

## CONTRACT [ ] GWP-Med/2022

Value: [please insert value]  
([please insert value in words])

The final total amount will be determined upon measuring of the total works performed.

**SUBJECT: The construction of three (3) wetlands (tertiary treatment) to treat the water coming out from Wadi Al-Arroub Wastewater Treatment Plant and three (3) solar systems to provide energy for the irrigation pumping systems in three (3) farms**

In the framework of the:

**MENA Water Matchmaker 2 Project' II project**

This Contract is prepared in Athens on the [ ] of [Month] 2022, and is signed between the two following parties:

- **The Mediterranean Information Office for Environment Culture and Sustainable Development** MIO ECSDE acting for the signing of the present Contract, as the Host Institute and legal body representing GWP-Med,

Chairman: Prof. Michael J. SCOULLOS  
Address: 12, Kyristou St. 105 56 Athens, Greece  
Tel.: +30 210 3247490, 3247267  
Fax: +30 210 3317127  
E-mail: secretariat@gwpmed.org, web page:www.gwpmed.org

as legally represented by the Chairman of its Executive Board **Prof. Michael Scoullou**, hereinafter referred to as “the **Contracting Authority**”

and

- The Company named «[ [please insert] »  
VAT Number: [please insert]  
Tel: [please insert]  
Address: [please insert]  
E-mail: [please insert]

as legally presented by [please insert], hereinafter referred to as «**Contractor**»

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed based on the following:

1. The **Call For Offers 12/2022/ Matchmaker 2 published on [Date]**
2. That the contractor participated in the said Call for Offers with the **financial and technical offer on [Date]** and declared that he holds the necessary, know-how and experience and therefore submitted his Technical and Financial Offer, in compliance with the specifications set forth in this Call for Offers.
3. The **Evaluation Report** as prepared by the Call for Offers' Evaluation Committee approved on **[Date]** accepting the **Contractor's** Technical and Financial Offer
4. The Provisional Award Decision **[Date]** and the **Final Award Decision** xx/2022 dated x<sup>th</sup> **[Date]**

have agreed, contemplated, and mutually accepted the following:

### **CONTRACT CONTENTS**

This Contract includes by order of precedence the following documents which are unique part of the Contract and consists one undividable body:

- a) The present Contract including its Annexes;
- b) Call For Offers 07/2022/ Matchmaker 2 document, including the Technical Description and Specifications **(ToRs)**
- c) The **Contractor's** clarifications (if requested by and provided to the Contracting Authority);
- d) The **Contractor's** Technical Offer and financial offer

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

#### **1. Supply of the Service**

The Scope of this Contract is the **construction of three (3) wetlands (tertiary treatment) to treat the water coming out from Al-Aroub Wastewater Treatment Plant and three (3) solar systems to provide energy for the irrigation pumping systems in three (3) farms**, as specified in detail in the Call For Offers 12/2022/ Matchmaker 2 document, including the Technical Description and Specifications **(ToRs)**, the **Contractor's** clarifications (if requested by and provided to the Contracting Authority) and the **Contractor's** Technical Offer and financial offer, being an integral part of this Contract.

- 1.1. The Contractor confirms that they have all necessary capacity and qualifications to supply the aforementioned.

- 1.2. The services to be provided to the Contracting Authority by the Contractor under this Contract shall be rendered from the date of the signature of the present Contract and shall be concluded within a period of two (2) months; any extension of the duration of the contract, dully reasoned, requires the prior authorization of the Contracting Authority
- 1.3. The services shall be provided subject to the terms of this contract and in accordance with the specifications listed in the Contractor's agreed Technical offer and methodology
- 1.4. The schedule of activities and milestones are included in detail in the attached ToRs and are summarily mentioned below for easy reference.

