**Syria Recovery Trust Fund**

**Standard Bidding Document**

**for the**

**Procurement of Works**

**(Small Works)**

**by**

**National Competitive Bidding**

June, 2014

**Foreword**

This Bidding Document should be used where simple and small works are required valued at less than the equivalent of EUR 2 million under NCB procurement methods.

**Bidding Document**

**for the**

**Procurement of**

***[insert identification of the Works]***

**Implementing Entity:** *[name of Implementing Entity or Purchaser]*

**NCB No:** *[insert NCB number]*

**Project:** *[insert name of Project]*

**Bidding Document Issued on:** *[Insert date of Issue]*

**Bidding Document**

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**Section 1 Instruction to Bidders**

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|  |  |  |
| --- | --- | --- |
| **Scope of Bid and source of funds** | **1.1**. | The Employer as defined in the Contract Data, invites bids for the construction of Works, as described in the Contract Data by National Competitive Bidding (NCB). The name and identification number of the Contract is provided in the Contract Data. |
|  | **1.2** | The successful Bidder will start the Works and be expected to complete the Works at the sites by the Required Completion Date specified in the Contract Data. |
|  | **1.3** | The Recipient (hereinafter called “Recipient”) **specified in the BDS** has received financing (hereinafter called “funds”) from the Syria Recovery Trust Fund (hereinafter called “SRTF”) through SRTF Yönetim Hizmetleri A. Ş., Turkey (translated: SRTF Management Services JSC) (hereinafter called “Syria A.S.”) toward the cost of the project named in the BDS. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued. |
| **Eligibility and Qualification of the Bidder** | **2.1** | A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions herewith specified. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Services or Goods.  Bidders may submit bids, if none of the following reasons for exclusion apply:   (i) Participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor supporting the SRTF. The list of Donors supporting the SRTF is included in the BDS. ; or  (ii) the bidder is or was involved as a consultant in the preparation or implementation of the Project. The same applies to an enterprise or an individual that is closely connected to the bidder under a company group or a similar business link , or to several enterprises or individuals associated correspondingly; or   (iii) the bidder is legally barred from the procurement process in its own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition; or  (iv) the bidder or sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the Implementing Entity in the host country.  (v) A Bidder and its subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.  In the implementation of the project a Bidder must adhere to minimum social standards ("Core Labour Standards") ratified by Syria. |

