



GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

INSTRUCTIONS TO TENDERERS
(EGYPTIAN PORTIONS)

JICA LIBRARY



J 1133618 (7)

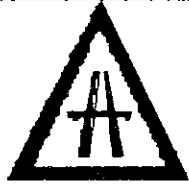
January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.

SSF

CR (5)

97-002



GENERAL AUTHORITY
FOR ROADS, BRIDGES AND LAND TRANSPORT
MINISTRY OF TRANSPORT AND COMMUNICATIONS
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

THE PROJECT FOR CONSTRUCTION OF
THE SUEZ CANAL BRIDGE
IN EGYPT

INSTRUCTIONS TO TENDERERS
(EGYPTIAN PORTIONS)

January 1997

PREPARED BY
PACIFIC CONSULTANTS INTERNATIONAL
CHODAI CO., LTD.



1133618 [7]

INVITATION TO TENDER

(Egyptian Portion)

Messrs.

**The Project for Construction of the Suez Canal Bridge in Egypt
(...Bank Contract)**

Dear Sir,

You are invited by the General Authority for Roads, Bridges and Land Transport, Ministry of Transport and Communications to tender for the Project for Construction of the ... Bank Contract of the Suez Canal Bridge in Egypt.

Tender documents will be supplied at a cost of LE 5,000 per set and they, together with additional information, can be obtained from the said Authority at the following address at noon. on _____, 1997.

Ministry of Transport and Communications
General Authority for Roads, Bridges and Land Transport
105, Kasr El Aini Street, Cairo, Egypt
Phone: 3557429/3549168/3542312
Fax : 3555564/3550591

The Tender must be submitted to the aforementioned Authority before the Tender Closing Time of noon Local Time on _____, 1997.

No Tender will be accepted after the Closing Time.

The Tender will be opened publicly at the aforementioned Authority's office immediately after the Tender Closing Time.

Yours faithfully,

Chairman of
General Authority for Roads, Bridges
and Land Transport
Ministry of Transport and
Communications

For Information and reference only

Item	Information	Reference Clause of Instruction to Tenderers	Reference Article of General Conditions
Construction Period for West Bank	42 months	1	1.02 3.06.1
Construction Period for East Bank	37 months	1	1.02 3.06.1
Language	English	5	1.09
Alternative Proposals	No	7	
Currency	Egyptian Pound	8	5.01.1
Tender Prices	as of the day of Tender	10	1.03.9
Pre Tender Meeting	at GARBLT	11	
Clarification of Tender Documents	30 days before closing date	13	
Documents to be submitted	1 original plus 2 copies	15	1.03.4
Tender Bond Amount	1 %	16	1.11
Tender Bond Validity	180 days	16	
Tender Validity	180 days	19	1.12
Deadline for Submission		20	1.04
Modification or Withdrawal		21	1.12 1.037
Opening of Tender	in Public	22	1.13
Against Defective Tender		24	1.10
Correction of Errors		25	
Contract Agreement	28 days	29	2.02.2
Performance Bond	10%	30	2.02.1
Advance Payment	20 % of Contract Sum		5.07.1
Repayment of Advance Payment	20 % of Interim Payment		
Retention Money	5 % of Interim Payment		5.07.8