Item	Description	Unit	Quantity
<b>A. Drawings</b>			
01	Preliminary drawings (constructed wetland, solar panels) – mechanical and electrical	Lump sum	1
02	As Built drawings (constructed wetland, solar panels) – mechanical and electrical	Lump sum	1
<b>B. Works</b>			
01	Site cleaning for the constructed wetland and the solar panels (in each farm).	Lump sum	3
02	Construction of fully operational constructed wetland for 15 m <sup>3</sup> /d of 320 m <sup>2</sup> (as specified), including irrigation tank of 4 m <sup>3</sup> , recirculation pump (15 m <sup>3</sup> /d), inlet pump, filtering media, lining, inlet / outlet piping, etc.	Lump sum	3
03	Installation of timed irrigation pumps of 34 m <sup>3</sup> /d for the irrigation of the additional irrigation networks which will be installed (including el. Board).	Pcs	6 (3 duty + 3 standby)
04	Connection of the irrigation tank with new pumps (one in each farm).	Lump sum	3
05	Construction of a fully operational solar power system of 20 kWp (as specified) – one in each of the two farms	Lump sum	2
06	Connection of the solar power systems to the grid.	Lump sum	2
07	Construction of a fully operational solar power system of 20 kWp with batteries (as specified) – in one farm	Lump sum	1
08	Fencing around the constructed wetlands to avoid accidents after the completion of the works (one in each farm), including gate of 4m width.	Lump sum	3
09	Fencing around the solar power systems to avoid accidents after the completion of the works (one in each farm) – including gate of 4m width.	Lump sum	3
10	Supply and plantation of trees in the farms (per farm/total) * Mango Avocado Moringa Lemon or Orange Permanganate	Pcs	350/1050

	* The selection of the trees to be planted will be made after consulting with the farm owners and the GWP-Med representative		
11	Construction of irrigation network of 8 donum for the new trees (one in each farm)	Lump sum	3
12	Rehabilitation of the area of construction (remove materials that are not needed in the area for the operation of the interventions)	Lump sum	3
<b>C. Additional Equipment</b>			
01	Portable Moisture Meter	Pcs	3
<b>D. Licensees, Fees, Certificates</b>			
01	The Successful Contractor is responsible for all fees required for obtaining all approvals and permits required for the project including the GIS fees.	Lump sum	a.a.

- 1.5. The Contracting Authority may order additional services or ask for amendments, alterations of services already agreed with the Contractor, or give instructions to the Contractor which result in an amendment, alteration, reduction or extension of the services already agreed with the Contractor. In such case, the amended, altered, reduced or extended services must be expressly specified in an addendum and the possible impact of the Contracting Authority's orders or instructions on the fees to be paid to the Contractor must be expressly agreed by and between the Parties in the Addendum before the services are performed. In any case, the value of any additional services requested cannot exceed the 50% of the current contract's value" and should at all times be under the corresponding procurement method threshold.

## 2. Payment of Fees

The Contracting Authority shall pay the fees agreed with the Contractor as indicated in the Contractor's financial offer and for a maximum amount of: **[please insert value]** ( **[please insert value in words]** ) Including VAT and any other Tax or Fee that should apply for any reason. The amount includes any other Tax or other levies applied for any reason by the competent authorities in the Contractor's country of registration.

It is agreed that the final total amount will be determined upon measuring of the total works performed.

- 2.1. The Contractor shall be entitled to invoice the Contracting Authority based on the confirmation by the Contracting Authority of deliverables as laid on the following schedule:

Task	Deliverable	Payment	Scheduled
Advance payment upon contract signatory	presentation of two performance guarantees: First performance guarantee equal with 20% of the amount of the advance payment, with a duration equal to the duration of the works and the Second performance guarantee equal with 10% of the amount of the advance payment, with a duration equal to the duration of the works plus 3 months (The first Performance Guarantee shall be released within 30 days from the completion of works to the satisfaction of GWP-MED and the second performance guarantee shall be released within 3 months from the completion of works to the satisfaction of GWP-MED. Any performance guarantee issuance expenses bear's the successful participant.	30%	[Date]
70% payment upon satisfactory completion of the works (	Written Acceptance of works Performed)	70%	[Date]

- 2.2. The Contractor will issue two Invoices prior to the payment. The Contractor's invoices, 2 in total, shall be paid by the Contracting Authority within 20 days of the issue date. Invoices should be issued against:

**MIO-ECSDE**  
**Host Institute for the GWP-Med**  
**Tax Registr. No : EL097813422**  
**12, Kyristou St. 105 56 Athens, Greece**  
**Attn : Prof. Michael J. SCULLOS**

Payments will be made to the Bank account with details given below:

Bank Name :  
Currency :  
Bank Address :  
Postal Code : City: Country:  
SWIFT Code :

IBAN No :

Account No :

Bank Account Holder Name:

### 3. Warranties and liability

The Contractor warrants to the Contracting Authority that the service will be provided using such care and skills as is customary for the provision of similar services on the Contracting Authority's country. The service will be provided in accordance with the specification agreed, and at the intervals and within the times expressly agreed in Article 1.4 The Contracting Authority does not recognize or accepts any Legal Civil or other Liability or damage caused to any third party, due to Contractor's actions, malfunctions or other mishandlings. The Contractor is solely responsible to take all health and safety measures during performance of the tasks and remains solely liable towards his employees and sub-contractors for any accident and/or damage, including to health or property (private or public).