|  |  |  |
| --- | --- | --- |
|  | **2.2** | To qualify for award of the Contract, bidders shall meet the following minimum requirements:   1. Annual turnover in at least two year within the last five years of at least the amount specified in the Bid Data Sheet;   experience as prime contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last five years (to comply with this requirement, works cited should be completed – taken over - in the last five year);  b). demonstrated capacity to have the availability (own, lease, hire, etc.) of the essential equipment listed in the Bid Data Sheet; and  c). an experienced Contract Manager. |
| **One Bid per Bidder** | **3.1** | Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract. |
| **Cost of Bidding** | **4.1** | The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer and the recipient will in no case be responsible or liable for those costs. |
| **Site Visit** | **5.1** | The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense. |
| **Contents of Bidding Documents** | **6.1** | The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:  Section 1 Instruction to Bidders 2 Conditions of Contract 3 Forms of Bid and Qualification 4 Bid Data Sheet 5 Contract Data 6 Specifications 7 Drawings 8 Bill of Quantities or Activity Schedule for lump sum contracts |
| **Clarification and Amendments of Bidding Documents** | **7.1** | A prospective bidder may request the Employer in writing for clarification of the bidding documents. The Employer shall respond to such requests if he receives them 15 days prior to the deadline for the submission of bids. The Employer shall also publish his response on the SRTF web site (SRTFfund.org) without identifying the originator of the request. Similarly, prior to the submission of the deadline, the Employer may modify the bidding documents by issuing addenda. |
| **Language of Bid** | **8.1** | All documents relating to the Bid and contract shall be in the language specified in the Contract Data |
| **Documents Comprising the bid** | **9.1** | The Bid submitted by the Bidder shall comprise the following:   1. the Bid (in the format indicated in Section 3);   b) priced Bill of Quantities or priced Activity Schedule;  c) qualification Information Form and Documents; and  d) any other materials required to be completed and submitted by bidders, as specified in the Bid Data Sheet. |
| **Bid Prices** | **10.1** | The Contract shall be for whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities or priced Activity Schedule for lump sum contracts submitted by the Bidder. The type of contract (unit price based on Bill of Quantities or lump sum based on Activity Schedule) will be specified in the Bid Data Sheet |
|  | **10.2** | The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities (for lump sum contracts, described in the drawings and specifications listed in the Activity Schedule). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule. |
|  | **10.3** | All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder (for lump sum contracts, “the rates and prices” are not applicable). |
|  | **10.4** | The rates and prices (or the lump sum price) quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account. |
| **Currency of Bid and Payment** | **11.1** | Prices shall be quoted in the currency specified in the Bid Data Sheet. |
| **Bid Validity** | **12.1** | Bids shall remain valid for the period specified in the Bid Data Sheet. The Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by fax/e mail. A Bidder may refuse the request in which case he may withdraw his bid without penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid. |
| **Format and Signing of Bid** | **13.1** | The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 9 of these Instructions to Bidders, with the Form of Bid, and clearly marked “**ORIGINAL**”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bid Data Sheet, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail |
|  | **13.2** | The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid. |
|  | **13.3** | The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid. |
| **Sealing and Marking of Bids** | **14.1** | The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”. |
|  | **14.2** | The inner and outer envelopes shall   1. be addressed to the Employer at the address provided in the Bid Data Sheet; 2. bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and 3. provide a warning not to open before the specified time and date for Bid opening as defined in the Bid Data Sheet. |
|  | **14.3** | In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 16.1. |
|  | **14.4** | If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. |
| **Deadline for Submission of Bids** | **15.1** | Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bid Data Sheet. |
|  | **16.2** | The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 7, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline. |
| **Late Bids** | **16.1** | Any Bid received by the Employer after the deadline prescribed in Clause 15 will be stored in the premises of the employer. A duly authorised person representing the bidder may have it given back. |
| **Bid Security** | **17.1**  **17.2** | The Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration, as specified in BDS.  If one is required, the Bid Security shall be  in the form of a bank guarantee from a reputable banking institution, located inside or outside the Employer’s Country. It should be substantially in accordance with the form of Bid Security included in Section III or other form approved by the Employer. It should remain valid for a period of 608 days beyond the validity period of the bids. |
| **17.3**  **17.4**  **17.5**  **17.6** | Any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer. The Bid Security or Bid Securing Declaration of a JV must be in the names of all partners as follows: JV consists of "------------" and "--------------" and "---------------" and "---------------".  The Bid Security or the Bid- Securing Declaration of unsuccessful Bidders shall be returned within 608 days after the date of expiration of the bid validity as prescribed in Clause 15.  The Bid Security or the Bid- Securing Declaration of the successful Bidder shall be returned upon signing the contract and furnishing of the required performance security.  The Bid Security may be forfeited or the Bid–Securing Declaration executed:   1. if a Bidder withdraws its bid during the period of bid validity; or 2. if a Bidder refuses to correct the Bid value in accordance with Clause 23; or 3. if the successful Bidder fails within the specified time to: 4. sign the Contract; or 5. furnish the required performance security . |
| **Modification and Withdrawal of Bids** | **18.1** | Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 15. |
|  | **18.2** | Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 14 and 15, with the outer and inner envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**”, as appropriate. |
|  | **18.3** | No Bid may be modified after the deadline for submission of Bids |
|  | **18.4** | Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bid Data Sheet or as extended pursuant to Sub-Clause 15.2 will result in the bidder being also disqualified from future bidding under SRTF funding for a period of one year. |
|  | **18.5** | Bidders may offer discounts, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission. |
| **Bid Opening** | **19.1** | The Employer will open the bids, including modifications in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in the Bid Data Sheet. The Bidders’ names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Employer at the opening. |
| **Process to Be Confidential** | **20.1** | Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed until the award to the successful Bidder has been announced. |
| **Clarification of Bids** | **21.1** | To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid. The request for clarification and the response shall be in writing or by fax/e mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22. |
| **Examination of Bids and Determination of Responsiveness** | **22.1** | Prior to the detailed evaluation of bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the bidding documents. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. |
|  | **22.2** | If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. |
| **Correction of Errors** | **23.1** | Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:   1. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and 2. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; 3. if a bidder refuses to accept the correction his bid will be rejected, and the bidder disqualified from future bidding for a period of one year. |
| **Evaluation and Comparison of Bids** | **24.1** | The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 21. |
|  | **24.2** | In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:   1. making any correction for errors pursuant to Clause 23; 2. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 18.5. |
|  | **24.3** | The Employer may waive any minor informality or non-conformity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation. |
| **Award Criteria** | **25.1** | Subject to Clause 27, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been qualified in accordance with the provisions of Clause 2. |
| **Performance Security** | **26.1** | Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the Contract Data and in the form of a Bank Guarantee stipulated in the Contract Data. |
| **26.2** | The Bank Guarantee shall be issued either:   1. at the Bidder’s option, by a bank located in the country of the Employer or by a foreign bank acceptable to the Employer through a correspondent bank located in the Employer’s country; or 2. directly from a foreign bank acceptable to the Employer. |
| **26.3** | Failure of the successful Bidder to comply with the requirements of Sub-Clause 26.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. |
| **Employer’s Right to Accept any Bid and to Reject any or all Bids** | **27.1** | Notwithstanding Clause 25, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action. |
| **Notification of Award and Signing of Agreement** | **28.1** | The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Condition of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). |
|  | **28.2** | The notification of award will constitute the first step for the formation of the Contract. |
|  | **28.3** | The Employer will send the successful Bidder the Agreement form provided in the bidding documents incorporating all agreements between the Employer and the successful Bidder. It will be sent to the successful Bidder within 15 days following the notification of award. Within 15 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer. |
|  | **28.4** | Upon receipt of the signed Agreement from the Bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful. |
| **Corrupt and Fraudulent Practices** | **29.1** | It is SRTF’s policy to require that Recipients, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under SRTF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[[1]](#footnote-1) In pursuance of this policy, SRTF:  (a) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;  (b) will cancel the portion of the financial support allocated to a contract if it determines at any time that representatives of the Recipient of the financial support engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to SRTF to address such practices when they occur. |
|  | **29.2** | The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |

**Section 2. Bid Data Sheet**

This section should be filled out by the Employer before issuance of the bidding documents

| **Instructions to Bidders (ITB) Reference** | **Bid Data** |
| --- | --- |
| **1.3** | The Recipient is  [insert the name of the Implementing Entity, as indicated in the Financing Agreement of the Project In cases when SRTF Yönetim Hizmetleri A. Ş., Turkey conducts the procurement process on behalf of the Implementing Entity, mention this and state ”At any rate the Employer is responsible and liable for the Employer’s obligations in the execution of any resulting contract” .  Incases, where the receiving organization differs from the Implementing Entity insert below the name of the receiving organization (beneficiary)]  The receiving organization is: [insert the name of the receiving organization ] |
| **2.1** | The list of Donors to SRTF on the date the invitation to bid has been issued is as follows: [insert the list of Donors to SRTF] |
| **2.2 a** | The minimum required annual turnover for the successful Bidder in at least two years within the last five years shall be at least *[insert figure]times the value of the proposed bid*  *.* |
| **2.2.b** | The essential equipment to be made available for the Contract by the successful Bidder shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert]*. |
| **2.2 c** | The contract manager must have at least five years’ experience in works of an equivalent nature and volume (to comply with this requirement, the contract manager must have managed at least two works of similar nature and volume) |
| **10.1** | This shall be a *[ “Unit Price Contract based on Priced Bill of Quantities” or “Lump Sum Contract* *based on priced Activity Schedule” ]. [Note: see guidance in Procurement Manual]* |
| **11.1** | The Bidder must express the bid price in EUR or in another freely convertible currency of any country with the exception of Syria. For evaluation and comparison purposes, the Employer shall convert all bid prices expressed in amounts in various currencies into an amount in EUR**,** using the selling exchange rates established by the European Central Bank and two weeks prior to the date of the dealine for submission of bids. |
| **12.1** | The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the Bid Data Sheet. |
| **13.1** | The number of copies of the Bid to be completed and returned shall be 3 copies. |
| **14.2a** | The Employer’s address for the purpose of Bid submission is *[insert the receiving address provided in the Invitation for Bids – if situation so requires, this may also be SRTF MU, Gaziantep, Turkey]*. |
| **14.2b** | The name and the identification number of the Contract is \_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **15.1 & 19** | The deadline for submission of bids hall be \_\_\_\_\_\_\_\_\_\_\_ *[insert time and date; date should be the same and the time, in no event, earlier than that given in the Invitation for Bids]*, and bids shall be opened at \_\_\_\_\_\_\_\_\_\_\_ at the same date and address. |
| **17.1** | Bid Security shall be *\_\_\_\_\_\_\_\_\_\_[insert value]* Euro Bid Security validity shall be until *[insert date which is 28 days beyond Bid validity period].* The Bidder must express the security exclusively in currencies that are freely convertible by the following Financial Institution [insert name of the selected Financial Institution, e.g. European Central Bank]. The exchange rate of the day the security is issued shall be used to determine the exchange rate. For calculation purposes, the Employer shall convert all bid securities expressed in amounts in various currencies into an amount in Euro**,** using the selling exchange rates established by the source and on the date the security has been issued. Minor mistakes in the value of the Bid Security, i.e. up to minus 2% of the expected value of the Bid Security will not determine the exclusion of the bidder  If for reasons not related to the Bidder a Bid Security cannot be provided by a Syrian bidder, a Bid Securing Declaration will be considered, provided the Bidder states the reasons as part of his Bid. |
| **26.3** | If, in case of a Syrian Contractor, such Contractor cannot arrange the Performance Security due to reasons not related to the Contractor, sub-clause 26.3 shall not apply. However mitigating measures taking into account the per cent of the retention moneys will be applied. |

