



S 2000 S

SUPPLEMENTARY CONDITIONS FOR THE SUPERVISION OF ERECTION OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

DELIVERED IN ACCORDANCE WITH S 2000

Brussels, August 2000

PREAMBLE

1. These Supplementary Conditions shall supplement the Orgalime S 2000 General Conditions when the parties agree in writing or otherwise thereto.

THE SUPPLIER'S OBLIGATIONS

2. The Supplier shall, upon notification in accordance with Clause 4 from the Purchaser, provide the services of one or more competent supervisors

a) to give to the Purchaser or his site representative mentioned in Clause 12 of these Supplementary Conditions the necessary instructions for the erection of the Product and, if provided in the contract, for its commissioning by the Purchaser;

and

b) to supervise the manner in which the Supplier's instructions are carried out.

The number and qualifications of the Supplier's staff, and the estimated duration of erection, shall be agreed separately.

The Supplier's obligation ceases if he has not received such notification from the Purchaser within one year of delivery according to S 2000.

THE PURCHASER'S OBLIGATIONS

3. Erection will be carried out by the Purchaser, who shall, at his own expense, provide the skilled and unskilled labour, all equipment and everything necessary for the erection of the Product.

NOTIFICATION OF READINESS OF THE SITE

4. The Purchaser shall give the Supplier at least one month's notice of the date at which the site will be ready for the work and the commencement of supervision.

LOCAL LAWS AND REGULATIONS

5. The Purchaser shall in due time provide the Supplier with such information concerning local laws and regulations as is necessary for the proper execution of the Supplier's obligations.

The Supplier shall ensure that his staff complies with these laws and regulations.

WORKING CONDITIONS

6. The Purchaser shall ensure that the following conditions are satisfied:

a) The supervision shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision is started and shall be maintained during the time of supervision.

b) The Supplier's staff shall be able to obtain suitable and convenient board and lodging in the neighbourhood of the site and shall have access to canteen facilities, internationally acceptable hygiene facilities and medical services.

c) The Purchaser shall make available to the Supplier free of charge necessary storage facilities, providing protection against theft and deterioration of the personal effects of the Supplier's staff.

d) The Purchaser shall make available to the Supplier sufficient offices on the site, equipped with telephone and fax facilities.

SAFETY REGULATIONS

7. Before commencement of supervision, the Purchaser shall notify the Supplier of all relevant safety regulations in force at the site and the Supplier shall secure the observance of such safety regulations by his staff.

8. If a breach of these regulations by the Supplier's staff come to the notice of the Purchaser, he may require them to be noted forthwith in the site register which the Supplier is obliged to keep in accordance with Clause 12.

9. The Supplier shall inform the Purchaser of any special risks which the execution of the erection may entail.

SUPERVISION PAID FOR ON A TIME BASIS

10. Where the Parties have agreed that supervision shall be paid for on a time basis, the following shall apply:

10.1. The rates to be paid by the Purchaser are those stipulated in the contract. These rates shall be paid from the date of departure from the Supplier's premises until the date of return, including non-working days and for the time needed for preparation and formalities incidental to the outward and homeward journeys.

10.2. Payment shall be made against monthly invoices concerning the supervision carried out. Payment shall be made within 30 days from the date of the invoice.

10.3. The following items shall be separately charged:

a) All travelling expenses incurred by the Supplier in respect of his staff and the transport of their equipment and personal effects using the means and class of travel specified in the contract.

b) Cost of board and lodging and other living expenses, including any appropriate allowances, of the Supplier's staff for each day's absence from their homes, including non-working days.

c) Overtime and work on locally recognised days of rest and local public holidays and outside normal working hours will be charged at special rates. The rates shall be as agreed in the contract, or, failing agreement, as normally charged by the Supplier.

d) Time necessarily spent on daily travel between lodgings and the site if it exceeds half an hour each way.

e) Any costs incurred by the Supplier in accordance with the contract, in connection with the provision of equipment by him, including where appropriate a charge for the use of the Supplier's own heavy equipment.

f) Any taxes or dues levied on the invoice and payable by the Supplier or his staff in the country where supervision takes place.

SUPERVISION PAID FOR BY A LUMP SUM

11. Where the Parties have agreed that the supervision shall be paid for on the basis of a lump sum, and the lump sum is not included in the price for the Product, the following shall apply :

11.1. The payment shall be made against invoices: of 10% at the signature of the contract, of 30% at the notification according to Clause 4, and the remaining part when the supervision has been finished.

11.2. If the lump sum is included in the price for the Product, Clause 18 of S 2000 shall apply unless otherwise agreed.

11.3. The quoted lump sum price shall be deemed to include all the items mentioned in Clause 10.3. a) to d). If the supervision is delayed due to a cause for which the Purchaser or any contractor other than the Supplier is responsible, the Purchaser shall compensate the Supplier for:

- a) extra work resulting from the delay,
- b) waiting time and time spent on extra journeys to and from the site;
- c) costs as a result of the Supplier having to keep his equipment at the site for a longer time than expected;
- d) additional costs for journeys and board and lodging for the Supplier's staff;
- e) other documented costs incurred by the Supplier as a result of changes in the supervision programme.

SITE REPRESENTATIVES AND SITE REGISTER

12. Each of the parties shall by written notice appoint a representative to act on their behalf during the supervision. Such appointment shall be made at the latest on the date of notification under Clause 4.

Unless otherwise specified in the contract, they shall be authorised to act on behalf of their respective parties in all matters concerning the erection work and the supervision.

Wherever these Supplementary Conditions stipulate that written notice shall be given, the representative shall be authorised to receive such notice on behalf of the party he represents.

The Supplier shall keep a site register in which he shall note all works carried out and problems encountered. This site register will be completed and signed daily by the representatives of the parties.

The representatives shall be authorised to sign the site register.

WORK NOT COVERED BY THE CONTRACT

13. The Purchaser shall not be entitled to use the Supplier's staff to perform any work not covered by the contract without the previous written consent of the Supplier.

SUSPENSION OF SUPERVISION

14. The Supplier shall be entitled without prior notice, to suspend the supervision and withdraw his staff, if an invoice is not paid at the due date.

15. If the erection work is suspended for a cause for which the Supplier is not responsible:

- a) the Purchaser is entitled to send home the Supplier's staff, provided he pays the expenses resulting therefrom;
- b) the Supplier is entitled to recall his staff at the expense of the Purchaser if the suspension of erection work exceeds a period of one month.

If the Supplier's staff is sent home or recalled, the contract is not terminated and its performance is merely suspended until the Purchaser has required the return of the Supplier's staff to the site by giving at least one month's notice or as may be agreed.

If the suspension of the erection work last longer than three months the Supplier is entitled to terminate the supervision contract.

SUPPLIER'S LIABILITY

16. Defects in the Product and damage to property caused by the Products shall be regulated according to the provisions of Clauses 22-38 of the S 2000 Conditions, even if such defects or damage is caused by the Supplier during the supervision.

17. If it is shown by the notices in the site register or otherwise proved by the Purchaser that the Supplier has failed, to perform his obligations in accordance with Clause 2, or has failed to use proper skill, care and diligence in carrying out the said obligations, thereby causing the cost of erection to be increased, the Purchaser shall be entitled to claim compensation for such extra cost.

18. The Supplier shall make good any damage to the Product occurring during supervision and erection. The Supplier shall be reimbursed the costs thereof unless the damage is caused by his negligence.