

TENDER CONDITIONS FOR CONTRACTORS

1. GENERAL

- 1.1 The Tender must comply with the following conditions and instructions. Failure to do so is liable to result in the rejection of the Tender.
- 1.2 "Tenderer" means any person or persons, partnership, firm or company being prequalified and submitting fully priced Bill of Quantities in accordance with the Tender.
- 1.3 All recipients of the Tender Documents shall, whether they submit a Tender or not, treat the details of these documents as confidential.

2. TENDER DOCUMENTS

- 2.1 The Tender must be made out on the forms provided in the Tender Documents duly completed in ink or in print. The Bill of Quantities must be fully priced, totalled, checked arithmetically, and the grand total must be in compliance with the sum entered in the Tender.

Tender and Contract Documents must be kept intact.

The Tender Documents and accompanying documents shall be signed by the Tenderer or his legally authorized representative and be returned to the address according to the "Invitation to Tender".

- 2.2 The Tender must be accompanied by:
 - (a) A copy of each Circular Letter issued to Tenderers by the Employer or the Engineer (if applicable). Each copy of such Circular Letter must be endorsed by the Tenderer.
 - (b) The Form of Tender and the Form of Bid Bond (if any), together with the Bill of Quantities, fully priced and summarized.

Any missing document may result in the rejection of the Tender.

- 2.3 Prices must be quoted for all items in the Bill of Quantities, where applicable, or a clear indication must be given that the values of the Works described under items left unpriced are allowed for elsewhere.

3. EXAMINATION OF SITE

- 3.1 Tenderers shall visit the site of the Works and obtain for themselves all information that may be necessary for completing their Tenders and for entering into a contract with the Employer. Tenderers shall acquaint themselves with the requirements of the contract, e. g. characteristics of the site and its surroundings, hydrological and climatic conditions.

In particular, Tenderers shall acquaint themselves with the conditions of

- (a) existing access roads or other means of communication and access to the site of works, incl. police regulations concerned therewith,
- (b) available land for storage, workshops, toilets, and site office(s),
- (c) available connections to electricity and water for construction,
- (d) the soil and subsoil to be excavated stored or removed from site.

The availability of local labour, their quarters on site (if necessary), local materials and other local resources shall also be considered.

4. MODIFICATIONS / ADDITIONAL OFFERS

- 4.1 The Tender may contain only the prices and statements required in the Tender Documents and shall be signed by a duly authorized person. Any addition to, deletion or alteration of the Tender Documents may result in the rejection of the Tender.
- 4.2 Additional offers/proposals for modifications which, from the technical point of view, deviate from the Engineer's Specification or such which entail a demand for other conditions of payment, execution deadlines or price reserves, shall only be admitted in connection with the submission of the base Tender.

Proposals for modifications and additional offers shall be made in a separate annex and must be clearly marked as such.

Modifications by the Tenderer concerning prices quoted or statements made shall be unambiguous. Samples and patterns submitted with the Tender must be clearly marked as appertaining to the Tender.

5. PRICES

- 5.1 All prices (unit prices, lump-sum prices, settlement rates, hourly wages, bonuses) shall be stated **without** tax (turnover tax, value added tax, or alike). The amount of applicable tax shall be based on the locally valid tax rate and shall be added as the last item on the summary sheet of the Tender.
- 5.2 The offer of a discount based on the observance of certain payment deadlines described by the Tenderer shall be taken into account in the evaluation only if the tenderer declares that such a discount shall apply to all payments on account and the final payment, providing that the dead-lines set for payments leave reasonable time for their processing.

- 5.3 The Employer will not be held responsible if the local bank in the recipient country converts the payments to the Contractor into local currency before crediting the same to the Contractor's account. The Contractor is not entitled to claim for any charges or fees deducted by the bank due to the exchange and/or transfer of payments.

6. AMBIGUITIES

If, in the Tenderers opinion, the Tender Documents contain ambiguities which might influence the calculation of the prices, the Tenderer shall indicate this to the Employer by letter, telefax, telex, or telegram before submitting his Tender within 5 days after the receipt of the Tender Documents. Necessary clarification will be made by Circular Letter(s).

7. CIRCULAR LETTER

- 7.1 In the event that the Employer sends Circular Letters to the Tenderers during the tendering period in order to comment, clarify, or modify the Contract Documents, these Circular Letters shall become an integral part of the Contract Documents and it shall be assumed that they have been taken into account by the Tenderers in drawing up their Tender.
- 7.2 The Tenderer shall confirm the receipt of a Circular Letter to the Employer immediately. No Circular Letter shall be dispatched within 21 days before the submission date for the Tender, except one that confirms a due postponement of the original submission date.

