

# Tender Documents

## Tender Documents

Tender Documents consist of the following:

1. Tender Drawings
2. The specification
  - General requirements
  - Specification of workmanship and materials
3. Bill of Quantities
4. Conditions of Contract
5. Form of Tender
6. Form of Agreement
7. Form of bond

### 1. Tender Drawings

- The purpose of tender drawings is to describe the project in sufficient detail so that the price submitted by the contractor can be expected to be realistic.
- Drawings must show sufficient detail so that there is not significant change and subsequently no significant change of the cost.

### 2. The Specification

(a) PART A: General Requirements

- It includes relevant details of the site and information on items which do not form part of the permanent works.
  - (i) Preliminaries (Not part of permanent works). They include:
    - Services (water, electricity, gas, drainage)
    - Accommodation (offices, toilets)
    - Huttage (stores, workshops)
    - Security (fencing, watchman)
    - Protection
    - Temporary roads and lighting
    - Insurance
    - Scaffolding
    - Administration and office equipment
    - Cost of staff

### 2. The Specification

(a) PART A: General Requirements

- (ii) Program and sequence of construction
- (iii) Liaison with other contractors
- (iv) List of tender drawings

### 2. The Specification

(b) PART B: Specification of workmanship and materials

- It deals with the detailed requirements of every trade. The type, the quality and method of fixing (or fabrication) and testing of every item for incorporation in permanent works is described.
- Typical contents of 'specification of workmanship and materials' are:
  - Demolitions
  - Excavations and Earthworks
  - Drainage and sewerage
  - Piling and ground anchors
  - Mass reinforced concrete
  - Brickwork
  - Masonry
  - Waterproofing
  - Metalwork
  - Structural steelwork

## 2. The Specification

### (b) PART B: Specification of workmanship and materials

- Carpentry
- Floor, wall and ceiling finishes
- Glazing
- Sanitary appliances
- Mechanical and electrical Engineering services
- Painting and Decorating
- Roads
- Fencing

## 2. The Specification

### (b) PART B: Specification of workmanship and materials

- Typical contents of concrete specification:
  - Type of cement to be used
  - Type of aggregate
  - Type of water
  - Type of mixer required
  - Trial mixes required
  - Test results required
  - Method of mixing
  - Tests on mixing
  - Methods of transporting and placing
  - Tests on concrete produced
  - Methods of curing
  - Stripping times for formwork

### SECTION 1 GENERAL CLAUSES

#### Work to be Done

The Contractor shall furnish, except as otherwise expressly provided in the Contract, all materials, equipment and labour to complete the work in accordance with the terms of this Contract.

Without in any way limiting the scope of the foregoing, the work shall include all necessary clearing and grubbing; all dewatering; all excavation; all backfilling; all ditching; all sheeting; shoring, bracing and supporting; preparing and maintaining access roads; transporting and placing all materials supplied by the Employer and supplying and placing all construction materials necessary to build and put into complete working order, the sewer pipes and all associated works and asphalt re-surfacing as specified herein and as indicated on the Contract Drawings, within the terms of this Contract.

The Contractor shall also furnish all equipment, tools, labour and materials to support, protect, and maintain all conduits, ducts, pipes, fences, shrubs, trees or other existing features and structures. He shall also repair all damage to such utilities, features and structures as may be caused by his operations under this Contract.

On the completion of construction the Contractor shall leave the entire work in a clean and orderly condition to the satisfaction of the Engineer.

#### Estimated Quantities

The quantities shown in the Tender Form for unit price items are estimates only. Payment for these items will be made on actual measurements of work done during construction.

The Contractor shall be entitled to no additional allowance above the unit prices bid for these items by reason of any variation of quantities, except as stated in the General Conditions.

#### Drawings and Specifications

The works are to be built of the materials and to the sizes, dimensions and grades as called for in the Specifications and Contract Drawings and such other Drawings as may be added from time to time by the Engineer during the progress of the work.

### SECTION 2 CLEARING THE SITE

#### Work to be Done

Under this Section, the Contractor shall supply all labour, materials and equipment necessary to clear and grub the areas of excavation as specified herein.

The Contractor shall clear all areas specified in this Contract of all boulders, trees, bushes, logs and rubbish and shall grub to remove stumps, roots, foundations, etc. The Contractor, where necessary shall also demolish all existing structures and remove existing obstructions from the work site.

#### Grubbing

Grubbing shall include the removal and disposal of all boulders, stumps, roots, trees and grass as specified herein.

