1. 표지·목차

ITB JE-PLANT-26 / Revision 0

INVITATION TO BID - CONTRACT CONDITIONS EXTRACT. Nuri Energy Development (fictional Employer) invites JJ Energy (fictional Bidder) to review an overseas combined-cycle plant package. This training extract is not a complete tender and is not an executed contract.

문서 범위

17 numbered clauses on pages 2-12. The separate Addendum No.1 contains 2 numbered items on pages 1-2. Appendix G is intentionally not supplied. All parties, terms and values are fictional.

2. 정의와 문서 우선순위

1.1 Definitions

Contract Price means USD 20,000,000. Employer means Nuri Energy Development (fictional). Contractor means the successful bidder. Provisional Acceptance Certificate is abbreviated as PAC. Final Acceptance Certificate is abbreviated as FAC.

1.5 Priority of Documents

An issued Addendum shall prevail over the affected wording in these Contract Conditions. Unaffected clauses remain unchanged. The Bidder shall identify each deviation in its tender clarification schedule.

3. 계약금액·공기·연장

5.1 Contract Price

The Contract Price is a fixed lump sum in USD, excluding any variations instructed in writing under Clause 13.3. Price adjustment is not included in this extract.

8.2 Time for Completion

The Time for Completion is 540 calendar days from the Notice to Proceed. Milestone dates shall be confirmed in the agreed programme.

8.4 Extension of Time

The Contractor may request an extension for delay caused by the Employer or an instructed variation, subject to notice under Clause 20.1. An extension does not by itself entitle the Contractor to additional payment.

4. 지체상금

8.7 Delay Damages

The Contractor shall pay delay damages at 0.5% of the Contract Price for each calendar day of delay, capped at 10% of the Contract Price. Delay damages are independent of performance damages under Clause 9.1. This rate is subject to any issued Addendum.

5. 이행보증

10.2 Performance Security

The Contractor shall provide an on-demand performance guarantee equal to 10% of the Contract Price. The guarantee remains valid until the Employer issues the Final Acceptance Certificate. No fixed calendar expiry date is stated. No reduction at PAC is stated.

6. 배상책임과 예외

17.1 Indemnities

The Contractor shall indemnify the Employer for personal injury and third-party property damage caused by the negligence of the Contractor. No separate monetary limit is stated in this clause.

17.6 Limitation of Liability

The aggregate liability of the Contractor shall not exceed 100% of the Contract Price. This limit shall not apply to delay damages, performance damages, indemnities under Clause 17.1, or the cost of warranty replacement under Clause 11.1.

7. 하자보증

11.1 Warranty

The warranty period is 24 months from PAC. Each repaired or replaced part shall have a new warranty period of 24 months from repair or replacement. No overall long-stop date for repeated repairs or replacements is stated.

8. 성능 미달 배상

9.1 Performance Damages

Performance damages are 1% of the Contract Price for each 1% shortfall against the guaranteed net output, capped at 10% of the Contract Price. The cap is separate from the cap under Clause 8.7. No combined cap for delay and performance damages is stated.

9. 청구 통지

20.1 Notice of Claim

The Contractor shall give notice within 14 calendar days after becoming aware of an event giving rise to a claim. Failure to give notice within that period shall result in loss of entitlement. Supporting particulars shall follow within 28 calendar days of the initial notice.

10. 현장 조건

4.3 Site Data

Site data is provided for information only. The Contractor bears the risk of subsurface conditions. The Bidder shall refer to Appendix G - Geotechnical Report. Appendix G is not included in this training package.

11. 변경과 지급

13.3 Variations

A variation requires a written instruction by the Employer. The effect on price and time shall be recorded in a written agreement before the varied work proceeds.

14.7 Payment

Undisputed certified amounts shall be paid within 45 calendar days of certification. The Employer shall identify any disputed amount and its reason in writing.

12. 인수와 중지

10.1 Acceptance

PAC is issued after completion and passing the agreed performance tests, subject to recorded minor outstanding items. FAC is issued after expiry of applicable warranty periods and closure of outstanding obligations.

16.1 Suspension

The Contractor may request suspension after giving 30 calendar days written notice of an undisputed certified payment remaining unpaid. Any price or time effect requires written agreement.