**Section 3 Standard Forms**

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**Standard Form: Contractor’s Bid**

**Notes on Form of Contractor’s Bid**

The Bidder shall fill in and submit this Bid form with the Bid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[date]*

To : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of*

*[Employer}*

Address :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert*

*Address]*

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

We offer to execute the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and identification number of Contract]* in accordance with the Bidding Documents, including the Conditions of Contract accompanying this Bid for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[currency and amount in numbers and words]*

.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bid Data Sheet.

Authorized Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Standard Form: Qualification Information[[2]](#footnote-2)**

**Notes on Form of Qualification Information**

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in the Instruction to Bidders. This information will not be incorporated in the Contract.

1. **Individual Bidders** or Individual Members of Joint Venture

1.1. Constitution or legal status of Bidder *[attach copy]*

Place of registration:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal place of business:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Work performed as prime Contractor on works of a similar nature and volume of the last five years. Also list details of work under way or committed, including expected completion date (take over/provisional acceptance).

|  |  |  |  |
| --- | --- | --- | --- |
| Project name  and country | Name of client and contact person | Type of work performed and year of completion | Value of contract |
|  |  |  |  |
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|  |  |  |  |

1.3 Major items of Contractor’s Equipment proposed for carrying out the Works. List all information requested below

|  |  |  |  |
| --- | --- | --- | --- |
| Item of Equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
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1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract

|  |  |  |  |
| --- | --- | --- | --- |
| Position | Name | Years of experience (general) | Years of experience for proposed position/description of similar contracts carried out (including information about their volume) |
| Contract Manager |  |  |  |
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* 1. Proposed subcontracts and firms involved.

|  |  |  |  |
| --- | --- | --- | --- |
| Sections of the Works | Value of subcontract | Subcontractor (name and address) | Experience in similar work |
|  |  |  |  |
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**Form FIN – 3.1:** **Financial Situation and Performance**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**1. Financial data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial information in**  **(currency)** | **Historic information for previous** *\_\_\_\_\_\_\_\_\_years,*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  **(amount in currency, currency, exchange rate, EUR equivalent)** | | | | |
|  | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |

**Standard Form: Letter of Acceptance**

*[letterhead paper of the Employer]*

**Notes on Standard Form of Letter of Acceptance**

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 28 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date]

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name of the Contractor]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[address of the Contractor]

This is to notify you that your Bid dated \_\_\_\_\_\_\_\_\_\_\_ for the execution of the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name of the Contract and identification number, as given in the Contract Data] for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount in numbers and words and currency] , as corrected and modified in accordance with the Instruction to Bidders is hereby accepted by the Employer.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment: Agreement

**Standard Form: Agreement**

**Notes on Standard Form of Agreement**

The Agreement should incorporate any corrections or modifications to the Bid resulting from price corrections and price adjustment during the evaluation process as provided for the in the Instructions to Bidders.

**This Agreement,** made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

19 \_\_\_\_\_\_\_\_\_, between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Employer]* (hereinafter called “the Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

**Whereas** the Employer is desirous that the Contractor execute \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**Now with this Agreement witnesses** as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the

Said

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in

the presence of:

Binding Signature of Employer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Standard Form: Bid Security (Bank Guarantee)**

*[Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

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

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Purchaser]*

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

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under NCB No. *[NCB number]*.

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

At the request of the Bidder, 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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) sixty days after the expiration of the Bidder’s Bid.