TABLE OF CLAUSES

A. GENERAL	1
1. Scope of Tender.	1
2. Source of Funding.	1
3. Eligible Tenderers.	1
B. TENDER DOCUMENTS	3
4. Content of Tender Documents	3
5. Language of Tender.	3
6. One Tender Submittal only.	4
7. Alternative Tenders.	4
8. Currency of Tender and Payment.	4
9. Cost of Tendering.	4
10. Tender Prices.	5
11. Pre-Tender Meeting.	5
12. Site Visit.	6
13. Clarification of Tender Documents.	6
14. Amendments to Tender Documents.	7
C. PREPARATION OF TENDERS	8
15. Documents Comprising the Tender.	8
16. Tender Bond (Provisional Deposit).	9
17. Format and Signing of Tender.	10
18. Sealing and Marking of Tenders.	10
19. Tender Validity.	11
D. SUBMISSION OF TENDERS	11
20. Deadline for Submission of Tenders.	11
21. Modification and Withdrawal of Tenders.	12
E. TENDER OPENING AND EVALUATION	12
22. Tender Opening.	12
23. Process to Be Confidential.	13
24. Preliminary Examination of Tenders and Compliance.	13
25. Correction of Errors.	14
26. Clarification of Tenders.	14
F. AWARD OF CONTRACT	15
27. Award.	15
28. Notification of Award.	16
29. Signing of Contract Agreement.	16
30. Performance Bond.	16

INSTRUCTIONS TO TENDERERS

(Egyptian Portion)

A. General

1. Scope of Tender.

- 1.1 The General Authority for Roads, Bridges and Land Transportation (hereinafter referred to as the Authority), wishes to receive tenders for the construction and completion of the Suez Canal Bridge, as defined in these Tender Documents (hereinafter referred to as the Works).
- 1.2 The brief descriptions of both the East Bank and West Bank Contracts are as stated in Article 1.02 of General Conditions.
- 1.3 The successful Tenderer shall complete the West Bank Works within 42 months and the East Bank Works within 37 months from the date of commencement of the Works.

2. Source of Funding.

- 2.1 The Ministry of Transport and Communications is undertaking the Work and providing the Egyptian Funds (EF) (hereinafter referred to as the EF).

3. Eligible Tenderers.

- 3.1 This Invitation to Tender is confined to the Firms or Joint Ventures notified of their successful Pre-Qualification by letter as described in Pre-qualification Documents.
- 3.2 Association with experienced foreign contractors for structures of more than 45 m height will be accepted.
- 3.3 Tenders by a joint venture of two or more firms shall comply with the following requirements, and shall submit the required documents after successful Award of Tender, :

- (a) The Form of Agreement signed and sealed with the appropriate company stamp(s) so as to be legally binding on all companies forming the joint venture.
- (b) If one of the companies shall be designated as the principal member, and this designation shall be formalized by the submittal of a Power of Attorney duly signed by the legally authorized representative of each company in the Joint Venture.
- (c) Only this principal member shall be authorized to incur liabilities and receive instructions for and on behalf of any or all companies of the joint venture which shall be for the entire execution of the Contract including all payments.
- (d) All companies of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Tender Form and the Form of Agreement.

B. Tender Documents

4. Content of Tender Documents

4.1 The Tender documents are those stated below, and are to be read in conjunction with any Addenda issued in accordance with Clause 14:

Invitation for Tenders

Section	1	Instructions to Tenderers
	2	General Conditions (Conditions Part I)
	3	Particular Conditions (Conditions Part II)
	4	Technical Specification
	5	Special Specification
	6	Form of Tender
	7	Descriptions of Execution Methods
	8	Tender Bond
	9	Bills of Quantities
	10	Form of Agreement
	11	Forms of Guarantee Deposit
	12	Drawings

4.2 The Tenderer is assumed to have carefully examined the contents of the Tender Documents. Failure to comply with the requirements of tender submissions will be at the Tenderer's own risk. Pursuant to Clause 24, Tenders which do not comply with the requirements of the tender documents will be rejected.

4.3 The Drawings included in the Tender Documents are the preliminary drawings and the Contractor has no right to any claim based on the differences between the final Drawing and these Drawings.

5. Language of Tender.

The Tender, and all correspondence and documents, related to the Tender, exchanged between the Tenderer and the Authority shall be written in the English language with their translation in Arabic as described in Article 1.09 of General Conditions. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are

accompanied by an accurate English translation of the relevant passages, in which case, for purposes of interpretation of the tender the English translation shall prevail.

