate which shall be provided to us, or on the [*insert number* day of *[insert month],* *[insert year],* whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s) of an authorized representative(s) of the bank]*

Bank Guarantee for Advance Payment

*The* ***bank of the successful Tenderer*** *providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract.*

*[insert bank’s name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of the Employer]*

**Date:** *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called the “Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert date]* with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called the “Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month],* *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.