

Appendix to Tender

Preamble

The text below is designed for use with the Letters of Tender in the procurement of works, using the following model contract terms and conditions:

- FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999;
- FIDIC Conditions of Contract for Plant and Design Build for Electrical and Engineering Works, Designed by the Contractor, First Edition 1999;
- FIDIC Short Form of Contract, First Edition 1999.

Clients shall choose only the relevant text consistent with the applicable conditions of Contract.

With the exception of the information, which shall be inserted by Participants, the rest of the Appendix to Tender/the Appendix shall be completed and enclosed to the Letter of Tender.

If other model contract terms and conditions are used, which refer to an appendix to the Letter of Tender, an appropriate Appendix to Tender/ Appendix shall be drafted and enclosed to the Procurement Document.

Appendix to Tender

The text below shall be used with the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999 (FIDIC Red Book)

Item	GCC Sub-Clause	Entry
Employer's name and address	1.1.2.2 & 1.3	<i>[enter the name, address, phone number and email address of the Employer]</i>
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	<i>[enter the name, address, phone number and email address of the Engineer]</i>
Bank's name	1.1.2.11	European Bank for Reconstruction and Development
Borrower's name	1.1.2.12	<i>[enter the name of the Borrower]</i>
Time for Completion	1.1.3.3	_____days <i>[If Sections of the Works are to be completed within different Time for Completion, refer to Table: Summary of Sections below]</i>
Defects Notification Period	1.1.3.7	
Sections	1.1.5.6	<i>[If Sections of the Works are to be used, refer to Table: Summary of Sections below]</i>

Item	GCC Sub-Clause	Entry
Electronic transmission systems	1.3	<i>[State whether allowed and if so details]</i>
Governing Law	1.4	<i>[Enter the country of the Governing Law]</i>
Ruling language	1.4	<i>[Enter the ruling language]</i>
Language for communications	1.4	<i>[Enter the language for communications]</i>
Time for access to the Site	2.1	<i>[insert figure]_____ days after [insert the event, such as, for example, the Commencement Date or signing the Contract]</i>
Engineer's Duties and Authority	3.1(b)(ii)	Issuing Variations resulting in an increase of the Accepted Contract Amount by <i>[insert percentage]</i> per cent requires prior approval by the Employer.
Amount of Performance Security	4.2	<i>[insert figure]_____ % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable</i>
Normal working hours	6.5	<i>[insert the information]</i>
Delay damages for the Works	8.7 & 14.15(b)	<i>[insert figure]_____ % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable</i> <i>[If Sections of the Works are to be completed within different Time for Completion, refer to Table: Summary of Sections below]</i>

Item	GCC Sub-Clause	Entry
Maximum amount of delay damages	8.7	<i>[insert figure]</i> _____ % of the final Contract Price.
<i>If there are Provisional Sums:</i> Percentage adjustment of Provisional Sums	13.5(b)	<i>[insert figure]</i> _____ %
<i>If Sub-Clause 13.8 applies:</i> Adjustments for Changes in Cost	13.8	

Schedule of Price Adjustment Data

Index Code	Index Description	Source of Index; Country; Currency related to Index	Base Value	Date

Total advance payment	14.2	<i>[insert figure]</i> _____ % of the Accepted Contract Amount
Number and timing of instalments	14.2	<i>[insert figure and timing]</i>
Currencies and proportions	14.2	<p>The advance payment shall be paid in the currency or currencies and proportions in which the Accepted Contract Amount is payable, i.e.</p> <p><i>[insert figure]</i>_____ % in _____</p> <p><i>[insert figure]</i>_____ % in _____</p>

Item	GCC Sub-Clause	Entry
Start repayment of Advance payment	14.2 (a)	When payments reach <i>[insert figure]</i> _____ % of the Accepted Contract Amount less Provisional Sums
Repayment amortization rate of advance payment	14.2(b)	<i>[insert figure]</i> _____ %
Percentage of Retention	14.3	<i>[insert figure]</i> _____ %
Limit of Retention Money	14.3	<i>[insert figure]</i> _____ % of the Accepted Contract Amount
<i>If Sub-Clause 14.5 applies:</i> Plant and Materials	14.5(b)	The following Plant and Materials for payment, when shipped en route to the Site _____ <i>[list]</i> .
	14.5(c)	The following Plant and Materials for payment, when delivered to the Site _____ <i>[list]</i> .
Minimum Amount of Interim Payment Certificates	14.6	<i>[insert the amount, which shall be consistent with the minimum amount of drawdown specified in the legal agreement with the Bank]</i>
Currency/Currencies of Payment	14.15	<i>[insert the specific currency(ies), if necessary]</i>

If some payments are to be made in a currency/currencies not named on the first page of the Letter of Tender

