

国际工程招标说明书

日期：

合同招标

一、中华人民共和国从世界银行申请获得贷款，用于支付_____项目的费用。部分贷款将用于支付工程建筑、_____等各种合同。所有依世界银行指导原则具有资格的国家，都可参加招标。

二、中国_____公司邀请具有资格的投标者提供密封的标书，提供完成合同工程所需的劳力、材料、设备和服务。

三、具有资格的投标者可从以下地址获得更多的信息，或参看招标文件：

中国 A 公司

四、每一位具有资格的投标者在交纳_____美元，并提交书面申请后，均可从上述地址获得招标文件。

五、每一份标书都要附一份投标保证金，且应不迟于_____提交给_____ A 公司。

六、所有标书将在_____当着投标者代表的面开标。

七、如果具有资格的国外投标者希望与一位中国国内的承包人组建合资公司，需在投标截止日期前_____天提出要求。业主有权决定是否同意选定的国内承包人。

30

八、标前会议将在_____召开。

投标者须知

一、工程概述

二、资金来源

中华人民共和国向世界银行申请一笔贷款，用以支付_____工程。其中部分贷款将用于支付此合同工程。只有应中国政府的要求，根据贷款协议的条件，_____ IFI 才会同意付款。除中国外，任何组织不能从贷款协议中获得权利或取得贷款。

世行贷款只用于支付瑞士和与中国有商贸关系世行成员国生产的产品和提供的服务。

世行贷款不足的部分将由业主用中国政府提供的资金支付。

三、资格要求

所有根据世行的“采购指导原则”具有资格的国家均可投标。

本合同项下的一切货物、服务均应来自上述具有资格的国家。本合同项下的一切开支仅限于支付这样的货物和服务。

货物、服务来源地与投标者国籍含义不同。

为说明自己有资格中标，投标者应向业主提供所规定的证明，保证有效地执行合同。为此，业主和中国 A 公司在公布中标者前，可要求投标者更新其先前提提供的资格证明材料。投标者提供的材料应包括：

法律地位证明文件复本，注册地及主要经营场所。如果是合资公司，应提供合资者的材料。

提供主要合同执行人的资格、经历证明材料。

填写执行合同计划所需设备。

填写可能的分包人。

目前进行中涉及投标者的诉讼的情况。

建设构想细节。

投标者可更新资格证明申请，在投标日亲手交出。

由两家或两家以上公司组成的合资企业应满足以下条件：

标书和投标成功后的协议书对所有合资人都有法律约束力。

由所有合资人的授权签字人签署并提交一份委托书，提名合资人中的一个为主办人。

合资主办人被授权承担义务，代表任何一位或全体合资人接受指导。整个合同的执行，包括款项支付

仅由合资主办人办理。

所有合资人根据合同条款对合同的执行共同负责。这点声明不仅要在上述委托书中，也要在标书和协议中写明。

随同标书应有一份合资伙伴间协议的副本。

国内投标者、中外合作、合资投标者申请取得 7.5% 的优惠时，应按二十九条的要求提供证明合乎标准的材料。

四、投标费用

投标者承担准备和提交其标书所需的全部费用。无论投标情况怎样，业主和其代理人中国 A 公司都不负担这些费用。

五、现场参观

建议投标者去工程现场参观，以便获得足够的信息准备标书，撰写合同。现场参观费用由投标者自己承担。

业主或其代理人 A 公司将准备一份现场参观交通、食宿安排协议，在标前会议上向投标者宣布。详细情况在第十六条有规定。

业主或其代理人 A 公司将为投标者提供通行证，允许其到工程现场作安排。如果业主或其代理人因发放这样的通行证，造成投标者或其代理人、人员遭受人身侵害伤害，财产遗失或其他损害、开支时，业主或代理人不负责。

投标文件

六、投标文件内容

向投标者发售的一套投标文件可花费_____美元获得，包括以下几部分：

卷一 投标者须知

合同条款： 一般条款 特定条款

卷二 技术规范

卷三 投标表格和附件；投标保证书；工程量表；附录。

卷四 图纸

投标文件还包括按条款八在开标前发布的附件和按条款十六召开的标前会议的会议纪要。

具有资格的投标者还可购买更多的文件副本，付费不退还。

项目承包人、生产者、供货人和其他人如欲得到投标文件，不要直接与中国 A 公司联系，应从具有资格的投标者处获得。

如果在规定的期限内，文件无损坏的被归还，无论是作为标书的一部分或其他情况下，投标者的资格证明费可被返还：

若提交标书，费用的__% 返还；

若未提交标书，在投标截止日前归还文件，费用的__% 返还。

希望投标者认真阅读投标文件包含的各项内容。投标者要承担因不遵守文件规定导致的风险。不符合文件规定要求的标书将被拒绝。

投标文件四卷装订在一起，投标者应仔细检查是否缺页，及附件是否完整。

七、投标文件解释

潜在的投标者可按以下地址书面或电传通知 A 公司要求解释文件：

地址：

业主或其代理人 A 公司在提交标书最后期限前 28 天书面答复解释文件的要求。书面答复将向所有具有资格并已取得投标文件的投标者散发。

八、投标文件修正

在提交标书最后期限前，业主可根据自己的意愿，或应回复潜在投标者的解释文件的要求，发布附录修改投标文件。

附录将用邮件、电传或电报送达每个持有投标文件的具有资格的投标者，这些文件对他们是有约束力的。潜在的投标者应即时用电传或电报告知 A 公司附录已收到。

为了使投标者在准备投标时有时间考虑附录文件，业主或其代理人 A 公司可按条款十九的规定延长投标期限。

投标准备

九、标书文字

标书和投标者与业主及其代理人 A 公司之间的一切联络均使用英文。投标者标书中的一些辅助文件或小册子可使用另外的语言，但与投标有关的段落要有英语译文。在标书翻译时，以英文为准。

十、组成标书的文件

投标者准备的标书应包括以下几部件：

投标表格和附件

投标保证书

标价的工程量表

补充信息目录表

资格证明材料

可供选择的报价

要求提供的其他材料

应一律使用本文件卷三中的表格，工程量表和目录表。的规定使用可供选择的投标保证书格式)

