**Syria Recovery Trust Fund**

**Standard Request for Quotations – Works**

**June 2014**

***[Use Implementing Entity Letterhead]***

**[Name of Implementing Entity]**

**[Project Management Address]**

**To: [Name and Address of Bidder]**

[Date]

Procurement Reference:
(Contract Identification No)

Dear Mr/Ms,

Project:

**Request** **for** **Quotations** **for** [**Subject of Procurement]**

The Implementing Entity indicated above invites your quotation for the Works described above. For the purposes of any resulting Contract the Implementing Entity or their named representative shall be the Employer.

The Implementing Entity has received financing from the Syria Recovery Trust Fund (SRTF) administered by the SRTF Yönetim Hizmetleri A. Ş., Turkey (translated: SRTF Management Services JSC) and intends to apply the proceeds of this financing to eligible payments under the contract for which this Request for Quotations is issued. This procurement process will be conducted in accordance with the shopping procurement method contained in the SRTF Operations and Procurement Manuals and the procedures described herein.

The Works required are described in detail in the Statement of Requirements.

**Preparation of Quotations:** You are requested to quote for the Works by completing, signing and returning:

1. the Quotation Submission Sheet;
2. the Activity Schedule;
3. the documents evidencing your eligibility, as listed below;

Documents Evidencing Eligibility: You are requested to submit copies of the following documents as evidence of your eligibility:

a). Valid trading licence or equivalent (unless impossible due to conditions in Syria: provide a sworn statement);

b). Valid certificate of registration or equivalent (unless impossible due to conditions in Syria; provide a sworn statement);

The standard forms in this RFQ may be retyped for completion but the Bidder is responsible for their accurate reproduction.

**Validity of Quotations:** The quotation validity required is \_\_\_\_\_\_\_\_\_\_ days.

**Sealing and marking of Quotations:** Quotations should be sealed in a single envelope, clearly marked with the Reference above, the name of the Bidder and Implementing Agency.

**Submission of Quotations:** Quotations should be submitted to the address below, no later than the date and time of the deadline below.

Date of deadline: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(day, month and year)*. Time of deadline: \_\_\_\_\_\_\_ (local time).

Submission address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Eligibility Criteria:** You are required to meet the following criteria to be eligible:

1. Have the capacity to enter into a contract ;
2. Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. You 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[[1]](#footnote-1). The list of Donors is <insert list of Donors to SRTF>; 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 contracting agency (Implementing Entity) in the host country and/or state controlled enterprises that are not legally or financially independent

(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.

d). For the execution you must comply with the Core Labour Standards ratified by Syria

**Currency:** Quotations may be priced in EUR or another freely convertible currency (no Syrian pounds). For evaluation quotations in another currency than EUR will be converted into EUR at the selling rate of the European Central Bank on the day of the deadline for submission.

**Best Evaluated Bid:** The best evaluated bid shall be the lowest priced quotation, which is eligible and technically compliant.

**Right to Reject:** The Implementing Entity reserves the right to accept or reject any quotation or to cancel the bidding process and reject all quotations.

Any resulting contract shall be subject to the Contract agreement and its annexes.

Any queries should be addressed to the Project Management at the address given above. Please prepare and submit your quotation or inform the undersigned if you will not be submitting a quotation

Yours sincerely,

**[Signature] Name and Position of Authorised Person]**

Quotation Submission Sheet

*[Complete this form with all the requested details and submit it as the first page of your quotation, with the documents requested above attached. Ensure that your quotation is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFQ prevail over any attachments. If your quotation is not authorised, it may be rejected.]*

|  |  |
| --- | --- |
| Quotation Addressed to (Implementing Entity): |  |
| Date of Quotation: |  |
| Procurement Reference Number: |  |
| Subject of Procurement: |  |

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we meet the eligibility criteria specified in this Request for Quotations.

The validity period of our quotation is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days/weeks/months from the time and date of the submission deadline.

We confirm that the prices quoted in the Activity Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The works will commence within \_\_\_\_\_\_\_\_\_\_ days/weeks/months from date of Contract.

The works will be completed within \_\_\_\_\_\_\_\_\_ days/weeks/months from date of Contract.

