

**ACTIONAID GHANA
TENDER DOCUMENTS**

**BILLS OF QUANTITIES and ARTICLES OF
AGREEMENT**

**FOR THE
DRILLING AND CONSTRUCTION OF 1no.
MECHANIZED BOREHOLE FITTERED
WITH SOLAR, CHAIAN-LINK FENCING
AND A SURFACE WATER TANK AT
TODOME IN THE KADJEBI DISTRICT OF
THE OTI REGION**

CLIENT :- ACTIONAID GHANA

**ACTIONAID GHANA
NATIONAL COMPETITIVE TENDERING
Invitation to Bids**

ACTION AID Ghana has solicited funds from its development partners and intends to apply part of the funds to fund the procurement of works for the following projects:-

LOTS	DESCRIPTION	LOCATION
1	Drilling and Construction of 1no. Mechanized borehole fitted with Solar, Chain-link Fencing and a Surface water tank.	Todome in the Kadjebi District, Oti Region

Action aid Ghana therefore invites sealed bids from competent and eligible service providers registered with the Ministry of works and housing, the Registrar Generals Department and other relevant agencies to bid for the execution of the above-mentioned projects. Tendering will be conducted through the national competitive Tendering procedures specified in the Public Procurement Act 2003 (Act 663) and in the guidelines of the Public Procurement Authority of the Republic of Ghana.

A completed set of tender documents can be found on the ActionAid website or from the address stated/ advert in the Daily Papers or any other national publications.

In addition to the general requirements stated in the tender documents/data, all bidders should also provide the following:-

- Valid Business Registration Certificate
- Valid and current SSNIT Clearance Certificate,
- Valid and current Labour Clearance Certificates,
- Ministry of Water Resource, Works and housing Certificate.
- Valid and current IRS Clearance Certificate.

Complete tender documents shall be delivered to the address below on or before 10:00am GMT on the 21st APRIL, 2026. Tenders shall be valid for a period of ninety (90) days after deadline of the tender submission and must be accompanied by a BID BOND of **GH¢5,000.00** from a recognized and reputable financial institution and valid for 120 days.

Tenders will be opened immediately after expiry of deadline of tender submission in the presence of tenders who wish to attend in the Conference Hall of Action Aid Ghana.

Interested bidders may obtain further information at the address below:-

THE PROGRAMME MANAGER, ACTIONAID GHANA, P O Box 1780, Accra..... from 8:30 am to 5:30 pm working hours.

SECTION 1

INSTRUCTIONS TO BIDDERS

SECTION 1: INSTRUCTIONS TO BIDDERS

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SECTION 1: INSTRUCTIONS TO BIDDERS

A. GENERAL

1. SCOPE OF BID

- 1.1 The Employer as defined in the Contract Data invites bids for the construction of Works, as described in the contract data. The name and identification number of the Contract is provided in the Contract Data.
- 1.2 The successful Bidder will be expected to complete the works by the intended completion data specified in the Contract Data.

2. SOURCE OF FUNDS

- 2.1 ACTIONAID GHANA, as stated in the Bidding Data, intends to apply part of the funds received from Donners/Sponsors towards the cost of the project, as defined in the Bidding Data, to cover eligible payments under the contract for the works.

3. ELIGIBLE BIDDERS

- 3.1 This Invitation for Bids is open to local pre-qualified contractors registered with the Registrar Generals Department in conformity with instructions defined in the procurement guidelines. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in eligible source countries.