条款六描述的投标文件和按条款八发出的附录均被视作标书的组成部分。不需签字和按条款十七、十八规定提交的投标文件应在投标期限到期前归还发行者，但不要与标书合在一处。

投标者应随标书提交一份按合同条款第十四条要求的形式写就的初期计划。

按合同规定可要求中标者讨论修改其计划。

十一、投标价格

除非合同中另有明确规定，合同包括条款一所述全部工程，以投标者提供的项目单价和总价为基础。

无论工程量是否标明，投标者应对工程量表中的每项工程标明单价和总价。对单价和总价未标明的项目，在建设业主中不予以支付，其价格视作已包括在工程量表中其他的单价、总价中。

在提交标书前 28 天承包人应付的关税、税收和其他税负应包括在单价和总价及投标总价中。 业主在对标书进行评估、比较时，也应如此考虑。

根据合同条款，投标者提出的单价和总价可在执行合同过程中进行调整。投标者应完成表三 —— 价格调整条款 —— 并按合同条款的要求与投书一起提供这样的配套文件。

十二、投标和支付货币

投标者应以人民币对单价和总价报价。如果投标者以其他货币支付中国以外提供的工程投入，要在表一外币需求中写明投标价格的百分之几将用于这样的外币支出，无论全部用投标者所在国货币或其任选货币；全部用美元。如果投标者在一部分外币需求中使用除以外的货币，且希望业主以同种货币付款，则应写明其在投标价格中的百分比。这一比率在合同期内保持不变。在合同条款换算和计算投标价格时，占不同比率的各种货币按下条规定的汇率进行换算。

投标者用以兑换货币的汇率为提交标书最后日期前 30 天当天中国银行公布的官方卖出价。 如果某种货币的汇率未公布，投标者应提供汇率并说明其来源。投标准备中使用的汇率适用于合同期的支付。

投标者应在表一外币与当地货币需求及附录中详细说明需要的外币和当地货币数量。投标者应说明如何使用这些货币，用于但不限于下列方面：

外币

工程直接雇用的外籍人员；

外籍人员的社会收费、保险金和医疗费用及其往来中国的旅行费；

工程需要进口的临时或永久性材料；

工程所需设备的折旧，包括备件；
进口设备、材料及备件的保险费和运费；
一般管理费用，国外发生费用。

当地货币
当地劳力；
当地采购材料；
其他服务；
一般管理费用，国内发生费用。

业主可以要求投标者说明其外币需求的情况，提供证明，证明其单位价格和表一中所需部分是合理的。
投标者应在表二写明预计合同支付款额，且在表中附上工程进行过程中预计的工作量。

十三、标书效力

从特定的投标结束期起 6 个月内投标书保持有效且可供接受。

在特殊条件下，在原标书有效期结束前，业主或其代理人可要求投标者延长其标书有效期。业主的要求和投标者的答复均应是书面的，或采用电传、电报形式。投标者可以拒绝这样的要求，且不会因此失去其投标保函。答应这样要求的投标者不得改动其标书，但被要求顺延其投标保函有效期。条款十四中有关投标保函的返还和失去的规定同样适用于延长期。

十四、投标者应随其标书提交一份人民币投标保函，金额不少于投标价格的 2%。

投标保函根据投标者的意愿，可采用以下机构开立的担保支票、银行汇票、不可撤销信用证或保函的形式：

中国银行；
中国银行的任何境外代理行；
在中国经营的其他中国、外国银行；
投标者在提交标书前即肯定 A 公司可接受的其他外国银行。

保函还可以是保险公司或同地的债券公司的付款保证书。银行保函和付款保证书必须采用本文件包括的样本形式；其他形式须事先得到业主或其代理人 A 公司的同意。信用证、银行保函和投标保函的有效期应比标书有效期长一个月。

如果投标者同意按十三款的规定延长标书有效期，则应相应地把投标保函的有效期延长到标书有效期结束后一个月。

任何未附可接受的投标保函的标书都将被 A 公司拒绝。
不成功的标书的投标保函将尽快返还，不得迟于标书有效期结束后三十天。
成功的投标者的投标保函将在其开始进行工程和按要求提供履约保函后返还。

投标保函在下列情况将失去：
投标者在标书有效期内撤标；或
成功的投标者未签约或未提供必要的履约保函。

十五、供选择的方案

投标者可提供一份完全符合投标文件要求的基本标书。根据自己的意愿，投标者还可在以下几项上在基本标书之外提出供选择的方案：

起动贷款

在开始建设工程前，提供无息贷款，可相当于投标价格的 10%。业主由此产生的费用或存款按条款二十八计算。

在基本标书之外还可提出供选择的方案。为了在评标中把供选择的方案考虑在内，每一方案应伴有价格细目表，说明与提交给业主的基本投标价格相比投标者估计会增加或减少的费用。将对基本报价给予比较、评估。评价最低的投标者的供选择方案将得到考虑。如果供选择方案是业主可接受的，将写入合同。未标价或未提供足够细节的供选择方案不予接受。

供选择的技术方案应伴有供全面评价的必要信息，包括设计计算、图纸、方法及原技术规范中未涉及的材料、工艺的规格，以及供选择方案的标价细目表和供选择方案的合同价格。

只有对那些在基本报价基础上提供另外的财务、经济和技术好处的供选择方案，业主才在评标中给予考虑。

十六、标前会议

建议投标者或其正式代表参加于____年____月____日____时在_____举行的标前会议。

会议旨在回答可能提出的问题，并使投标者有机会检查现场的情况。

投标者书面或通过电传、电报提出的问题要求在会议前一周到达 A 公司。

会议记录，包括提出的问题及答复的文本将迅速提供给与会者和全体索取了投标文件的具有资格的投标者。

如果根据标前会议，要对条款六所列投标文件进行修改，应由业主或其代理人 A 公司通过发行条款八规定的附录来进行，而不能通过标前会议记录来进行。

十七、标书格式和签字

投标者应准备条款十规定的标书的一个原本和两个副本，并分别注明“原本”和“副本”。如果两者之间有不同，以原本为准。

标书原本和两个副本应打字或用不能抹掉的墨水书就，并由一名或多名有权责成投标者遵守合同的人士签字。与标书一起应有一份书面委托书用以证明授权。写有条目和修订内容的每一页标书都要有在标书上签字人士的缩写签名。