**Quotation Authorised By:**

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorised for and on behalf of: |  | *(DD/MM/YY)* |
| Company: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Statement of Requirements**

Scope of Works

Procurement Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Brief Description of Works** |  |
| **Location (Site) of Works** |  |
| **Commencement and completion periods required** |  |

Activity Schedule

#####  *[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]*

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.

##### Currency of Quotation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Description of Works** | **Unit rate including any applicable tax** (where appropriate) | **Total Price including any applicable tax** |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Other additional costs** |  |
|  |  |  |
|  | **Total** |  |

**Quotation authorised by:**

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorised for and on behalf of: |  | *(DD/MM/YY)* |
| Company: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Specifications and Drawings

The Works are to be performed in accordance with the following attached Technical Specifications and Drawings:

1.
2.
3.
4.

Contract Data

|  |  |
| --- | --- |
| **The Employer:**   | The Employer is: *[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:** | The Project Manager is |
| **The Employer representative:**  | The Employer’s representative is:  |
| **Insurance:**  | The minimum insurance covers shall be:(a) The minimum cover for insurance of the Works, Equipment, Plant and Materials is: 115 % of contract amount(b) The maximum deductible for insurance of the Works, Equipment, Plant and Materials is: US$ 10,000.(c) The minimum cover for insurance of property is: not applicable (d) The maximum deductible for insurance of property is: not applicable(e) The minimum cover for personal injury or death insurance is: US$ 20,000 for each caseIf 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 |
| **Required Completion Date:**  | The Required Completion Date shall be: \_\_\_\_\_\_\_\_\_[State period in days/weeks/months] from the date of Contract is executed by both parties. |
| **Site for the Works:**   | The Site(s) are/is: |
| **Duties and Taxes:**  | Goods imported into Syria under this project are not exempt from import duties and taxes, if any. |
| **Start Date:**  | The Start Date shall be: |
| **Type of Contract:**  | This Contract is a Lump Sum Contract. The Contractor is responsible for the proper execution of the works against the contract price included in his/her offer. |
|  **Prices:** | Prices shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works and shall include all taxes and duties (if any). The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted. The price shall not be subject to variation or adjustment. |
|  |  |
| **Possession of the Site:**   | The Site Possession Date shall be: |
| **Defects Liability Period:**  | The Defects Liability Period shall be: 12 months [Most common; change only for urgent reasons ] |
| **Payments** | Payments shall be made through direct payment from Syria A.S. 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. |
| **Advance Payment** | The amount/percentage of the advance payment to which the Contractor is entitled shall be: *[amount or percent of the Final Contract Price; should not exceed 10 % due to absence of advance payment guarantee and performance guarantee]* |
| **Payment retention:**  | A retention of *[ percent of the Final Contract Price; advised 15 % due to absence of performance guarantee]*……. shall be withheld from all payments made in respect of the contract and such monies shall be paid to the Contractor as specified in the General Conditions of Contract clause 19. |

General Conditions of Contract

Any resulting contract shall be placed by means of a Letter of Acceptance or a Contract against the General Conditions of Contract (GCC) for the Procurement of Works below, except where modified by the provisions of this Request for Quotation. Reference to Contract Data in these General Conditions of Contract shall mean this Request for Quotations.

|  |  |  |
| --- | --- | --- |
| 1. Language and Law
 | 1.1 | The law governing the Contract shall be the law of Germany with place of performance Gaziantep, Turkey. The language of the Contract shall be Arabic unless otherwise stated in the Contract. |
| 1. Communications
 | 2.1 | All communications between parties shall be in writing.  |
| 1. Sub-contracting and other contractors
 | 3.1 | The Contractor may subcontract with the approval of the Project Manager. |
| 1. Personnel
 | 4.1 | The Contractor shall adhere to minimum social standards ("Core Labour Standards") ratified by Syria 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.  |
| 1. Contractor’s Risks
 | 5.1 | 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. |
| 1. Insurance
 | 6.1 | 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