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)]*

**Bid-Securing Declaration**

*[If a Bank Guarantee is not provided as Bid Security, the Bidder shall fill in this Form in accordance with the instructions indicated .]*

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

NCB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

2. We accept that we will automatically be suspended from being eligible for bidding in any contract financed by the Syria Recovery Trust Fund for the period of time of one year starting 90 days after the deadline for submission of the bids*,* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid 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 Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) sixty days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid 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 Bid Securing Declaration]*

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

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

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

**Standard Form: Performance Security**

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

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

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

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

**PERFORMANCE SECURITY No.:** *[insert Performance Security 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 to the special account maintained by Syria Recovery Trust Fund Management A.S. *[insert account details]* any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words] [insert currency] ),[[3]](#footnote-3) , 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 Taking-Over Certificate, 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],[[4]](#footnote-4) 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 ]*

**Section 4. Conditions of Contract**

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**Section 4. Conditions of Contract**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Definitions** | | | 1.1 | | Terms that are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Boldface type is used to identify defined terms. | |
|  | | |  | | **Activity Schedule** means the priced and completed schedule forming part of the Bid. | |
|  | | |  | | **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid. | |
|  | | |  | | **Compensation Events** are those defined in Clause 21 hereunder | |
|  | | |  | | **The Completion Date** is the date of completion of the Works as certified by the Employer, in accordance with Sub-Clause 28. | |
|  | | |  | | **The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. The name and identification number of the Contract is given in the Contract Data. | |
|  | | |  | | **The Contractor** is the person or corporate body whose Bid to carry out the Works has been accepted by the Employer. | |
|  | | |  | | The **Contractor’s Bid** is the completed bidding document submitted by the Contractor to the Employer. | |
|  | | |  | | The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. | |
|  | | |  | | **Dayworks** are additional, varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant. | |
|  | | |  | | **Days** are calendar days; months are calendar months. | |
|  | | |  | | **A Defect** is any part of the Works not completed in accordance with the Contract. | |
|  | | |  | | The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date. | |
|  | | |  | | **Drawings** include calculations and other information provided or approved by the Employer for the execution of the Contract. | |
|  | | |  | | The **Employer**, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works. The name of the Employer’s representative authorized to deal with the Contractor is also given in the Contract Data. | |
|  | | |  | | The **Project Manager** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. | |
|  | | |  | | **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works. | |
|  | | |  | | The **Initial Contract Price** is the Contract price listed in the Employer’s Letter of Acceptance. | |
|  | | |  | | The **Required Completion Date** is the date on which it is required that the Contractor shall complete the Works. The Required Completion Date is specified in the Contract Data. The Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order. | |
|  | | |  | | **Materials** are all supplies, including consumable, used by the Contractor for incorporation in the Works. | |
|  | | |  | | The **Site** is the area defined as such in the Contract Data. | |
|  | | |  | | **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer. | |
|  | | |  | | The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. | |
|  | | |  | | A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. | |
|  | | |  | | **Temporary Works** are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the Works. | |
|  | | |  | | A **Variation** is an instruction given by the Employer which varies the original Work requirement. | |
|  | | |  | | The **Works are** what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data | |
|  | | | 1.2 | | This shall be a “Unit Price Contract based on Priced Bill of Quantities”/”Lump Sum Contract” based on priced Activity Schedule”, as specified in the Contract Data. | |
| **Language and Law** | | | 2.1 | | The language of the Contract and the law governing the Contract are stated in the Contract Data. | |
| **Communications** | | | 3.1 | | Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. | |
| **Sub-contracting and other contractors** | | | 4.1 | | The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. Not more than 50% of the work may be sub-contracted. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer. | |
| **Personnel** | | | 5.1 | | The Contractor shall adhere to minimum social standards ("Core Labour Standards") ratified by Syria and employ the key personnel named in the Schedule of Key Personnel, to carry out the functions stated in the Schedule of other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule. | |
|  | | | 5.2 | | If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 72 hours and has no further connection with the work in the Contract. | |
| **Contractor’s Risks** | | | 6.1 | | From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) are Contractor’s risks, unless otherwise stated in this agreement. | |
| **Insurance** | | | 7.1 | | The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Contractor’s risks: | |
|  | | |  | | 1. loss of or damage to the Works, Equipment, Plant and Materials; 2. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and 3. personal injury or death. Third party liability. | |
|  | | | 7.2 | | Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for approval within 15 days of receipt by the Contractor of the Employer’s Letter of Acceptance. All such insurance shall provide for compensation required to rectify the loss or damage incurred. If the Contractor fails to provide the required certificates, the contract shall be considered as annulled. The said Contractor shall be disqualified from participating in bidding for contracts for a period of one year. However, the Employer at his discretion may decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the Contractor’s earnings. | |
|  | | | 7.3 | | Alterations to the terms of an insurance shall not be made without the approval of the Employer. | |
| **Contractor to Construct the Works** | | | 8.1 | | The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. | |
| **The Works to Be Completed by the Completion Date** | | | 9.1 | | The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Required Completion Date. | |
| **Safety** | | | 10.1 | | The Contractor shall be responsible for the safety of all activities on the Site. | |
| **Program** | | | 11.1 | | Within the time stated in the Contract Data, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The Contractor shall update the Program at intervals no longer than the period stated in the Contract Data. The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events. | |
| **Extension of the Completion Date** | | | 12.1 | | The Project Manager shall extend the Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Required Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost | |
| **Delays Ordered by the Project Manager** | | | 13.1 | | The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. Delays or suspension of work by the Project Manager which increase the Contractor’s costs shall be subject to equitable adjustments by the Employer. | |
| **Early Warning** | | | 14.1 | | The Contractor shall inform the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible. | |
|  | | | 14.2 | | The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager | |
| **Correction of Defects** | | | 15.1 | | The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. | |
|  | | | 15.2 | | Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice. | |
| **Uncorrected Defects** | | | 16.1 | | If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the Employer shall recuperate these amounts by deduction from the amounts due to the Contractor. | |
| **Bill of Quantities** | | | 17.1 | | The Bill of Quantities (for lump-sum Contracts entire Clause 17 shall be replaced with a new Clause as indicated in the Contract Data) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor. For Lump Sum contracts, payment activities schedule shall be listed. | |
|  | | | 17.2 | | The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work actually done at the rate of the Bill of Quantities for each item. | |
| **Changes in the Quantities** | | | 18.1 | | If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in Contract Data). | |
| **Payment Certificates** | | | 19.1 | | The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously. | |
|  | | | 19.2 | | The Project Manager shall check the Contractor’s executed work and certify the amount to be paid to the Contractor. | |
|  | | | 19.3 | | The value of work executed shall be determined by the Project Manager. | |
|  | | | 19.4 | | The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed. (For lump sum contracts, this Clause shall be substituted by a new Clause as indicated in the Contract Data). | |
|  | | | 19.5 | | The value of work executed shall include the valuation of Variations and Compensation Events. | |
| **Payments** | | | 20.1 | | Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made, up to the date when the late payment is made, at the rate of interest prevailing at the local banks for construction loans. | |
|  | | | 20.2 | | Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. | |
| **Compensation Events** | | | 21.1 | | The following shall be Compensation Events: | |
|  | | |  | | a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.  b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of Works on time.  c) The Project Manager instructs the Contractor to uncover or to carry out tests upon completed work, which is then found to have no Defects.  d) Other contractors, public authorities, utilities, or the Employer cause delay or extra cost to the Contractor.  e) The advance payment is delayed.  f) The Project Manager unreasonably delays issuing a certificate of completion. | |
|  | | |  | | If such an event occurs, then the Contract Price shall be equitably adjusted. | |
| **Tax** | | | 22.1 | | The Contractor is liable for all taxes in accordance with the laws of the Employer’s country. | |
| **Liquidated Damages** | | | 23.1 | | The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Required Completion Date, The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities. | |
| **Advance Payment** | | | 24.1 | | The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data after the Contractor has delivered to the site construction equipment and/or materials for initiating the work. | |
|  | | | 24.2 | | The Contractor is to use the advance payment only to pay for Equipment, materials and other expenses required specifically for carrying out the works. The Contractor shall demonstrate that advance payment has been used in this way by supply of copies of invoices or other documents to the Project Manager. | |
|  | | | 24.3 | | The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one half of the completion period. | |
| **Retention Moneys** | | | 25.1 | | An amount, specified in the Contract Data, will be retained from each payment to the Contractor to assure performance of the work. This money will be paid out to the contractor within 15 days of the issue by the Project Manager of the Defects Liability Certificate. | |
| **Dayworks** | | | 26.1 | | If applicable, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way. | |
|  | | | 26.2 | | All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done. | |
|  | | | 26.3 | | The Contractor shall be paid for Dayworks as work is performed subject to obtaining signed Dayworks forms. | |
| **Cost of Repairs** | | | 27.1 | | Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions. | |
| **Completion and Taking Over** | | | 28.1 | | The Contractor shall request the Project Manager to issue a certificate of completion of the Works, and the Project Manager will issue such a certificate when he determines that the work is satisfactorily completed. The Employer shall take over the site and the works within seven days of the Project Manager’s issuing of a certificate of completion. | |
| **Final Account** | | | 29.1 | | The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract by the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 15 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after is has been resubmitted , the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. | |
| **Termination-action** | | | 30.1 | | The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. | |
|  | | | 30.2 | | Fundamental breaches of Contract shall include, but shall not be limited to, the following: | |
|  | | |  | | 1. the Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;   b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 15 days; or agreement reached on payments due contractor for cost of delay;  c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;  d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager’s certificate;  e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 30 days determined by the Project Manager;  f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data. | |
|  | | | 30.3 | | When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other those listed under Sub-Clause 30.2 above, the Project Manager shall decide whether the breach is fundamental or not. | |
|  | | | 30.4 | | Notwithstanding the above, the Employer may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing. | |
|  | | | 30.5 | | If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within 15 days of the completion of the notice period. | |
| **Payment upon Termination** | | | 31.1 | | If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. | |
|  | | | 31.2 | | If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. | |
| **Property** | | | 32.1 | | All Materials and Construction Equipment on the Site, Plant, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default. | |
| **Release from Performance** | | | 33.1 | | If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached. | |
| **Resolution of Disputes** | | | 34.1 | | The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If after thirty (30) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a dispute arising out of this Contract, either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be stated in the Contract Data. | |
| **Performance Security** | | | 35.1 | | Where specified in the SCC a Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and Agreement and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Taking Over or provisional acceptance (i.e. when the construction is successfully completed and the defect liability period is going to start). . |
| **Corrupt and Fraudulent Practices, Financing Terrorism** | **36.1** | | It is SRTF’s policy to require that Recipients, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under SRTF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[[5]](#footnote-5) In pursuance of this policy, SRTF:  (a) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;  (b) will cancel the portion of the financial support allocated to a contract if it determines at any time that representatives of the Recipient of the financial support engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to SRTF to address such practices when they occur. | | | |
|  | **36.2** | | The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. | | | |
|  |  | |  | | | |
|  | **36.3** | | A Bidder and its subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU. | | | |