全套标书不应有改动、行间书写或涂抹的地方，除非按议程的指示或为改正投标者的错误，但这种情况下改正的地方应有在标书上签字人士的缩写签名。

每位投标者只能提交一份标书，不包括按条款十五提交的供选择方案。投标者对一个合同只能投一次标。

十八、标书封缄和标记

投标者应将标书原本和两个副本分别各装入一个内信封和一个外信封，且在信封上注明“原本”、“副本”。

内外信封均应注明以下地址：

注明以下事项：

为建设合同工程投标

_____项目

请勿在____年____月____日____时前打开

内信封上应写明投标者姓名和地址，以便在标书误期的情况下不用打开即可退回投标者。而外信封上不能有任何涉及投标者的信息。

如果外信封未按规定注明有关事项。一旦标书被错误处置或提前打开，A 公司对此不负任何责任。提前打开的标书将被业主或其代理人 A 公司拒绝，予以退回。

十九、提交标书最后期限

标书应按上述地址在____年____月____日____时之前寄至 A 公司。

业主或其代理人可通过发布条款八规定的附录延长提交标书的最后期限，但至少应在原期限前七天通过电传或电报通知所有已索取投标文件的具有资格的投标者。在此情况下，所有原期限下业主和投标者的权利义务顺延至新期限结束。

二十、逾期标书

A 公司在提交标书最后期限之后收到的标书都将不被打开，退回投标者。

二十一、标书修改和撤销

投标者在提交标书后可对其进行修改或予以撤销，只要修改文件和撤标通知在提交标书最后期限前送达 A 公司。

投标者的修改文件或撤标通知应按有关提交标书条款的规定准备、封缄、标记和发出。撤标通知可以通过电传、电报送达，但随后应提交一份有签名的确认件，且其邮戳上日期不能晚于提交标书最后期限。

按条款二十四的规定，任何标书在最后期限后不能再进行修改。

在提交标书最后期限和标书有效期满之间的时间撤标将按条款十四的规定失去投标保证金。

开标和评标

二十二、开标

业主或其代理 A 公司将于____年____月____日____时在办公地点_____当着出席会议的投标者代表开标，参加开标的投标者代表应签到。

按条款二十一提交了撤标通知的标书将不再打开。业主或其代理人将检查标书是否完整，是否提供了要求的投标保证金，文件是否签字以及是否有条理。

在开标时将宣布投标者姓名、投标价格及修订、投标保证金、撤标通知以及其他业主或其代理人认为适宜宣布的事项。

业主或其代理人将根据自己的记录准备开标会议记录，并将尽快与评标报告一起递交世界银行。

二十三、过程保密

在公开开标后，在向成功投标者授标前，有关对标书的检查、解释、评估及比较以及对授标的建议等信息不应让投标者或其他与评标过程无关的人士知晓。

如果投标者试图在此过程中对业主施加影响，其投标将被拒绝。

二十四、对标书的解释

为了帮助检查、评价和比较标书，业主和 A 公司可要求投标者就其标书作出解释，包括单位价格细目表。提出解释要求和相应的回答均应是书面的，或通过电传或电报进行。除非按条款二十六的规定，应要求对业主在评标过程中发现的数学计算错误进行更正，不得对价格或其他标书要素进行修改。

二十五、判定是否符合要求

在详细的评标前，业主和 A 公司将判定每份标书是否符合投标文件的要求。

符合要求的标书是符合投标文件的所有条件和规格，而没有实质上的偏差或保留。实质偏差是指对工程的范围、质量、管理有实质影响，或与投标文件不符，对合同中业主的权利和投标者的义务有实质性限制。纠正这样的偏差或保留，将对其他提交符合要求的标书的投资者的竞争力有不公正的影响。

不符合投标文件要求的标书将被业主和 A 公司拒绝。

二十六、改正错误

被判定实际符合要求的标书，将由业主检查是否有数学计算方面的错误。以下错误将由业主改正：

当数字与文字表示的数额不同时，以文字表示为准，除非文中明确以数字表示为准；

当单价和以单价乘以数量得到的总价不同时，以单价报价为准，除非业主认为单价存在严重错误，在这样的情况下，以总价报价为准，改正单价错误。

业主可按上述步骤对标书所列数额错误进行更正，如此更正得到投标者的首肯，则对投标者有约束力。如果投标者认为更正的数额会为其造成困难，可撤标。不过撤标使投标者面临失去投标保证金的危险。

二十七、换算成一种货币

投标价格指应按一定比例以不同货币向投标者支付的款额。为了评价和比较标书，业主可把不同货币表示的数额以中国银行开标日人民币卖出价将其换算成人民币。

二十八、评价和比较标书

业主和 A 公司只评价和比较那些被判定符合投标文件要求的标书。只对基本报价进行评比，对评价最低的标书授予合同。

在评标中，业主通过下列对报价的调整，确定每份标书的投标价格：

按条款二十六改正错误；

除去临时费用和相关条款。如果发生临时费用，计入工程量表中的偶发事件。应包括有竞争力的加班费用；

换算成一种货币；

按条款二十八，估加起贷费用；

对在标书价格和上述调整中未得到反映的，其他数量变更、偏差或替代报价进行适当的调整；

其他业主认为对执行合同、价格和支付有潜在巨大影响的因素，包括标书中不平衡、不现实的单价的作用。

在评标中，每个投标者按条款十五的规定要求的不同的起贷费用给业主造成的费用，按年贴息率 9% 计算，应加在投标者的投标价格上。

业主和 A 公司保留接受或拒绝任何变更、偏差和替代报价的权利。超出投标文件要求的变更、偏差、替代报价和其他因素，或将给业主带来非主动提出的利益的在评标中不予以考虑。