Item	GCC Sub-Clause	Entry
Currency/Currencies of Payment	14.15	
Currency Unit	Percentage/amount payable in the Currency	Rate of exchange
Local: _____ Foreign: _____ _____		1.00

Periods for submission of insurance:	18.1	[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days]
(a) evidence of insurance.		_____ days
(b) relevant policies		_____ days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	<i>[Insert maximum amount of deductibles]</i>
Minimum amount of third party insurance	18.3	<i>[Insert amount of third party insurance]</i>
The DAB shall be comprised of	20.2	<i>[Either: One sole Member/Adjudicator or: a DAB of three Members]</i>
Appointment (if not agreed) to be made by	20.3	<i>[Insert name of the appointing entity and official]</i>
Rules of arbitration	20.6(a)	<i>[Insert rules of arbitration]</i>
Rules of arbitration	20.6(b)	<i>[Insert the place of arbitration]</i>

[If there are Sections, please add the following:]

Summary of Sections:

Definition of Sections:			
Description (Sub-clause 1.1.5.6)	Value	Time for Completion (Sub-clause 1.1.3.3)	Delay Damages (Sub-clause 8.7)

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the proposal for and on behalf of:	
Date:	

Appendix to Tender

The text below shall be used with the FIDIC Conditions of Contract for Plant and Design Build for Electrical and Engineering Works, Designed by the Contractor, First Edition 1999 (FIDIC Yellow Book)

Item	GCC Sub-Clause	Entry
Employer's name and address	1.1.2.2 & 1.3	<i>[enter the name, address, phone number and email address of the Employer]</i>
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	<i>[enter the name, address, phone number and email address of the Engineer]</i>
Bank's name	1.1.2.11	European Bank for Reconstruction and Development
Borrower's name	1.1.2.12	<i>[enter the name of the Borrower]</i>
Time for Completion	1.1.3.3	_____ days <i>[If Sections of the Works are to be completed within different Time for Completion, refer to Table: Summary of Sections below]</i>
Defects Notification Period	1.1.3.7	
Sections	1.1.5.6	<i>[If Sections of the Works are to be used, refer to Table: Summary of Sections below]</i>

Item	GCC Sub-Clause	Entry
Electronic transmission systems	1.3	<i>[state whether allowed and if so details]</i>
Governing Law	1.4	<i>[enter the country of the Governing Law]</i>
Ruling language	1.4	<i>[enter the ruling language]</i>
Language for communications	1.4	<i>[enter the language for communications]</i>
Time for access to the Site	2.1	<i>[insert figure]_____ days after [insert the event, such as, for example, the Commencement Date or signing the Contract]</i>
Engineer's Duties and Authority	3.1(b)(ii)	Issuing Variations resulting in an increase of the Accepted Contract Amount by <i>[insert percentage]</i> per cent requires prior approval by the Employer.
Amount of Performance Security	4.2	<i>[insert figure]_____ % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable</i>
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	<i>[insert figure] days</i>
Normal working hours	6.5	<i>[insert the information]</i>

Item	GCC Sub-Clause	Entry
Delay damages for the Works	8.7 & 14.15(b)	<i>[insert figure]</i> _____ % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable <i>[If Sections of the Works are to be completed within different Time for Completion, refer to Table: Summary of Sections below]</i>
Maximum amount of delay damages	8.7	<i>[insert figure]</i> _____ % of the final Contract Price.
<i>If there are Provisional Sums:</i> Percentage adjustment of Provisional Sums	13.5(b)	<i>[insert figure]</i> _____ %
<i>If Sub-Clause 13.8 applies:</i> Adjustments for Changes in Cost	13.8	

Schedule of Price Adjustment Data

Index Code	Index Description	Source of Index; Country; Currency related to Index	Base Value	Date

Total advance payment	14.2	<i>[insert figure]</i> _____ % of the Accepted Contract Amount
Number and timing of instalments	14.2	<i>[insert figure and timing]</i>

Item	GCC Sub-Clause	Entry
Currencies and proportions	14.2	<p>The advance payment shall be paid in the currency or currencies and proportions in which the Accepted Contract Amount is payable, i.e.</p> <p><i>[insert figure]</i>_____ % in _____</p> <p><i>[insert figure]</i>_____ % in _____</p>
Start repayment of Advance payment	14.2 (a)	When payments reach <i>[insert figure]</i> _____ % of the Accepted Contract Amount less Provisional Sums
Repayment amortization rate of advance payment	14.2(b)	<i>[insert figure]</i> _____ %
Percentage of Retention	14.3	<i>[insert figure]</i> _____ %
Limit of Retention Money	14.3	<i>[insert figure]</i> _____ % of the Accepted Contract Amount
<i>If Sub-Clause 14.5 applies:</i> Plant and Materials	14.5(b)	The following Plant and Materials for payment, when shipped en route to the Site _____ <i>[list]</i> .
	14.5(c)	The following Plant and Materials for payment, when delivered to the Site _____ <i>[list]</i> .
Minimum Amount of Interim Payment Certificates	14.6	<i>[insert the amount, which shall be consistent with the minimum amount of drawdown specified in the legal agreement with the Bank]</i>
Currency/Currencies of Payment	14.15	<i>[insert the specific currency(ies), if necessary]</i>

If some payments are to be made in a currency/currencies not named on the first page of the Letter of Tender

Item	GCC Sub-Clause	Entry
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Currency/Currencies of Payment

14.15

Currency Unit	Percentage/amount payable in the Currency	Rate of exchange
Local: _____ Foreign: _____ _____		1.00

Periods for submission of insurance:

18.1

[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days]

(a) evidence of insurance.

_____ days

(b) relevant policies

_____ days

Maximum amount of deductibles for insurance of the Employer's risks

18.2(d)

[Insert maximum amount of deductibles]

Minimum amount of third party insurance

18.3

[Insert amount of third party insurance]

The DAB shall be comprised of

20.2

[Either: One sole Member/Adjudicator or: a DAB of three Members]

Appointment (if not agreed) to be made by

20.3

[Insert name of the appointing entity and official]

Rules of arbitration

20.6(a)

[Insert rules of arbitration]

Rules of arbitration

20.6(b)

[Insert the place of arbitration]

[If there are Sections, please add the following:]

Summary of Sections:

Definition of Sections:			
Description (Sub-clause 1.1.5.6)	Value	Time for Completion (Sub-clause 1.1.3.3)	Delay Damages (Sub-clause 8.7)

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the proposal for and on behalf of:	
Date:	

Appendix

The text below shall be used with the FIDIC Conditions of Contract for Short Form of Contract, First Edition 1999 (FIDIC Green Book)

Item	GCC Sub-Clause	Data
Documents forming the Contract listed in the order of priority	1.1.1	
Document <i>[amend as applicable]</i> :		Document Identification
(a) The Agreement		
(b) Particular Conditions		
(c) General Conditions		
(d) The Specification		
(e) The Drawings		
(f) The Price Schedules (Bill of Quantities)		
Time for Completion	1.1.9	<i>[insert figure]</i> _____ days
Law of the Contract	1.4	<i>[Enter the country of the Governing Law]</i>
Language	1.5	<i>[Enter the language]</i>
Provision of the Site	2.1	<i>[insert figure]</i> _____ days after the Commencement Date
Authorised Person	3.1	
Name and address of Employer's Representative	3.2	[enter the name, address, phone number and email address of the Employer's Representative]
Performance security:		
Amount	4.4	<i>[insert figure]</i> _____ % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable

Item	GCC Sub-Clause	Data
Performance security:		
Form	4.4	<i>[enter details]</i>
Requirements for Contractor's design (if any)	5.1	Specification Clause Number _____
Programme:		
Time for submission	7.2	Within 14 days of the Commencement Date
Form	7.2	
Amount payable due to failure to complete	7.4	<i>[insert figure]</i> _____ per day up to a maximum of 10% of the Final Contract Price
Period for notifying defects	9.1 & 11.5	365 days* calculated from the date stated in the notice under Sub-Clause 8.2
Variation procedure:		
Daywork rates	10.2	_____ (details)
Valuation of the Works		
Lump sum Price	11.1	_____ (details)
Lump sum Price with schedules of rates	11.1	_____ (details)
Lump sum Price with Bill of Quantities	11.1	_____ (details)
Lump sum Price with Bill of Quantities	11.1	_____ (details)
Re-measurement with tender Bill of Quantities	11.1	_____ (details)
Cost reimbursable	11.1	_____ (details)
Percentage of value of Materials and Plant	11.2	Materials <i>[insert figure]</i> % Plant <i>[insert figure]</i> %

Item	GCC Sub-Clause	Data
Percentage of retention	11.3	<i>[insert figure] %</i>
Currency of payment	11.7	
Rate of interest	11.8	<i>[insert figure] % per annum</i>
Insurances	14.1	

Type of cover*	Amount of cover*	Exclusions*
The Works, Materials, Plant and fees	The sum stated in the Agreement plus <i>[insert figure] %</i>	
Contractor's Equipment	Full replacement cost	
Third Party injury to persons and damage to property		
Workers		
Other cover		

Arbitration

Rules	15.3	<i>[UNCITRAL Arbitration Rules] [or insert alternative rules of arbitration]</i>
Appointing authority	15.3	<i>[Insert name of the appointing entity or official]</i>
Place of Arbitration	15.3	<i>[Insert the place of arbitration]</i>

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the proposal for and on behalf of:	
Date:	