4. QUALIFICATION OF THE BIDDER

- 4.1 For purposes of verification of responsiveness, all bidders shall include the following information and documents with their bids in Section 2, unless otherwise stated in the Bidding Data: This includes the following:-
 - **Registrar General Certificate**
 - **Min. of water resources works and housing certificate**
 - **Income tax Clearance certificate**
 - **SSNIT Clearance certificate**
 - **Labour Clearance certificate**
 - **Power of Attorney**
 - **Any other relevant document**
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - b. Total monetary value of construction work performed for each of the last three years;

- c. Experience in works of a similar nature and size for each of the last three years, and details of work underway or contractually committed; and clients who may be contacted for further information on those contracts;
- d. Major items of construction equipment proposed to carry out the Contract;
- e. Qualifications and experience of key site management and technical personnel proposed for the Contract;
- f. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources;
- g. Authority to seek references from the Bidder's bankers; and
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- a. Annual volume of construction work of at least the amount specified in the Bidding Data;
- b. Experience as prime contractor in the construction of at least two works of a nature and complexity equivalent to the works over the last 3 years (to comply with this requirement, works cited should be at least 70 percent complete);
- c. Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;
- d. A Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager, and
- e. Liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data;
- f. Consistent history of litigation or arbitration awards against the Applicant may result in disqualification.

5. ONE BID PER BIDDER

- 5.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. COST OF BIDDING

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs

B. BIDDING DOCUMENT

7. CONTENT OF BIDDING DOCUMENTS

- 7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause:

SECTION 1. Instruction to Bidders

2. Forms of Bid and Qualification Information
3. Conditions of Contract
4. Contract Data
5. Specifications
6. Drawings
7. Bill of Quantities

8. FORMS OF SECURITIES

- 8.1 The number of copies to be completed and returned with the Bid is specified in the Bidding Data.

9. CLARIFICATION OF BIDDING DOCUMENTS

- 9.1 Prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to Bid. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. AMENDMENT OF BIDDING DOCUMENTS

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents.

- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadlines for submission of bids, in accordance with Sub-Clause 19.2 below.

C. PREPARATION OF BIDS

11. LANGUAGE OF BID

- 11.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

12. DOCUMENTS COMPRISING THE BID

- 12.1 The Bid submitted by the Bidder shall comprise the following
- a) The Bid (in the format indicated in Section 2);
 - b) Bid Security;
 - c) Priced Bill of Quantities;
 - d) Qualification Information Forms and Documents;
- and any other materials required to be completed and submitted by Bidders, as specified in the Bidding Data.

13. BID PRICES

- 13.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding and Contract Data and the provisions of Clause 29 of the Conditions of contract. The Bidder shall submit with the Bid all the information required under the Contract Data and Clause 29 of the Conditions of Contract.

14. CURRENCIES OF BID AND PAYMENT

- 14.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency specified in the contract Data.

15. BID VALIDITY

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

16. BID SECURITY

16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in the amount specified in the Bidding Data.

16.2 The Bid Security shall, at the Bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit, guarantee, or bond from a bank or surety located in the country of the employer or directly from a foreign bank or surety which has been determined by the bidder to be acceptable to the employer. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 8 or another form acceptable to the employer. Bid security shall be valid for 28 days beyond the validity of the Bid.

16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the employer.

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required performance security.

16.6 The Bid Security may be forfeited

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
- b) If the Bidder does not accept the correction of the Bid price, pursuant to clause 26; or
- c) In the case of a successful if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security

16.2 FORMAT AND SIGNING OF BID

17.1 The Bidder shall prepare one original of the documents comprising the Bid as described in clause 12 of these Instructions to Bidders, bound with the volume containing the form of Bid, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding

Bata, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail.

- 17.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.1 as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 17.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

18 SEALING AND MARKING OF BIDS

- 18.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as ORIGINAL and COPIES.
- 18.2 The inner and outer envelopes shall:
- a) be addressed to the Employer at the address provided in the Bidding Data;
 - b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- 18.3 In addition to the identification required in sub-clause 18.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 19.
- 18.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- ##### **19. DEADLINE FOR SUBMISSION OF BIDS**
- 19.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. LATE BIDS

20.1 Any Bid received by the Employer after the deadline prescribed in clause 19 will be returned unopened to the Bidder.

21. MODIFICATION AND WITHDRAWAL OF BIDS

21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in clause 19.

21.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clauses 17 and 18, with the outer and inner envelopes additionally marked modification or withdrawal, as appropriate.