**Section 5. Contract Data**

| **Contract Clause Reference** | **Contract data** |
| --- | --- |
| **1.1** | The Employer is:  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Authorized Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Add if applicable]* Also in case Syria A.S. signs the Contract on behalf of and in the name of the Employer, the Employer is responsible and liable for the Employer’s obligations in the execution of the Contract.  The Project Manager is:  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Authorized Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.1** | The name and identification number of the Contract is  *[insert name and number as indicated in the Invitation for Bids, if any)]* |
| **1.1** | The Works consist of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[brief summary, including relationship to other contracts under the Project]*. |
| **1.1** | The Start Date shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.1** | The Required Completion Date for the whole of the Works shall be  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[If different dates are specified for completion of the Works by section, “sectional completion”, these dates should be listed here.]* |
| **1.1** | The Site(s) is located at:  1.  2.  3.  And is defined in drawing nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.2** | This shall be a “Unit Price Contract based on Priced Bill of Quantities”/”Lump Sum Contract based on priced Activity Schedule”. (Delete as appropriate; see guidance in Procurement Manual) |
| **2.1** | The language of the Contract documents is Arabic [Insert alternative language if required] |
| **2.1** | The law that applies to the Contract is the law of Germany with place of performance Gaziantep. |
| **7.1** | The minimum insurance covers shall be:  (a) Loss of damage to Works and Materials 115% of contract cost and the maximum deductible shall be US $ 10,000.  (b) Loss of damage to equipment 115% of equipment cost and the maximum deductible shall be US $ 10,000.  (c) Loss of damage to property (except the Works, Materials and Equipment in connection with the Contract): Not applicable.  (d) Personal injury or death (Third Party liability) US $ 20,000 for each case.  If due to reasons not related to the Contractor, a Contractor cannot arrange insurance as stated above, the Contractor shall submit a declaration to the Employer, that he shall be fully responsible for events otherwise to be covered under insurance. |
| **11** | The period for submission of the Program is 7 days from the date of signature of Agreement. The period between the Program update is 28 days. |
| **15** | The Defects Liability Period is 360 days. |
| **20** | Payments shall be made through direct payment from Syria A.S. or KfW as SRTF Trustee to a bank account of the Contractor. If in the case of a Syrian Contractor, bank transfer is impossible due to reasons not related to the Contractor, on an exceptional justified case by case basis, Syria A.S. may arrange for cash payment. In such cases no interest shall be calculated for late payments. |
| **21** | The Site Possession Date shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[If the Site is made available by section, the different dates should be listed here.]* |
| **23** | The liquidated damages for the whole of the Works are 0.1% of the final Contract Priceper day*.* |
| **23** | The maximum amount of liquidated damages for the whole of the Works is 10% percent of the final Contract Price. |
| **24** | The amount of advance payment will be *[amount or percent of the Final Contract Price; should not exceed 10 % due to absence of advance payment guarantee]* payable only when a Performance Security has been provided . |
| **25** | The amount of retention moneys will be 10% of each payment due to the Contractor  If a Syrian Contractor cannot arrange a Performance Security as per clause 35 for reasons not related to the Contractor, the amount of retention will be increased to 20 % of each payment, however, in this case, 50% of the retention moneys will be paid back to the contractor within 28 days from issuing the take over certificate. |
| **31** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works is 20%. |
| **34** | The place of arbitration is Gaziantep, Turkey. |
| **35** | A Performance Security is/is not required. *[delete as appropriate; should normally be required]*  The Performance Security amount is *[insert normally 10% of contract sum]* and is required in the form of a Bank Guarantee as per Standard Form in Bidding Documents.  If a Syrian Contractor cannot arrange a Performance Security for reasons not related to the Contractor, the amount of retention will be increased to 15 % of each payment |