6. One Tender Submittal only.

Each tenderer shall submit only one tender either alone, or as a partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

7. Alternative Tenders.

7.1 No alternative Tenders are acceptable.

7.2 Tenderers shall submit offers which comply with the Documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered. The attention of Tenderers is drawn to the provisions of Clause 24.3 regarding the rejection of Tenders which do not comply to the requirements of the Tender Documents.

7.3 The Authority reserves the right to reject any variations or deviations from the confirming Tender. Variations or deviations, and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Authority shall not be taken into account in Tender Evaluation.

8. Currency of Tender and Payment.

The unit rates and the prices shall be quoted by the Tenderer entirely in Egyptian Pounds (£E).

9. Cost of Tendering.

The Tenderer shall bear all costs associated with the preparation and

submission of the Tender and the Authority will be responsible or liable for these costs.

10. Tender Prices.

- 10.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole of the Works as described in Clause 1, based on the schedule of unit rates and prices submitted by the Tenderer.
- 10.2 The Tenderer shall fill in the rates and prices for all items of the Works described in the Bills of Quantities. Items against which no rate or price is entered by the Tenderer shall be treated as described in Article 1.03.9 of General Conditions. In the event of discrepancy between unit price and amount, the unit price shall govern pursuant to Clause 25.2.
- 10.3 All duties, taxes and other dues payable by the Contractor under the Contract, or for any other cause, as of the day of tender, shall be included in the rates and prices and the total tender price submitted by the Tenderer.
- 10.4 The rates and prices quoted by the Tenderer are only subject to adjustment during the course of the Contract in accordance with the provisions of General the Conditions of Contract, Article 5.04, 5.05, 5.06 and 5.07.

11. Pre-Tender Meeting.

- 11.1 The Tenderer or his official representative is invited to attend a pre-Tender meeting which will take place at the office of the Authority.
- 11.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 11.3 The Tenderer is required to submit any questions in writing or by cable, to reach the Authority not later than one week before the meeting date pursuant to Clause 13.
- 11.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all Tenderers. Any

modification of the Tender Documents listed in Sub-Clause 4.1 which may become necessary as a result of the pre-tender meeting shall be made by the Authority exclusively through the issue of an Addendum pursuant to Clause 14 and not through the minutes of the pre-tender meeting.

- 11.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

12. Site Visit.

- 12.1 All Tenderers are advised to visit and examine the Site of the Works and the surroundings and will be deemed to have obtained all information that may be necessary for preparing the Tender and entering into a formal Contract for the Construction of the Works. The costs of this Site visit shall be at the Tender's own expense.
- 12.2 The Tenderer and his personnel or agents will be granted permission by the Authority to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, his personnel and agents, will release and indemnify the Authority and his personnel and agents from any and against all liability in respect thereof and will be responsible for any death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses which may be incurred as a result of the inspection.

13. Clarification of Tender Documents.

- 13.1 Documentation of a technical nature supplied to the Tenderer or made available to him, samples, models or other information are only provided for his assistance in preparing his offer. The Authority does not accept any responsibility for any errors, omissions or discrepancies contained therein. The Tenderer shall verify all such data and point out such errors, omissions or discrepancies to the Authority before the submission of his offer in sufficient time for the Authority to issue a correction or clarification. Failure to notify the Authority of any of the above will render the Tenderer liable for any resulting consequences.

13.2 Any Tenderer requiring clarification of any of the Tender Documents may notify the Authority in writing or by cable (hereinafter, the term "cable" is deemed to include telex and facsimile) at the Authority's address indicated in the Invitation for Tenders. The Authority will respond to any request for clarification which he receives earlier than 30 (thirty) days prior to the deadline for submission of tenders. Copies of the Authority's response and the enquiry will be forwarded to all Tenderers before 3 (three) weeks of closing time.

