

Agreement

The Employer is Concern Worldwide Somalia of
Mogadishu, KM5 Area, Wadajir District

The Contractor is _____ of

The Employer desires the execution of certain Works known as _____
xxx

OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of
_____(in words)
_____(in figures) (_____)

or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before
xxx _____ (date)

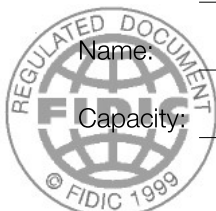
The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: _____	Date: _____
Name: _____	Authorised to sign on behalf of (organization name): _____
Capacity: _____	_____

ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: _____	Date: _____
Name: _____	Authorised to sign on behalf of (organization name): _____
Capacity: _____	_____



APPENDIX

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Item	Sub-Clause	Data
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Documents forming the Contract
listed in the order of priority . . . 1.1.1

Document (delete if not applicable)

Document Identification

- (a) The Agreement
- (b) Particular Conditions
- (c) General Conditions
- (d) The Specification
- (e) The Drawings
- (f) The Contractor's tendered design
- (g) The bill of quantities
- (h) **Concern Policies**
- (i)

This Document
Annexe xxx
FIDIC Short Form of Contract 1999
Annexe xxx
Annexe xxx
N/A
Annexe xxx
Annexe xxx

Time for Completion 1.1.9 days

Law of the Contract 1.4 Law of the Country*
Federal Republic of Somalia and the Laws of Regional Administrative Body
English

Language 1.5

Provision of Site 2.1 On the Commencement Date* ____

Authorised person 3.1 **Concern Somalia Country Director or delegated representative**

Name and address of Employer's representative (if known) 3.2 N/A

Performance security (if any):

Amount 4.4 N/A

Form 4.4 N/A (details)



* Employer to amend as appropriate

Item	Sub-Clause	Data
Requirements for Contractor's design (if any)	5.1	Specification Clause No's N/A
Programme:		02
Time for submission	7.2	Within 14 days* of the Commencement Date.
Form of programme	7.2	Detailed Gantt chart showing all activities, milestones and the critical path
Amount payable due to failure to complete	7.4	0.1% per day up to a maximum of 10%* of sum stated in the Agreement
Period for notifying defects	9.1 & 11.5	180 90 days* calculated from the date stated in the notice under Sub-Clause 8.2
Variation procedure		
Daywork rates	10.2	N/A
		(details)
Valuation of the Works*		
Lump sum Price	11.1	N/A (details)
Lump sum price with schedules of rates	11.1	N/A (details)
Lump sum price with bill of quantities	11.1	N/A (details)
Remeasurement with tender bill of quantities	11.1	Applicable (details)
Cost reimbursable	11.1	N/A (details)
Percentage of value of Materials and Plant	11.2	Materials <u>N/A</u> 80%*
		Plant <u>N/A</u> 90%*



* Employer to amend as appropriate

Concern Worldwide

Item	Sub-Clause	Data
		in form of bank guaranteed deposit of 10%
Percentage of retention	11.3	<u>5%</u> 5%
Currency of payment	11.7	<u>United States Dollar</u>
Rate of interest	11.8	<u>0</u> % per annum
Insurances	14.1	

Type of cover*	Amount of cover*	Exclusions*
The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%	<u>No Exclusions</u>
Contractor's Equipment	Full replacement cost	<u>No Exclusions</u>
Third Party injury to persons and damage to property	<u>USD100,000</u>	<u>No Exclusions</u>
Workers	<u>USD100,000</u>	<u>No Exclusions</u>
Other cover*	<u></u>	<u></u>

Arbitration

Rules	15.3	UNCITRAL Arbitration Rules* <u>N/A</u> (details)
Appointing authority	15.3	President of FIDIC or his nominee* <u>N/A</u> (details)
Place of Arbitration	15.3	The Country* <u>N/A</u>

**Employer to amend as appropriate*

