

5 Procurement and Contracting

This part of the Guide has been developed with assistance from **Kirkman Company** – the FIH's **Worldhockey Knowledge Provider**.



Seeking proposals from potential contractors, assessing those proposals and issuing a contract is a key part of the process of constructing a hockey playing facility. This section of the Guide provides advice and resources to use in these processes.

Resources

5.1 The main components of this part of the Guide are downloadable templates and spreadsheets:

- **Covering Letter** (see an example in annex A);
- **Request for Proposal** (see annex B);
- **Company Information Form** (see annex C);
- **Costing Spreadsheet** (see annex D);
- **Company Comparison chart** (see annex E);
- **Scorecard** (see annex F)
- **Sample Contract** (see annex G).

5.2 Downloadable versions of each document are available on the FIH website in association with this Guide. If using any downloadable template or other material in this Guide, a pitch owner should check that the items included are appropriate. Items should be amended, added and deleted as appropriate for the particular project planned.

Request for Proposals

5.3 It is advisable to seek proposals from potential contractors in a standard format. This enables proposals to be compared and a contractor chosen on the basis of structured information and criteria.

5.4 This Guide suggests that an appropriate package to send to potential contractors would be:

- a **Covering Letter** (annex A);

- a **Request for Proposal** (annex B);
 - a **Company Information Form** (annex C);
 - a **Costing Spreadsheet** (annex D).
- 5.5 Among other things, the **Covering Letter** should explain the set of documents provided and the timetable for receiving and assessing proposals and awarding the contract.
- 5.6 The terms on which a proposal is to be based by a contractor should be set out clearly. A possible template for the terms is attached to this section of the Guide as annex B: **Request for Proposal**.
- 5.7 The **Company Information Form** collects information about the company identity, statutory situation, technical requirements and additional services. This will be useful when comparing contractors or perhaps even eliminating some if they do not satisfy the criteria.
- 5.8 Similarly, the **Costing Spreadsheet** provides a useful breakdown of costs and, because it is requested in a standard format, enables costs of proposals to be compared.
- 5.9 The costing spreadsheet includes items commonly occurring in projects. However, it is important to check that items not included in the spreadsheet such as insurance, production of construction drawings and obtaining necessary permissions etc are included in the rates quoted for the work.
- 5.10 A similar proforma enables the information from several companies to be compared. It is provided in annex E: **Company Comparison**.

Assessing Proposals

- 5.11 As mentioned above, collecting proposals in a standardised format greatly simplifies and legitimises the assessment of competing proposals and selection of a contractor.
- 5.12 This Guide therefore suggests comparing potential contractors in two ways:
- using a **Company Comparison** (annex E) based on of the Company Information Form;
 - using a **Scorecard** (annex F).
- 5.13 The **Company Comparison** chart simply enables the information collected from the Company Information Forms to be collated and compared.
- 5.14 The **Scorecard** works in a different way. It enables scores to be associated with each potential contractor in relation to some key criteria for the project. The score attached to each criterion is weighted so that the most important criteria feature more strongly in a calculated overall score.

5.15 To use the scorecard:

- enter the name of the project and of the person completing the assessment in the yellow cells;
- weight each of the key criteria by completing entries in all the pink cells using the scale of 1 (minimal importance) to 5 (very important); the cells have been pre-filled with a weighting of “1” but change them to your own weightings;
- put the name of each potential contractor in the blue cells immediately under the heading “potential contractors”;
- assess each contractor against each criterion by completing the green cells using the scale 1 (not meeting the criterion) to 5 (fully meeting the criterion).

5.16 Other cells in the spreadsheet have been protected against changes so that they are not changed in error and the calculations invalidated.

5.17 The spreadsheet automatically calculates an overall score based on the assessment of each potential contractor and the weightings attached to the criteria. It shows it in the red cells as a percentage of the maximum score possible.

Sample Contract

5.18 A clear and enforceable contract is an essential requirement. However, the precise terms in which a contract is drawn up will depend on the laws applying to the particular project and will usually vary from one country to another. It is therefore not possible to provide a detailed sample contract which always meet requirements.

5.19 There are, however, broad generic points which would usually be included in a contract:

- a **Sample Contract** (annex G) provides a useful way of checking that necessary issues have been included in a contract.

5.20 The Sample Contract included in this Guide therefore mainly acts as checklist and not a template on which necessarily to base the actual contract used.