**Section 6. Specifications**

Insert here the specifications for the Works. These may be annexed in a separate folder if they are too voluminous to be contained in here.

**Notes for the Preparation of Specifications**

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding documents. They should **not** be included in the final documents.

1. A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

2. Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the SRTF. Most specifications are normally written specially by the Employer to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

3. There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

**Section 7. Drawings**

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

**Section 8. Bill of Quantities**

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding documents. They should **not** be included in the final documents.

For lump sum contracts, the Bill of Quantities should be replaced with a “Schedule of Activities”

|  |  |  |
| --- | --- | --- |
| **Objectives** | 1 | The objectives of the Bill of Quantities are |
|  |  | (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and |
|  |  | (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed. |
|  | 2 | In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements , the layout and content of the Bill of Quantities should be as simple and brief as possible. |
| **Daywork Schedule** | 3 | A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following: |
|  |  | (a) A list of the various classes of labor, materials and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis. |
|  |  | b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor’s profit, overheads, supervision, and other charges. |
| **Provisional Sums** | 4 | A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities, which should be the same amount or same percentage for all Bidders. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Employer’s). |
|  | 5 | The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.  BoQ example |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **PRICE N°** | **TITLE** | **UNIT** | **ESTIMATED QUANTITIES** | **UNIT PRICE (currency)** | **AMOUNT (currency)** |
|  | **(b)** | **(c)** | **(d)** | **(e)** | **(f = d \* e)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | **<insert as many rows as you need to include the full BoQ>** |  |  |  |  |
|  |  |  |  |  |  |
| **Total amount of the works without contingencies** | |  |  |  |  |
| **Contingencies <insert 10%>** | |  |  |  |  |
| **Total** | |  |  |  |  |

**Section 8. Activity Schedule**

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents and should **not** be included in the final documents.

The “Activity Schedule” should be used for lump sum contracts only; a “Bill of Quantities” should be used for unit price (admeasurement) contracts

|  |  |  |
| --- | --- | --- |
| **Objectives** | 1. | The Activity Schedule ideally is a list of activities on a time frame basis with prices that reflect the scope and timing of the works. The purpose for the pricing is mainly to facilitate payment on an interim basis and secondly to facilitate valuation of any variation. In practice the time element is not addressed in the Activity Schedule for Lump Sum contracts and only lists scope elements and prices for those elements.  An Activity Schedule may contains Sub-Schedules, which are grouped according to the nature, location or timing of the work, as the following example  Schedule No. 1: Site Works  Schedule No. 2: Utilities  Schedule No. 3: Building A  Schedule No. 4: etc., as required;  (Daywork Schedule) and  Summary Activity Schedule.  For simple works one single activity schedule may suffice |
| **Daywork Schedule** | 2 | Since Lump Sum contracts should only be used for well defined quantifiable construction works, there is usually little reason for including a Daywork Schedule. However a Daywork Schedule, similar to that used for admeasurement contracts could be included if it is considered that some additional or varied works may be required during the construction phase. |
| **Provisional Sums** | 3 | Provisional Sums are not included in Activity Schedules for Lump Sum contracts however these may be inserted to provide funding for unknown/undefined works or expenditure that the Contractor is not in a position to price at time of tender e.g. for crop compensation, works in relocating services etc. in a similar manner to that used for admeasurement contracts. |

|  |  |  |
| --- | --- | --- |
| **Item N°** | **Activity****Description** | **Activity Cost** |
| Select currency |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
|  |  |  |

**Section 9. Environmental Issues**

*(describe, if applicable – if not applicable, delete this section)*

1. *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.* [↑](#footnote-ref-1)
2. Please note: in case of a joint venture submitting the bid, this form will have to be filled in by each member as well as in consolidated form for the joint venture. [↑](#footnote-ref-2)
3. *The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract.* [↑](#footnote-ref-3)
4. *Insert the date twenty-eight days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.”* [↑](#footnote-ref-4)
5. *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.* [↑](#footnote-ref-5)