14. Amendments to Tender Documents.

- 14.1 At any time prior to the deadline for submission of Tenders, the Authority may, for any reason whatsoever, modify the Tender Documents by issuing addenda.
- 14.2 Any addendum thus issued shall be part of the Tender Documents, and shall be communicated in writing or by cable to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum by cable to the Authority.
- 14.3 To afford prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Authority may extend the deadline for submission of tenders, in accordance with sub Clause 20.2

C. Preparation of Tenders

15. Documents Comprising the Tender.

The Tenderer shall submit the following:

- 1) Power of Attorney duly authorizing the signatory of the Tender to bind the Tenderer to the Contract to be eligible for Award of Contract
- 2) Tender Form as attached sample form (Form A)
- 3) Tender Bond pursuant to Clause 16
- 4) Priced Bill of Quantities as specified in Article 1.03.6 of General Conditions
- 5) The information on Eligibility and Requirements such as a copy of registration of contractor and a copy of the agreement by the joint venture companies.
- 6) Construction time schedule as described in Article 3.06.2 of General Conditions
- 7) Major Equipment List as attached sample form
- 8) Key Personnel List as attached sample form
- 9) Subcontractors List as attached sample form. The Authority reserves the right to obtain details of all sub-contract arrangements which are of critical importance to the satisfactory performance of the Contract and to satisfy himself that the successful Tenderer will enter into any such sub-contract agreements in a manner satisfactory to him.

16. Tender Bond (Provisional Deposit).

- 16.1 The Tenderer shall furnish as part of his tender, a Tender Bond in the amount of 1 (one) % of the tender price sum or an equivalent amount in a freely convertible currency.
- 16.2 The Tender Bond shall, at the Tenderer's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a bank registered in Egypt or a foreign bank which has been determined by the Tenderer to be acceptable to the Authority, or a bond issued by a surety company located in Egypt and determined by the Tenderer to be acceptable to the Authority. The format of the bank guarantee or bond shall be in accordance with one of the sample forms of Tender Bonds as attached in the Appendix, other formats may be permitted, subject to the prior approval of the Authority. Letters of credit, bank guarantees and bonds issued as surety for the Tender shall be valid for 3 (three) months beyond the validity of the Tender.
- 16.3 Any Tender not accompanied by an acceptable Tender Bond shall be rejected by the Authority as non-compliant.
- 16.4 The Tender Bonds of unsuccessful Tenderers will be returned as promptly as possible, after the expiration of the period of validity.
- 16.5 The Tender Bond of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Bond pursuant to Clause 30.
- 16.6 The Tender Bond may be forfeited
- (a) if the Tenderer withdraws his Tender during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of his Tender Price, pursuant to Sub-Clause 25.3, or
 - (c) in the case of a successful Tenderer, if he fails within the specified time limit to:
 - (i) sign the Agreement, or
 - (ii) furnish the required Performance Bond of the Performance Bank Guarantees

17. Format and Signing of Tender.

- 17.1 The Tenderer shall prepare one original and two copies of the Tender Documents comprising the Tender as described in Clause 15 of these Instructions to Tenderers, bound with the volume containing the Form of Tender.
- 17.2 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Clause 15, as the case may be.
- 17.3 All pages of the tender where entries or amendments have been made, in which case such corrections shall be made in red ink and shall be initialed by the person or persons signing the tender.
- 17.4 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority.

18. Sealing and Marking of Tenders .

- 18.1 The Tender Documents should be enclosed in inner and outer of 2 (two) envelopes for each with clear marks of "ORIGINAL" and "COPY" for inner and outer envelope, and shall seal as described in Article 1.03.3 of General Conditions. In the event of discrepancy between them, the original shall prevail.
- 18.2 If the envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the Tender.
- 18.3 The outer envelopes shall
- (a) be addressed to the Authority at the following address:
The Chairman of
General Authority for Roads, Bridges and Land Transport
Ministry of Transport and Communications
CAIRO, EGYPT
- and

- (b) bear the following identification:
- ◆ Tender for the Construction of the Suez Canal Bridge.
 - ◆ DO NOT OPEN BEFORE (time and date for tender opening)

18.4 In addition to the identification required as noted above, the inner envelope only shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to Clause 20.3. The outer envelope or package shall not bear any indication such as would identify or lead to identification of the Tenderer.

