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
      - 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
   (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

3. Bill of Quantities

- It is like a ‘shopping’ list as 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

- 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.

CONDITS OF CONTRACT
PART I - GENERAL CONDITIONS

1. PART I - GENERAL CONDITIONS

2. PART II - CONDITIONS OF PARTICULAR APPLICATION

3. SUB-CLAUSE 5.1 - Language 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.

4. 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 Statement of Conditions of Contract Part II;
(4) the Conditions of Contract Part I;
(5) the Drawings;
(6) the Specification; and
(7) the Bill of Quantities.

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 - Definitions and Interpretation
Add the following:
(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 Conditions of Contract Part II;
(4) the Conditions of Contract Part I;
(5) the Specification; and
(6) the Bill of Quantities.

CONDITIONS OF CONTRACT
DEFINITIONS AND INTERPRETATION

Clause 1
(a) The Employer is the Sewerage Board of Nicosia.
(b) The “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 hereinafter contained.

Engineer and Engineer's Representative
Clause 2
Sub-Clause 2.1 - Engineer's Duties and Authority
Add the following:
(3) The Engineer is required to obtain the approval of the Employer before:
(f) issuing any instructions for the modification of the Works pursuant to Clause 12;
(g) issuing any extension of time for the completion of the Works pursuant to Clause 44;
(h) issuing any Variation Order pursuant to Clause 51;
(i) approving any variations to the Works pursuant to Clause 51;
(j) taking over the Works pursuant to Clause 51;

Contract Documents
Clause 5
Delete Sub-Clause 5.1 and 5.2 and substitute by the following:
Sub-Clause 5.1 - Definitions and Interpretation
Add the following:
(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 Conditions of Contract Part II;
(4) the Conditions of Contract Part I;
(5) the Specification; and
(6) 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:
  - Tender sum
  - Duration
  - Starting date

6. Form of agreement

- To set up names of parties, list of contract documents, signatures of parties, sealed contract 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.
IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, 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

Witness: ................................................. .................................................
Chairwoman

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.

• 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.
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…………………………………….……

Contact Address (if it is different)………………………………………………………………

___________________________________________________________

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

Summary Table

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

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