在合同执行期内适用的价格调整条款在评标中不予以考虑。

如果成功投标者的报价与工程师对合同工程所需实际费用的估计相差很远，业主将要求成功投标者自己承担费用，把按条款三十四提交的履约保函增加，使业主能避免成功投标者今后在执行合同中因错误引起的损失。

二十九、国内投标者优惠

国内投标者满足以下条件，即在评标过程中有资格享受 7.5 % 的优惠：

在中国注册；

中国国民占有大部分所有权；

不将超过 50 % 的合同工程分包给外国投标者。

国内及外国公司联合或合资，只要满足以下条件，有资格享受优惠：

国内合伙人满足上述资格标准；

根据安排，国内合伙人至少完成 50 % 的合同工程；

没有外方参与，在技术或金融方面国内合伙人没有资格进行合同工程。

实行优惠须遵守下列程序：

在按条款二十八全面评标后，合乎要求的标书被分成下列几组：

甲组：国内投标者的标书，满足上述的标准；和合资投标者的标书，满足上述的标准；

乙组：其他投标者的标书。

在进一步评估、比较中，相当于投标价格 7.5 % 的数额将被加在 B 组标书的投标价格上。

授 标

三十、授标标准

按条款三十一，业主和 A 公司将把合同交给标书符合投标文件的要求，且按条款二十八和二十九评价后价格最低的投标者，且该投标者有能力和资源来有效执行合同。业主和 A 公司不保证报价最低或任何标书将被接受。

三十一、业主的权利

尽管有条款三十，业主保留以下权利：接受或拒绝任何标书；在授标前任何时候取消招标，拒绝所有标书，且对因此受影响的投标者不负任何责任，也无义务告知投标者他的行为动机。

三十二、授标通知

在业主规定的标书有效期结束前，业主将用电传或电报通知成功的投标者其标书已被接受挂号信中应明确业主在考虑工程建设、完成及维修等因素后将支付给承包人的款额。

授标通知构成合同的一部分。

在成功投标者按条款三十四提交一份履约保函后，业主立即通知其他投标者他们的投标不成功。

三十三、签订合同

在通知成功投标者后 28 天内，业主将寄去两份投标文件提供的协议，双方同意的规定已写入。

收到协议后 28 天内，成功投标者签字、封缄使协议生效，把两份都还给业主。业主签字协议生效后，还给承包人一份。

三十四、履约保函

在收到接受证书后 28 天内，成功投标者应按合同条款向业主提交一份保函，保证将执行合同。保函可以使用投标文件中提供的格式，也可使用其他业主接受的格式。

如果成功投标者提交的是一份银行保函，则保函应由一家当地银行，或外国银行通过一家当地代理行，或投标者认为业主可接受的一家外国银行开具。

如果保函采取债券方式，债券应由投标者认为业主可接受的债券公司或保险公司发行。

如果成功投标者未遵守条款三十三、三十四的要求，将构成充足理由使业主取消其授标，投标者还将失去投标保证书。

在此情况下，业主可向其次的评价最低的投标者授标。如果没有其他投标者，可重新招标。

「名称」 11. INVITATION TO TENDER

「题注」

Whole Doc.

Date :

Tender No.

1. The People's Republic of China has applied for a loan and credit from the World Bank towards the cost of _____ Project. It is intended that part of the proceeds of this loan and credit will be applied to eligible payment under various contracts for _____, _____, _____. Tendering is open to all tenderers from eligible source countries as defined under the "Guidelines for procurement" of World Bank.

2. _____ Company now invites sealed tenders from pre-qualified tenderers for provision of the necessary labour, materials, equipment and services for the construction and completion of the project.

3. Pre-qualified tenderers may obtain further information from _____, and inspect the tender documents at the office of _____.

4. A complete set of tender documents may be obtained by any pre-qualified tenderer for the cost of RMB _____ or US \$ _____ on the submission of a written application to the above.

5. All tenders must be accompanied by a Tender Security in an acceptable form and must be delivered to _____ Company at the above-mentioned address on or before _____.

6. Tenders will be opened in the presence of those tenderers' representatives who choose to attend at _____.

7. If a prequalified foreign tenderer wishes to form Joint venture with a domestic contractor, such a request will be considered if received within _____ days before the closing date for submission of tenders. The selected local contractor shall be subject to approval by the Employer.

8. The Pre-Tender Meeting will be held on _____ at the following address : _____.

Instructions to Tenderers

General 1. Description of Works

All tenderers shall have equal access for supply of domestic labour and material.

The Contractor shall make his own arrangements for the procurement of local labour, materials, transportation and other services.

The Employer will assist Contractor in locating potential number of suppliers for local labour, materials. The Employer will also assist the contractor in making his own arrangement for supply of fuel and explosives.

2. Source of Funds

2.1 The People's Republic of China has applied for a loan and credit from the World Bank towards the cost of _____ Project , and intends to apply a portion of the proceeds of the loan and credit to eligible payments under the Contract for which these documents are issued. Payment by the IFI will be made only at the request of the Chinese Government and upon approval by the IFI and will be subject in all respects to the terms and conditions of the Loan Agreement. No party other than the People's Republic of China shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2.2 Payment from the proceeds of the World Bank Loan will be limited to goods produced in , and services supplied from , Switzerland and the member countries of the World Bank which have commercial relations with China.

2.3 All costs not met by the IFI Loan will be paid by the Employer from funds allocated by the Government of China.

3. Eligibility and Qualification Requirements

3.1 This tender is open to all pre-qualified tenderers from eligible source countries as defined under the " Guidelines for Procurement " of the World Bank.

3.2 All goods and services to be supplied under this Contract shall have their origin in eligible source countries , and all expenditures made under the Contract will be limited to such goods and services.

3.3 The origin of goods and services is distinct from the nationality of the tenderer.

3.4 To be eligible for award of contract , tenderers shall have provided evidence satisfactory to the Employer of their eligibility under clause 3.1 above , and of their capability and adequacy of resources to effectively carry out the Contract. To this end , the Employer and _____ company may , at any time prior to award of contract , request tenderers to amplify or update previously submitted prequalification data. All Tenders submitted shall

「 正 文 」 include the following information :

copies of original documents defining the constitution or legal status , place of registration and principal place of business of the company , firm or partnership or , if a joint venture , of each party thereto constituting the tenderer ;

the qualifications and experience of key personnel proposed for administration and execution of the Contract , both on and off site , in the format prescribed in Schedule V ;

major items of constructional plant and equipment proposed for use in carrying out the Contract in the format prescribed in Schedule IV ;

a list of proposed sub-contractors in the format prescribed in Schedule VI ;

information regarding any current litigation in which the tenderer is involved ;

the details of the construction methods proposed.

