

**Refilling, loading, offloading and transporting gas cylinders for Al-Hol and Roj Camps in NES
(R1. SYRIA-2019-089)**

Scope of Work

**Loading, Transportation, Offloading and Delivery of 23.5Kg Size Propane Cooking Gas Cylinders,
for al-Hol and Roj Camps**

Scope of Work:

- 1- This contract shall be for starting date of contract through September 30, 2020 for Al Hol and Roj camps.
- 2- The contractor is responsible to load, transport and offload refilled propane cooking gas cylinders of 23.5 kg size, for al-Hol and Roj and camps, in al-Malikiyyeh, al-Hasakeh, Syria.
- 3- The contractor must provide acceptable refilled gas cylinders of 23.5 kg size, in conformity with the valid Syrian standards specifications for cooking gas.
- 4- The contractor is responsible to provide adequate number of laborers to load the empty gas cylinders in the 2 camps, provide transport trucks, and offload the empty gas cylinders at the factory. The contractor is further responsible to load the refilled gas cylinders, transport them to the 2 camps and offload them in each one of the 2 camps, as directed by the Our Organization team.
- 5- The contractor shall deliver the required quantities of refilled gas cylinders to each camp on Sunday from every two week and as instructed by Our Organization team.
- 6- The contractor must strictly adhere to the Our Organization supply requests, in terms of date/time of supply, quantities and destinations.
- 7- If need be, the contractor may be asked to assign a Representative at each camp to deal with the Our Organization teams and provide adequate number of staff, laborers, affiliates, personnel and/or agents to undertake gas cylinders delivery process as directed by the Our Organization team.
- 8- The contractor must take care of all local authorities' letters, permits, memos and approvals whatsoever. Our Organization shall undertake no responsibility at all to secure any kind of local authorities' approvals and/or permits.
- 9- The contractor shall be solely responsible for the security and safety of his staff members, laborers, affiliates, personnel and/or agents. To this effect, he is responsible to strictly adhere to the Syrian labor safety regulations and requirements.
- 10- The contractor must provide adequate numbers of fire extinguishers, first aid kits and any other needed medical items, to use them in the event of an incident.
- 11- The contractor shall be solely liable in case of any kind of diseases, damages, injuries and/or death that may occur to his staff members, laborers, affiliates, personnel and/or agents, as direct and/or indirect result of implementation of this contract.
- 12- The contractor shall be solely liable in case of any kind of diseases, damages, injuries and/or death that may occur to any third party, as direct and/or indirect result of implementation of this contract.
- 13- Our Organization shall only pay the contractor for the quantities of gas cylinders which have been actually accepted by Our Organization and provided by the contractor in an adequate manner and timely fashion.

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- 14- Our Organization shall settle the contractor's accounts at the end of each month after at least 10 days of receiving a proper invoice and all adequate financial papers.
- 15- In case the contractor is in possession of a bank account with a reliable bank within the Kurdistan Region of Iraq's territories, then the contractor's entitlements shall be paid through a wire transfer to his own bank. In case the contractor does not maintain a bank account within the Kurdistan Region of Iraq's territories, then the contractor's entitlements shall be paid through cash transfer to Syria, as advised by the contractor. Our Organization shall bear the costs of any commission arising from such cash transfers to Syria.
- 16- The contractor must deposit an amount that is equivalent to 10% of the contract's value. In case the contractor unjustifiably ceases the work or decides to early terminate the contract, then Our Organization shall keep the deposited amount as compensation of the damages Our Organization may suffer in result of the contractor's action.
- 17- In case the contractor is late in his performance, then Our Organization has the right to impose a penalty that is equivalent to a certain amount of the total contract value for each 1 day of delay.
- 18- The contractor should weigh his empty trucks before loading the refilled gas cylinders, then he must weigh the trucks after loading the refilled gas cylinders. This process must be maintained by the contractor before each shipment is delivered to the camps, in addition to handing over the weight-bills to Our Organization employees in each camp; to determine the net load weight and number of gas cylinders delivered each time.
- 19- The contractor will be responsible for any accident/incident that may occur during the download or offload as a result of the misconduct of his staff members, laborers, affiliates, personnel and/or agents.
- 20- The contractor's staff members, laborers, affiliates, personnel and/or agents shall not, under any circumstances, open the gas cylinders, whether filled or empty, during the loading and unloading operations and the contractor will be responsible for any breach of this clause.
- 21- During the uploading process of the empty cylinders from Our Organization warehouses, the contractor must each time make sure and sign on an official letter confirming that all the uploaded empty cylinders are Syrian standard cylinders and that no Iraqi or Turkey standard cylinders are exist among the empty cylinders, and this before sending them to the factory for refilling.
- 22- The contractor shall guarantee that the cooking gas cylinders remain usable for 90 days from the date of delivery to Our Organization. In case one or more gas cylinders become empty during the above-mentioned period, Our Organization shall deduct the value of the empty cylinders from the contractor's entitlements