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**DANISH REFUGEE COUNCIL**

**TENDERING DOCUMENTS FOR**

**THE COMPETITIVE TENDERING OF**

**CONSTRUCTION WORKS**

**Invitation to Bid (ITB) No.**

**(ITB# SOM-DOW-24-ITB-001)**

**Implementation of the Project:**

**(Danida SPA 2024\_ DOW- Activity construction shallow well for Fostering peace dividends demands in Ramagarore of Minority groups in dolow location.)**

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# Section 1 Instructions to Bidders (ITB)

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**INSTRUCTIONS TO BIDDERS**

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| 1. **Scope of Bid** | **1.1** The Danish Refugee Council (DRC) as defined in the Contract Data invites bids for the construction of Works, as described in the Contract Data. The name and identification number of the Contract is provided in the Contract Data.   * 1. The successful Bidder will be expected to complete the Works by the   Required Completion Date specified in the Contract Data. | |
| 1. **Qualifica­tion of the Bidder** | * 1. Administrative Qualifications:   All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.  In a more details, each Bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall stamped and signed in full and to be submitted with the bid.   |  |  |  |  | | --- | --- | --- | --- | | # | **Annex #** | **Document** | **Instructions** | | 1 | Annex A.1 | Bid Form (Technical) | Complete, sign and stamp the Annex A1- and submit to DRC | | 2 | Annex A.2 | Bid Form (Financial) should be separate email | **Complete sign and stamp the Annex A2 (Submit in Separate email)** | | 4 | Annex B | Tender and Contract Award Acknowledgment Certificate | Complete ALL sections in full, sign, stamp and submit | | 5 | Annex C | General Conditions of contract for the procurement of service | Complete ALL sections in full, sign, stamp and submit | | 6 | Annex D | Supplier Code of Conduct | Sign, stamp and submit. | | 7 | Annex E | Supplier profile and registration form and supplier code of conduct form | Complete ALL sections in full, sign, stamp and submit. Bidders who are already registered with DRC need not re-submit a Supplier Profile and Registration | | 8 | Annex F | Supplier Reference List | Complete ALL sections in full, sign, stamp and submit | | 9 | Annex G | Source and Nationality | Please read, sign and stamp this annex G and submit it to DRC. | | Company's Legal documentations | | | | | 1 | Dolow district | Up to date | Attach valid copy | | 2 | Tax clearance | Up to date | Attach valid copy |   2.2  To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:  To qualify for the award of the Contract, bidders shall meet the following minimum qualifying criteria and Technical Criteria:  There are different areas of technical evaluation, but all of them will follow the below rating:  **5 = MEETS REQUIREMENT**  **1 = DOES NOT MEET REQUIREMENT**   |  |  |  | | --- | --- | --- | | **Weighting in technical evaluation**  **[Total 100%]** | **Technical criteria** | **Technical Evaluation (1-5)** | | 25% | **Proof of experience for similar works**  i.e., Copies of Contracts/POs from previous, (minimum 2), or certificate of completions with other INGOs, UN agencies and government institutions.  Two contracts of the same volume and nature  **Note:**  **2 contracts and more scores 5 – Pass**  **Less than two contracts’ scores 1 - Fail** |  | | 25% | **Proof of Financial Capacity to handle high value contracts.**  Provide current bank statement for the last 6 months 2023/2024.  **6 months of Turnover of similar or more the offer scores 5 – Pass**  **less than 6 months the offer scores 1 – Fail.** |  | | 25% | **Methodology,**  **Scope of work**,  **Tasks and Activities or Work Plan:** Breakdown: List all tasks and sub-tasks required to complete the project.  **Description:** Provide detailed descriptions for each task.  **Responsibility:** Assign each task to a team member or group.  **IMPORTANT NOTE:**  **Work plan – Lead time (90 days – PASS)**  **Work plan – Lead time (More than 90 Days – FAIL)** |  | | 20% | **Qualification of Engineers**  1 pager Curriculum Vitae/ "CVs" for both Project and Site engineers.  **Meet qualifications scores 5 = Pass**  **Doesn’t meet qualifications scores 1 = Fail** |  | | |
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| 1. **One Bid per Bidder per facility** | **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. | |
| 1. **Cost of Bidding** | **4.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the DRC will in no case be responsible or liable for those costs. | |
| 1. **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. | |
| 1. **Content of Bidding Documents** | **6.1** The set of bidding documents comprises the documents listed in the table below and any addenda issued.     * This cover letters. * Instructions to Bidders * Bidding Data * Conditions of Contract * Contract Data * Forms of Bid and Qualification (Standard forms) * Annex A.1 : DRC Bid Form (Technical bid) * Annex A.2 : DRC Bid Form (Financial bid) * Annex B: Tender and Contract Award Acknowledgment Certificate * Annex C: DRC General Conditions of Contract for the procurement of goods and Service * Annex D: Supplier Code of Conduct * Annex E: Supplier profile and registration * Annex F: Supplier Reference List * Annex G: Source and Nationality * Drawings | |
| 1. **Clarification and Amendments of Bidding Documents** | **7.1** A prospective bidder may request the DRC in writing for clarifications of the bidding documents. The DRC shall respond to such requests if he receives those 3 days prior to the deadline for the submission of bids. The DRC shall also send copies of his response to all those bidders who have obtained the bidding documents without identifying the originator of the request. Similarly, prior to the submission of the deadline, the DRC may modify the bidding documents by issuing addenda.  For queries on this ITB, please contact the Supply Chain Manger, [rfq.som@drc.ngo](mailto:rfq.som@drc.ngo)  All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number. **Bids shall not be sent to the above email**.  All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: [Tenders - Somali Jobs - somalijobs - somalia jobs - somalijobs net](https://www.somalijobs.com/tenders)  **Deadline to receive queries is on 16th April 2024 04:30 PM EAT.** |
| 1. **Language of Bid** | **8.1** All documents relating to the Bid and contract shall be in the language specified in the Contract Data. |
| 1. **Documents Comprising the bid** | **9.1** The Bid submitted by the Bidder shall comprise the following:  **9.2** Bids Should be submitted by email to the following dedicated, controlled, & secure email address: [tender.som@drc.ngo](mailto:tender.som@drc.ngo)  When Bids are emailed, the following conditions shall be complied with:   |  | | --- | | **Email Subject: [SOM-DOW-24-ITB-001]-TECHNICAL BID-NAME OF THE BIDDER** |      |  | | --- | | **Email Subject: [SOM-DOW-24-ITB-001]-FINANCIAL BID-NAME OF THE BIDDER** |   **The ITB number shall be inserted in the Subject Heading of the email**  **Separate emails shall be used for the ‘Financial Bid’ and ‘Technical Bid’, and the Subject Heading of the email shall indicate which type the email contains.**  **The Financial Bid shall separate email and only contain the financial bid form, Annex A.2**  The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.  Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.  Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.  Failure to comply with the above may disqualify the Bid.  DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.  DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.  **Bids can be** **submitted electronically Only.**  and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data. |
| 1. **Bid Prices** | **10.1** The Contract shall be for the whole Works, as described in Sub-Clause 1.2, 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 Bidding Data.  **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 and listed in the Activity Schedule).*** Items for which no rate or price is entered by the Bidder will not be paid for by the DRC 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 15 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. |
| 1. **Currency of Bid and Payment** | **11.1** Prices shall be quoted in the currency specified in the Bidding Data. |
| 1. **Bid Validity** | **12.1** Bids shall remain valid for the period specified in the Bidding Data (60 Days). The DRC 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 cable or by fax. 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. |
| 1. **Format and Signing of Bid** | **13.1** The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 6 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 Bidding Data, 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 DRC, 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. |
| 1. **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  (a) be addressed to the DRC at the address provided in the Bidding Data;  (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and  (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.  **14.3** In addition to the identification required in Sub-Clause 14.2 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 DRC will assume no responsibility for the misplacement or premature opening of the Bid. |
| 1. **Deadline for Submission of Bids** | **15.1** Bids shall be delivered to the DRC at the address specified above no later than the time and date specified in the Bidding Data.**24th April 2024 by 04:30 PM EAT.**   * 1. The DRC 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 DRC and the bidders previously subject to the original deadline will then be subject to the new deadline. |
| 1. **Late Bids** | **16.1** Any Bid received by the DRC after the deadline prescribed in Clause 15 will be returned unopened to the Bidder. |
| 1. **Modification and Withdrawal of Bids** | **17.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 15.1  **17.2** 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.  **17.3** No Bid may be modified after the deadline for submission of Bids.  **17.4** Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 12 will result in the bidder being disqualified from future bidding for a period of one year.   * 1. 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. |
| 1. **Bid Opening** | **18.1** DRC will open the bids without presence of bidders’ representatives on the **28th April 2024 10:00 AM EAT.** |
| 1. **Process to Be Confidential** | **19.1** 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 is announced. |
| 1. **Clarification of Bids** | **20.1** To assist in the examination, evaluation, and comparison of bids, the DRC may, at the DRC'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 cable, telex, or facsimile, 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 DRC in the evaluation of the bids in accordance with Cl. 23.2. |
| 1. Examination of Bids and Determina­tion of Responsive­ness | **21.1** Prior to the detailed evaluation of bids, the DRC 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 DRC'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.  **21.2** If a Bid is not substantially responsive, it will be rejected by the DRC, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. |

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| 1. **Correction of Errors** | **22.1** Bids determined to be substantially responsive will be checked by the DRC for any arithmetic errors. Errors will be corrected by the DRC as follows:  (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and  (b) 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.  (c) 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. |
| 1. **Evaluation and Comparison of Bids** | **23.1** The DRC will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 21.  **23.2** In evaluating the bids, the DRC will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:  (a) making any correction for errors pursuant to Clause 22  (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities (or Activity Schedule for lump sum contracts), but including Day-work, where priced competitively;  (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 17.5.  **23.3** The DRC 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 DRC will not be taken into account in Bid evaluation. |
| 1. **Award Criteria** | * 1. Subject to Clause 25, the DRC 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 Clause 2 provisions. |
| 1. **DRC's Right to Accept any Bid and to Reject any or all Bids** | **25.1** Notwithstanding Clause 24, the DRC 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 DRC's action. |
| 1. **Notification of Award and Signing of Agree­ment** | **26.1** The Bidder whose Bid has been accepted will be notified of the award by the DRC prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the DRC 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”).  **26.2** The notification of award will constitute the formation of the Contract.  **26.3** The DRC will send the successful Bidder the Agreement form provided in the bidding documents incorporating all agreements between the DRC 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 DRC.   * 1. Upon receipt of the signed Agreement from the Bidder, the DRC will promptly notify the other bidders that their bids have been unsuccessful. |
| 1. Performance Security | **27.1** If required and stated in the Bid Data sheet, within 3 (Three) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.  **27.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids. |
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# Section 2 BIDDING DATA

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

**Instructions to**

**Bidders Clause**

**Reference (ITB)**

**(2.2a)** 1. The minimum required annual volume of construction work for the successful Bidder in any of the last two years as the following:

2. In term of the financial capacity criteria, the minimum required annual volume of construction work (the annual volume Work performed as prime Contractor on works of a similar including on-going work) for the Bidder in any of the last one year at least similar to the offered amount and this must be proved by bank statement or certificated auditor report and the annual volume Work performed as prime Contractor on works of a similar nature

**(2.2c)** the essential equipment to be made available for the Contract by the successful Bidder shall be

As per required to execute the works under the Bill of Quantities.

1. Other documents required as part of the Bid are as follows:

- No bid security is required.

- Technical Bid & Financial Bid Emails should be separated in two emails for each of them as stated in Section 1 Article # 9.2: “Documents Comprising the Bid”.

**(10.0)** This shall be a "Unit Price Contract based on Priced Bill of Quantities" "Lump Sum Contract based on Priced Activity Schedule". (Delete as appropriate).

**(11.1)** the currency in which the prices shall be quoted in **USD?**

**(12.1)** the period of Bid validity shall be (60) days after the deadline for Bid submission specified in the Bidding Data.

1. **(13.1)** the number of copies of the Bid to be completed and returned shall [Two separate emails, once for technical offer and the other for financial offer]

**(14.2a)** The DRC's address for the purpose of Bid submission is only by email to the following dedicated, controlled, & secure email address: [tender.som@drc.ngo](mailto:tender.som@drc.ngo)

**(14.2b)** the name and the identification number of the Contract is:

**Invitation to Bid (ITB) No. (SOM-DOW-24-ITB-001)**

**Implementation of The Danida SPA 2024\_ DOW- Activity construction shallow well for Fostering peace dividends demands in Ramagarore of minority groups in dolow location.)**

**(15.1)** the deadline for submission of bids shall be **24th April 2024 by 04:30 PM EAT**

**(27.0) A retention of money is required in the format provided in this document for a value of not less than *(10% (ten percent) of the contract value)* as maintenance Guarantee. This should be valid for (3 Months).**

# Section 3 CONDITIONS OF CONTRACT

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**Conditions of Contract**

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| 1. **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 DRC, in accordance with Sub-Clause 28.1  The **Contract** is the Contract between the DRC 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 a person or corporate body whose Bid to carry out the Works has been accepted by the DRC.  The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the DRC. |
|  | The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.  **Day works** 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 DRC for the execution of the Contract.  The **DRC**, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works. The name of the DRC'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 DRC 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 DRC'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 DRC 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 DRC.  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 DRC that varies the original Work requirement.  The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the DRC, as defined in the Contract Data.   * 1. 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. However, if a Government law or decree passed between the date 28 days before the submission of bids for the Contract and the Required Completion Date results in an increase in the price of labour and material, the DRC will adjust the contract price accordingly, provided that the Contractor shall submit documents satisfactory to the Project Manager proving that the requested increases are a result of Government laws or decrees. |
| 1. **Language and Law** | * 1. The language of the Contract and the law governing the Contract are stated in the Contract Data. |
| 1. **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. |
| 1. **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 the approval of the DRC 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 DRC. |
| 1. **Personnel** | **5.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule of other personnel approved by 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.   * 1. 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** | * 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 and adjacent property. |
| 1. **Insurance** | **7.1** The Contractor shall provide, in the joint names of the DRC 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.  **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 DRC'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 DRC 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 insurance shall not be made without the approval of DRC. |
| 1. **Contractor to Construct the Works** | * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| 1. **The Works to Be Completed by the Completion Date** | * 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. |
| 1. **Safety** | **10.1** The Contractor shall be responsible for the safety of all activities on the Site. |
| 1. **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. |

|  |  |
| --- | --- |
| 1. **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 Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. |
| 1. **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 DRC. |
| 1. **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.   * 1. 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. |
| 1. **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. |
| 1. **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 DRC shall recuperate these amounts by deduction from the amounts due to the contractor. |
| 1. **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 in the Bill of Quantities for each item. |
| 1. **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). |
| 1. **Payment Certificates** | **19.1** The Contractor shall submit to the Project Manager bi-weekly 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. |
| 1. **Payments** | **20.1** Payments shall be adjusted for deductions for advance payments and retention. The DRC shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the DRC 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 DRC and shall be deemed covered by other rates and prices in the Contract. |
| 1. **Compensa­tion Events** | **21.1** The following shall be Compensation Events:  (a) The DRC 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 the 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 DRC 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. |
| 1. **Tax** | **22.1** The Contractor is liable for all taxes in accordance with the laws of the DRC's country. However, the Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such charges are already not reflected in the Contract Price. |
| 1. **Liquidated Damages** | **23.1** The Contractor shall pay liquidated damages to the DRC 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 DRC may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. |
| 1. **Advance Payment** | **24.1** The DRC 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.   * 1. 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** | **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 upon completion and acceptance of the work and within 15 days of the issue by the Project Manager of the Defects Liability Certificate. |
| 1. **Day-works** | **26.1** If applicable, the Day-works 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 Day-works 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 Day-works as work is performed subject to obtaining signed Day-works forms. |
| 1. **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. |
| 1. **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 DRC 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** | **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 before 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 it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 1. **Termination-action** | **30.1** The DRC 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:  (a) 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 DRC 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 DRC to the Contractor within 30 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 than 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 DRC may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing.   * 1. 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** | **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 DRC exceeds any payment due to the Contractor, the difference shall be a debt payable to the DRC.  **31.2** If the Contract is terminated for the DRC's convenience or because of a fundamental breach of Contract by the DRC, 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. |
| 1. **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 DRC if the Contract is terminated because of the Contractor's default. |
| 1. **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 DRC 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. |
| 1. **Resolution of Disputes** | **34.1** The DRC 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 DRC and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to three independent qualified contractors, one chosen by the DRC and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to the DRC and the Contractor. In case of further disagreement 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. |

# Section 4 CONTRACT DATA

Except where otherwise indicated, all Contract Data should be filled in by the DRC (DRC) prior to issuance of the bidding documents. Schedules and reports to be provided by the DRC should be annexed.

The Contractor shall provide 100% comprehensive insurance including workers compensation for personal injury, disability or death and insurance against all risks related to its property and any equipment and liability insurance to cover third party claims for the duration of the contract, including any additional terms

**Contract Clause**

**No. Reference**

1. The DRC is: [1.1]

Name: **DANISH REFUGEE COUNCIL**

Address: Wadajir (Bulohubey airport road)

Mogadishu

Name of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Project Manager is: [1.1]

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The name and identification number of the Contract is [1.1]

**Invitation to Bid (ITB) No. (SOM-DOW-24-ITB-001)**

**Implementation of The Project Danida SPA 2024\_ DOW- Activity construction shallow well for Fostering peace dividends demands in Ramagarore of minority groups in dolow location.)**

3. The Works consist:

**construction shallow well for Fostering peace dividends demands in Ramagarore of minority groups in dolow location**

Note:

The Bidder must offer prices for each item in the Lot as indicated in the bill of quantities and Partial bid will not be considered.

4. The Start Date shall be first week of signing the contract.

5. The Required Completion Date for the whole of the Works shouldn’t exceed three months from signing the contract and date of site handover to contractor.

6. The Site is located at

**Rama garoore, Dolow**

7. This shall be a "Unit Price Contract based on Priced Bill of Quantities"/"Lump Sum Contract based on priced Activity Schedule

8. The language of the Contract documents is English.

9. The law that applies to the Contract is the law of the country operating (Somalia)

10. The following documents are also part of the Contract:

· - The Schedule of Key Personnel

11. The minimum insurance covers shall be:

(a) Loss of damage to Woks and Materials................................... (Insert amount)

(b) Loss of damage to equipment.................................................. (Insert amount)

(c) Loss of damage to property (except the Works, Materials and Equipment in connection with the Contract.................................... (Insert amount)

(d) Personal injury or death (Third Party liability) ......................... (Amount)

12. The Defects Liability Period is Three months.

13. In case of lump sum contracts, clause 17 shall be replaced by the following

new clause 17.

17 Activity Schedule

17.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed by the DRC. The activities on the Activity Schedule shall be coordinated with the activities on the Program.

17.2 The Contractor shall show delivery of Materials to the site separately on the Activity Schedule if Payment for Materials on site shall be made separately."

14. In case of lump sum contracts, clause 18.1 shall be replaced by the following:

18.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor made such changes to the Activity Schedule."

16. In case of lump sum contracts, clause 19.4 is replaced as follows:

19.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule."