3.5 For the purposes of sub-clause 3.4 , tenderers who have been pre-qualified may update and augment the information supplied with their application for pre-qualification , and , in particular , shall give particulars of work in hand at the date of tendering.

3.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements :

the tender , and in case of a successful tender the Form of Agreement , shall be signed so as to be legally binding on all partners ;

one of the Joint Venture members shall be nominated as sponsor ; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the members of the joint venture ;

the joint venture sponsor shall be authorised to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture and the entire execution of the Contract including payments shall be done exclusively with the joint venture sponsor ;

all members of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms , and a relevant statement to this effect shall be included in the authorisation mentioned under above as well as in the Form of Tender and the Form of Agreement ; and

a copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.7 Domestic tenderers or combinations or joint ventures of domestic and foreign tenderers applying for eligibility for the application of a _____% margin of preference in the comparison of their tender with other tenders shall supply all information required to satisfy the criteria for eligibility as described in Clause 29 of these Instructions.

4. Cost of Tendering

The tenderer shall bear all costs associated with the preparation and submission of his tender and neither the Employer nor his agent _____ Company will in any way be responsible or liable for those costs , regardless of the outcome of the tendering process.

5. Site Visit

5.1 The tenderer is advised to visit and examine the Site of the Works and the surroundings and to obtain for himself on his own responsibility , all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site shall be at the tenderer's own expense.

5.2 Arrangements for a visit to site , including transportation and accommodation. will be made by the Employer or his agent _____ Company and will be advised to tenderers at the pre-tender meeting , details of which are given in Clause 16 of these Instructions to Tenderers. ,

5.3 The tenderer and any of his representatives will be granted permission by the Employer or his agent _____ company to enter upon its premises and lands for the purpose of such inspection by prior arrangement , but only upon the express condition that the tenderer and his representatives , will release and indemnify the Employer or his agent _____ Company and its personnel from and against all liability in respect thereof and will be responsible for personal injury , loss of or damage to property and any other loss , damage , costs and expenses however caused , which , but for the exercise of such permission , would not have arisen.

6. Content of Tender Documents

6.1 The set of documents issued to pre-qualified tenderers for the purpose of tendering will cost RMB _____ or US \$ _____ and will include the stated number of copies of the following :

Number of copies	Description	1	Volume 1	Instructions to Tenderers
	Conditions of Contract :			
	Part I — General			
	Part II — Conditions of Particular			
	Application	1	Volume 2	Specification
		3	Volume 3	Form of Tender and Appendix thereto
	Form of Tender Security			
	Bill of Quantities			
	Schedules of Supplementary Information	1	Volume 4	Drawings

6.2 Tender documents shall include any addenda issued prior to the closing date of tenders in

accordance with Clause 8 and any minutes of pre-tender meetings issued in accordance with Clause 16 of these Instructions to Tenderers.

6.3 Further copies of the documents may be purchased by pre-qualified tenderers for a non-refundable fee as follows :

6.4 Sub-contractors , manufacturers , suppliers and others who require copies of the documents shall not request them directly from _____ but shall obtain them only from pre-qualified tenderers.

6.5 On return of the documents in an undamaged and useable condition , either as part of a tender or otherwise , within the specified time limits , the tenderer's pre-qualification fee will be refunded , as follows :

Tender submitted : _____% refund of fee

Tender not submitted but _____% refund of fee

documents returned prior to closing date of tender

6.6 The tenderer is expected to examine carefully all instructions , conditions , forms , terms , specifications and drawings in the tender documents. Failure to comply with the requirements of the Instructions to Tenderers will

「正 文」 be at the tenderer's own risk. Tenders which are not substantially responsive to the requirements of the tender documents may be rejected.

6.7 The four volumes of the tender documents have been collated and bound by mechanical means and tenderers should check to ensure that they contain a

「正 文」 pages and that all supplements referred to are also included. 7. Clarification of Tender Documents

7.1 A Prospective tenderer requiring any clarification of the tender documents may notify _____ in writing or by telex at the following address : _____.

The Employer or his agent _____ will respond in writing to any request for clarification which is received more than _____ days prior to the deadline for submission of tenders. Written copies of the response will be sent to all pre-qualified tenderers who have been issued with tender documents. 8. Amendment of Tender Documents

8.1 Prior to the deadline for submission of tenders , the Employer may , for any reason , whether at its own initiative or in response to a clarification requested by a prospective tenderer , modify the tender documents by the issue of an Addendum.

8.2 The Addendum will be sent in writing or by telex or telegram to all pre-qualified tenderers who have picked up the tender documents and will be binding upon them. Prospective tenderers shall promptly acknowledge receipt thereof by telex or telegram to _____.

8.3 In order to afford prospective tenderers reasonable time in which to take an Addendum into account in preparing their tenders , the Employer or his agent _____ may , at their discretion , extend the deadline for the submission of tenders in accordance with Clause 19 hereof.

Preparation of Tenders 9. Language of Tender

9.1 The tender and all correspondence relating to the tender exchanged by the tenderer and the Employer or his agent _____ shall be in English. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate English translation of pertinent passages. For the purpose of interpretation of the tender , the English version shall prevail. 10. Documents Comprising the Tender

10.1 The tender to be Prepared by the tenderer shall contain the following :

the Form of Tender and Appendix thereto ;
the Tender Security ;
the priced Bill of Quantities ;
the Schedules of Supplementary Information ;
the information on eligibility and qualifications ;
alternative offers , if any ; and

any other information required to be submitted in accordance with these Instructions.

The Forms , Bill of Quantities and Schedules provided in Volume 3 of these documents shall be used without exception .