19. Tender Validity.

- 19.1 Tenders shall remain valid for a period of 3 (three) months after the date of tender opening specified in Clause 22, and may not be withdrawn during this period except with the written permission of the Authority.
- 19.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Authority may require that the Tenderer extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his Tender Bond. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Bond for the period of the extension, and in compliance with Clause 1.6 in all respects.

D. Submission of Tenders

20. Deadline for Submission of Tenders .

- 20.1 Tenders must be received by the Authority at the address specified in Clause 18 no later than the closing time specified in the Invitation to Tenders.
- 20.2 The Authority may, at his discretion, extend the deadline for submission of Tenders by issuing an addendum in accordance with Clause 14, in which case all rights and obligations of the Authority and the Tenderers previously subject

to the original deadline will thereafter be subject to the deadline as extended.

20.3 Any Tender received by the Authority after the deadline for submission of Tenders will be rejected and returned unopened to the Tenderer.

21. Modification and Withdrawal of Tenders .

21.1 The Tenderer may modify or withdraw his Tender after Tender submission, provided that written notice of the modification or withdrawal is received by the Authority prior to the deadline for submission of Tenders .

21.2 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender Validity specified in the Form of Tender may result in the forfeiture of the Tender Bond.

21.3 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

21.4 A withdrawal notice may be sent by cable but must be followed up by a signed confirmation copy, either delivered by hand or sent by Registered Mail.

21.5 No Tender may be modified by the Tenderer after the deadline for submission of Tenders .

E. Tender Opening and Evaluation

22. Tender Opening.

22.1 The Authority will open the Tenders on the date and time described in the Invitation to Tenderers, including modifications made pursuant to Clause 21, in the presence of Tenderers' Representatives who choose to attend, at the office of the Authority described in the Invitation to Tenders. The Tenderers' Representatives who are present shall sign a register evidencing their attendance.

- 22.2 Tenders for which an acceptable Notice of Withdrawal has been submitted pursuant to Clause 21 shall not be opened.
- 22.3 The Authority shall prepare minutes of the Tender opening, including the information disclosed to those present.

23. Process to Be Confidential.

- 23.1 The Authority will evaluate and compare only the Tenders determined to be fully compliant in accordance with Clause 24.
- 23.2 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process until the award to the successful Tenderer has been announced.
- 23.3 Any effort by a Tenderer to influence the Authority's processing of Tenders or award decision may result in the rejection of that Tender.

24. Preliminary Examination of Tenders and Compliance.

- 24.1 Prior to the detailed evaluation of Tenders, the Authority will determine whether each Tender (i) meets the eligibility criteria of the Egyptian Funds; (ii) has been properly signed; (iii) is accompanied by the required bonds (securities); (iv) is fully compliant to the requirements of the Tender Documents; and (v) provides any clarification and/or substantiation that the Authority may require pursuant to Sub-Clause 26.1.
- 24.2 A fully compliant Tender is one which conforms to all the terms, conditions and specifications of the Tender Documents, without material deviation or qualification. A material deviation or qualification is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Tendering Documents, the Authority's rights or the Tenderer's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other Tenderers presenting fully compliant Tenders.

24.3 If a Tender is not fully compliant, it will be rejected by the Authority, and may not subsequently be made compliant by correction or withdrawal of the non-conforming deviation or qualification.

25. Correction of Errors.

25.1 In evaluating the Tenders, the Authority will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows:

- (a) making any correction for errors pursuant to Clause 25.2 and 25.3.
- (b) excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities.
- (c) The estimated effect of the price adjustment provisions of Article 5.04 of the General Conditions, applied over the period of execution of the Contract, shall not be taken into account in Tender Evaluation.

