



DANISH REFUGEE COUNCIL

**TENDERING DOCUMENTS FOR
THE COMPETITIVE TENDERING OF
CONSTRUCTION WORKS**

RFP – JOR-AMM-2026-006

***For Mujib Tender Package: Protecting Mujib Dam Through
Nature-Based Solutions***

Line	Item	Time, date, address as appropriate
1	RFP published	27/08/2026
2	Mandatory site Visit	31/08/2026 and 01/09/2026
3	Closing date for clarifications	07/09/2026 15:00 Amman Time
4	Closing date and time for receipt of Tenders	17/09/2026 15:00 PM Amman Time (12:00 PM UTC time)
5	Tender Opening Location-	DRC Jordan Country Office (Wadi Saqra- Mohammad AlJamaan St. Bldg#4-1 st floor Address – Bidders are invited to attend the tender opening as per the set date, time and location
6	Tender Opening Date and time	17/09/2026 @12:00 PM Amman time- 9:00 AM UTC time
7	Bid Validity period	90 Days

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Section 1

Instructions to Bidders (ITB)

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1. Scope of Bid

- 1.1** The Danish Refugee Council Jordan (DRC), as defined in the Contract Data, invites bids for the construction of Works, as described in the Contract Data and Scope of Work Annex A. The name and identification number of the Contract is provided in the Contract Data and Scope of Work form.
- 1.2** The successful Bidder will be expected to complete the Works by the Required Completion Date specified in the Contract Data and scope of work form.

2. Qualification of the Bidder

- 2.1** 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. Drawings can be found at this link:
https://drive.google.com/file/d/1XZ_MGixe5zCli4fNtAWvQhnpctfXKOGt/view?usp=drive_link
- Bidders are advised to download the drawing from the link above, as it is not included in the document package due to its large size.
- 2.2** To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of construction work during the past two years of at least the amount specified in the Bidding Data;
 - (b) experience as prime contractor in the construction of at least one work of a nature and complexity equivalent to the Works over the last 2 years (to comply with this requirement, works cited should be at least 80 per cent complete);
 - (c) proposals for the timely acquisition or (own, lease, hire, etc.) of the essential equipment.
 - (d) A Project Manager with eight Years' experience in two similar projects involving works of an equivalent nature and scale.
 - (e) Land Surveyor with Five years' experience and at least Two Forman
 - (f) List of planned equipment suitable to execute the works within project execution duration.
 - (g) Realistic implementation timeframe matching the project execution duration is a maximum of 3 calendar months.
 - (h) 2 years of certified audited financial reports along with financial statements.
 - (i) Meet the eligibility criteria.

3. One Bid per Bidder per facility

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.

- 4. Cost of Bidding** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the DRC will in no case be responsible or liable for those costs.
- 5. Site Visit**
- 5.1** The Bidder, at the Bidder's own responsibility and risk, MUST 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. Site visit dates: 31/08/2026 and 01/09/2026.
- 5.2** Bidders shall send an email to the DRC email address(rfq.jor.amm@drc.ngo) to request a site visit appointment.
- 6. Content of Bidding Documents** The set of bidding documents comprises the documents listed in the table below and any addenda issued.
- Section1 Instructions to Bidders
1. All required documents that comply with the requirements specified in the Technical Criteria Table on page 12 of this document.
 2. Bidding Data
 3. Conditions of Contract, Supplier code of conduct
 4. Contract Data
 5. Forms of Bid and Qualification
 6. Specifications
 7. Drawings (Drawings can be found at this link: https://drive.google.com/file/d/1XZ_MGixe5zCli4fNtAWvQhnpCfiXKOGt/view?usp=drive_link. Bidders are advised to download the drawing from the link above, as it is not included in the document package due to its large size.)
 8. Bill of Quantities
- 7. Clarification and Amendments of Bidding Documents** 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 7 days prior to the deadline for the submission of bids. The DRC shall also send copies of the 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.
- 8. Language of Bid** All documents relating to the Bid and contract shall be in the language specified in the Contract Data.

**9. Documents
Comprising the
Bid**

The Bid submitted by the Bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section 2);
- (b) Priced Bill of Quantities
- (c) Qualification Information Form and Documents;
- (d) All required documents that comply with the requirements specified in the Technical Criteria Table on page 12 of this document.

and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

10. 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 submitted by the Bidder. The type of contract (***unit price based on Bill of Quantities***) 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. 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.
- 10.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

11. Currency of Bid and Payment

Prices shall be in JOD and include all applicable taxes and fees.

12. Bid Validity

Bids shall remain valid for the period specified in the Bidding Data. 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.

13. 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.

14. 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.

15. 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.

15.2 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.

16. Late Bids

Any Bid received by the DRC after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

17. 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.

17.5 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.

18. Bid Opening

18.1 The DRC will open the bids, including modifications in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' names, the Bid prices, the total amount of each Bid, any discounts, and bid modifications and withdrawals will be announced by the DRC at the opening.

18.2 Bidders are only allowed to join the financial bid opening and upon DRC official invitation

19. Process to Be Confidential

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.

20. Clarification of Bids

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, email 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.

21. 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.

22. Correction of Errors

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.

23. 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.

24. Award Criteria

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 best value for money , provided that such Bidder has been qualified in accordance with the Clause 2 provisions.

25. DRC's Right to Accept any Bid and to Reject any or all Bids

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.

26. Lue for Money 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 3 days of receipt, the successful Bidder will sign the Agreement and deliver it to the DRC.
- 26.4** Upon receipt of the signed Agreement from the Bidder, the DRC will promptly notify the other bidders that their bids have been unsuccessful.

**27. Performance
Security**

- 27.1** If required and stated in the Bid Data sheet, within 14 (fourteen) 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.

28. Advance Payment

An advance payment of 10% will be made to the awarded contractor against a guarantee cheque.

Section 2

BIDDING DATA

Instructions to

Bidders Clause

RFP JOR AMM 2026 006

Line	Item	Time, date, address as appropriate
1	RFP published	27/08/2026
2	Mandatory site Visit	31/08/2026 and 01/09/2026
3	Closing date for clarifications	07/09/2026 15:00 Amman Time
4	Closing date and time for receipt of Tenders	17/09/2026 15:00 PM Amman Time (12:00 PM UTC time)
5	Tender Opening Location-	DRC Jordan Country Office (Wadi Saqra- Mohammad AlJamaan St. Bldg#4-1 st floor Address - Bidders are invited to attend the tender opening as per the set date, time and location
6	Tender Opening Date and time	18/09/2026 @12:00 PM Amman time- 9:00 AM UTC time
7	Bid Validity period	90 Days

- The minimum required annual volume of construction work for the successful Bidder in any of the last two years shall be **200,000 JOD**
- The awarded contractor is responsible for providing **all necessary tools, machinery, personnel and any equipment required to finish the work.**

Minimum eligibility administrative requirements are as follows: -

a) A completed and signed Bid Submission Form.

b) A copy of the Bidder's valid registration certificate and professional licenses required to undertake construction works in Jordan.

c) Copies of the Bidder's audited financial statements or other acceptable financial records for the last two (2) years.

d) Evidence demonstrating compliance with the minimum annual construction turnover requirement.

e) Details of similar contracts successfully completed within the last five (5) years, including client references, contract values, and completion certificates.

f) A list of the key personnel proposed for the Contract, together with their qualifications and relevant experience.

g) A preliminary work programme and methodology describing the proposed approach to executing the Works. The work plan must be specified and match the tender requirement (maximum of 3 calendar months) to execute, complete and hand over all works.

h) A signed declaration confirming that the Bidder is not subject to sanctions, debarment, insolvency proceedings, or conflicts of interest that would affect its eligibility to participate in the tender.

i) A copy of the Bidder's tax registration certificate and valid social security registration certificate.

j) Any joint venture agreement or letter of intent to form a joint venture, where applicable.

k) Any other documentation reasonably required by the Employer to verify the Bidder's qualifications, technical capacity, financial capacity, and legal eligibility.

l) DRC procurement registration forms filled out and stamped (Annex E), and DRC supplier code of conduct (Annex D) in addition to the supplier general conditions of contract (Annex C).

**** Bidders who pass eligibility and administrative criteria will be qualified for the technical evaluation stage.**

	Technical Criteria	POINT SCORE SCALE 1-10 Weighted score %
1	WORK EXPERIENCE	40%
	Attach project completion certificate of a similar project	
2	KEY PERSONNEL	20%
	Technical skill in terms of human resources. Attach CVs and certified copies of academic & professional certificates and licenses detailing qualifications of project key personnel who shall be involved in this contract. The persons must be working with the company or have a signed undertaking to work with the firm by the time of submitting this tender. Each of the personnel will be evaluated in the following parameters:	
	Project Engineer (Civil):	
	BSc. Civil Engineering	
	Over 8 years' experience working with similar projects of similar contract value (list in the CV the projects and value)	8%
	Registered with a professional body such as JEA	
	Land Surveyor	
	Over 5 years' experience working with similar projects	4%
	Foreman (at least 2)	
	Over 4 years' experience working with similar projects	8%
3	PLANNED EQUIPMENT AND MACHINERY	20%
	List of planned equipment suitable to execute the works within project execution duration	
4	WORK SCHEDULE	15%

	Realistic implementation timeframe matching the project execution duration, <u>maximum of 3 calendar months</u>	
5	FINANCIAL CAPACITY	5%
	2 years of certified audited financial reports (2024 and 2025)	
	TOTAL	100%

The points to be awarded are either 1,4,5,7,or 10 and are based on the explanation below:

10: Significantly above requirement;

7: Slightly above requirement

5: Meets requirement

4: Slightly below requirement

1: Does not meet requirement

No other number between the above five numbers stated can be added to the weighting evaluation.

Please note that bids shall respond to all criteria, or their bid may be disqualified.

Financial Evaluation Stage

Only bidders that passed the technical evaluation will proceed to this stage.

- This shall be a "**Unit Price Contract based on Priced Bill of Quantities**". The unit price shall include all applicable fees and taxes.
- The currency in which the prices shall be quoted is **Jordanian Dinars JOD.**
- The period of Bid validity shall be **90 Days.**
- The number of copies of the Bid to be completed and returned shall be **2 copies (one original & one copy).**
- The DRC's address for the purpose of Bid submission is **4 Mohammad Al-Jamaan Street, Wadi Sagra, Amman, Jordan. (1st floor) Google Maps location: (<https://maps.app.goo.gl/qhgo6D4gfzh7X9F1A>)**
- The name and the identification number of the Contract (Mujib Tender RFP JOR AMM 2026 006)
- A Performance Security is required in the format provided in this document. For a value of not less than 10% (ten per cent) of the contract value. This should be valid for 90 days past the contract completion period, including any defects liability period or any warrantee period.
- advance payment of 10% will be made to the awarded contractor against a guarantee cheque.

Section 3

CONDITIONS OF CONTRACT

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Conditions of Contract

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.

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. (Drawings can be found at this link:

https://drive.google.com/file/d/1XZ_MGixe5zCli4fNtAWvQhnpctfXKOGt/view?usp=drive_link. Bidders are advised to download the drawing from the link above, as it is not included in the document package due to its large size.)

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 consumables, 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.

1.2 This shall be a **"Unit Price Contract based on Priced Bill of Quantities"**, as specified in the Contract Data.

2. Language and Law	The language of the Contract and the law governing the Contract are stated in the Contract Data.
3. Communications	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.
4. Sub-contracting and other contractors	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.
5. 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. 5.2 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.
6. Contractor's Risks	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.
7. 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.

8. Contractor to Construct the Works

2.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. Drawings can be found at this link: https://drive.google.com/file/d/1XZ_MGixe5zCii4fNtAWvQhnpctfiXKO_Gt/view?usp=drive_link

Bidders are advised to download the drawing from the link above, as it is not included in the document package due to its large size.

9. The Works to Be Completed by the Completion Date

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.

10. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

11. Program

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.

12. Extension of the Completion Date

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.

13. Delays Ordered by the Project Manager

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 time adjustments by the DRC.

14. 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.

- 14.2** 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.

15. 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.

16. Uncorrected Defects

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.

17. 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.

18. Changes in the Quantities

DRC has the right to add quantities to the work without any adjustment to the contract price even if the quantities exceeded 25% of the original quantity in the bill of quantities.

19. Payment Certificates

- 19.1** The Contractor shall submit to the Project Manager 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** Interim payment certificates shall be made on the basis of percentage of completion of works as follows:
- 10% Advance Payment.
 - 15% Second payment upon the completion and acceptance of 25% of the agreed works, as per the signed contract.
 - 25% Upon the completion and acceptance of another 25% stage of the agreed works, as per the signed contract.
 - 20% Upon the completion and acceptance of the next stage of the agreed works, as per the signed contract.
 - 30% Upon the completion and final acceptance of all remaining agreed works, as per the signed contract.
- All payments are subject to deductions for the retention, advance payment and any other applicable deductions mentioned in this document.

20. Payments

- 20.1** advance payment of 10% will be made to the awarded contractor against a guarantee cheque.
- 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.

21. Compensation Events

No compensation will be provided, either in time or financially.

22. Tax

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. **Service Tax of 5% will be deducted from each payment to contractor.**

23. Liquidated Damages

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.

24. Advance Payment

An advance payment of 10% will be made to the awarded contractor against a guarantee cheque.

25. Retention Moneys

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 30 days of the issue by the Project Manager of the Defects Liability Certificate.

- 26. Day-works** Not applicable
- 27. Cost of Repairs** 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.
- 28. Completion and Taking Over** 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 15 days of the Project Manager's issuing of a certificate of completion.
- 29. Final Account** 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.
- 30. 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 7 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.

30.5 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.

31. 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.

32. Property

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.

33. Release from Performance

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.

34. Resolution of Disputes

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 the 2 appointed independent contractors. 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.

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.

<u>No.</u>		<u>Contract Clause Reference</u>
1.	The DRC is: Name: <u>DANISH REFUGEE COUNCIL</u> Address: <u>4 Mohammad Al-Jamaan Street, Wadi Saqra, Amman, Jordan</u> Name of Authorized Representative: <u>Esther Lee Stewart</u> The Project Manager is: Name: Mohammad Al-Jaradat Address: Same as DRC address above Name of Authorized Representative: Ahmed Noufal	[1.1]
2.	The name and identification number of the Contract is [Insert name and number as indicated in the Invitation for Bids, if any]].	[1.1]
3.	The Works consist of <u>Construction of gabion check-dams, gabion - retaining walls and grouted rip-rap at Mujib Dam area, as per the tender drawings, technical specifications, general conditions of contract, special conditions of contract, bills of quantities and project manager instructions.</u>	[1.1]
4.	The Start Date shall be _____	[1.1]
5.	The Required Completion Date for the whole of the Works shall be _____	[1.1]
6.	The Site is located at <u>Mujib Dam area</u> and is defined in drawings nos. <u>TP-01</u>	[1.1]
7.	This shall be a "<u>Unit Price Contract based on Priced Bill of Quantities</u>".	[1.2]
8.	The language of the Contract documents is English and Arabic.	[2]

9. The law that applies to the Contract is the law of the **Hashemite Kingdom of Jordan**. [2]
10. The following documents are also part of the Contract: [5]
- The Schedule of Key Personnel
 - Baseline schedule
 - Method statement of work
11. The minimum insurance covers shall be: [7]
- (a) Loss of damage to Works and Materials **Equivalent to contract price**
 - (b) Loss of damage to equipment **100,000 JOD**
 - (c) Loss of damage to property (except the Works, Materials and Equipment in connection with the Contract **100,000 JOD per occurrence**
 - (d) Personal injury or death (Third Party liability) **not less than JOD 250,000 per occurrence and unlimited in the aggregate**
12. The period for submission of the Program is **5** days from the date of signature of Agreement. The period between the Program update is **15** days. [11]
13. The Defects Liability Period is **365** days. [15]
14. In case of lump sum contracts, clause 17 shall be replaced by the following new clause 17. [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."
15. In case of lump sum contracts, clause 18.1 shall be replaced by the following: [18]
- 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]

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 **Same date of schedule approval.** [21]
18. The liquidated damages for the whole of the Works are **0.5% of the Contract Price per calendar day of delay.** [23]
19. The maximum amount of liquidated damages for the whole of the Works is **10% Ten per cent** of the final Contract Price. [23]
20. The amount of advance payment will be **10 % ten per cent of the contract price.** [24]
21. The amount of retention money will be **10%** of each payment [25]
22. The percentage to apply to the value of the work not completed, representing the DRC's additional cost for completing the Works, is **25%** [31]
23. The place of arbitration is **the Palace of Justice – Amman.** [34]

Section 5

STANDARD FORMS

Table of Standard Forms

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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: **The Danish Refugee Council – Amman Head Office**

Address: **4 Mohammad Al-Jamaan Street, Wadi Saqra, Amman, Jordan**

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] (_____)

Jordanian Dinars.

**** the final price of contract must match the grand total of the priced Bill of Quantities**

The advance payment required is (maximum 10% of contract price):

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.

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

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 _____ 2026,

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:

Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the works]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
- or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

Standard Form F: 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 G: 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]