10.2 All documents issued for the purpose of tendering as described in Clause 6.1 and addenda issued in accordance with Clause 8 shall be deemed incorporated in the tender. Tender documents not required to be signed and submitted in accordance with Clauses 17 and 18 shall be returned to the office of issue before the expiry of the tender validity period , but must not be enclosed with the Tender.

10.3 Tenderers shall submit with their tender a preliminary Programme in the format required by Clause 14 of the Conditions of Contract.

10.4 The successful tenderer will be required to revise or augment his Programme as set out in the Contract.

11. Tender Prices

11.1 Unless explicitly stated otherwise in the tender documents , the Contract shall be for the whole of the Works _____ as described in Clause 1 hereof , based on the schedules of unit rates and amounts submitted by the tenderer.

11.2 The tenderer shall fill in rates and amounts for all items of work described in the Bill of Quantities , whether quantities are stated or not. Items against which no rate or amount is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and amounts entered in the Bill of Quantities.

11.3 All duties , taxes and other levies payable by the Contractor under the Contract , or for any other cause , as at the date _____ days prior to the date for submission of tenders shall be included in the rates and amounts and total tender sum submitted by the tenderer , and the evaluation and comparison of tenders by the Employer shall be made accordingly.

11.4 The rates and amounts entered by the tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. The tenderer shall complete Schedule III-Price Adjustment Provisions and shall submit with his tender such other supporting information as is required under Clause 70 of the Conditions of Contract.

12. Currencies of Tender and Payment

12.1 The unit rates and prices shall be quoted by the tenderer entirely in RMB. A tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside China shall indicate in Schedule I of " Foreign Currency Requirements " the percentage of the Tender Price needed by him for the payment of such foreign currency requirements either entirely in the currency of the tenderer's home country or , at the tenderer's option , entirely in US dollars , always provided that a tenderer expecting to incur expenditures in a currency or currencies other than those stated in and above for a portion of the foreign currency requirements , and wishing to be paid accordingly , shall so indicate the percentage portion in his tender. The percentage portion indicated shall remain fixed for the duration of the Contract. The amounts in various currencies calculated on the basis of the percentages indicated in the Tender and by use of the exchange rates indicated

in subclause 12.2 hereinafter , shall be used for the purpose of conversion and comparison of tenders pursuant to Clause 70.

12.2 The rates of exchange to be used by the tenderer for currency conversion shall be the governing selling rates published by the Bank of China on the date _____ day prior to the latest date for the submission of tenders. If exchange rates are not so published for certain currencies , the tenderer shall

「正 文」 state the rates used and the source. For the purpose of payments , the exchange rates used in tender preparation shall apply for the duration of the Contract.

12.3 The total amount of foreign and local currencies expected to be required by tenderers shall be substantiated in Schedules I and I-Foreign Currency and Local Currency Requirements , and the annex thereto , Tenderers shall describe the manner in which such foreign and local currencies are expected to be used , relating specifically , but not limited to :

Foreign Currency

Expatriate staff directly employed on the Works :

social charges , insurance premiums and medical care related to such staff , and travel expenses between China and the country of origin ;

a list of the imported materials , both temporary and permanent , required for the Works ;

depreciation and usage of plant and equipment , including spare parts , required for the Works ;

insurance and freight charges for imported materials , plant and equipment , including spare parts ; and

overhead expenses , fees and financial charges incurred outside China.

Local Currency

local labour ;

local materials ;

other services , and ;

overhead expenses , fees and financial charges within China.

12.4 Tenderers may be required by the Employer to clarify their foreign currency requirements , and to provide satisfactory proof that the amounts included in the unit rates and in Schedule I are reasonable and responsive to sub-clause 12.1 hereof.

12.5 The tender shall complete Schedule II - Estimated Contract Payments and shall substantiate the tabulation of this Schedule by attaching a table indicating anticipated major quantities of work performed over the duration of the Works. 13. Tender Validity

13.1 The tender shall remain valid and open for acceptance for a period of six calendar months from the specified date of tender closing.

13.2 In exceptional circumstances , prior to expiry of the original tender validity period , the Employer or his agent _____ may request the tenderers for a specified extension to the period of validity. The request and the responses thereto shall be made in writing or by telex or telegram. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the extension will not be required nor permitted to alter his tender , but will be required to extend the validity of his tender security correspondingly. The provisions of Clause 14 hereof regarding discharge and forfeiture of tender security shall continue to apply during the extended period. 14. Tender Security

14.1 The tenderer shall furnish , as part of his tender , a tender security in RMB Yuan in an amount of not less than _____ % of the Tender Sum.

14.2 The tender security shall , at the tenderer's option , be in the form of a certified cheque , a bank draft , an irrevocable letter of credit or a guarantee from either :

Bank of China ;

any of its correspondent bank abroad through Bank of China ;

any other Chinese or foreign bank operating in China ;

any other foreign bank determined by the Tenderer in advance of submission of bids to be acceptable to _____.

or a bond issued by an insurance company or bonding company likewise located. The format of the bank guarantee or bond shall be in accordance with one of the sample forms included in these documents ; other formats may be permitted subject to the prior approval of the Employer or his agent _____. Letters of credit , bank guarantees and tender bonds shall be valid for one calendar month beyond the validity of the tender.

14.3 In the event of a Tenderer agreeing to a specified extension of tender validity in accordance with Clause 13 of the Instructions to Tenderers , the Tenderer shall Provide an extension in the validity of the tender security of one calendar month beyond the validity of the extended tender.

14.4 Any tender not accompanied by an acceptable tender security will be rejected by _____ as non-responsive.

14.5 The tender securities of unsuccessful tenderers will be discharged or returned as promptly as possible , but not later than _____ days after the expiration of the period of tender validity prescribed.

14.6 The tender security of the successful tenderer will be discharged or returned upon the tenderer executing the Contract and furnishing the required performance security.

14.7 The tender security may be forfeited :

if a tenderer withdraws his tender during the period of tender validity ; or

in the case of the successful tenderer , if he fails to :

sign the Agreement ; or

furnish the necessary performance security.

15. Alternative Offers

15.1 The tenderer shall submit a basic tender which complies fully with the requirements of the tender documents. The tenderer may , at his option , and in addition to the basic tender , offer tenders incorporating alternatives to any of the following items now specified :

Advance Loan for Mobilisation

An interest free advance loan will be made available to assist the Contractor before commencing construction of the Works. Offers may be made for such a loan of up to _____% of the Tender Sum. Evaluation will be made of the associated costs or savings accruing to the Employer in accordance with Clause 28.

o

15.2 Alternatives may be submitted in addition to basic tender. In order for alternatives to be considered in the process of tender evaluation , each alternative shall be accompanied by a detailed price breakdown indicating the tenderer's estimate of the additional or reduced cost in present value to the Employer compared to the basic Tender Sum. Comparison and evaluation will be done for the basic offer and alternatives of the lowest evaluated tenderer will be given due consideration. If the alternative offers were to be accepted by the Employer , these will be incorporated into the Contract. Alternative offers which are not priced , or which are not substantiated in sufficient detail , will be rejected.

15.3 Offers of technical alternatives shall be accompanied by all information necessary for a complete evaluation, including design calculations, drawings, method statements and specifications for materials and workmanship where the alternative is not covered by the Specification, together with a breakdown of the alternative prices and the Total Alternative Contract Sum.

15.4 Only those alternative offers which appear to provide additional financial, economic or technical benefits over the basic offer will be considered by the Employer in tender evaluation. 16.

Pre-Tender Meeting

16.1 The tenderer or his official representative is advised to attend a pre-tender meeting which will convene on _____ at _____ at the _____.

16.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and to allow tenderers to inspect the Site and to examine conditions.

16.3 Tenderers are requested to submit any questions in writing or by telex or telegram, to reach _____ not later than one week before the meeting.

16.4 Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to all those attending the meeting, and subsequently to all pre-qualified tenderers who have picked up the tender documents. Any modification of the tender documents listed in sub-clause 6.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer or his agent _____ exclusively through the issue of an Addendum pursuant to Clause 8, and not through the minutes of the pre-tender meeting. 17. Format and Signing of Tenders

17.1 The tenderer shall prepare one original and two duplicate copies of the documents comprising the tender as described in Clause 10.1 hereof, bound within the Volume 3, and clearly marked "Original Tender" and "Duplicate Tender" as appropriate. In the event of any discrepancy between them, the original shall prevail.

17.2 The original and two duplicate copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the tenderer to the Contract. Proof of authorisation shall be furnished in the form of a written Power of Attorney which shall accompany the tender. All pages of the tender where entries or amendments have been made shall be initialled by the person or persons signing the tender.

17.3 The complete tender shall be without alterations, interlineations or erasures, except those to accord with the instructions of any Agenda issued, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

17.4 Only one tender may be submitted by each tenderer, not including alternative offers submitted pursuant to Clause 15 hereof. No tenderer may participate in the tender of another for the same contract in any relation whatsoever. 18. Sealing and Marking of Tenders

18.1 The tenderer shall seal the original and two duplicate tenders each in an inner and an outer envelope, duly marking the envelopes as "Original" and "Duplicate"

18.2 The inner and outer envelopes shall :

be addressed to _____.

bear the following details :

Tender for Construction of Contract _____ ;

_____ Project ;

" Do not open before _____ . "

18.3 The inner envelopes shall bear the name and address of the tenderer to enable the tender to be returned unopened in case it is declared late. The outer envelope shall not bear any identification of the tenderer.

18.4 If the outer envelope is not marked as instructed above, _____ Company will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer or his agent _____ and returned to the tenderer.

19. Deadline for Submission of Tenders

19.1 Tenders must be received by _____ at the address specified above no later than _____.

19.2 The Employer or his agent _____ Company may, at their discretion, on giving not less than _____ calendar days notice by telex or telegram to all pre-qualified tenderers who have picked up the tender documents, extend the deadline for the submission of tenders by issuing an Addendum in accordance with Clause 8, in which case all rights and obligations of the Employer and the tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

20. Late Tenders

Any tender received by _____ Company after the prescribed deadline for submission of tenders will be returned unopened.

21. Modification and Withdrawal of Tenders

21.1 The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing by _____ Company prior to the prescribed deadline for submission of tenders.

21.2 The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of tenders. A notice of withdrawal may also be sent by telex or telegram, but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

21.3 Subject to Clause 24 hereof, no tender may be modified subsequent to the deadline for submission of tenders.

21.4 Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity may result in the forfeiture of tender security pursuant to Clause 14.

Tender Opening and Evaluation

22. Tender Opening

22.1 The Employer or his agent _____ will open the tenders, in the presence of tenderers' representatives who choose to attend, at _____ on _____ at the offices of _____. 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 hereof shall not be opened. The Employer or his agent _____ will examine the tenders to determine whether they are complete, whether the requisite tender securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

22.3 The tenderers' names, total amounts of tenders, tender price modifications and tender withdrawals, if any, the presence of the requisite tender security and such other details as the Employer or his agent _____, at their discretion, may consider appropriate will be announced at the opening.

22.4 The Employer or his agent _____ shall prepare minutes of the tender opening for his

own records. Such minutes shall be sent to the World Bank together with the report on the evaluation of tenders as soon as the latter is available.

23. Process to be Confidential

23.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of a contract to the successful tenderer has been announced.

23.2 Any effort by a tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in the rejection of his tender.

24. Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer and _____ Company may ask tenderers individually for clarification of their tenders, including breakdowns of unit prices. The request for clarification and the response shall be in writing or by telex or telegram, 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 arithmetical errors discovered by the Employer during the evaluation of tenders in accordance with Clause 26 hereof.

25. Determination of Responsiveness

Determination of Responsiveness

25.1 Prior to the detailed evaluation of tenders, the Employer and _____ Company will determine whether each tender is substantially responsive to the requirements of the tender documents.

25.2 For the purpose of this Clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation is one which affects in any substantial way the scope, quality or administration of the Works, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers offering substantially responsive tenders.

25.3 If a tender is not substantially responsive to the requirements of the tender documents, it shall be rejected by the Employer and _____ Company.