E. BID OPENING AND EVALUATION

22. BID OPENING

22.1 The Employer will open the bids, including modifications made pursuant to Clause 21, in the presence of the bidder's representatives who choose to attend at the time and in the place specified in the Bidding Data.

22.2 Envelopes marked WITHDRAWAL shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 21 shall not be opened.

22.3 The bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22.4 The Employer will prepare minutes of the Bid opening including the information disclosed to those present in accordance with Sub-Clause 22.3.

23. PROCESS TO BE CONFIDENTIAL

23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidders has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

24. CLARIFICATION OF BIDS

- 24.1 To assist in the examination, evaluation, and comparison of bids, The Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 26.

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid
- (a) meets the eligibility criteria defined in clause 3; (b) has been properly signed; (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the bidding documents.
- 25.2 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without materials deviation or reservation. A material deviation or reservation is one (a) which affects, in any substantial way, the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, The Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26. CORRECTION OF ERRORS

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

27. EVALUATION AND COMPARISON OF BIDS

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with clause 25.

27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated bid price by adjusting the Bid price as follows:

- a) making any correction for errors pursuant to clause 26;
- b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities.
- c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

27.4 The estimated effect of any price adjustment conditions under clause 28 of the Conditions of Contract, during the period of implementation of the contract, will not be taken into account in Bid evaluation.

F. AWARDS OF CONTRACT

28. AWARD CRITERIA

28.1 Subject to Clause 29, the Employer will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 4.

29. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

29.1 Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

30.1 The Bidder whose Bid has been accepted will be notified of the awards by the Employer prior to expiration of the Bid validity period by registered letter.

This letter (hereinafter and in the Conditions of Contract called the Letter of Acceptance) will state the sum that the Employer will pay the contractor in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the Contract called the Contract Price).

- 30.2 The notification of award will constitute the formation of the contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the agreement in accordance with Sub-Clause 30.3.
- 30.3 The agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the employer and sent to the successful bidder, within 28 days following the notification of award along with the letter of acceptance. Within 21 days of receipt, the successful bidder will sign the Agreement and deliver it to the employer.
- 30.4 Upon the furnishing by the successful bidder of the Performance Security, the employer will promptly notify the other bidders that their bids have been unsuccessful.

31. PERFORMANCE SECURITY

- 31.1 Within 21 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the employer a Performance Security in the form of a Bank Guarantee or a Performance Bond in an amount specified in the Contract Data, denominated in the types and proportion of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 31.2 If the Performance Security is provided by the successful bidder in the form of a Bank Guarantee, it shall be issued by a bank located in the country of the employer.
- 31.3 If the Performance Security is to be provided by the successful bidder in the form of a Bond, it shall be issued by a surety, which the bidder has determined to be acceptable to the employer.
- 31.4 Failure of the successful bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

G. BIDDING DATA

INSTRUCTIONS TO BIDDERS CLAUSE

- (2.1) The Recipient is the Republic of Ghana represented by ActionAid Ghana.

- (2.1) The Project is the Construction of a 1no. Mechanized borehole, fitted Solar, construction of an overhead water tank, chain-link fencing at Todome in the Kadjebi District of the Oti Region.
- (4.1) Information required shall be 4(d) and 4(g).
- (4.2a) The minimum required annual volume of construction work for the successful bidder in any of the last three years shall be 300 THOUSAND cedis.
- (4.2c) The essential equipment to be made available for the contract by the successful bidder shall be:
- MECHANIZED Drilling Machine
 - Other accessories
- (4.2c) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful bidder shall be
.....
- (8.1) The number of copies of the bid to be completed and returned shall be four
(4).
- (13.4) The contract is subject to price adjustment in accordance with Clause 28 of the Conditions of Contract.
- (15.1) The period of bid validity shall be 90 days after the deadline for bid submission specified in the Bidding Data.
- (16.1) The amount of Bid Security shall be Two Thousand Cedis.
- (18.2) The Employer's address for the purpose of Bid submission is

The Programme Manager,

ActionAid Ghana,

P.O. Box 1780,

Accra.

proposals.ghana@actionaid.org.