25.2 Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate by the quantity, the unit rate shall prevail and the total cost will be corrected, unless in the opinion of the Authority there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate be corrected. If there is a discrepancy between the total Tender amount and the sum of total costs, the sum of the total costs shall prevail and the total Tender amount will be corrected.

25.3 The amount stated in the Form of Tender will be adjusted by the Authority in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected, and the Tender Bond may be forfeited in accordance with Sub-Clause 16.6(b).

26. Clarification of Tenders .

26.1 To assist in the examination, evaluation and comparison of Tenders, the Authority may, at his discretion, ask any Tenderer for clarification of his

Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Tenders in accordance with Clause 25.

- 26.2 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Engineer's Estimate of the cost of work to be performed under the Contract, the Authority may require the Tenderer to produce a detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Authority may require that the amount of the Performance Bond set forth in Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Authority against financial loss in the event of default of the successful Tenderer under the Contract.

F. Award of Contract

27. Award.

- 27.1 The Authority will award the Contract to the Tenderer whose Tender has been determined to be fully compliant to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be eligible in accordance with the provisions of Clause 15.
- 27.2 Notwithstanding Clause 27.1, the Authority reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Authority's action.

28. Notification of Award.

- 28.1 Prior to expiration of the Tender Validity, the Authority will notify the successful Tenderer by cable confirmed by Registered Letter that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name **the total value of the contract** in the General Conditions Sub-Clause 2.02.1 which the Authority will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract.
- 28.2 The Notification of Award will constitute the formation of the Contract.
- 28.3 Upon the furnishing by the successful Tenderer of a Performance Bond (and Domestic Preference Bond where required), the Authority will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Signing of Contract Agreement.

Within 28 days of receipt of the Letter of Award, the successful Tenderer shall sign the Form of Contract with supplementary conditions, if any.

30. Performance Bond.

- 30.1 Within 28 days of receipt of the Letter of Award from the Authority, the successful Tenderer shall furnish to the Authority a Performance Bond in an amount in accordance with the General Conditions of Contract.
- 30.2 The form of Performance Bond provided in the Tender Documents may be used or some other form acceptable to the Authority.

S A M P L E F O R M S

TABLE of FORMS

FORM "A" Form of Tender	2
FORM "B" Form of Contract	3
FORM "C" Form of Letter of Guarantee for Provisional Deposit	4
FORM "D" Form of Letter of Guarantee for the Guarantee Deposit	5
FORM "E" Form of Bank Guarantee for Advance Payment	6
FORM "I" Form of Taking-Over Certificate	7
FORM "J" Form of Defects Liability Certificate	8
FORM "F" Major Items of Construction Plan	9
FORM "G" Key Personnel	10
FORM "H" Description of Subcontractors	11

Form of Tender

To Chairman,
General Authority for Roads and Bridges
Cairo, Egypt

Sir,

Form of Tender for the Construction of _____
_____ at _____ I/We _____ the undersigned of
_____ Nationality, residing/established
_____ represented in Egypt by _____
_____ whose address is _____

declare to have perused the clauses of the General and Technical Conditions and seen the plans details, designs and drawings which I/we have carefully examined and duly noted.

I/We undertake to execute the above work in accordance with the conditions, plans, designs, drawings, details, etc., attached hereto.

I/We declare to accept for the execution of this work the sum arrived at by applying the prices of the schedule of rates to the quantities of work actually carried out.

I/We have lodged with the _____
_____ the sum of _____
being the amount of Provisional Deposit required under Art. 1.11 of the General Conditions.

I/We agree to hold my/our tender (original or modified) valid and irrevocable since dispatching it regardless of the time of its receipt by the Authority and up to the end for a period of three months to be reckoned from the date and time fixed for the latest. Reception of tenders and furthermore until I/we withdraw my/our tender or deposit in accordance with Article 1.12 of the General Conditions.

