

□ 하도급 계약 관련 양식의 사례¹⁾

1) 입찰보증

EXAMPLE FORM OF TENDER SECURITY

Brief description of Contract _____
Name and address of Beneficiary _____
(whom the tender documents defines as the Employer).

We have been informed that _____ (hereinafter call the “Principal”) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the “conditions of invitation”, which are set out in a document entitled Instruction to Tenderers) requires his offer to be supported by a tender security.

At the request of the Principal, we (name of Bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of (say: _____) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

(a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or

(b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or

(c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or

(d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 35 days after the expiry of the validity of the Letter of Tender*) _____, when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date _____

Signature(s) _____

1) FIDIC Red Book(1999)과 연동되어 있는 하도급 공사를 위한 계약 조건(Conditions of Subcontract for Construction First Edition 2011)을 사용하는 경우에 한함(설계의 책임이 발주자에 있는 프로젝트에 적용).

2) 하수급인 입찰서신 양식

EXAMPLE FROM OF LETTER OF SUBCONTRACTOR'S OFFER

NAME OF SUBCONTRACT : _____

TO* : _____

Gentlemen,

1. Having examined the Conditions of Subcontract, the Subcontract Specification, the Subcontract Drawings, and the Subcontract Bill of Quantities and Addenda Nos _____ for the execution of the above named Subcontract Works, we, the undersigned, offer to execute and complete the Subcontract Works and remedy any defects in conformity with the Conditions of Subcontract, the Subcontract Specification, the Subcontract Drawings, the Subcontract Bill of Quantities and Addenda for the sum of _____ (in words) _____ or the other sum that may be ascertained in accordance with the said Conditions.

2. We acknowledge that the Appendix hereto forms of our Offer.

3. We undertake, if our Offer is accepted, to commence the Subcontract Works within 14 days, or the other period that may be agreed in writing, after the receipt of your notice to commence, and to complete the whole of the Subcontract Works comprised in the Subcontract within the time stated in the Appendix hereto.

4. We agree to abide by this Offer for the period of* _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal Subcontract Agreement is prepared and executed this Offer, together with your written acceptance thereof, shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest or any offer you may receive.

Signed by : _____
(signature)

(name in full in block capitals)

in the capacity of

duly authorised to sign
offers
for and on behalf of :

Address :

Date :

Note : all details marked* shall be inserted before the issue of the
Subcontractor's Offer.

3) 하수급인 입찰서 부록 양식

EXAMPLE FROM OF APPENDIX TO THE SUBCONTRACTOR'S OFFER

Item	Sub-Clause	Data
Contractor's name and address	1.1.4, 1.4	_____
Subcontractor's name and address	1.1.34, 1.4	_____
Contractor's Subcontract Representative	1.1.17	_____ (name of the person to act as Contractor's Representative)
<i>If there are Subcontract Sections</i>		
Definition of Subcontract Sections	Description (1.1.28)	Time for Completion (Sub-Clause 1.1.31)
Subcontract Time for Completion	1.1.31	_____ Days
Subcontractor's Representative	1.1.39	_____ (name of the person to act as Subcontractor's Representative)
Amount of Performance Security	4.2	_____ % of the Accepted Subcontract Amount, in the currency and proportions in which the Subcontract Price is payable

Maximum amount of
 Subcontract
 delay damages 8.7 _____ % of the Accepted
 Contract Amount

Adjustments for Changes in
 Cost

 for payments each month
 in

Coefficient: Scope of Index	Country of Origin: currency of index	Source of index: Title/definition	Value on stated date(s)	
			Value	Date
a = 0.10 Fixed				
b = Labour				
c =				
d =				
e =				
"Ln", "En", "Mn",....are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on a date 49 days prior to the last day of the period (to which the interim Subcontract Payment or Final Subcontract Payment relates).				
"Ln", "En", "Mn",....are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the latest dates for submission of the Subcontractor's Offer.				