- (19.1) The deadline for submission of the bids shall be 21st April 2026 at 10AM GMT

SECTION 2:

**FORMS OF BID, QUALIFICATION INFORMATION
AND LETTER OF ACCEPTANCE**

STANDARD FORM: CONTRACTOR'S BID

_____ [date]

To: The Country Director

Address:

**ActionAid Ghana
P.O. Box GP 14574
Accra.**

We offer to execute the

_____ [name and identification number of Contract]
in accordance with the Conditions of Contract accompanying this Bid
for the Contract Price of _____ Cedis
[figures]

_____ [Amount in words]

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

STANDARD FORM: QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder [attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid [attach copy]

1.2 Total annual volume of construction work performed over the last three years.

Year	Volume of Work
2020	_____
2021	_____
2022	_____

1.3 Volume of Current Commitments to similar jobs and an indication of implementation capacity (equipment and personnel)

1.4 Work performed as prime Contractor on works of a similar nature and volume over the last three years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and place/ country	Name of client and contact person	Type of work performed and year of completion	Value of contract

1.5 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Sub-Clause 4.2© of the Instructions to Bidders.

Item of equipment	Description, make, type, capacity and age (years)	Condition (year of purchase) and number available	Owned, leased (from whom), or to be purchased (from whom)

1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub-Clause 4.1(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract.

1.7

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager Others:			

1.8 Financial reports for the last three years; balance sheets, profit and loss statements, auditors' reports etc. List below and attach copies.

1.8 Name, address telephone, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.9 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved

LETTER OF ACCEPTANCE

To:

[name of the Contractor]

[address of the Contractor]

This is to notify you that your Bid dated _____ for the execution of the

[name of the Contract and identification number, as given in the Contract Data]

for the Contract Price of _____ Cedis
[amount in figures]

_____ Cedis,
[amount in words]

as corrected and modified in accordance with the instructions to Bidders is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorised Signature: _____

Name and Title of Signatory: _____

FORM OF AGREEMENT

This Agreement, made the _____ day of _____
20____

Between _____
(hereinafter called “the Employer”) and

[name and address of Contractor]

(hereinafter called “the Contractor”) of the other part. Whereas the Employer is desirous that the Contractor execute

[name and identification number of Contract]

(hereinafter called “the Works”)

and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

For the Employer

For the Contractor

.....

.....

Name:.....

Name:.....

In the Presence of :

In the Presence of:

.....

.....

Name:.....

Name:.....

CONDITIONS OF CONTRACT

A GENERAL

1 Definitions

1.1 Terms that are defined in the Contract data are not also defined in the Conditions of Contract but keep their defined meanings. Boldface type is used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the bid. The completion Date is the date of completion of the Works as certified by the Project Manager. The contractor shall request the Project Manager to issue a certificate of completion of work and the Project Manager shall do so upon deciding that the work is completed.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the works. It consists of the documents listed in Clause 2.3 below.

The **Maintenance Period** is 12 months after construction and Deeping at the end of next dry season.

The **Contractor** is a person or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

DAYS are calendar days; **MONTHS** are calendar months.

A **Defect** is any part of the work not completed in accordance with the Contract.

A **Defects Liability Period** (maintenance period) is the period named in the Contract Data and calculated from the completion Date.

Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

The **Employer** is the party who employs the Contractor to carry out the works.

The **Project Manager** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution

of the Works and administering the Contract. For this contract, the Project Manager shall be the Consultant.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

Specification means Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager/Consultant.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variations** is an instruction given by the Project Manager/Consultant which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer, as defined in the Contract Data.

2. INTERPRETATION

2.1 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the intended Completion Date apply to any Section of the Works (other than references to the Completion Date and intended Completion Date for the whole of the Works).