I/We undertake to complete the sections of the work as follows:

Sections	Amount in Figures and Words
_____	_____
_____	_____

~~I/We declare to accept the ceiling limit as above pursuant to Article 5.11 of General Conditions.~~

Form of Contract

Contract for the Building of a Bridge over _____

Between:

The General Authority for Roads and Bridges of the Ministry of Transport and Communications, duly represented by _____

hereinafter called the Authority on the one part and _____

of _____ nationality _____ living at _____ street
_____ No. _____

hereinafter called the Contractor on the other part. It has been agreed that:

Art. 1. The Contractor undertakes to construct Approach for Suez Canal Bridge, and its approaches over the _____ at _____ in the position shown in the plan No. _____ and this is according with the schedule of rates attached to this tender, amounting approximately to L.E. _____

The Contractor shall be paid for work actually carried out in accordance with the unit prices indicated in the attached schedule of rates.

Art. 2. The work shall be carried out in accordance with the General and Technical Conditions, plans, designs, drawings, explanatory notes and the programme of work included in the tender and approved by the Authority as also in accordance with the supplementary detailed drawings which may be requested for later by the Authority and approved by it, and in accordance with the clauses, conditions and particulars contained in it.

Made in duplicate in Cairo, one copy being in possession of each of the two parties this ____ day of _____

Contractor,

for the Authority,

Form of Letter of Guarantee for Provisional Deposit

(See Article Titled "Provisional Deposit" in the Preceding General Conditions)

To Chairman,
General Authority for Roads and Bridges
Cairo, Egypt

Sir,

With reference to the tender of Messrs. _____
dated the _____ 19__ to the General Authority for Roads and Bridges for the
construction of _____
we hereby undertake to hold at the disposal of the said Authority as PROVISIONAL DEPOSIT
free of interest and payable in cash on the Authority first demand, and notwithstanding any
contestation by the tenderer, the sum of (x) _____

This undertaking remains in force until the tender is decided upon and (in the event of
the whole or any part of the tender being accepted) until such time as Messrs. _____
_____ have provided such FINAL GUARANTEE DEPOSIT as may be required by the said
Authority.

(Signature) _____

Date _____, 19__

() *Amount to be stated in figures and in words.*

- Note. 1. This form is only a specimen and must not be filled in by Bankers or Tenderers; it may
be detached from the conditions.
2. ~~Approved Banks, when issuing or endorsing Letters of Guarantee, should certify that
the maximum limit, authorized for them by the Egyptian Ministry of Treasury has not
been exceeded.~~
3. Should the issuing Bank wish to add a clause specifying date of expiration of the
Letter of Guarantee, this may be done but the date so specified must be at least one
month subsequent to the date on which the tender is decided upon.

FORM OF LETTER GUARANTEE FOR THE GUARANTEE DEPOSIT

(See Article 5.09 "Guarantee Deposit" in the Preceding General Condition)

To Chairman,
General Authority for Roads and Bridges
Cairo, Egypt

Sir,

With reference to the contract of Messrs. _____
No. _____ dated the _____ 19__ with the General Authority for Roads and
Bridges for the construction of _____ we hereby undertake to hold at the
disposal of the said Authority as GUARANTEE DEPOSIT, free of interest and payable in cash
on the Authority first demand, notwithstanding any contestation by the Contractor, the sum of
(x) _____

This undertaking remains in force until the contract has been completely carried out to
the satisfaction of the said Authority.