personal injury or death. Third party liability. |
|  | 6.2 | 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.  If under the prevailing conditions in Syria it is impossible to obtain insurance, Syrian contractors may replace policies and certificates for insurance with sworn declarations attesting the unlimited responsibility of the Contractor.  |
| 1. Contractor to Construct the Works
 | 7.1 | The Contractor shall construct and install the Works and rectify all defects in accordance with the Specifications and Drawings. |
| 1. Completion Date
 | 8.1 | The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program by the Required Completion Date. |
| 1. Safety
 | 9.1 | The Contractor shall be responsible for the safety of all activities on the Site. |
| 1. Program
 | 10.1 | 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 agreed with the Project Manager.  |
| 1. Completion Date Extension
 | 11.1 | The Project Manager shall authorise any extension of time for the Works. |
| 1. Instructions of the Project Manager
 | 12.1 | The Contractor shall comply with the instructions given by the Project Manager or delegated assistant on any matter related to the Contract. |
| 1. Correction of Defects
 | 13.1 | 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. |
| 1. Uncorrected Defects
 | 14.1 | 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. |
| 1. Payment Certificates
 | 15.1 | The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously. |
| 1. Payments
 | 16.1 | 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. |
| 1. Tax
 | 17.1 | The Contractor is liable for all taxes in Syria  |
| 1. Advance Payment
 | 18.1 | 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. |
|  | 18.2 | 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. |
| 1. Retention Moneys
 | 19.1 | An amount, specified in the Contract Data, will be retained from each payment to the Contractor. Retention moneys shall be repaid to the Contractor within 45 days from the end of the defect liability period.  |
| 1. Dayworks
 | 20.1 | 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. Subject to obtaining signed Daywork forms. |
| 1. Cost of Repairs
 | 21.1 | Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the issue of the Completion Certificate shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions. |
| 1. Completion and Taking Over
 | 22.1 | 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. |
| 1. Final Account
 | 23.1 | The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract twice. Firstly at completion and again at the end of the Defects Liability Period to take into account any remedy.  |
| 1. Termination-action
 | 24.1 | The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. |
|  | 24.2 | Notwithstanding the above, the Employer may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing. |
|  | 24.3 | 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. |
| 1. Payment upon Termination
 | 25.1 | If the Contract is terminated for whatever reason,, the Project Manager shall determine the amounts due or recoverable from the Contractor  |
| 1. Resolution of Disputes
 | 26.1 | 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.  |

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| 1. Corrupt and Fraudulent Practices, Financing Terrorism
 | 27.1 | 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.[[2]](#footnote-2) 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.  |
|  | 27.2 | 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.  |
|  | 27.3 | 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.  |

**Letter of Acceptance**

***[ on letterhead paper of the*** Employer***]***

*. . . . . . .* ***[date]****. . . . . . .*

To: . . . . . . . . . . ***[*** ***name and address of the Contractor]*** . . . . . . . . . .

Subject: . . . . . . . . . . ***[Notification of Award Contract No]***. . . . . . . . . . .

This is to notify you that your quotation dated . . . . ***[insert date] . .*** . . for execution of the . . . . . . . . . ***.[insert name of the contract and identification number, as given in the Appendix to Bid]***. . . . . . . . . . for the Accepted Contract Amount of . . . . . . . . ***.[insert*** ***amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Request for Quotations is hereby accepted.

Authorized Signature:

Name and Title of Signatory:

Name of Employer:

Attachment: Contract Agreement

**Contract Agreement**

THIS AGREEMENT made the . . . . . .day of . . . . . . . . . . . . . . . . ., . . . . . . ., between . . . . . ***[name of the*** Employer***]***. . . . .. . . . . (hereinafter “the Employer”), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . ***[name of the Contract]****. . . . .*should be executed by the Contractor, and has accepted a Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents. The other documents forming the Contract shall be interpreted in the following order of priority

1. Contract data
2. the addenda Nos \_\_\_\_\_\_\_\_(if any)
3. the General Conditions of Contract,
4. the Quotations submission sheet;
5. the Specification;
6. the Drawings;
7. The Statement of Requirements.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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 hereto have caused this Agreement to be executed in accordance with the laws of Germany on the day, month and year specified above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by: |  | Signed by: |  |
| for and on behalf of the Employer | for and on behalf the Contractor |
| in the presence of: |  | in the presence of: |  |
| Witness, Name, Signature, Address, Date | Witness, Name, Signature, Address, Date |

1. [↑](#footnote-ref-1)
2. *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-2)