Summary of Key Points

- **This section of the Guide provides advice and materials for gathering cost and related information for constructing a synthetic turf hockey field.**
- **The materials and downloadable templates must be reviewed and amended to reflect the precise circumstances of the planned project.**
- **Use of these materials and templates must be considered in the context of the various stages of the project and of the other materials and advice provided in this Guide.**

Annex A: a downloadable version of this document is available on the FIH website in association with this Guide

**Covering Letter from the Client to a Potential Contractor
of a Synthetic Turf Hockey Pitch
to accompany the Request for Proposal**

This letter:

- should be prepared on appropriate headed notepaper;
- should be adjusted to suit the details of the individual project proposed; entries which must be changed to reflect the individual project are shown as follows " " below;
- be sent to potential contractors with:
 - *the "Request for Proposal";*
 - *the costing spreadsheet;*
 - *and any other relevant documentation.*

From: " "

Date: " "

Dear " "

Proposal for a Synthetic Turf Hockey Pitch "and Associated Facilities"

We "the company/club/organisation", referred to subsequently as the client, invite your company to submit a costed proposal for the construction of a synthetic turf hockey pitch.

The pitch is to be located at "place/address".

The type of turf"s" we envisage "is/are" "sand-filled/sand-dressed/water-based" as specified in the International Hockey Federation (FIH) *Performance Requirements and Test Procedures for Synthetic Hockey Pitches – Outdoor*.

"Other facilities included in the project are"

The proposed timetable for consideration of proposals and construction of the facility is as follows:

- receipt of proposals by the client: "specify the time and date - usually allow at least 3 weeks";
- resolution of any outstanding questions: "specify the date - usually allow at least 2 weeks";
- consideration of proposals possibly including interviews with a short list of potential contractors: "specify the date - usually allow at least 2 weeks";
- notification of chosen contractor: "specify the date - usually allow at least 1 week";
- completion of contract: "specify the date - usually allow at least 3 weeks";
- start of the project: "specify the date – as required depending on local conditions";
- time for completion of project: "specify the number of working days – as required depending on local conditions";
- completion of the project: "specify the date, computed from the date of the start of the project plus the specified number of working days and allowing for non-working days – as required depending on local conditions".

You are requested to:

- note the terms for this project included in the document "Standardised Request for Proposal";
- submit a costed proposal using the standard costing spreadsheet attached;
- provide the information requested in the company data form attached.

Please note that all correspondence and communications must be undertaken only with the undersigned as the formal representative of the client.

I hope that the information in this letter and associated document is clear and complete but if there are any questions please do not hesitate to contact the under signed.

Yours sincerely

"name"
"position in the client organisation"

Annex B: a downloadable version of this document is available on the FIH website in association with this Guide

Synthetic Turf Hockey Pitch

Standardised Request for Proposal

1 Introduction

- 1.1 You are invited to submit a proposal for the installation of a synthetic turf hockey pitch(es).
- 1.2 The standardised format of this proposal request will enable us, the client, to reach a well-considered and timely decision about the choice of a pitch and contractor.
- 1.3 In this Request for Proposal, not all requirements and conditions may have been described in detail. It is the responsibility of the contractor to make suggestions for any areas which are not covered.
- 1.4 In the final version of the contract all requirements and services will be defined specifically.
- 1.5 This document contains all relevant information pertaining to procedures, planning and organisational background.
- 1.6 You are requested to submit a proposal which will supply all relevant services mentioned in this document.
- 1.7 Care has been taken in formulating this request for a proposal. If, however, you feel it contains discrepancies, ambiguities or contradictions or that it is incomplete, you are requested to inform the client in writing before sending in your proposal and to indicate to what extent these factors may affect prices.
- 1.8 The accompanying letter outlines the timetable for the return of proposals and the selection of a contractor.

2 Agreement

- 2.1 The contractor is required to comply with the conditions specified in this request.