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement
- (b) Letter of Acceptance
- (c) Contractor's Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) Specifications

- (g) Drawings
- (h) Bill of quantities and any other document listed in the Contract Data as forming part of the Contract.

3. *Language and Law*

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. *Project Manager's Decisions*

- 4.1 Except where otherwise specifically stated, the Project Manager will decide Contractual matters between the Employer and the Contractor in the role representing the Employer.

5. *Delegation*

- 5.1 The Project Manager may delegate any of his duties and responsibilities to the consultant, after notifying the contractor, and may cancel any delegation after notifying the Contractor.

6. *Communications*

- 6.1 Communications between parties that are referred in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. *Personnel*

- 7.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 7.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves Site within seven days and has no further connection with the work in the Contract.

8. *Contractor's Risks*

8.1 From the starting Date until Defects Correction Certificate has been issued, the risks of personnel injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials and Equipment) which are not Employer's risks are Contractor's risks.

9. Insurance

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductions stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Loss of or damage to the Works, Plant and Materials;
- (b) Loss of or damage to Equipment;
- (c) Loss of or damage to property (except the Works, Plant, Materials and Equipment in connection with the Contract); and
- (d) Personal injury or death.

9.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss to damage incurred.

9.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payments is due, the payment of the premiums shall be a debt due.

9.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

9.5 Both parties shall comply with any conditions of the insurance policies.

10. Contractor to Construct the Works

10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

11. The Works to Be Completed by the intended Completion Date

11.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manger, and complete them by the intended Completion Date.

12. Safety

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

13. Instructions

13.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.

14. Procedures for Disputes

14.1 Arbitration shall be conducted in accordance with the arbitration procedure used by the institution named in the Contract Data.

15. Extension of the intended Completion Date

15.1 The Project Manager shall extend the Intended Completion Date if a Compensation Even occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate remaining works, which would cause the Contractor to incur additional cost.

16. Management Meetings

16.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plants for remaining work and to deal with matters raised in accordance with the early warning procedure.

16.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decide by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

17. Early Warning

17.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an

estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

C Quality Control

18. Identifying Defects

18.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager Considers may have a Defect.

19. Tests

19.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

20. Correction of Defects

20.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

20.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

21. Uncorrected Defects

21.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D Cost Control

22. Bill of Quantities

22.1 The Bill of Quantities shall contain items for the Construction, installation, testing, and commissioning work to be done by the Contractor.

22.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

23. *Changes in the Quantities*

23.1 If the final quantity of the work done differ from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Contract Price, the Project Manager shall adjust the rate to allow for the change.

23.2 The Project Manager shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

23.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

24. *Payment Certificates*

24.1 The Contractor shall submit to the Project Manager at least quarterly statements of the estimated value of the work executed less the cumulative amount certified previously. More frequent statements can be submitted if the value of the period exceeds 10 percent of the Contract Price.

24.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

24.3 The value of work executed shall be determined by the Project Manager.

24.4 The value of work executed shall comprise the value of the quantities of items in the Bill of Quantities completed.

24.5 The value of work executed shall include the valuations and compensation Events.

24.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

25. *Payments*

- 25.1 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing.

26. *Compensation Events*

- 26.1 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 26.2 When information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 26.3 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

27. *Tax*

- 27.1 The Project Manager shall adjust the Contract price if taxes, duties and other levies are changed between the date 28days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount to tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 47.

28. *Price Adjustment*

- 28.1 Price shall be adjusted for fluctuation in the cost of inputs only if provided for in the Contract Data. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by

applying the respective price adjustment factor to the payment amounts due. The formula given below shall be used to determine price adjustments.

- $P_c = A_c + B_c \text{ Imc/Ioc}$ Where
- P_c is the adjustment factor for the Contract Price
- A_c and B_c are coefficients specified in the A
- Contract Data, representing the non adjustable and adjustable portions, respectively, of the Contract Price; and
- Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28days before Bid opening.

The coefficient B_c is given as follows:

$$B_c = B_{\text{agg}} + B_{\text{cement}} + B_{\text{labour}} \text{ Where}$$

B_{agg} is defined as the Coefficient applicable to the Index for Aggregate ($B_{\text{agg}} = 40\%$)

B_{cement} is defined as the Coefficient applicable to the Index for cement ($B_{\text{cement}} = 10\%$)

B_{labour} is defined as the Coefficient applicable to the Index for Labour ($B_{\text{labour}} = 40\%$)

28.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

29. Retention

29.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

29.2 On Completion of individual wells, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

30. *Liquidated Damages*

30.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

31. *Bonus*

31.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the Contract Data for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

32. *Securities*

32.1 The Performance Security shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the currency in which the Contract Price is payable or a freely exchangeable currency. The Performance Security shall be valid until the date of issue of the Defects Liability certificate.

33. *Cost of Repairs*

33.1 Loss or damages to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

34. *Completion*

34.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the works for each well, and the Project Manager will do so upon deciding that the work is completed.

35. *Taking Over*

35.1 The Community (owner) shall take over this Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

36. Termination

- 36.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 36.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) The Contractor stops work for 14days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;
 - (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 14days;
 - (c) The Employer of the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) A payment certified by the Project Manager is not paid by the Employer to the Contractor within 60days of the date of the Project Manager's certificate;
 - (e) The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) The Contractor does not maintain a Security, which is required; and
 - (g) The Contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data.
- 36.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 36.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonable possible.

37. Payment Upon Termination

- 37.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and materials ordered less advance payment received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

37.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works and less advance payments received up to date of the certificate.

38. *Property*

38.1 All Materials on the Site, Plant, Temporary Works and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

39. *Release from Performance*

39.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION 4: CONTRACT DATA

Reference

(1.1) The Employer is the District Coordinating Director and Country Director, ActionAid Ghana.

(1.1) Name _____ of _____ Project _____ Manager:

(1.1) The name and identification number of the Contract is: Construction and Drilling of a 1no. mechanized borehole, fitted with solar, surface water tank and a chain-link fencing at Todome in the Kadjebi District.

(1.2) Project. No.2026

(1.1) The works consist of:

Sitting and Drilling of a 1no. and its associate facilities, as specified in the BOQ and the Technical Schedule and Specifications.

(1.1) The Start Date shall be: 2 weeks after signing of Agreement

(1.1) The completion date shall be 120 days after start period.

(20) The Defects Liability Period is 4 months after completion.

(9) The minimum insurance covers shall be:

The maximum deductible for insurance of the Works, Plant and Materials is Nil.

- The minimum cover for insurance of the works, plant and material in respect of the Contractor's faulty design is Nil cedis.
- The maximum deductible for insurance of Equipment is _____
- The minimum cover for loss or damage to Equipment is _____
- The maximum deductible for insurance of other property is _____
- The minimum for insurance of other property is _____
- The minimum cover for personal injury or death insurance
 - for the Contractor's employees is _____
 - and for other people is _____

(3) The language of the Contract documents is English

(3) The law that applies to the Contract is the law of the Republic of Ghana.

- (14) Institution whose arbitration procedures shall be used
- (28) The Contract is subject to price adjustment in accordance with Clause 47 of the Conditions of Contract, and the following information regarding coefficients:
- The coefficients for adjustment of prices are:
For currency Cedis:
5. Percent non-adjustable element (coefficient A)
90 percent adjustable element (coefficient B)
The Index 1 for local currency will be the Index published by Ministry of Roads and Highways.
- (29) The proportion of payments retained is 10 percent.
- (30) The liquidated damages for each section of the Works are 1 percent of the final Contract Price per month. The maximum amount of liquidated damages for the whole of the Works is 10 percent of the final Contract Price.
- (31) The Bonus for each section of the Works is 1 percent of final Contract Price amount per month. The maximum amount of Bonus for the whole of the Works is 10 percent of the final Contract Price.
- (32) The Performance Security shall be for the following minimum amounts equipment as a percentage of the Contract Price.
- (a) Bank Guarantee Same percentage as for Advance payment
- (b) Performance Bond **10%**
5. The standard form of Bank Performance Security acceptable to the Employer shall be of unconditional type as presented in Section 8 of the Bidding Documents.