#### The Contractor

1. Offers presentation of two performance guarantees:
  - a. First performance guarantee equal with 20% of the the amount of the advance payment, with a duration equal to the duration of the works and the
  - b. Second performance guarantee equal with 10% of the amount of the advance payment, with a duration equal to the duration of the works plus 3 months (The first Performance Guarantee shall be released within 30 days from the completion of works to the satisfaction of GWP-MED and the second performance guarantee shall be released within 3 months from the completion of works to the satisfaction of GWP-MED. Any performance guarantee issuance expenses bear's the successful participant. In case of an extention to the duration of the contract, an extention of the Performance Guarantee, for equal time, has to be produced by the Contractor.
2. Is liable to a deduction of €100 per day, for every day of delay, including Sundays and public holidays, up to a maximum of 10% of the contracted amount in case there are delays in the execution
3. Offers gurantee for:
  - a. all works and equipment against manufacturing defects for one year. Additionally, and during the warranty period, the Contractor shall periodically depute to the plant site his trained maintenance and operation staff will periodically visit the plant to guarantee the correct plant operation.
  - b. PV Modules

The warranty for module defects after installation should be at least 10 years.  
The Successful Contractor shall provide a manufacture power guarantee for all PV modules that will be installed with their serial numbers that guarantees that the loss of the output is not more than 10% during the first 10 years and up to 20% in total after 25 years. The warranty must state that the malfunctioning solar photovoltaic module must be exchanged by the manufacturer. The replacement solar module must be identical to, or an improvement upon, the original design of the malfunctioning solar module.
  - c. PV Mounting Structures
    - Manufacturer's warranty should be at least 10 years.
    - Anti-corrosion guarantee from the weather conditions
  - d. On- Grid Inverters

Warranty after installation should be for 5 years at least for the inverters. The warranty must state that the malfunctioning inverter must be exchanged by the manufacturer. The replacement inverter must be identical to, or an improvement upon, the original design of the malfunctioning inverter.

#### **4. Term, termination and consequences of termination**

4.1 This contract shall take effect on the date of its signature by both parties or, if signatures do not occur simultaneously, when the latest signature is given. Unless sooner terminated pursuant to Articles 4.2 or 4.3, this contract shall continue for a period of three (3) months following the completion of works to the satisfaction of GWP-MED and no sooner than the release of the total amount of the Performance Guarantee.

4.2. Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of this contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed. For the purposes of the present sub-clause, a breach of any provision of this contract shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.

4.3 The termination of this contract for any reason shall not affect:

4.3.1 Either party's accrued rights, remedies or liabilities including payments due at the effective date of termination; or

4.3.2 The coming into force or the continuance in force of any provision of this contract which is expressly or by implication intended to come into or continue in force on or after termination.

#### **5. Confidentiality – Protection of Personal Data**

5.1 Both parties understand and acknowledge that, by virtue of the present contract, they may both receive or become aware of information belonging or relating to the other party, its business, business plans, affairs or activities, which information is confidential and proprietary to the other party and/or its Contractors and/or customers and in respect of which they are bound by a strict duty of confidence ("Confidential Information").

5.2 In consideration of such Confidential Information being disclosed or otherwise made available to either party for the purposes of the performance of the present contract, both parties hereby undertake that they will not at any time, either before or after the termination of the present contract, and either directly or indirectly, disclose, divulge or make unauthorized use of any Confidential Information, except to the extent to which such Confidential Information:

5.2.1 Is publicly known at the time of its disclosure or being lawfully made available to them;

5.2.2 After such disclosure or being made available to them, becomes publicly known otherwise than through a breach of this undertaking;

5.2.3 Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by one of the Parties, provided that, where practicable, the other party is given reasonable advance notice of the intended disclosure.

5.3 Upon request of earlier termination or the termination of this contract, each party shall return to the other all documents or records in any medium or format containing any Confidential Information which was shared for the purposes of this contract

5.4 Finally, both Parties are committed to handling personal data according to the provisions of the applicable (E.U. 2016/679 GDPR) GDPR legislation.

## **6. Force majeure – excuse for non-performance**

6.1 “*Force majeure*” means war, emergency, accident, fire, earthquake, flood, storm, traffic strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or overcome it or its consequences.