3 General Procedure

- 3.1 Acceptance of this invitation to submit a proposal implies that contractor agrees to all the conditions stipulated in the proposal procedure.
- 3.2 The contractor shall use all information which has been provided by the client with regard to this proposal, exclusively for the purpose for which the information has been provided. The contractor will be responsible for any illicit use of the information contained in this invitation to submit a proposal.
- 3.3 The proposal and all correspondence shall be expressed in the English language or other language as explicitly agreed between the client and the contractor.
- 3.4 Proposals will not be considered if the information called for is not given at the time of submitting the proposal.
- 3.5 Contractors shall ensure they deal with all requirements and options stated in this invitation to submit a proposal.
- 3.6 Contractors shall ensure that all requirements and options are dealt with in the order in which they are mentioned in this invitation to submit a proposal.
- 3.7 Proposals will not be considered if they do not meet the criteria stated. Should this be the case, contractors will be notified in writing stating the reasons.
- 3.8 Contractors are required to be specific in their proposal.
- 3.9 The client will not be responsible for, or pay for, expenses resulting from the proposal or from suspending the proposal (definitely or temporarily) for any reasons.
- 3.10 The proposal shall not impose any obligations upon the client.
- 3.11 Any correspondence and proposals submitted will not be returned to the contractors.
- 3.12 All proposals received will become the property of the client. The client will do its utmost to safeguard the confidentiality of the proposals. Copies of the proposals will only be distributed to those representatives of the client directly involved.
- 3.13 Contractors shall communicate exclusively with the contact representative of the client mentioned in the covering letter. Direct communication concerning the proposal with other persons or staff associated with the client will result in exclusion.
- 3.14 The allocation of the contract will be communicated in writing. The allocation does not take effect until the contractor has received the allocation in writing.

- 3.15 If the proposal is adjusted on the basis of new developments, all contractors will be notified of those adjustments in writing and, if appropriate, a revised time and date for the return of proposals advised.
- 3.16 The proposal must be submitted within the timetable indicated in the covering letter or any extended timetable notified by the client. Overdue submissions will be disregarded and the documents returned unopened.
- 3.17 Proposals shall be sent on paper to the address specified in the covering letter. The envelope shall be clearly marked, "Turf Proposal" in the top left corner. An additional electronic copy of all parts of the proposal should be sent by e-mail to the address mentioned in the covering letter. Proposals will not be considered if sent by facsimile. In case the paper and electronic versions are not identical, the paper version is the decisive version.
- 3.18 Proposals shall be valid for a minimum of 3 (three) calendar months from the day following the final day for submission of the proposal. During this period the proposal is irrevocable. If negotiations take more time, the validity will be extended for the duration of the negotiations as agreed by both parties.

4 Assessment of Proposals

- 4.1 All proposals will be verified to ensure they comply with the required criteria. The client reserves the right not to accept proposals which do not comply with the criteria. The selection of a contractor will be assessed on the basis of the extent to which and the way in which the proposal meets the criteria.
- 4.2 A proposal will be evaluated in relation to other proposals.
- 4.3 Contractors will be notified of the assessment results as specified in the covering letter. No clarification may be requested by the prospective contractors concerning results.
- 4.4 Assessment will commence immediately following the expiration of the deadline specified in the accompanying letter.

5 Queries and Answers

- 5.1 When all proposals have been submitted, a shortlist of contractors being considered for participation will be composed. These contractors may be invited for an interview. During the interview, contractors will be able to ask questions.
- 5.2 Any prior queries should specify the issue to which the query refers.
- 5.3 Queries will be answered immediately or no later than the date specified in the covering letter.
- 5.4 All queries and their answers will be sent by e-mail.

6 Invoicing

- 6.1 Contractors shall provide information about proposed terms of payment in relation to progress milestones in the project.
- 6.2 Services and products provided by the contractor shall be invoiced according to the payment schedule specified in the contract. Additional operations, if any, must be described separately in an invoice and payment can only be considered if a copy of the order signed by the client has been enclosed. All prices quoted must exclude relevant taxes or clearly identify the taxes due.
- 6.3 The terms of purchase as specified in the contract shall apply.

7 Terms of Delivery

- 7.1 The general terms of delivery of the various components shall be furnished, such as terms of delivery for each individual component, installation procedures regarding manpower and cost, and services regarding contents and cost.
- 7.2 The installation shall be carried out in one continuous phase on the timeline specified in the covering letter.

8 References and Warranties

- 8.1 Supply three references regarding successfully completed projects similar or greater in scope to the project proposed. Names of any contact persons will be helpful.
- 8.2 Contractors shall offer and provide details of warranties with regard to the terms of delivery (components), time of completion (complete pitches) and other items.

9 Synthetic Pitches

- 9.1 The pitch(es) shall be supplied to FIH specifications using an FIH approved synthetic turf. The contractor shall enclose the technical specifications of the proposed surface. The contractor shall state specifically whether the turf is manufactured in more than one location or by more than one manufacturer and which source it is proposed to use.
- 9.2 If more than one type of turf (eg sand filled, sand dressed, water-based sand dressed or water-based) is proposed, the data above must be supplied for each type.
- 9.3 The contractor shall provide the blueprints/drawings for the installation of the pitch and any associated facilities.

- 9.4 The installation shall be carried out on the basis of the specifications and blueprints/drawings provided.
- 9.5 The contractor shall apply for the required planning or other regulatory permissions unless otherwise agreed with client.
- 9.6 The installation of the pitch shall meet the standards specified in the FIH *Performance Requirements and Test Procedures for Synthetic Hockey Pitches – Outdoor* or equivalent publication.
- 9.7 Every stage in the construction process (sub-base, base, turf, etc) shall be inspected individually as specified in the contract with regard to the materials used and the construction process carried out.
- 9.8 Payment of the agreed final invoice will depend on the pitch being certificated by an independent FIH accredited laboratory as meeting the specifications set out in the FIH *Performance Requirements and Test Procedures for Synthetic Hockey Pitches – Outdoor* or equivalent publication.
- 9.9 The contractor shall install the complete pitch, including drainage and watering system, independently or in cooperation with other contractors.
- 9.10 In case the contractor does not operate independently, it will be considered as the main contractor and shall be responsible for installing the pitch within the timetable set and the budget agreed.
- 9.11 In case the contractor does not operate independently, it shall provide the names of the contractors with whom it cooperates and outline the ways in which the cooperation takes place.
- 9.12 The markings on the pitch shall meet the requirements specified in the current Rules of Hockey.
- 9.13 The contractor shall supply the drawings for the drainage system, independently or in cooperation with other contractors.
- 9.14 The contractor shall supply the drainage system, independently or in cooperation with other contractors.
- 9.15 Drainage options should be discussed with the client. Proposals should provide relevant information such as performance benefits and cost and time implications.
- 9.16 The contractor shall provide expertise for the assessment of environmental factors and possible consequences for the drainage system. The contractor shall bear responsibility for these consequences.

10 Base

- 10.1 The contractor shall install a properly compacted and even base of drainage sand or other material as agreed for the foundation of the pitch.
- 10.2 The contractor shall install an appropriate shock-pad on the drainage layer.
- 10.3 After the installation work has been completed the building site shall be cleared and landscaping completed if necessary.

Annex C: a downloadable version of this document is available on the FIH website in association with this Guide

Company Information Form

Please fill in the form truthfully and sign at the bottom of the document;

In column 2, you should, as far relevant, fill in “yes” or “no”;

In column 3, any evidence required is mentioned. Appropriate legal documentation should be supplied. Evidence should not normally be older than six months.

You should submit all necessary information as specified in the covering letter requesting the proposal. Offers that are received later than the specified deadline, will be declared invalid and will be returned unopened.

Component	Theme	Content
A	Company identity	Relevant information concerning the identity of the company
B	Company information	Information concerning the financial and legal reliability of the company
C	Technical requirements	Performance of the technical requirements for pitch construction
D	Additional services	Additional services offered by the company
E	Declaration	To validate and sign-off the form

Part A: Application Identity	
Name of the company:	
Address of the company:	
Telephone:	
Telefax:	
Email address:	
Legal form:	
Tax or equivalent registration number in the country of establishment:	

Part B: Company Information	Yes/no assessment	Response or evidence required
Statutory Situation		
1 Is your company in a state of bankruptcy, financial administration, court judgment or other similar situation?		
2 Have proceedings for bankruptcy or financial administration of your company or a court judgment or other similar action been started?		
3 Have any of the executives been prosecuted for an offence which brings the professional integrity of your company into question?		
4 Has your company met the obligations for payment of social insurance or similar contributions?		Send evidence from benefits or equivalent agency
5 Has your company met the obligations for payment of taxes?		Send evidence from tax and customs administration