#### Disposal of Materials

All materials derived from the clearing, demolition and grubbing operations shall become the property of the Contractor and shall be satisfactorily disposed of the site by the Contractor at his own expense.

#### Removal of Temporary Fences and Barriers

On completion of the Contract the Contractor shall remove all temporary fences and barriers erected by him.

## 3. Bill of Quantities

- It is like a 'shopping' list It lists every work activity or component part necessary for the execution of the (permanent) works.
- These quantities are generally prepared by the Engineer's staff and sometimes by quantity surveyors.
- Bill of Quantities is essential to cost control.
- Arranged to same sections as specifications.
- Bills of quantities are prepared from tender drawings.

## 3. Bill of Quantities

- It serves the following purposes:
  - To help to describe the scope of the works
  - To provide a means for pricing
  - To effect standardization for realistic price comparison (to provide a means of comparing the costs of different tenders)
  - To provide a means of valuing completed work
  - To provide a basis (method) for pricing variations.
- The Contractor inserts a rate and multiplies it with the given quantity.

**SCHEDULE OF ITEMS AND PRICES (Continued)**

**ITEM A2 – SANITARY SEWERS:** Materials and Installation Complete, as specified.

S/N	Drawing No.	From MH	To MH/ Clean Out	Pipe Dia. (mm)	Class of Bedding	Approx. Length (m)	Average Depth to Invert (m)	Unit Price (€/m)	Total Cost (€)
361	P52	MH 66-361	MH 66-360	200	B	61,0	1,8		
362	P52	MH 66-360	MH 66-359	200	B	32,0	2,5		
363	P52	MH 66-360	MH 66-363	200	B	66,0	3,1		
364	P53	MH 66-656	MH 66-655	200	B	44,0	1,9		
365	P53	MH 66-653	MH 66-652	200	B	39,0	2,8		
366	P53	MH 66-652	MH 66-651	200	B	39,0	2,6		
367	P53	MH 66-655	MH 66-654	200	B	19,0	1,9		
368	P53	MH 66-654	MH 66-653	200	B	28,0	2,3		
369	P53	MH 66-659	MH 66-658	200	B	69,0	1,8		
370	P53	MH 66-658	MH 66-656	200	B	71,0	1,9		
371	P54	MH 66-647	MH 66-646	200	B	93,0	1,9		
372	P54	MH 66-646	MH 66-644	200	B	77,0	1,9		
373	P54	MH 66-651	MH 66-650	200	B	43,0	2,8		
374	P54	MH 66-650	MH 66-649	200	B	70,0	1,9		
375	P54	MH 66-649	MH 66-648	200	B	79,0	3,4		
				<b>SUB-TOTAL LENGTH</b>		<b>20236</b>		<b>SUB TOTAL ITEM A2</b>	.....

### 3. Bill of Quantities

- The contractor is paid for **what he does at the rates shown – NOT what is included in the tender drawings.**

### 4. Conditions of Contract

- The purpose of the Conditions of Contract is:
  - To define the responsibilities and liabilities of the parties to the contract.
  - To describe the method of administration (by Engineer)
- The Conditions of Contract define the terms under which the work is to be carried out, the relationship between the Employer and the Contractor, the powers of the Engineer and the terms of payment.
- The imposition of conditions of contract which are biased (unfair) in favour of the Employer can be uneconomical.

#### CONDITIONS OF CONTRACT CONTENTS

- PART I GENERAL CONDITIONS
- PART II CONDITIONS OF PARTICULAR APPLICATION

#### PART I GENERAL CONDITIONS

The General Conditions of Contract shall be the Conditions of Contract for Works of Civil Engineering Construction, Part I General Conditions, (Fourth Edition, 1987 with editorial amendments 1988, and with further amendments 1992) as approved by the Federation Internationale Des Ingenieurs - Conseils (FIDIC).