Table of Adjustment Data 13.8 _____ (e n t e r
 currency)

Total Subcontract Advance 14.2 _____ % of Accepted
 Payment _____ Contract
 Amount

Number of Timing of 14.2 _____
 Instalments _____
 of advance payment

Currencies and proportions 14.2 _____
 of _____
 advance payment %

		%
Minimum amount of interim subcontract payment	14.6	% of Accepted Contract Amount
Percentage of Retention	14.7	%
Limit of Retention Money	14.7	% of Accepted Subcontract Amount
The Subcontract DAB shall be	20.4	<i>Either:</i> one sole Member/adjudicator <i>Or:</i> A DAB of three Members

Note: It is advisable that all details, except the names of the Subcontractor and the Subcontractor's Representative, in this Appendix be inserted before the issue of the Subcontract tender documents. In any case, all details in this Appendix must be completed before the Subcontract tender is submitted.

4) 원수급인의 낙찰통지서 양식

EXAMPLE FORM OF CONTRACTOR'S LETTER OF ACCEPTANCE

NAME OF SUBCONTRACT : _____

TO : _____

YOUR REFERENCE : _____

OUR REFERENCE : _____

We acknowledge receipt of your Offer dated _____ for the execution and completion of the Works comprising the above-named Subcontract and remedying defects in conformity with the Conditions of Subcontract, the Subcontract Specification, the Subcontract Drawings, the Subcontract Bill of Quantities and Addenda.

We accept your Offer of _____ [currency and amount in figures and words] (the 'Accepted Subcontract Amount').

In consideration of your properly performing the Subcontract, we agree to pay you the Accepted Subcontract Amount or such other sum to which you may become entitled under the Subcontract, as such times and as prescribed by the Subcontract.

We acknowledge that this Letter of Acceptance creates a binding contract between us, and we undertake to fulfil all our obligations and duties in accordance with this Subcontract.

Signed by : _____
(signature)

(name in full in block capitals)

in the capacity of _____
(title)

duly authorised to sign
offers
for and on behalf of : _____

(in block capitals)

Address : _____

Date : _____

5) 하도급계약서 양식

EXAMPLE FORM OF SUBCONTRACT AGREEMENT

This Subcontract Agreement made the _____ day of _____ 20 _____
between _____ of _____
(the 'Contractor') of the one part,
and _____ of _____
(the 'Subcontractor') of the other part

Whereas the Contractor is desirous that certain Subcontract Works should be executed by the Subcontractor, known as _____ and has accepted a Subcontractor's Offer for the execution and completion of these Subcontract Works and the remedying of any defects.

Now this Subcontract Agreement witnesseth as follows:

1. In this Subcontract Agreements words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Subcontract,
2. The following documents shall be deemed to form and be read and construed as part of this Subcontract Agreement:
 - (a) The Contractor's Letter of Acceptance dated _____ ;
 - (b) The Letter of Subcontractor's Offer dated _____ ;
 - (c) The Particular Conditions of Subcontract and Annexes ;
 - (d) The General Conditions of Subcontract ;
 - (e) The Subcontract Specification;
 - (f) The Subcontract Drawings;
 - (g) The Subcontract Bill of Quantities and other schedules of rates and prices in the Subcontract (if any); and
 - (h) Any other documents forming part of the Subcontractor's Offer.

For the purposes of interpretation, the priority of these documents shall be as set out in Sub-Clause 1.5 [Priority of Subcontract Documents] of the Conditions of Contract of the Subcontract.

3. In consideration of the payments to be made by the Contractor to the Subcontractor as below the Subcontractor hereby covenants with the Contractor to execute and complete the Subcontract Works and remedy any defects in conformity in all respects with the provisions of the Subcontract.
4. The Contractor hereby covenants to pay the Subcontractor in consideration of the execution and completion of the Subcontract Works and the remedying of any defects, the Subcontract Price at the times and in the manner prescribed by the Subcontract.

Signed by _____ Name _____
(signature) (name in full in block capitals)

for and on behalf of the Contractor in the presence of

Witness : _____
Name : _____
Address : _____
Date : _____

Signed by _____ Name _____
(signature) (name in full in block capitals)

for and on behalf of the Subcontractor in the presence of

Witness : _____
Name : _____
Address : _____
Date : _____