

**Construction Works Contract:****Contract Reference Number:** 6100217-2025-001-ICF-ADH**Project Title:** Strengthening Health System Resilience in Eastern Libya: Advancing the Expansion of Umm Al Rizam General Hospital**This Agreement** is entered into on this [Date to be defined], by and between:**First Party:** International Cloud Humanitarian Relief Health and Education Foundation (ICF)

Address: Kocatepe Mah. Cumhuriyet Cad. Beler Palas Apt. No: 29 Kat: 4 D:15, Beyoglu / Istanbul / Türkiye

Represented by: [Name], [Title]

**Second Party:** [Selected Contractor Company Name]

Address: [Company Address in Eastern Libya]

Represented by: [Name], [Title]

Collectively referred to as "the contractor."

**Binding Effect of Bid Submission:** By submitting a bid for this tender, the Contractor acknowledges and accepts all terms and conditions contained in this Contract. The contractual relationship shall be deemed concluded upon award notification. Signing of this document is a formal confirmation of the binding terms already accepted during the bidding process. No deviation in delivery timelines, payment terms, or other contractual provisions shall be permitted.**1. Project Background and Objective**

This contract pertains to the reconstruction and expansion of the outpatient department of Umm Al Rizam General Hospital in Eastern Libya (Coordinates: 32.53323, 23.00817). The project is jointly implemented by ICF and action medeor e.V., aiming to enhance healthcare access and capacity for over 200,000 residents in the region.

**2. Scope of Work**

The Contractor shall be responsible for executing the following components to ensure full operational functionality of the outpatient department:

- Completion of internal and external building structures including walls, ceilings, and flooring.
- Installation of mechanical, electrical, plumbing (MEP), HVAC, lighting, and power systems.
- Restoration and upgrading of fire safety systems, insulation, sanitation, and access pathways.
- Delivery and installation of basic medical furniture and equipment.

All works must meet international and local healthcare construction standards. Subcontracting is not permitted under this contract.

**3. Project Timeline**

The Second Party agrees to complete all works and commissioning activities maximum within 4 months after signing the contract. A detailed schedule of works is attached as **Annex B**.

#### 4. First Party Obligations

The First Party agrees to:

- Facilitate site access and support coordination with relevant authorities
- Provide necessary documents, permits, and existing design inputs
- Review submissions within the defined period (10–15 business days)
- Issue feedback in writing and maintain official communications
- Make timely payments as per Article 5

#### 5. Contract Price and Payment Terms

**Total Contract Amount:** [Insert Total Amount in Euro, VAT included]

**Currency:** EUR

Payments shall be made as follows:

- **10% Advance Payment:** Within 10 working days of contract signature, based on invoice and site mobilization confirmation.
- **Subsequent payments** will be processed in line with the achievement of the work plan milestones.
- **A 10% retention rate** will be subtracted from every payment and will be released 2 months after the contract closure should there be no defects in the structural and MEP Works.
- **Last 10% Final Payment:** After full commissioning, site handover, and final acceptance by ICF.

Payments shall be made within 10 working days of invoice submission, approval of deliverables, and verification that no defects exist. All invoices must follow local tax regulations in Libya.

#### 6. The Contractor Obligations

The Contractor shall:

- Submit all deliverables in editable and PDF formats, including two hardcopies unless otherwise agreed
- Ensure compliance with technical specs, standards, and local regulations
- Respond to review comments and perform revisions within 7 business days
- Use only qualified personnel and obtain ICF approval for any subcontracted scope (not permitted unless amended)
- Maintain confidentiality and avoid reuse of designs without consent
- Be responsible for payment of applicable taxes, duties, and official fees in Libya

#### 7. Deliverables and Quality Requirements

The Contractor shall submit:

- As-built drawings of completed infrastructure
- MEP installation reports and test certifications
- Defect-free installation of all furniture/equipment
- Commissioning and handover report
- Site photos and completion certification

All materials and works must comply with the specifications outlined in **Annex A – BoQ**.

## 8. Review and Approval Mechanisms

- **Review Period:** The First Party shall review each deliverable within 10–15 business days.
- **Feedback:** The Contractor shall respond to comments within 7 business days unless otherwise agreed.
- **Milestone-Based Approval:** Each payment is subject to formal approval of the respective phase.
- **Final Acceptance:** A final acceptance letter will be issued by the First Party upon successful delivery.

## 9. Penalties and Defects

- The Contractor is liable for replacing any defective or non-compliant work or equipment within **14 calendar days** after identification.
- All reworks, testing, or destruction of defective goods shall be at the expense of the Contractor.

## 10. Project Completion Certificate

Upon successful completion and final acceptance of all works, the First Party may issue a Project Completion Certificate for reference use. This certificate may summarize the quality, scope, and performance of the Contractor. Issuance is at ICF's discretion and is not binding beyond this contract.

## 11. Legal and Regulatory Compliance

The Contractor shall:

- Be registered and legally allowed to operate in Eastern Libya
- Employ qualified engineers and personnel
- Adhere to international anti-corruption, anti-bribery, labor, and procurement standards
- Ensure original or lawfully obtained project documents
- Declare any conflicts of interest

## 12. Termination

The First Party reserves the right to terminate the contract:

- For convenience with 7 days' written notice (payment only for work completed and accepted)
- For default or breach by the Contractor
- For emergency or force majeure events (suspension protocol may apply)

## 13. Confidentiality and Intellectual Property

All project-related documents and data are the exclusive property of the First Party. No reproduction, distribution, or reuse is permitted without written consent. Confidentiality obligations shall continue for 5 years after project completion.

## 14. Dispute Resolution

All disputes will be settled amicably. Failing that, disputes shall be submitted to the competent courts in **Istanbul, Turkey**. The governing law shall be the laws of the **Republic of Turkey**.

## 15. General Provisions

- This Agreement constitutes the entire understanding and supersedes prior agreements
- Amendments shall be made in writing and signed by both parties
- If any provision is invalid, others remain enforceable

- Neither party shall be held liable for force majeure delays with proper notification
- Official notices must be in writing and sent to registered addresses or emails
- This Agreement shall not be transferred by the Contractor without consent
- Headings are for reference only
- Executed in counterparts, each considered original

16. Annexes (Integral to the Contract)

- Annex A - Bill of Quantities (BoQs),
- Annex B - Project management Plan,
- Annex C - contractor declaration
- Annex D - contractor declaration of honour,
- Annex E - Anti- fraud and corruption declaration
- Annex F - Site visit confirmation form,

Signed on behalf of the Parties:

<b>First Party Authorized Representative</b> <b>Name and Position:</b> Tolga Baca – President – Başkan  Date, place  Signature:  Stamp:
---

<b>Contractor Authorized Representative</b> <b>Name and Position:</b>   Date, place  Signature:  Stamp:
---