SECTION 5
SPECIFICATIONS

BILL NO.2
BILL OF QUANTITIES

ANNEX A FORM:

BID SECURITY (BANK GUARANTEE)

WHEREAS,(name of Bidder)
(hereinafter called the Bidder) has submitted his Bid dated..... For
The construction of
(Name of Contract) (hereinafter called the Bid)

KNOW ALL PEOPLE by these presents that we

.....(Name of Bank) of
..... (name of country) having our registered office at
..... (hereinafter called" the bank) are bound unto
..... (hereinafter called "the Employer) in the sum of
.....for which payment well and truly to be made to
the said employer, the bank binds itself, it's successors, and assigns by these presents.

SEALED with the common seal of the said bank this..... day of19.....

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the form of Bid; or
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - a. Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders, if required; or
 - b. Fails or refuses to furnish the performance security , in accordance with instruction to Bidders; or
 - c. Does not accept the correction of the Bid price pursuant to clause 27,

We undertake to pay to the employer up to the above amount upon receipt of his first written demand, without the employer's having to substantiate his demand, provided

that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the datedays after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the employer, notice of which extension (s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature.....

Witness

Seal.....

(signature, name, and address)

ANNEX B:

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To:.....
(address of employer)
.....
.....

WHERE AS.....
.....
(name and address of contractor) (hereinafter called the contractor) has undertaken in
pursuance of contract No.....date..... to execute
.....
(name of contract and brief description of works) (hereinafter called "the contract");

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, up to a total of (amount of guarantee)
.....(amount in words),
such sum being payable in the type and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument any sums within the limits of
..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demands for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you 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 be valid until the date of issue of the Defects Correction Certificate.

Signature and seal of the guarantor :.....

Name of Bank:

Address:.....

.....

Date:.....

ANNEX C:

FORM PERFORMANCE BOND

By this Bond:.....
(name and address of contractor) as Principal (hereinafter called "the contractor ") and

.....
.....
.....
(name, legal title, and address of surety , bonding company, or insurance company)

as surety (hereinafter called" the Surety"), are held and firmly bound unto

.....
.....
.....
(name and address of employer) as obligate (hereinafter called "The Employer")

in the amount of(amount of bond)

.....(amount of bond of words) for the payment of which sum well and truly to be made in the types and proportions of currencies in which the contract price is payable, the contractor and the surely bind themselves, their heirs, executor, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the contractor has entered into a contract with the employer dated theday of20for(name of contract) in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter to as the contractor.

Now, therefore, the condition of this obligation is such that, if the contractor shall promptly and faithfully perform the said contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the contractor shall be, and declared by the employer to be, in default under the contract, the employer having performed the employer's obligation there under, the surely may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with it's terms and conditions; or
2. Obtain a Bid or bids from qualified bidders for submission to the Employer for completing the contract in accordance with it's terms and conditions, and upon determination by the Employer and the Surely of the lowest responsive Bidder, arrange for a contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding including other costs and damages for which the surely may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price" "as used in this paragraph, shall mean the total amount payable by the Employer to the contractor under the contract, less the amount properly paid by the employer to contractor; or

3. Pay the Employer the amount required by the Employer to complete the Contract in accordance with it's terms and conditions up to a total not exceeding the amount of this bond.

The Surely shall not be liable for a grater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Defects Liability Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the contractor has hereunto set it's hand and affixed it's seal, and the Surely has caused these presents to be scaled with it's corporate seal dully attested by the signature of its legal representative, thisday of

..... 2026.....

Signed on :.....

Signed on :.....

On behalf of
(Name of client)

On behalf of
(Name of Contactor)

By

By

In the capacity of

In the capacity of

In the presence of

In the presence of