26. Correction of Errors

26.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetical errors in computation and summation. Errors will be corrected by the Employer as follows:

Where there is a discrepancy between amounts in figures and in words, the amount in words will normally govern, unless it is clear from the context that the amount in figures is correct; and

where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will normally govern unless, in the opinion of the Employer, there is obviously a gross error in the unit rate; in which event the total amount as quoted will govern and the unit rate will be corrected.

26.2 The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer. The tenderer may, at his option, withdraw his tender if acceptance of the corrected amount would cause hardship. However, in cases such as this, the tenderer is warned that such an action may cause his tender security to be forfeited.

27. Conversion to Single Currency

Conversion to Single Currency

The Tender Price is the sum of all payments stated or expressed as a percentage in various

currencies required to be made to the tenderer. To facilitate evaluation and comparison of tenders, the Employer will convert the amounts in various currencies in which the Tender Price is payable to RMB at the selling rates established by Bank of China, on the date specified for the opening of tenders. 28.

Evaluation and Comparison of Tenders

28.1 The Employer and _____ Company will evaluate and compare only those tenders determined to be substantially responsive to the requirements of the tender documents in accordance with Clause 25 hereof. The Evaluation and comparison shall be based only on the "Basic" offer to determine the lowest evaluated tenderer for award of the Contract.

28.2 In evaluating tenders, the Employer will determine for each tender the Evaluated Tender Price by adjusting the tender price as follows:

making any correction for errors pursuant to Clause 26;

excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities, but including Daywork where priced competitively;

converting all amounts to a single currency;

adding any monetary cost of Mobilisation Advances, assessed in accordance with sub-clause 28.3

making an appropriate adjustment for any other acceptable quantifiable variations, deviations or alternative offers not reflected in the tender price or in the above-mentioned other adjustments.

such other factors as the Employer considers may have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates in the tender that are unbalanced or unrealistically priced.

28.3 The monetary costs to the Employer of variations in the amount of mobilisation advances requested by tenderers pursuant to sub-clauses 15.1, using a discount rate of _____ percent per annum, shall be added to the respective tenderer's tender price for comparison purposes only.

28.4 The Employer and _____ Company reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers 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 Employer may not be taken into account in tender evaluation.

28.5 Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account in tender evaluation.

28.6 If the tender of the successful tenderer is seriously unbalanced in relation to the Engineer's estimate of the real cost of work to be performed under the Contract, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract. 29. Preference for

Domestic Tenderers

29.1 Domestic tenderers shall satisfy the following criteria to be eligible for a _____% margin of preference in the comparison of their tenders with those of non-eligible tenderers:

be registered within China;

have majority ownership by nationals of China; and

shall not subcontract more than _____% of the contract works to foreign contractors.

29.2 Combinations and joint ventures between domestic and foreign firms shall be eligible for the margin of preference provided:

the domestic partner or partners individually satisfy the criteria for eligibility set out above ;

the domestic partner or partners will , under the arrangements proposed , carry out at least _____% of the contract works , measured in terms of value.

The domestic partner or partners would not be qualified for the Contract Works in question on technical or financial grounds without the foreign participation.

29.3 The following procedure will be used to give effect to the margin of preference :

After tenders have been evaluated fully in accordance with the provisions of Clause 28 hereinabove , responsive tenders will be classified into the following groups ;

Group A : tenders offered by domestic tenderers meeting the criteria set forth in sub-clause 29.1 hereinabove and by joint ventures meeting the criteria set forth in sub-clause 29.2 hereinabove ; and

Group B : tenders offered by other tenderers.

For the purpose of further evaluation and comparison of tenders only , an amount equal to _____ percent of the tender price , and of sub-clause 28.2) will be added to the Evaluated Tender Price of tenders classified in Group B.

Award of Contract 30. Award Criteria

Subject to Clause 31 , the Employer and _____ Company may award the Contract to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest Evaluated Tender Price pursuant to Clause 28 and paragraph of sub-clause 29.3 , provided further that the tenderer has the capability and resources to carry out the Contract effectively , but the employer and _____ Company gives no guarantee that the lowest or any tender will be accepted.

31. Employer's Rights

Notwithstanding Clause 30 , the Employer 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 Employer's action.

32. Notification of Award

32.1 Prior to the expiration of the period of tender validity prescribed by the Employer , the Employer will notify the successful tenderer by telex or telegram confirmed in writing by registered letter that his tender has been accepted. This letter shall name the sum which the Employer will pay to the Contractor in consideration of the execution , completion and maintenance of the Works by the Contractor as prescribed by the Contract .

32.2 The notification of award will constitute the formation of the Contract.

32.3 Upon the furnishing by the successful tenderer of a performance security in accordance with the provisions of Clause 34 hereof , the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

33. Signing of Agreement

33.1 Within _____ days of notifying the successful tenderer that his tender has been accepted , the Employer will send to the tenderer two copies of the Form of Agreement provided in the tender documents , incorporating all agreements between the parties.

33.2 Within _____ days of receipt of the Form of Agreement , the successful tenderer shall execute the Agreement by signing or sealing , as appropriate , and return both copies to the Employer. The Employer will then execute the Agreement and return one copy to the Contractor.

34. Performance Security

34.1 Within _____ days of receipt of the Letter of Acceptance , the successful tenderer shall

furnish to the Employer a security for the due performance of the Contract , in accordance with the Conditions of Contract. The form of performance security provided in the tender documents may be used , or some other form acceptable to the Employer.

34.2 If the performance security is to be provided by the successful tenderer in the form of a bank guarantee , it shall be issued either by a local bank ; by a foreign bank through a correspondent local bank ; or by a foreign bank which has been determined by the tenderer to be acceptable to the Employer.

34.3 If the performance security is to be provided by the successful tenderer in the form of a bond , it shall be issued by a bonding or insurance company which has been determined by the tenderer to be acceptable to the Employer.

34.4 Failure of the successful tenderer to comply with the requirements of Clauses 33 or 34 hereof shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security , in which event the Employer may make the award to the next lowest evaluated tenderer or , if there are no other tenderers , call for new tenders.