6	Is your company registered with a relevant professional or trade body?		Send a copy of the registration
7	Will your company communicate in English or another language we require?		Name the language
8	Is your company head or local office in an acceptable location?		Name the location
Financial Data			
9	Does your company possess insurance for professional liabilities?		Send evidence of insurance policy
10	Have the last two financial consolidated annual reports of your company (if necessary of your parent company) together with the related audit certificates been provided?		Send evidence from full annual report and certificates
11	Does your company have necessary company liability and third party insurance?		Send evidence of policy
12	Does the turnover for the last two years for the construction of hockey fields indicate good experience of related projects?		Send evidence from audited figures
Part C: Technical Requirements		Yes/no assessment	Response or evidence required
13	Have other pitches installed by your company received an FIH Certificate of Compliance with requirements?		Send copies of certificates
14	Does your company sub-contract any of the installation (for example the drainage and irrigation system)?		
15	Has your company provided details of all sub-contractors?		Send details of any sub-contractors
16	Has your company indicated how it will coordinate and control sub-contractors?		
17	Has your company provided a list of hockey fields constructed in the last twelve months?		Send a list

18	Has your company provided details of the delivery conditions including for different components of the construction?		Send details
19	Has your company provided details of payment conditions?		Send details
20	Has your company provided details of guarantees for delivery deadlines including components?		Send details
Specific Requirements			
21	Is your company the manufacturer of the synthetic turf?		If not, the contractor must be specified
22	Will your company supply the construction drawings for the field?		
23	Does your company have capacity to deal with all necessary permissions and regulations (eg planning permissions and building regulations)?		
24	Will your company provide details of the services supplied to check and repair any post-installation faults?		
Part D: Additional Services		Yes/no assessment	Response or evidence required
25	Will your company specify the delivery time and the duration of the construction of the total field?		
26	Will your company provide details of the guarantee period and conditions?		
27	Will your company offer a maintenance contract with appropriate conditions?		
28	Will your company provide other services or additional related facilities required?		

Part E: Declaration	
Name of the company:	
Name of valid signatory:	
Role of the signatory within the company:	
Place and date:	
Declaration:	<p>I declare that this form has been completed truthfully.</p> <p>I acknowledge that supplying incorrect data can lead to exclusion from the application process.</p>
Signature:	

Annex D: a downloadable version of this document is available on the FIH website in association with this Guide

Company name:						
Enter in these column headings the different turf types proposed (eg sand-filled, sand-dressed, water-based):						
Preparation						
Create site compound						
Demolition work						
Ground work						
Remove existing pitch						
Prepare trenches						
Remove debris and waste						
Supply sand						
Level the ground						
Drainage						
Check and refurbish existing drains						
Construct new drainage						
Sub-base and shock-pad						
Prepare sub-base						
Install shock-pad						
Synthetic grass layer						
Install playing area 91.40 by 55.00 m						
Install back run-offs minimum 3 m						
Install side run-offs minimum 2 m						
Install field of play lines						
Irrigation						
Deliver and install holding tanks						
Install distribution system						
Install control system						
Install treatment (eg peroxide) system						
Fencing and surrounds						
Install regular fence						
Install high fence behind goals						
Install ball hit planks at base of fence						
Install paving and paths						
Hockey equipment						
Provide 2 goals						
Provide 2 goal-nets						
Provide and install 2 dug-outs						
Provide 4 corner flags						
Miscellaneous						
Inspection costs (during construction)						
Testing and compliance costs (after construction)						
Service, maintenance costs (after construction)						
Other						
Price excluding tax	0.00	0.00	0.00	0.00	0.00	0.00
Tax %						
Total field cost	0.00	0.00	0.00	0.00	0.00	0.00

Annex E: a downloadable version of this document is available on the FIH website in association with this Guide

Company Information Comparison

This document enables the information collected from the *Company Information Forms* to be collated and compared.

Fill in “yes” or “no” in the relevant column based on an assessment of the information provided by the company.

Company Name:				
Part B: Company Information	Yes/no assessment	Yes/no assessment	Yes/no assessment	Yes/no assessment
Statutory Situation				
1 Is the company in a state of bankruptcy, financial administration, court judgment or other similar situation?				
2 Have proceedings for bankruptcy or financial administration of the company or a court judgment or other similar action been started?				
3 Have any of the executives been prosecuted for an offence which brings the professional integrity of the company into question?				
4 Has the company met its obligations for payment of social insurance or similar contributions?				

5	Has the company met its obligations for payment of taxes?				
6	Is the company registered with a relevant professional or trade body?				
7	Will the company communicate in English or another language you require?				
8	Is the company head or local office in an acceptable location				
Financial Data					
9	Does the company possess insurance for professional liabilities?				
10	Have the last two financial consolidated annual reports (if necessary of the parent company) together with the related audit certificates been provided?				
11	Does the company have necessary company liability and third party insurance.				
12	Does the turnover for the last two years for the construction of hockey fields indicate good experience of related projects?				

Part C: Technical Requirements	Yes/no assessment	Yes/no assessment	Yes/no assessment	Yes/no assessment
13 Have other pitches installed by the company received an FIH Certificate of Compliance with requirements?				
14 Does the company sub-contract any of the installation (for example the drainage and irrigation system)?				
15 Has the company provided details of all sub-contractors?				
16 Has the company indicated how it will coordinate and control sub-contractors?				
17 Has the company provided a list of hockey fields constructed in the last twelve months?				
18 Has the company provided details of delivery conditions including for different components of the construction?				
19 Has the company provided details of payment conditions?				
20 Has the company provided details of guarantees for delivery deadlines including components?				

Specific Requirements				
21 Is the company the manufacturer of the synthetic turf?				
22 Will the company supply the construction drawings for the field?				
23 Will the company deal with all necessary permissions and regulations (eg planning permissions and building regulations)?				
24 Will the company provide details of the services supplied to check and repair any post-installation faults?				
Part D: Additional Services	Yes/no assessment	Yes/no assessment	Yes/no assessment	Yes/no assessment
25 Has the company specified the delivery time and the duration of the construction of the total field?				
26 Has the company provided details of the guarantee period and conditions?				
27 Has the company offered a maintenance contract with appropriate conditions?				
28 Will the company provide other services or additional related facilities required?				

Annex F: a downloadable version of this document is available on the FIH website in association with this Guide

Scorecard for Potential Contractors of Synthetic Fields

see the foot of this spreadsheet for information about how to complete it

Project:									
Assessment completed by:									
		Overall score (max 100%):							
		0%	0%	0%	0%	0%	0%	0%	0%
Criteria		Potential contractors							
A Financial		Assessment							
A1	Price of the field								
A2	Financial health of the contractor								
B Quality		Assessment							
B1	A clear/single point of contact								
B2	The offer fully meets the client requirements								
B3	The contractor will work cooperatively and flexibly to achieve the best outcomes								
B4	The contractor will provide quality guarantees (eg lab testing) for the finished field								
B5	There are good guarantees for an appropriate period after the field is in use								
B6	The contractor uses the most recent/innovative techniques/methods								
C Time		Assessment							
C1	The contractor always meets construction/delivery times								
C2	There are appropriate guarantees or penalty clauses if timelines are not met								
D General		Assessment							
D1	The contractor has good experience of installing a number of fields								
D2	Good references have been supplied by previous clients								
D3	The general quality and presentation of the tender specification is good								
D4	The contractor cooperated well during the tender process								

Weighting factors

A weighting is given to each of four overall criteria (financial, quality, time and general) and to each sub-criteria (A1, A2, B1, B2 etc) to specify the relative importance of each criterion. Weightings are allocated on a scale of 1 (minimal importance) to 5 (very important).

Assessment scores

Each contractor is assessed on a scale of 1 (not meeting the criterion) to 5 (fully meeting the criterion).

Calculated score

An overall score for each potential contractor is automatically calculated taking into account the assessments made and the scores allocated against each criterion.

Annex G: a downloadable version of this document is available on the FIH website in association with this Guide

Synthetic Turf Hockey Pitch

Sample Contract

This sample contract has been drawn up to assist owners of pitch facilities. It is impossible to provide a template which will deal correctly with all the requirements of every particular project and with the laws of the country in which the project is located. However, this sample will be a useful way of checking that necessary issues have been included in a contract.

When using this sample contract, please therefore note:

- content which will depend on the particular project is shown in italics and highlighted in yellow;
- the contract must be adapted to take account of the laws applying to the particular project;
- the sample mainly acts as checklist and not a template on which to necessarily base the actual contract used.

Contract concerning *project* in *location*

The undersigned:

1 the *association or organisation name*, having its registered office at *address* is duly represented in this matter by *name of authorised person* hereinafter to be referred to as: “**the Principal**”

and

2 the *private company with limited liability*, *name*, having its registered office and principal place of business at *address* duly represented in this matter by *name of authorised person* hereinafter to be referred to as: “**the Contractor**”

shall hereinafter jointly be referred to as: “**the Parties**”.

Whereby:

- A The Principal has decided upon the construction of *a description of the facility* in *location*;
- B The Principal wishes to assign execution of the work referred to under A above to the Contractor, and the Contractor wishes to accept this assignment;

Agree as follows:

Article 1 Assignment

The Principal hereby assigns to the Contractor, which assignment the Contractor hereby accepts:

Execution of the *description of work*, hereinafter to be referred to as “the work”, in accordance with proposal offer *named/titled dated* and other contract-related documents, namely:

- a *details*;
- b *details*;
- c *details*;
- (etc)*;

all of which contract-related documents are attached to this Contract as *appendices* and deemed to form an inseparable part of it.

In the event of a lack of clarity or where there are discrepancies, ambiguities or contradictions between this Contract and the aforementioned contract-related documents, the provisions of this Contract shall prevail.

Article 2 Applicable Provisions

The General Terms and Conditions governing *construction contracts in the legal jurisdiction of the country concerned* apply to this Contract if and insofar as the specifications do not expressly deviate from them.

Article 3 Permits

- 3.1 In connection with the work to be carried out, the Principal has been granted the following permits, which have since become irrevocable:

- a *details*;
- b *details*;
- c *details*;
- (etc)*.

- 3.2 The Principal has forwarded copies of these permits to the Contractor.
- 3.3 All other permits required for the organization or execution of the work shall be obtained by the Contractor.
- 3.4 The Contractor hereby declares to be familiar with the contents of the permits referred to in paragraphs 3.1 and 3.3 and shall execute the work in accordance with the terms and conditions set forth therein, which are deemed to constitute a part of the specifications.

Article 4 Contract Sum - Payment

- 4.1 The Contract Sum is *currency amount* (in words: *currency amount*) exclusive of *relevant taxes*.
- 4.2 The Contract Sum is fixed for the duration of the work. However, if during the course of the Contract, some additional work is ordered by the Principal, a Revised Contract Sum will be agreed upon between the parties to the Contract.
- 4.3 The Contract Sum, or Revised Contract Sum shall be paid in instalments according to the payment schedule that is attached to this contract as *appendix*.
- 4.4 Payment of the Contract Sum or Revised Contract Sum (in instalments) shall be made to account *number* at *bank* in *location*.

Article 5 Retention

- 5.1 Without having to invoke *relevant legal codes* and without prejudice to its right of taking delivery of the completed work, the Principal shall be entitled to withhold a maximum of 5% of the contract sum from the last instalment or last instalments.
- 5.2 This right shall not exist if the Contractor, no later than upon announcement of completion, places a bank guarantee of 5% of the contract sum, effective as of completion, at the disposal of the Principal for the benefit of the Principal. The bank guarantee must grant the Principal an unconditional right to rely upon it and must be submitted to the Principal for approval.
- 5.3 The right to withhold as referred to in paragraph 5.1 as well as receipt of a bank guarantee as referred to in paragraph 5.2 shall lapse if the Principal has received the certificate of approval for the work as a whole from *an appointed FIH accredited laboratory or other agency*.

Article 6 Construction Time

- 6.1 In accordance with the *plan dated* which is attached as *appendices*, the construction time shall be the *number of* working days during which it is possible to carry out the work.

6.2 A maintenance period of **number of** calendar months shall apply to this work following its completion.

6.3 The Contractor shall commence work on **date** at the latest.

Article 7 Liquidated Damages

7.1 If the Contractor completes the work late, the Principal shall be entitled to impose liquidated damages on the contract sum. For the application of this Article, the date of completion shall be the **date** specified in accordance with the **relevant articles in codes governing construction contracts**.

7.2 The liquidated damages amount shall be **currency amount** (in words: **currency amount**) per calendar day.

7.3 Liquidated damages shall be imposed only as a result of each day by which the designated date of completion is exceeded, without a notice of default being required in this connection.

7.4 Liquidated damages and other amounts that may be owed by the Contractor by virtue of this contract shall be withheld from the next payment instalment due and, if necessary, following payment instalments due, or recovered from the Contractor in another manner.

