



Bidding Documents (Works)

“XXX”

| | |
|-------------------------------|--|
| Date: | Xxx |
| Procurement Ref.: | Xxx |
| Project No.: | Xxx |
| Project Title: | Xxx |
| Implementing Entity: | Xxx |
| Representing Employer: | SRTF for Management Services - Jordan LLC (Not for Profit) / Registration No. 760 |

Invitation Letter

The SRTF for Management Services-Jordan LLC representing **the Implementing Entity**, legally established in Syria, invites your bids for the Works described above.

The **aforementioned Implementing Entity** has received financing from the Syria Recovery Trust Fund administered by the SRTF for Management Services-Jordan LLC and intends to apply the proceeds of this financing to eligible payments under the contract for which this Bid is issued. This procurement process will be conducted in accordance with the SRTF Operations and Procurement Manuals and the procedures described herein. which, in any case, prevail.

Submission of Bids: Bids should be submitted to the address below by mail in a single outer envelope containing the **Technical and Financial bids in separate envelopes**, clearly marked with the Bid Reference, the name of the Bidder and the Implementing Entity, by the date and time of the deadline below.

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| Date of Deadline: | xxx |
| Time of Deadline: | 13:00 (Jordan Time) |
| Address of the Employer: | Procurement Section of SRTF – BID BOX King Abdullah II Street, 367, Khaled Al Daoud centre 2 nd floor, Amman - Jordan |
| Telephone: | +962 6 5868411 or +962 6 5868412 |
| Email for Clarifications: | procurement@srtfund.org |
| Inner and Outer Envelope Marking | The Name and Address of the Bidder on all Envelopes Bid No.: xxx Bid Name: xxx |

Preparation of Bids: You are requested to quote for the Works by completing, signing and returning the documents stated in the Bid Instructions.

Eligible Countries: Eligibility for the Provision of Goods, Works and Services in SRTF-Financed Procurement

1. In accordance with applicable SRTF Procurement Guidelines SRTF permits firms and individuals from all countries to offer goods, works and services for SRTF-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - 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 government; or
 - ii. any import of goods from that Country or any payments to persons or entities in that Country is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; 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

2. For the information of bidders with reference to (i) and (ii) above, at the present time SRTF Donors are the following: Federal Republic of Germany, the United Arab Emirates, the United States of America, Kingdom of Denmark, Kingdom of Sweden, Republic of Finland, Japan, the United Kingdom, State of Kuwait, French Republic, Italian Republic, The Netherlands, Republic of Turkey and the Hashemite Kingdom of Jordan as the host Countries, and the German Development Bank KfW as the Trustee.

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 bid or inform the undersigned if you will not be submitting a bid.

Rula Katkhuda

SRTF for Management Services-Jordan LLC

Bid Instructions

| General | |
|------------------------------------|---|
| 1 | By signing this bid, the bidder confirms that their company meets the eligibility criteria specified in this bid document. |
| 2 | The prices quoted in the Bills of Quantity will be fixed and firm for the duration of the validity period and will not be subject to revision or variation unless the IE, its consultant and SRTF's Project Manager decide to amend during the design stage or the construction stage following the Terms of Reference. |
| Preparation of Offers | |
| 3 | <p>The offers shall comprise of the following:</p> <p>The Technical Offer Envelope, which includes:</p> <ol style="list-style-type: none"> 1. Method of Statement, as described in the Terms of Reference (ToR) 2. Company profile and summary of previous similar projects 3. The resumes of the key staff who will be working on the project, as described in the Terms of Reference (ToR) 4. The Statement of Requirements (signed). <p>The Financial Offer Envelope, which includes: Bills of Quantity completed and signed.</p> |
| 4 | Offers must remain valid for 120 calendar days after the bid's submission deadline. |
| 5 | Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is: procurement@srtfund.org |
| Submission, Opening and Evaluation | |
| 6 | <p>The bidder must submit (in separate envelopes)</p> <p>(a) Technical Offer: one (1) original and one (1) copy;</p> <p>(b) Financial Offer: one (1) original.</p> |
| 7 | <p>The tender evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the bidding document, applying the evaluation criteria, sub-criteria, and point system as specified in the Clause 9 for the QCBS evaluation method, and Clause 8 for the lowest priced quotation.</p> <p>For QCBS evaluation method; Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the bidding document or if it fails to achieve the minimum technical score indicated in Clause 9 in which case the financial proposal will remain sealed.</p> |
| 8 | <p>Method of selection: The lowest priced quotation <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> |
| | The best evaluated bid shall be the lowest priced quotation must meet the technical requirements and show the ability of the contractors to address the intended works as described in the ToR. |
| 9 | <p>Method of selection: QCBS Evaluation <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> |
| 9 (Technical) | <p>Quality and Cost Based Selection (QCBS): Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals.</p> <p>Adequacy, responsiveness, and quality of the Technical Proposal in responding to the Terms of Reference (TORs) and the bidding document</p> |

