



Request for Quotations (Works)

BID-xxx-WRK-xxx/xx

1. Invitation Letter

Procurement Section of the SRTF

Date:	Xxx
Procurement Ref.:	Xxx
Project No.:	Xxx
Project Title:	Xxx
Implementing Entity:	Xxx
Representing Purchaser:	SRTF for Management Services - Jordan LLC

Request for Quotations for “xxx”

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

The **mentioned 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 Request for Quotations 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.

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;

Date of Deadline:	Xxx
Time of Deadline:	13:00 (Jordan Time)
Address of the Purchaser:	Procurement Section of SRTF 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.: BID-xxx-SRV-xxx/XX Bid Name: xxx

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

SRTF for Management Services-Jordan LLC

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.]

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: _____

(DD/MM/YY)

Authorised for and on behalf of:

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 <small>(where appropriate)</small>	Total Price including any applicable tax
Other additional costs			
Total			

Quotation authorised by:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised 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

The Employer:	The Employer is: <i>[Add if applicable]</i> Also in case <u>SRTF JOR</u> , 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:	<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> (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 case <p>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</p>
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 <u>SRTF JOR.</u> 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, <u>SRTF JOR.</u> may arrange for cash payment.
Advance Payment	The amount/percentage of the advance payment to which the Contractor is entitled shall be: <i>[amount or percent of the Final Contract Price; should not exceed 10 % due to absence of advance payment guarantee and performance guarantee]</i>
Payment retention:	A retention of <i>[percent of the Final Contract Price; advised 15 % due to absence of performance guarantee].....</i> 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.

Language and Law	1.1	The law governing the Contract shall be the law of Germany with place of performance <u>Jordan</u> . 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:
		<ul style="list-style-type: none"> 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 authorise 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.
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 recuperate 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.
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.
Tax	17.1	The Contractor is liable for all taxes in Syria
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.
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.
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.
	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 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 In pursuance of this policy, SRTF: (a) will reject a proposal for award if it determines that the bidder

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.

		<p>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;</p> <p>(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.</p>
	27.2	<p>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.</p>
	27.3	<p>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.</p>

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 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 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
 - (i) Contract data
 - (ii) the addenda Nos _____(if any)
 - (iii) the General Conditions of Contract,
 - (iv) the Quotations submission sheet;
 - (v) the Specification;
 - (vi) the Drawings;
 - (vii) 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: _____
 for and on behalf of the Employer
 in the
 presence
 of: _____
 Witness, Name, Signature, Address,
 Date

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