Article 8 Organization

8.1 The Principal's representative and contact person for the Contractor shall be **name**.

8.2 The Contractor's representative and contact person for the Principal shall be **name**.

Article 9 Transfer of Responsibilities

9.1 Without prejudice to the provisions in the specifications relating to guarantees for parts of the work, the Contractor hereby transfers to the Principal the claims – if and insofar as these claims are open to transfer and including the relevant guarantee certificates following the end of the maintenance period – it can or shall assert by virtue of guarantees issued to it by contractors, subcontractors and any other third parties for parts of the work. The provisions of the previous sentence shall leave intact the Contractor's own liability vis-à-vis the Principal arising from any guarantee.

Article 10 Guarantees and Warranties

10.1 The Contractor warrants that, upon completion, the work shall be in compliance with the statutory provisions and government decrees, as well as with the regulations of public services and other utility companies that are in force on the date of completion.

- 10.2 With due observance of the guarantee provisions stated in the specifications, the Contractor warrants that the work will be sound, also with respect to the reliability and proper functioning of the systems installed in the work by or on behalf of the Contractor.

Article 11 Insurance

- 11.1 Without prejudice to its statutory and contractual liability, the Contractor shall, in relation to the work and for its own account, take out **relevant construction all risks** insurance that includes liability cover. The Contractor shall also take out insurance to cover workmen's compensation claims in the event of accidents on site.
- 11.2 The insurance cover shall remain in effect from the beginning of the work up to and including 12.00 hrs (midday) of the day following the day on which the work is deemed to have been completed in accordance with **relevant articles in codes governing construction contracts**, and, if a maintenance period has been agreed upon, successively for the duration of the maintenance period.
- 11.3 The deductible for each case of damage shall amount to a maximum of **currency amount** (in words: **currency amount**) or such other amount as may be agreed, and shall be for the account of the Contractor.
- 11.4 The insurance shall provide cover in the amount of **currency amount** (in words: **currency amount**) against the risks of loss or damage relating to the work, including the foundation of the work, and to the building materials used for the work and located at the building site or elsewhere. The insurance must also provide cover against damage sustained by the existing property of the Principal as well as damage or, as the case may be, injury sustained by third parties as a result of the execution of the work. Furthermore, the insurance shall cover the costs of demolition, cleaning up, and the repair or replacement of that which has been damaged or lost, as well as the costs of preparation, management and supervision – also those of the management board – incurred in relation to such demolition, cleaning up, and repair or replacement.
- 11.5 Pursuant to the insurance, all Parties involved in the execution of the work and their respective employees shall be deemed to be third parties in relation to each other.
- 11.6 The insurance policy shall specify the Contractor as being the policyholder. The Contractor cedes all rights and claims arising from the insurance policy to the Principal. The Principal shall notify the insurer of this cession.
- 11.7 The Contractor shall stipulate to the insurer that, in case of a failure on its part to pay the premium or cancellation of the insurance for other reasons, the insurer shall notify the Principal in this regard by means of a registered letter and that, after the date of sending of the registered letter referred to, the insurance shall remain in effect for fourteen days, during which time the Principal shall be entitled to take out alternative insurance based on the same terms

and conditions at the expense of the Contractor. The premium and costs paid in connection to this shall be withheld from the contract sum.

- 11.8 The Contractor shall forward documentary evidence that the obligatory insurance has been taken out within fourteen days of the work having commenced. If the Contractor fails to do so, the Principal shall be authorized to take out the insurance referred to above at the expense of the Contractor without notice of default being required.

Article 12 Waiver of right

- 12.1 As regards the work, the Contractor expressly and unconditionally waives any retention right it may have as referred to in **relevant legal codes**.
- 12.2 The Contractor shall also stipulate to each of its subcontractors that they too waive any retention rights they may have with respect to the work and that a provision to this end be included in any given subcontracting agreement concluded.

Article 13 Disputes

- 13.1 All disputes that might arise from the present contract or further contracts concluded as a result of the contract at hand shall be heard in accordance with the **relevant legal codes** effective within three months prior to the conclusion of the contract.

Article 14 Appendices

- 14.1 The following Appendices, which have all been initialled as true copies by the Parties for approval in triplicate, are deemed to form an inseparable part of this agreement as they currently read:
- a **details;**
 - b **details;**
 - c **details;**
 - (etc).**

Agreed and signed in duplicate in **location** on **date**

Principal

Contractor