(Signature) _____

Date _____, 19__

(x) Amount to be stated in figures and words

- Note. 1. This form is only a specimen and must not be filled in by Bankers or Contractors.
It may be detached from the Conditions.
2. Should the issuing Bank wish to add a clause specifying a date of expiration of the
Letter of Guarantee, this may be done but the date so specified must be at last six
months subsequent to the "date fixed" for the completion of the contact. In arriving
at the "date fixed" banks must take into account any period after delivery for which
the Contractor is required to maintain his Guarantee Deposit.
3. Approved Banks, when issuing or endorsing Letters of Guarantee, should certify
that the maximum limit, authorized for them by the Egyptian Ministry of Treasury,
has not been exceeded.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]
_____ [address of Employer]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Particular Conditions, "Advance Payment" of the above-mentioned Contract, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of Guarantee]¹ _____ [in words]

We further agree that no change or addition to or other modification of the term of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, 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 under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly, _____

Signature and Seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payments, and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.

Taking-Over Certificate
(Substantial Completion Certificate)

To The Contractor
cc The Employer

Dear Sirs

(Contract Name)

Having received your written undertaking date to finish any outstanding work during the Defects Liability Period we certify in accordance with the provisions of Article 5.08 of the General Conditions that the (Section/parts/whole of the) Works (listed below) were substantially completed on(date)

In addition we also certify that your responsibility for "Preservation of Works" under Article 5.07 of the General Conditions ceases on the(date of letter).

Your attention is however drawn to you confirming responsibilities for the items under the Defects Liability schedule (attached) including all associated materials and Plant - Article 5.09 refers.

The Defects Liability Period (for the Sections/parts of the Works so listed) will therefore expire on(date).

A schedule is attached which relates to outstanding work.

Yours faithfully,

(Name of Supervising Engineer)

Encl.: Defects Liability Schedule

Defects Liability Certificate

(Refer to Article 5.10 of General Conditions 'Process -Verbal of Final Acceptance')

To The Employer
cc The Contractor

Dear Sirs,

(Contract Name)

We certify in accordance with the provisions of Article 5.10 of the General Conditions that the Contractor completed his obligations to execute and complete the Works and remedy and defects therein to the Engineer's satisfaction on _____ (date).

We attach a copy of the Defects Liability Schedule indicating the dates when all outstanding items were completed to our satisfaction in compliance with the Contract.

Yours faithfully,

(Name of Supervising Engineer)

Encl.: Defects Liability Schedule

SCHEDULE I EQUIPMENT

Tenderer Name _____

Description (Type, Model, Make)	No. of Each	Year of Manufacture	New or Used	Owned (O) or Leased (L)	Est. CIF Value	Power Rating	Capacity t or m ³
1. Mobilization							
1.1							
1.2							
etc.							
2. Earth Works							
2.1							
2.2							
etc.							
3. Piling							
3.1							
3.2							
etc.							
4. Footing							
4.1							
4.2							
etc.							
5. Piers							
5.1							
5.2							
etc.							
6. Superstructures							
6.1							
6.2							
etc.							
7. Miscellaneous							
7.1							
7.2							
etc.							

SCHEDULE II² KEY PERSONNEL³

Tenderer Name _____

	Name of (i) Nominee (ii) Alternate	Summary of Qualifications Experience and Present Occupation
Headquarters		
Partner/Director		
Other Key Staff		
(give designation)		
Site Office		
Site Superintendent		
Deputy Superintendent		
Supervising Staff		
Construction Supervisors		
Other Key Staff		

² The bidder shall list in this Schedule the key personnel (including first nominee and the second choice alternate) he will employ from headquarters and from Site Office to direct and execute the Work, together with their qualifications, experience, positions held and their nationalities.

³ This Schedule would normally be included for medium to large size contracts or complex works or both. List the "Designations" as appropriate.

SCHEDULE III⁴ SUBCONTRACTORS

Tenderer Name _____

Element of Work	Approximate Amount Value	Name and Address of Subcontractor	Statement of Similar Works Previously Executed

⁴ The bidder shall enter in this Schedule a list of the sections and appropriate value of the work for which he proposes to use subcontractors, together with the names and addresses of the proposed subcontractors. The bidder shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of the employer/engineer. Notwithstanding such information the bidder, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.





JICA