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| | <p>The number of points to be assigned to the above shall be determined considering the following sub-criteria and relevant percentage weights:</p> <table border="1" data-bbox="384 293 1394 456"> <tr> <td>Method of Statement, as described in the Terms of Reference (ToR)</td> <td>40 points</td> </tr> <tr> <td>Company profile and summary of previous similar projects</td> <td>20 points</td> </tr> <tr> <td>The resumes of the key staff who will be working on the project, as described in the Terms of Reference (ToR)</td> <td>20 points</td> </tr> <tr> <td>The Statement of Requirements (signed).</td> <td>20 points</td> </tr> </table> <p>The evaluation will consider the best plan, methodology, itemized breakdown sheets, Resumes, contractors' qualifications and the competitive price</p> <p>The minimum technical score (St) required to pass the technical evaluation is: 75 (in a scale between 0 and 100)</p> | Method of Statement, as described in the Terms of Reference (ToR) | 40 points | Company profile and summary of previous similar projects | 20 points | The resumes of the key staff who will be working on the project, as described in the Terms of Reference (ToR) | 20 points | The Statement of Requirements (signed). | 20 points |
| Method of Statement, as described in the Terms of Reference (ToR) | 40 points | | | | | | | | |
| Company profile and summary of previous similar projects | 20 points | | | | | | | | |
| The resumes of the key staff who will be working on the project, as described in the Terms of Reference (ToR) | 20 points | | | | | | | | |
| The Statement of Requirements (signed). | 20 points | | | | | | | | |
| <p>9 (Financial)</p> | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.60 and P = 0.40</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as follows: S = St x T% + Sf x P%.</p> | | | | | | | | |

STATEMENT OF REQUIREMENTS

Terms of Reference (ToR)

Activity Schedule/Bill of Quantities

[Complete the unit and total prices for each item listed below. Authorize 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.

Bid authorized by:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorized for and on behalf of:

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

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| Required Completion Date: | The Required Completion Date shall be: (xxx) days from the date of Contract signing by both parties. |
| The Site(s) are/is: | Site for the Works: Syria |
| 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 within (7) days from the date of signing of the contract by both parties. |
| Possession of the Site: | The Site Possession Date shall be within (3) days from the date of signature of the contract by both parties. |
| Type of Contract: | This Contract is a Unit Price Contract . The Contractor is responsible for the proper execution of the works against the unit 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 Contractor is aware of the condition on site and has verified that the drawings, specifications and activity schedule fully describe the work to be done and the associated costs for its realization. The price shall not be subject to variation or adjustment. |
| Defects Liability Period: | The Defects Liability Period shall be: <input type="checkbox"/> Not Applicable <input type="checkbox"/> 6 Months <input type="checkbox"/> 12 Months |
| Provisional Acceptance of Works | After issuance of Provisional Acceptance of Works by the Project Manager and Supervising Engineer, the Contractor shall be notified of any defects in the Works affecting Provisional Acceptance Certificate. Upon issuance of the Provisional Acceptance Certificate of the Works within (21) days of completion, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period. |
| Final Acceptance of Works: | Upon satisfactory completion of the work outstanding on the Works, the Project Manager and Supervising Engineer shall within (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate. |
| Payments: | Payments shall be made: <input type="checkbox"/> <u>After completion of works</u> according to the provisional acceptance certificate and invoice submitted by the Contractor and verified by the Implementing Entity, and the Syria Recovery Trust Fund. <input type="checkbox"/> <u>Monthly/Interim payments</u> not less than 15% of the contract price (maximum of 6 payments), could be requested by the contractor according to interim invoices and updated BoQ_submitted by the contractor and verified by the IE, and the SRTF. <i>To be removed and amended above as per contract value: If contract value is 50-200k - Interim payments no less than 30% (Max. 3 payments). If contract value is 200-500k - Interim payments no less than 20% (Max. 5 payments). If the contract value is above 500k - Interim payments no less than 15% (Max. 6 payments)</i> Payments shall be made through direct payment to a bank account of the Contractor. |

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| Payment Retention: | Retention of 10% of the Final Contract Price shall be withheld from each interim payment, made in respect of the contract and such money shall be paid to the Contractor as specified in the General Conditions of Contract clause 19. In cases where there is only a final payment, 10% will be deducted from that payment, and such money shall be paid to the Contractor as specified in the General Conditions of Contract clause 19. |
| Liquidated Damages | The maximum amount of liquidated damages shall be: 10% of the overall contract price (and shall not exceed 0.1 % per day). |

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 were modified by the provisions of this Bid. Reference to Contract Data in these General Conditions of Contract shall mean this Bid.

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| Language and Law | 1.1 | The law governing the Contract shall be the law of Germany with place of performance Jordan, the language of the Contract shall be English unless otherwise stated in the Contract. |
| Communications | 2.1 | All communications between parties shall be in writing. |
| Sub-contracting and other contractors | 3.1 | The Contractor may subcontract with the approval of the Project Manager. |
| 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. |
| 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. |
| 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: a) loss of or damage to the Works, Equipment, Plant and Materials; b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and c) 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. |
| 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. |
| 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. |
| Safety | 9.1 | The Contractor shall be responsible for the safety of all activities on the Site. |
| 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. |
| Completion Date Extension | 11.1 | The Project Manager shall authorize any extension of time for the Works. |
| 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. |

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| 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. |
| 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 recupereate these amounts by deduction from the amounts due to the Contractor. |
| 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. |
| Tax | 16.1 | The Contractor is liable for all taxes. |
| Payments | 17.1 | 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 pursuant to clauses 18.1 and 18.2 |
| Advance Payment | 18.1 | The advance payment (10% of the contract value) shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one half of the completion period. |
| Progress Payment | 18.2 | The Employer shall make a progress 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. |
| 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 subsequent to issuance of the Final Acceptance Certificate and within 45 days from the end of the defect liability period. |
| 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. |
| 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. |
| 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. |
| 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. |
| 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. |

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| | 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. |
| 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 |
| 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. |
| Corrupt and Fraudulent Practices, Financing Terrorism | 27.1 | It is SRTF's ¹ 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 In pursuance of this policy, SRTF: <ul style="list-style-type: none"> 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. |
| Restrictions | 28.1 | Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer and of SRTF that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Employer's convenience pursuant to Clause 24. |

¹ "SRTF" means the Syria Recovery Trust Fund and SRTF Management Services-Jordan LLC acting as Management Unit for SRTF.

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.

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| | 28.2 | The Contractor shall ensure full compliance with United Nations Security Council Resolutions, applicable EU-Council Resolutions or applicable United States financial and economic sanctions; |
| | 28.3 | The Contractor shall ensure that it does not engage in any dealings with Specially Designated Nationals (as identified and published by the U.S. Department of Treasury) in all of its activities, including in connection with implementation of this Contract; |
| | 28.4 | <p>The following expenditures may not be procured under this Contract:</p> <ul style="list-style-type: none"> a) goods and facilities serving transnational criminal activities; b) luxury goods for personal needs; c) weapons for any purpose nor any goods, services, facilities or other assistance serving military purposes; d) any goods, services, facilities or other assistance to any armed actor if any Party has credible information that such actor has committed gross human rights abuses; e) plant protection agents and pesticides categorized as banned or severely restricted under the applicable PIC procedure to the FAO Codex; f) narcotic drugs, psychotropic substances and the substances listed in the Annex to the United Nations Convention of 20 December 1988 against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, as applicable, insofar as they are used to produce narcotic drugs or psychotropic substances (Until the Annexes to the 1988 Convention are amended accordingly, the list of chemicals attached to the Final Report of the Chemical Action Task Force shall apply.); g) asbestos, as well as substances and products containing asbestos; and h) the following goods and substances hazardous to the environment: <ul style="list-style-type: none"> • hydro chlorofluorocarbons and halons as well as other substances subject to the Montreal Protocol on Substances that Deplete the Ozone Layer and the facilities for their production or use, • substances listed in Annex I of Council Regulation (EEC) No. 2455/92 of 23 July 1992 concerning the export of certain dangerous chemicals. |
| | 28.5 | The Contractor shall ensure that the persons charged by the same with the preparation and implementation of the project, the award of any contract for the supplies and services to be financed and with requesting disbursements of financial contribution amounts do not demand, assume, render, grant, promise or obtain a promise of unlawful payments or other advantages in connection with these tasks |
| | 28.6 | <p>The Contractor shall promptly make available to the Employer and to the SRTF-Management Services Jordan LLC on demand all information and documents which the SRTF-Management Services Jordan LL requires to fulfil its obligations to prevent money laundering and terrorism financing as well as for the continuous monitoring of the business relationship with the Contractor, which is necessary for this purpose.</p> <p>In entering into and implementing this Contract the Contractor acts in its own name and for its own account. With regard to the applicable laws, including the laws of the country of incorporation of the Contractor and any other applicable law, the Contractor shall ensure that:</p> <ul style="list-style-type: none"> a) the Contractor’s own resources or the amounts invested in the financing this contract will not be of illicit origins and, in particular, this list being nonexhaustive, will not be linked to drug trafficking, corruption, organized criminal activity or terrorism; b) the capital of the Contractor will not at any time be of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism; and c) the Contractor will not be engaged in the acquisition, possession or use of property that is of illicit origins and, in particular, this list being nonexhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism. |

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 bid 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 Bid is hereby
accepted.

Authorized Signature:

Name and Title of Signatory:

Name of Employer:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday 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 Bid 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
 - (A) Terms of Reference
 - (B) Bill of Quantities
 - (C) Drawings
 - (D) Contract Data
 - (E) General Conditions of Contract
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: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence
of: _____
Witness, Name, Signature, Address, Date

in the
presence
of: _____
Witness, Name, Signature, Address, Date