8. PROHIBITED AGREEMENTS

Agreements restricting the competition are not permitted, especially arrangements and negotiations with other Tenderers in respect of

- submitting or not submitting a tender,
- the prices to be demanded and profit rates,
- binding arrangements for other compensation,
- processing cost margins and other price components,
- terms of payment and delivery and other conditions of contract insofar as they influence the prices directly or indirectly,
- indemnity or compensation payments for non-participation or limited participation in the competition,
- and
- profit-sharing.

9. SUBCONTRACTORS

If parts of the Works are intended to be executed by subcontractor(s), the Tenderer shall indicate nature and scope of such parts of the works and state name and address of the subcontractor(s) considered.

10. JOINT VENTURES

Tenders submitted by Joint Ventures or other Bidding Combinations shall be accepted only if the following information is provided with the Tender

- (a) A list of the members of the Joint Venture/Bidding Combination designating the duly authorized representative(s).
- (b) A declaration, signed by duly authorized representatives of all members, stating that the duly authorized representatives shall represent the members specified in the list in a legally binding manner vis-a-vis the Employer, and that all members are jointly and severally liable for the performance of the Contract with the Employer.

11. SUBMISSION OF TENDER

- 11.1 The Tender shall be submitted to the address stated in and prior to the time and date specified in the Invitation to Tender.
- 11.2 Tenders received after the date and time of submission will not be considered.

12. OPENING OF TENDERS

- 12.1 Tenderers shall be free to attend the opening session of the Tenders.
- 12.2 The session shall be held for opening and reading out the Tenders. Until this session all Tenders received shall be kept under lock and key with the envelopes unopened and marked with the date of receipt only. For the Opening Session the following procedure shall be observed and laid down in the minutes of meeting, stating place, date and time of the opening:
 - (a) The chairman of proceedings shall establish whether the seals of the envelopes are intact.
 - (b) Samples and patterns submitted with any Tender shall be on hand and duly marked.
 - (c) The Tenders shall be opened one after another and all major parts marked. The names and addresses of the Tenderers and the final amounts of their Tenders or of individual sections as well as other particulars concerning the price shall be read out. It shall be announced if and by whom proposals for modifications and/or additional offers have been submitted. Other details of the contents shall not be made known.
 - (d) The minutes taken of the opening session shall be read out, shall contain a note to the effect that they have been read out aloud and
 - (e) that it has been acknowledged as correct or shall specify what objections have been raised by whom.
 - (f) The minutes shall be signed by the chairman of proceedings.

- 12.3 Tenders which were not received prior to the submission time and date shall be specified separately in the minutes or addendum thereto. The time of receipt and the reason for the delay of the receipt shall be noted. Envelopes and other means of proof shall be kept in safe custody.
- 12.4 The Tenderers and their authorized representatives shall be permitted to inspect the minutes of the opening session and addenda thereto (if any). The minutes of the opening session shall not be published.

13. EVALUATION OF TENDERS

- 13.1 The following Tenders shall be excluded:
- (a) Tenders received after opening date and time.
 - (b) Tenders submitted by Tenderers who have entered into an agreement which constitutes a prohibited restriction of competition.
- 13.2 In selecting the Tenders to be considered for the award of contract, only those Tenderers who offer the necessary security for the performance of the contractual obligations will be taken into account. This shall entail the necessary expertise and experience, performance capacity and capability, the reliability as well as technical and financial means and resources.
- 13.3 Tenders, of which the prices are obviously disproportionate to the Works concerned, will be disregarded. Only such Tenders from which proper execution and covering of the defect liability period can be expected with due regard to rational and thrifty construction operations and efficient management will be considered. From those Tenders the award will be made to the one which appears to be the most acceptable with regard to all technical, functional, environmental and economical aspects.
- 13.4 Any arithmetical error by the Tenderer in pricing the Bill of Quantities or in the additions or in carrying forward subtotals to the summary or to the Tender shall be corrected during the evaluation of the Tenders. In such cases the Tender sum shall be adjusted accordingly and the Tenderer shall be informed. It shall be assumed that the unit price rates entered in the Bill of Quantities are correct.
- 13.5 Proposals for modifications and additional offers which the Employer has admitted or requested for the tendering action shall be evaluated in the same way as the base tender. Other proposals for modifications and additional offers may be considered.
- 13.6 The Employer does neither bind himself to accept the lowest Tender or any Tender, nor will he be responsible or pay for expenses or losses which may be incurred by any Tenderer with the preparation of his Tender.

14. CANCELLATION OF THE TENDERING ACTION

- 14.1 The Tendering Action can be cancelled, if
- (a) no Tender has been received which corresponds to the Tender Conditions,

- (b) there have been substantial changes to the basis of the Tendering Action, or
- (c) there are other serious reasons for such a cancellation.

14.2 The Tenderers shall be informed without delay of the cancellation of the Tendering Action by the Employer or his Engineer and of the reasons for the same.

- End of Tender Conditions -