6.2 A party affected by *force majeure* shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any *force majeure* of which it has notified the other party in accordance with Article 6.3. The time for performance of that obligation shall be extended accordingly, subject to Article 6.4.

6.3 If any *force majeure* occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under this contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

6.4 If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of one month, the Parties shall negotiate in good faith, and use their best endeavors to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 30 days, the other party shall be entitled to terminate this contract by giving written notice to the party affected by the force majeure.

## **7. Change of circumstances (hardship)**

7.1 Where the performance of this contract becomes more onerous for one of the Parties, that party is nevertheless bound to perform its obligations subject to the following provisions on change of circumstances (hardship).



7.2 If, however, after the time of conclusion of this contract, events occur which have not been contemplated by the Parties and which fundamentally alter the equilibrium of the present contract, thereby placing an excessive burden on one of the Parties in the performance of its contractual obligations (hardship), that party shall be entitled to request revision of this contract provided that:

7.2.1 The events could not reasonably have been taken into account by the affected party at the time of conclusion of this contract;

7.2.2 The events are beyond the control of the affected party; and

7.2.3 The risk of the events is not one which, according to this contract, the party affected should be required to bear.

7.3 Each party shall in good faith consider any proposed revision seriously put forward by the other party in the interests of the relationship between the Parties.

7.4 If the Parties fail to reach agreement on the requested revision within 30 days a party may resort to the dispute resolution procedure provided in Article 14. The court shall have the power to make any revision to this contract that it finds just and equitable in the circumstances, or to terminate this contract at a date and on terms to be fixed.

## **8. No partnership or agency**

Nothing in this Contract shall (i) be deemed to constitute a partnership in law between the Parties, (ii) constitute either party the agent of the other for any purpose or (iii) entitle either party to commit or bind the other (or any member of its respective group) in any manner.

## **9. Assignment and subcontracting**

9.1 This Contract is dedicated to the Parties and neither party shall without the prior written approval of the other:

9.1.1 Assign, mortgage, charge or otherwise transfer or deal in, or create any trust over, any of its rights; or obligations under this contract to another individual person or Legal entity.

9.1.2 Subcontract or otherwise delegate the whole or any part of its rights or obligations under this contract to another individual person or Legal entity.

## **10. Notices**

10.1 Any notice under this contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party as specified in Article 10.2 below in a manner that ensures receipt of the notice can be proved.

10.2 For the purposes of Article 10.1, notification details are the following:

– **For the Contracting Authority:**

**( [please insert] )**

GWP-Med - c/o MIO-ECSDE  
12 Kyrristou str. 105 56 Athens, Greece

email: ( [please insert value in words] )

– For the Contractor:

[Please insert]

[Please insert]

### **11. Entire agreement**

This contract sets out the entire agreement between the Parties. Neither party has entered into this contract in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in this contract. This Article shall not exclude any liability for fraudulent misrepresentation in accordance with Article 6.4

### **12. Effect of invalid or unenforceable provisions**

If any provision of this contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this contract shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded this contract. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

### **13. Dispute resolution**

Any dispute, controversy or claim arising out of or relating to this contract, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts of Athens, Greece which will have exclusive jurisdiction.

### **14. Applicable law and Language of the Contract**

This Contract is being drawn up in English language. Greek Law applies to the Contract.

By signing this document, the Contractor confirms that they have read and are aware of the contracting Authorities values & policies as presented in MIO-ECSDE's webpage at <https://mio-ecsde.org/about-us/our-accountability/> .

Additionally, the Parties agree to respect the applicable laws on (a) the protection of women and children; (b) equal treatment, and prohibitions on discrimination, abuse, and harassment; (c) freedom to form or to join a union, freedom of association and representation; (d) prohibition of hard labour; (e) environmental security and protection; (f) sanitation and hygiene; (g) wages, social security, tax (in particular, employee income tax withholding); all of the above, especially, with respect to any persons employed for the purposes of this Agreement.

DATE AND SIGNATURE OF THE PARTIES

**Contracting Authority:**

Signed by:  
**Prof. Michael Scoullos**  
**Chairman GWP-Med**  
**Chairman MIO-ECSD**

Being fully authorized by and acting on  
behalf of  
*Official stamp*.....

Date: .....

**Contractor:**

Signed by:  
[Please Insert]

Being fully authorized by and acting  
on behalf of [Please Insert] *Official*  
*stamp*.....

Date: