

**SECTION 4**

**FORM OF TENDER, TENDER SECURITY**

## **FORM OF TENDER, TENDER SECURITY AND APPENDIX TO FORM OF TENDER**

### **NOTES**

**A) FORM OF TENDER**

Tenderers are required to fill all the blank spaces in the following Form of Tender and Appendix.

**B) FORM OF TENDER SECURITY**

The Tenderer shall submit a Bank Guarantee in the following form

**C) FORM OF APPEDIX TO TENDER**

The Appendix forms part of the Tender

# FORM OF TENDER

To :

Description of works :

Gentlemen :

1. Having examined the Drawings, Conditions of Contract, Specification and Bill of Quantities for the execution of the above-named Works, we the undersigned, offer to execute, complete and maintain the whole of the said Works in conformity with the said Drawings, Conditions of Contract, Specification and Bill of Quantities for the sum of ( \_\_\_\_\_ ) or such other sums as may be ascertained in accordance with the said Conditions.
2. We undertake, if our Tender is accepted to commence the Works as soon as is reasonably possible after the receipt of the Engineer's Order to Commence, and to complete and deliver the whole of the Works comprised in the Contract within the time for completion stated in the Appendix hereto calculated from the date of receipt by ourselves of the said Order to Commence.
3. If our Tender is accepted we will furnish a security in the form of a bank guarantee (to be approved by you) to be jointly and severally bound with us in an amount of ten percent of the above named sum in accordance with the Conditions of Contract
4. We agree to abide by this Tender for the period of 180 days from the date of Tender opening prescribed in Clause 22 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before that expiration of that period.
5. Unless and until an Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_

in \_\_\_\_\_ the \_\_\_\_\_ capacity \_\_\_\_\_ of

\_\_\_\_\_ duly authorised to sign this Tender for and on behalf of

(in block capitals)

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Notes: Total Tender Price is to be inserted in writing and figures by the tenderer. The currency of tender shall be in accordance with Clause 12 of the 'Instructions to Tenders'.

## FORM OF TENDER SECURITY (BANK GUARANTEE)

With Reference to

WHEREAS (Name of Tenderer) \_\_\_\_\_

(hereinafter called 'the Tenderer') has submitted his tender dated (Date) \_\_\_\_\_ for  
\_\_\_\_\_ (herein after called ' the Tender').

KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_

of (Name of Country) \_\_\_\_\_ having our registered office at

\_\_\_\_\_ (hereinafter called 'the Bank') are bound unto \_\_\_\_\_

(hereinafter called 'the Employer') in the sum of ( \_\_\_\_\_ ) \* for which

payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE **CONDITIONS** of this obligation are:

- (1) If the Tenderer withdraws his Tender during the period of tender validity specified in the Forms of Tender; or
- (2) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Tenderers,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

\* The amount of this sum is given in the Letter of Invitation

This Guarantee will remain in force up to and including the date 180 days after the closing date for submission of tenders as stated in the Invitation to Tender or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the counter of this Bank not later than the above date. This Guarantee is to be returned to the Bank upon its expiry.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

(Signature, Name and Address)

**SECTION 5**

**APPENDIX TO FORM OF TENDER**

## APPENDIX TO FORM OF TENDER

	<b>Condition of Contract Clause</b>	
Definition	<b>1.1 (a) ( i )</b>	The Employer is Ethiopian Electric Power Corporation.
	<b>1.1 (a) (iv)</b>	The Engineer..... .....( <i>insert name</i> )
Engineer's Authority to Issue Variation	<b>2.1 (d)(ii)</b>	----- ( to be inserted ) % percent of the Contract Price.
	<b>2.1 (d)(iii)</b>	( insert the amount )
	<b>5.1 (a)</b>	The language is ..... .....( <i>insert language</i> )
	<b>5.1 (b)</b>	The law in force is that of ..... ( <i>insert name of country</i> )
1. Amount of Performance Security - value	<b>10.1</b>	10% of Contract Price for Bank Guarantee
Inspection of Site	<b>11.2</b>	.....( <i>insert days</i> )
Program to be submitted	<b>14.1</b>	56 days
Cash Flow Estimate	<b>14.3</b>	56 days
2. Minimum Amount of Third Party Insurance	<b>23.2</b>	.....( <i>insert amount</i> )
3. Time for Issue of Engineer's Order to Commence	<b>41.1 &amp; 25.1</b>	28 Days after the date of the Letter of Acceptance provided the General Terms of Insurance have been agreed upon
4. Time for Commencement from Engineer's Order to Commence	<b>41.1</b>	28 Days
5. Time for Completion of the Whole of the Works	<b>43</b>	..... Months ( <i>insert month</i> )
- Time for Completion - .....		.....Months ( <i>insert month</i> )
- Time for Completion - .....		.....Months ( <i>insert month</i> )
- Time for Completion - .....		.....Months ( <i>insert month</i> )
6. Liquidated Damages in respect of failure to complete any Section of the Works	<b>47</b>	E.Birr..... per calendar day .....( <i>insert amount</i> )
7. Limit of Liquidated Damages	<b>47</b>	10 % of the Contract Price
8. Defects Liability Period	<b>49.1</b>	365 days
	<b>49.5</b>	.....years ( if applicable)
9. Percentage of Retention	<b>60.2</b>	Ten Percent (10%)
10. Limit of Retention Money	<b>60.2</b>	10% of Contract Price
11. Minimum Amount of Interim Certificates	<b>60.2</b>	E.Birr .....( <i>insert amount</i> )
Minimum Amount of Advance Payment	<b>60.7</b>	.....% of the Contract Price ( <i>insert percent</i> )
Start Repayment of Advance Payment	<b>60.7</b>	After certificate of .....percent of the Contract Price..... ( <i>insert percent</i> )

Monthly Recovery of Advance Payment	<b>60.7</b>	.....percent of the amount of monthly Interim Payment Certificate. ( insert percent )
12. Time for Payment	<b>60.10</b>	56 Days after the Certificate has been delivered to the Employer
14. Percentage for Advance Mobilisation Loan	<b>60.11</b>	.....% of Contract Price ( insert percent )
	<b>60.1</b>	
	<b>60.10</b>	
	<b>60.11</b>	
Procedure for Settlement of Disputes	<b>67</b>	The procedure for Settlement of Disputes is .....  ( insert Version 1 or 2 or Clause 67 of FIDIC )
	<b>67.1</b>	The appointing authority shall be..... ( delete when the original FIDIC Clause 67 is retained)
Origin of Material and Plant	<b>60.3(a)(v)</b>	
	<b>60.3(d)</b>	
Rate of Interest upon Unpaid Sums	<b>60.8</b>	(Refer attached table)
Approximate Weighting for the Price Adjustment Formulas	<b>70.3</b>	(Refer attached table)
Weighting and Indices	<b>70.3</b>	(Refer attached table)
	<b>70.4</b>	(Refer attached table)
15. Foreign Currency of Contract (see Note)	<b>72</b>	
16. Contract Rate of Exchange	<b>72</b>	E.Birr _____

Schedules of Subcontractors (Refer attached table)

Note: Tenderer to enter EITHER the currency of the country in which his firm is registered OR "US Dollar" as he so wishes

- b) The Appendix to tender is for Contract Price to be submitted is in Local Currency and Foreign Currency.
- c) The Appendix to tender needs to be modified according to the Contract Price ie whether it is Lump sum and fixed contract price or adjustable contract price.

**The items on the following pages are to be filled by the tenderer as part of its tender.**

16. Monthly Statement	<b>60.1</b>	( refer the table below to be filled by the Tenderer.)
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**Summary of currencies of the Tender for .....**(insert name of section of the Works)

Name of Currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent  C = A x B	D Percentage of Tender price  (100xC)/Tender Price)
Local currency				

Foreign currency No.1.....				
Foreign currency No.2.....				
Foreign currency No.3.....				
Provisional sum expressed in local currency.				
Total			Tender Price.....	100

- Origin of Materials and Plant **60.3 (a) (v)** *(Listed under Sub-Clause 70.4)*
- 60.3 (d)** .....
- Rates of Interest upon unpaid Sums **60.8** ..... percent for payment in local currency. For other currencies , refer to the table below.
- Approximate Weightings for Price Adjustment Formula **70.3** *(refer to the table below.)*

Description of Index	% range of weighting
a) Fixed	-----
b) Labor	----- to-----
c)	----- to-----
d)	----- to-----
Etc	----- to-----
<b>Total</b>	<b>100</b>

Notes:

- Weightings and Indices **70.3** *(refer to the table below.)*
- 70.4** *(refer to the table below.)*

Index code	Index description	Source of Index	of	Base value and date	Tenderer's related currency amount	Tenderer's proposed weighting
						A:
						B:

					<b>C:</b>
					<b>D:</b>
					<b>E:</b>
				<b>Total</b>	<b>1.00</b>

**SCHEDULES OF SUBCONTRACTORS**

<b>Item</b>	<b>Element of work</b>	<b>Approximate value</b>	<b>Name &amp; address of Subcontractor</b>	<b>Statement of similar works executed</b>