17. The Site Possession Date shall be within the first week of signing the work contract (Sites handover from DRC to contractor to start implementing the required work)

18. The liquidated damages for the whole of the Works are [If the contractors fail to implement the required work within the agreed period due to fault from his side or his subcontractor, contractor must pay liquidated damages 0.2% of total contract price to DRC per unjustified day delay and Clause No (8) in the general condition of the contracts is applicable]

19. The maximum amount of liquidated damages for the whole of the Works is Ten Percent of the final Contract Price.

20. The amount of retention money will be 10 %

due to the Contractor up to the maximum of 10 % of the total contract amount.

21. The percentage to apply to the value of the work not completed,

representing the DRC's additional cost for completing the Works,

is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

22. The place of arbitration is Somalia.

# Section 5 STANDARD FORMS

### **Table of Standard Forms**

|  |
| --- |
| **A. Contractor's Bid25**  **B. Qualification Information 26**  **C. Letter of Acceptance 28**  **D. Agreement 29**   1. **Performance Security 32** 2. **Advance Payment Guarantee 33** |

### **Standard Form A: 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 DRC]*

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert address]*

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

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

The advance payment required is:

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 Bidding Data.

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

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

Name of Bidder:

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

Address:

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

### **Standard Form B: Qualification Information**

|  |
| --- |
| 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 Instructions 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2 Work performed as prime Contractor on works of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

|  |  |  |  |
| --- | --- | --- | --- |
| Project name  and country | Name of client and contact person | Type of work performed  and year of completion | Value of contract |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[etc.]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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?) |
| \_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_  *[etc.]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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 in proposed position |
| Project Manager  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[etc.]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1.5 Proposed subcontracts and firms involved.

|  |  |  |  |
| --- | --- | --- | --- |
| Sections  of the Works | Value of subcontract | Subcontractor  (name and address) | Experience in similar work |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[etc.]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1.6 Information on current litigation in which the Bidder is involved.

|  |  |  |
| --- | --- | --- |
| Other party(ies) | Cause of dispute | Amount involved |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1.7 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

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| 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 26 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. |

### **Standard Form C: Letter of Acceptance**

[letterhead paper of the DRC]

[date]

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

[name of the Contractor]

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

[address of the Contractor]

This is to notify you that your Bid dated \_\_\_\_\_\_\_\_\_\_\_for 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] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Danish Refugee Council.

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

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| 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 in the Instructions to Bidders. |

### **Standard Form D: Agreement**

**Agreement**

**This Agreement**, made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2016, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name and address of DRC]* (hereinafter called “the DRC”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Whereas** the DRC is desirous that the Contractor execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and identification number of Contract]* (hereinafter called “the Works”) and the DRC has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**Now this Agreement witnesseth** 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 DRC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DRC to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The DRC 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 DRC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

### **Standard Form E: Performance Security Form**

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ to supply *[description of works] (*hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guar­antee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

### **Standard Form F: Bank Guarantee for Advance Payment**

To: *[name of Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 24 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

# Section 6 SPECIFICATIONS

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| These Notes for Preparing Specifications are intended only as information for the DRC 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 DRC 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 to 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 World Bank. Most specifications are normally written specially by the DRC 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.

4. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions or Specifications.

**Sample Clause**

**Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the DRC's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the DRC at least 28 days prior to the date when the Contractor desires the DRC's consent. In the event the DRC determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

# Section 7 DRAWINGS

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| 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

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| These Notes for Preparing a Bill of Quantities are intended only as information for the DRC or the person drafting the bidding documents. They should be included in the final documents. |

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| In lump sum contracts, delete “Bill of Quantities” and replace with “Schedule of Activities” throughout this section. |

|  |  |
| --- | --- |
| **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. |

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| **Day-work Schedule** | 3. A Day-work 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 DRC of the realism of rates quoted by the bidders, the Day-work Schedule should normally comprise the following:  (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day-work 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 day-work basis. |
|  | (b) Nominal quantities for each item of Day-work, to be priced by each Bidder at Day-work rates as Bid. The rate to be entered by the Bidder against each basic Day-work item should include the Contractor's profit, overheads, supervision, and other charges. |

|  |  |
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| **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. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. 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 DRC'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 DRC 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. |