#### CONDITIONS OF CONTRACT PART II - CONDITIONS OF PARTICULAR APPLICATION

##### Definitions and Interpretation

##### Clause 1

##### Sub-Clause 1.1 - Definitions

- (a) (i) The Employer is the Sewerage Board of Nicosia.  
 (ii) The "Engineer" is the Sewerage Engineer of the Sewerage Board of Nicosia.  
 (e) (i) "Contract Price" means the sum named in the Letter of Acceptance, subject to such additions thereto or deductions therefrom as may be made under the provisions here in after contained.
- Engineer and Engineer's Representative**
- ##### Clause 2
- ##### Sub-Clause 2.1 - Engineer's Duties and Authority
- Delete Sub-Clause (b) and Substitute by the following:  
 (b) The Engineer is required to obtain the approval of the Employer before:-  
 (i) issuing any instructions for the modification of the Works pursuant to Clause 12;  
 (ii) fixing any extension of time for the completion of the Works pursuant to Clause 44;  
 (iii) issuing of the taking over certificate pursuant to Clause 48;  
 (iv) issuing any Variation Orders pursuant to Clause 51;  
 (v) fixing new rates pursuant to Clause 52;  
 (vi) approving and fixing the value of one claim(s) submitted by the Contractor pursuant to Clause 53;  
 (vii) issuing certificates for payments to the Contractor pursuant to Clause 60;  
 (viii) issuing the Defects Liability Certificate pursuant to Clause 62.
- Any action taken by the Engineer in respect of the aforesaid shall be deemed to have been taken with the Employer's approval.

#### Sub-Contracting

##### Clause 4.1 - Sub-Contracting - Add the following

The Engineer shall have the right at any time to withdraw previously given consent to the Employment of any sub-contractor should he believe such action desirable for the proper execution of the works and/or in the interest of the Employer.

#### Contract Documents

##### Clause 5

Delete Sub-Clause 5.1 and 5.2 and substitute by the following:

##### Sub-Clause 5.1 - Language/s and Law

- (a) The language in which this Contract shall be construed and interpreted shall be the English Language and any reference to the Ruling Language shall mean English.  
 (b) The Law is that in force in the Republic of Cyprus.

##### Sub-Clause 5.2 - Priority of Contract Documents

- Delete the documents listed 1-6 and substitute:  
 (1) the Contract Agreement (if completed),  
 (2) the Letter of Acceptance,  
 (3) the Tender,  
 (4) the Conditions of Contract Part II;  
 (5) the Conditions of Contract Part I;  
 (6) the Drawings;  
 (7) the Specification; and  
 (8) the Bill of Quantities.

## 5. Form of tender

- It is a standard letter of offer by the Contractor to execute the works. It is prepared by the Engineer and signed by the contractor.
- It contains the main points of the offer:
  - Starting date
  - Duration
  - Tender sum

## FORM OF TENDER

### CONTRACT FOR THE INSTALLATION OF SANITARY SEWERS AND ASSOCIATED WORKS AND ASPHALT RE-SURFACING IN STROVOLOS MUNICIPALITY

Note: The Tenderer's name and residence must be inserted here, and in case of firms, the name and residence of each and every member of the firm must be inserted.

Note: In case a tender shall be submitted by, or on behalf of any Corporation, it must be signed in the name of such Corporation, by some duly authorised officer or agent thereof who shall include herewith a copy of the resolution of the Board of the Corporation authorizing the signing of the tender; and shall also subscribe his own name and office; if practicable the seal of the Corporation shall also be affixed.

Note:

Tender by .....  
residing at (or place of business) .....  
and .....  
residing at (or place of business) .....  
comprising the firm of.....  
or.....  
a Company duly incorporated under the laws of.....  
and having its head office at .....

hereinafter called "the Tenderer"

TO: THE SEWERAGE BOARD OF NICOSIA

herein referred to as "the Employer"

The Tenderer Declares:

- That no person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which the Tender is made and to which it relates.
- That this Tender is made by the Tenderer without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work and is in all respects fair and without collusion or fraud.

(3) That no member of the Employer's organization is, will be, or has become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in, or in the performance of, the said Contract or Contracts or in supplies, work or business in connection with the said Tenderer in any portion of the profits thereof, or of any supplies to be used therein, or in any of the moneys to be derived therefrom.

(4) The Tenderer further declares that he has carefully examined the site of the proposed works, as well as all of the Drawings, Form of Tender, Information for Tenderers, Specifications, General Conditions, Form of Agreement, Form of Performance Security, Form of Advance Payment for Mobilization Bank Guarantee and Addendum/Addenda No. .... to ...., inclusive, relating thereto and hereby accepts the same as forming part and parcel of the Contract, and does hereby tender and offer to enter into a contract to supply all labour, materials and equipment and do all work necessary to construct the works, as described and specified herein on the terms and conditions and under the provisions set out herein for the price hereunder stated, including all taxes.

The Tenderer shall prepare his Tender legibly and the Tender Price must be given in figures and also written in words on the dotted lines in 5(a) below. In the Schedule of Items and Prices all prices must be extended and totalled.

(5) (a) The Tenderer hereby tenders and offers to enter into a Contract, being the Agreement in the form set out herein, to supply and do all or any part of that which is set out or called for in this Tender, on the terms and conditions and under the provisions set shall include all applicable out or called for in this Tender for the total sum submitted hereafter, which in every case taxes on the materials and equipment to be supplied by the Contractor and incorporated into the works and for the asphalt re-surfacing for the installation of sanitary sewers and associated works complete in every respect as specified herein and as shown on the Contract Drawings within the specified time:

FOR THE TOTAL CONTRACT PRICE OF:

.....  
.....Cyprus Pounds (CE.....)

or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is made up as shown in the Schedule of Items and Prices, Pages ..... to ..... inclusive. This price is for the installation of uPVC sanitary sewer pipe and fittings and is inclusive of 15% VAT.

\* The Tenderer shall insert here the number of addenda received by him during the tendering period and taken into account by him in preparing his tender and shall include a copy of the letter of receipt of all addenda issued by the Board.

(5) (b) And also agrees that this Tender is to continue open to acceptance and is irrevocable and the price herein tendered shall remain firm and unchanged for a period of ninety (90) days after the opening of tenders or in case the tenderer has been notified of the acceptance of his tender, until the formal contract is executed by the successful Tenderer for the said work, and the Bank Guarantees hereinafter mentioned are executed by the approved surety and that the Employer may at any time, within ninety (90) days after the opening of tenders and without notice, accept this Tender whether any other Tender has previously been accepted or not.

(5) (c) And also agrees that if the Tenderer withdraws his tender, either before the Employer has considered all the tenders and has ascertained the two lowest acceptable Tenderers, or, the Tenderer, being one of the two lowest acceptable Tenderers, withdraws his tender before the execution of the formal Contract, then in such case the security in the sum of ten percent (10%) of the value of the Tender will be forfeited and become the property of the Employer.

(5) (d) And also agrees that, if this Tender is accepted, as aforesaid, the Tenderer will forthwith furnish a Bank Guarantee for the proper fulfilment of the Contract as required under the terms of the Section of the said General Conditions entitled "Performance Security Bank Guarantee" and will execute an Agreement and the Bank Guarantees, in form satisfactory to the Advocate of the said Employer within twenty five (25) days after being notified so to do as specified in Item 9 of the Information for Tenderers of this Specification.

(5) (e) And also agrees that, should the Tenderer for any reason default or fail in respect to any matter or thing hereinbefore contained, the said Employer shall be at liberty to retain Tender Security deposited by the Tenderer to the use of the said Employer as liquidated damages and to accept any other tender or advertise for new tenders or carry out any work or do anything which is set out or called for in this Tender in any way as the said Employer may in its sole discretion deem best; and also agrees to pay to the said Employer the difference between the price or prices set out in this Tender and any greater sum or sums which the said Employer may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new tenders and fully indemnify and save harmless the said Employer and/or its officers, agents or servants from all loss, damage, liability, cost, charges, or expenses whatever which it, they or any of them may suffer, incur or be put to reason of any such default or failure.

(5) (f) And if awarded the Contract the Tenderer also agrees to commence work on or before the specified date to commence work as defined in Clause 12 of the Information for Tenderers and to complete the works ready for service within a time to be known at the "Time for Completion" of ..... CONSECUTIVE CALENDAR WEEKS from this specified date. This period is to be clearly indicated by the Tenderer in the above blank space and is not to exceed **90 calendar weeks**.

(5) (g) If this Tender is accepted, the Tenderer agrees that he will in accordance with the contract supply whatever additional articles, materials and equipment and will execute whatever additions or extra work which may be required at the unit prices shown in the Schedule of Items and Prices if applicable or if not at the unit prices shown in the Schedule of Prices for Additions herein contained and in strict conformity in all respects with the requirements of this Tender, the Specifications, General Conditions and Form of Agreement hereto annexed. And the Tenderer further agrees that payments from the Contingency Allowance for items in the Schedule of Items and Prices will be made only upon the receipt of Change Orders issued by the Employer for the performance of additional work as authorised by the Employer.

## 6. Form of agreement

- To set up names of parties, list of contract documents, signatures of parties, sealed contact documents, signatures, of parties, sealed contact.
- A standard form of agreement is the legal contract between the promoter and the contractor.
- It evidences the agreement of the Employer to pay the price indicated in the contractor's tender and the contractor's agreement to undertake the works in accordance with the tender documents.

**FORM OF AGREEMENT**

THIS AGREEMENT, made this the ..... day of ..... 20... by and between the SEWERAGE BOARD OF NICOSIA, acting herein through its Chairman, hereinafter called the "EMPLOYER" and ..... having its registered office at ..... hereinafter called the "CONTRACTOR".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the EMPLOYER, the CONTRACTOR hereby agrees with the EMPLOYER to commence and complete the Contract for the SUPPLY AND INSTALLATION OF SANITARY SEWERS AND ASSOCIATED WORKS AND ASPHALT RE-SURFACING hereinafter called the Project, for the sum of ..... (CE.....) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labour, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Tender, the General Conditions Parts I and II of the Contract, the Plans, which include all maps, plates, blueprints, and other drawings and printed or written explanatory matter thereof, the Specifications and Contract Documents therefore as prepared by the SEWERAGE BOARD OF NICOSIA all of which are bound in a book and a set of Drawings separately initialled and sealed for purposes of identification and all of which are deemed to be attached hereto and incorporated herein and all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Work Order" of the Employer and to fully complete the project within ..... consecutive calendar weeks thereafter. The Contractor further agrees to pay, as liquidated damages (in addition to fees payable in respect of resident engineers and inspectors), the sum of **€400** per day for each consecutive calendar day thereafter provided in Paragraph 47 of the General Conditions.

The EMPLOYER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Clause 60 "Certificates and Payment", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterpart, each of which shall be deemed an original, in the year and on the day first above mentioned.

**THE PARTIES**

For and on behalf of the  
Sewerage Board of Nicosia

.....  
Eleni Mavrou  
Chairwoman

Witness: .....

Name and Address .....

For and on behalf of  
Contractor

Witness: .....

Name and Address .....

**7. Form of bond**

- It is signed by both the contractor and a third party evidencing their agreement to pay a sum of money to the Employer in the event of the contractor's default.

**7. Form of bond**

- It is signed by both the contractor and a third party evidencing their agreement to pay a sum of money to the Employer in the event of the contractor's default.
- Often, the Employer worries whether the work will be good. Guarantee is provided by a third party (often a bank or an insurance company) to the contractor. If the contractor does not complete the work according to the specification (contract documents), he pays sum of money (bond) to the Employer.
- The form of bond is a guarantee in two ways:
  - Compensation to the Employer
  - If the Contractor can get bond by a third party, this means that it is an indication that he has got reputation.
- The amount of bond is 10% of the contract sum.

**PERFORMANCE SECURITY BANK GUARANTEE**

LETTER OF GUARANTEE NO: .....

Date of Issue: .....

Date of Expiry: .....

Beneficiary(ies)  
SEWERAGE BOARD OF NICOSIA  
P.O.BOX 21835  
1513 NICOSIA - CYPRUS  
Applicant(s)

.....

.....

.....

Amount: .....

At the request of the applicant(s) we hereby undertake to hold at your disposal the above amount as a guarantee, for the following:

In consideration of your contract no ..... with the above applicant(s) for .....

We hereby undertake to pay to you the above amount without any reference to and in spite of any contestation by the applicant(s) immediately on your demand being made to us in writing, stating that the applicant(s) has/have not performed his/their obligation under the above mentioned Contract and that you claim payment under this guarantee.

It is understood that the total liability of the Bank hereunder is limited to the above amount. This guarantee will be valid until the above mentioned date of expiry and all claims hereunder should be submitted to us in writing and in time to be received by the Bank not later than this date after which our obligation hereunder lapses and the guarantee becomes null and void of no effect whatsoever.

For and on behalf  
of the Bank\*\*  
\*78 weeks from issue of Certificate of Completion  
\*\*Name of Bank

**Declaration Form**

**DECLARATION FORM**

To: .....

Subject: My tender for .....  
 Tender No.: .....  
 Deadline for the submission of tenders .../.../200...

I affirm that:

1. I fully comply with the requirements of Article 51-(1) of Law N.12(I)/2006.
2. I comply with the requirements of Article 51-(2) of Law N.12(I)/2006 apart from the following (Give details):  
 .....  
 .....

Signature .....

Name and Surname.....

Identification Card No. / Passport No. of person signing .....

Position of person signing .....

Information of the tenderer or party in the consortium

Name.....

Country of Residency..... Address.....

..... P.O.....

Contact Address (if it is different)..... P.O.....

Contact telephone No..... Facsimile No.....

**Summary Table**

Document	Purpose
• Tender drawings, specification (BOQ).	• To describe the scope (location, extent, quality) of the works.
• Conditions of Contract, form of tender, form of agreement.	• To describe the liabilities and responsibilities of the client, engineer and contractor.
• Bills Of Quantities.	• To provide a means for pricing, for price comparison, for variations.
• Form of bond.	• To provide a guarantee to the promoter of satisfactory completion of the works.