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الوثائق النمطية للتوريدات البسيطة / طبعة مايو 2010.
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In case of conflict between the documents
The provisions in the Arabic version shall prevail.

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Republic of Yemen
Council of Ministers
High Tender Board

The Standard Documents for Simple Supply

Name of Entity:
Project Name:
Tender Ref. No.:

May ٢٠١٠

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The Standard Documents for Simple Supply

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Section One: Announcement/ Invitation Form

[Write the name of the Entity] announces tender No. () for ----
----[the year], pertaining supply of [Write the name of the
procurement required], which will be funded from the following sources:

1.
2. [Write the funding sources]

- Interested candidates should submit a written application during office hours to the following address..... (Clearly write the address of the specific Entity from which the Tender Document can be purchased) .

Tender Document can be obtained for a non-refundable fee of

The deadline for the purchase of Tender Document is/...../..... (day / month / year).

- Tenders shall be submitted in a red-waxed sealed envelope to the address indicated above, marked with the name of the Entity, project name, tender number, and the name of the tenderer, together the following documents:

١. A bank guarantee as per the enclosed format in the Tender Document for a lump-sum amount of () YR, or certified cheque, valid for a period of () days from the date of the opening of envelopes.
٢. A copy of valid registration and classification certificates.
٣. A copy of valid sales tax certificate + tax card.
٤. A copy of insurance card + Zakat Card.
٥. A Copy of practicing license.

Foreign companies are excluded from providing certificates, licenses and cards referred to above, and shall be required only to provide legal documents of eligibility issued by country of origin of these companies

- The deadline for receipt of tenders and opening of envelopes is at () hours on () [day] on .../.../... [day/ month/ year]. Tenders received after this deadline shall not be accepted and shall be returned unopened to the sender.

- The opening of envelopes shall be at on (day) corresponding to/...../.....at the office of in the address indicated above, in the presence of tenderers or their duly authorized representatives.

- Interested tenderers can obtain information about Tender Document before payment during office hours for the period of validity allowed for the sale of Tender Document for () days from the date of publication of the first announcement.

Section Two: Instructions to Bidders

A - Introduction		
1. Funding Source	1 - 1	The required procurement in the schedule of requirements shall be funded from the funding source described in the Tender Document.
2. Eligible Tenderers	1 - 2	This announcement/ invitation is open for all suppliers or manufacturers of goods.
	2 - 2	No tenderer may deal, directly or indirectly, with the consultants commissioned by the Entity for consultation services related to the preparation of drawings, technical specifications, and other documents to be used in the procurement of required goods and materials under this tender announcement / invitation.
	3 - 2	The tenderer should not be one who violated ethical principles and codes of conduct or whose name is listed in the blacklist, in accordance with paragraph (36 – 1) of these instructions.
3. Goods and Ancillary Services	3 - 1	All relevant goods and ancillary services to be supplied under the contract shall be originating from eligible countries.
	3 - 2	For the purposes of this Article. The word " origin " means hereby the place where goods are extracted, mined, cultivated, or produced; or the place where relevant ancillary services are provided. The goods shall be deemed manufactured when manufacturing processes, treatment, and major essential assemblies lead to the production of a commercially recognized product which enjoys basic characteristics that are substantially different in terms of use or purpose from its components.
	3 - 3	Origin of goods and services is not necessarily the same as the nationality of the tenderer.
4 - Tender Preparation Costs	4 - 1	The tenderer shall bear all costs for the preparation and submission of tender. The Entity specified in the Tender Document shall not, in any way, be responsible for these costs, regardless of the outcome of the tender.
B - Tender Document		
5 - Contents of Tender Document	5 - 1	The Tender Document specifies the required goods, materials, ancillary services, tendering procedures and contract terms. In addition to the tender announcement or invitation, the documents include the following:
		A. Instructions to Tenderers
		B. Tender Document
		C. General Conditions of Contract
		D. Special Conditions of Contract

		E. Schedule of Requirements (supplies): ١. List of supplies and delivery dates and place(s). ٢. List of ancillary services. ٣. Technical specifications. ٤. Price schedule. ٥. Drawings (depending on the applicability of the case).
		F. Tender Submission Form
		G. Tender Security Form
		H. Performance Security Form
		I. Letter of Acceptance Form
		J. Advance Payment Guarantee Form
		K. Contract Agreement Form
		L. Manufacturer's Authorization Form
		M. Quality Assurance Form
	5 - 2	The tenderer is to examine carefully all instructions, conditions, and specifications, as well as the schedule of requirements and forms contained in the Tender Document. Any failure to provide all the required documents and information, or to submit a tender non-responsive in essence to the Tender Document in all respects shall be the liability of the tenderer and may cause exclusion of tender.
	5 - 3	The absence of any comments on the technical specifications, drawings, and other documents in the Tender Document shall be deemed acknowledgement by the tenderer of validity and integrity. The tenderer shall not be entitled to claim any adjustments to the goods, materials or ancillary services or claim any price differences.
	5 - 4	when the nature of the tender is related to supply, installation and operation, the tenderer must inspect the implementation site in person and be sure of its nature and all the data, information and services directly associated with the implementation of the project, such as tests, nature of the climate, etc. The tenderer shall bear alone the inspection costs of the implementation site.
6 – Clarification of Tender Document	6 - 1	Each tenderer is entitled to request for any clarifications or queries regarding the Tender Document, provided that the tenderer notify the Entity in writing at its address indicated in the Tender Document. The Entity shall respond in writing to any request for clarification of the Tender Document, which received during the period legally permitted prior to the last date for the submission of tenders. Copies of the clarifications shall be sent to all the prospective tenderers who have applied for the Tender Document, without identifying the source of inquiry
7 – Amendment of Tender Document	7 - 1	At any time prior to the last date for the submission of tenders, the Entity may, for any reason, whether at its discretion or in response to a clarification requested by a prospective tenderer, modify the Tender Document by

		an amendment.
	7 - 2	The amendment shall be notified in writing to all prospective Tenderers who have applied for and purchased the Tender Document and will be binding on them as an integral part of the Tender Document.
	7 - 3	The Entity shall be entitled to extend the tender period as it deems appropriate, to provide a reasonable time limit for tenderers to take the amendment into account in preparing their tenders.
C - Preparation of Tenders		
8 – Language of Tenders	8 - 1	The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Entity, shall be written in Arabic language, unless otherwise specified in the Tender Document. The tenderer may submit documents and printed materials in another language.
9 - Documents Comprising the Tender	9 - 1	The tender prepared by the tenderers shall comprise the following components: A. A tender form and a price schedule completed in accordance with Articles (10) and (12) of these instructions;
		B. Documentary evidence established in accordance with Article (13) of these instructions that the tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
		C. Documentary evidence established in accordance with Article (14) of these instructions that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the technical specifications contained in the Tender Document.
		D. Tender security furnished in accordance with Article (15) of these instructions, as per the form indicated in the Tender Document.
		E. Certificates, licenses, and cards required for submission with the Tender Document are the following: E/ 1: Copy of valid sales tax certificate and tax card. E/ 2: Copy of valid insurance card and Zakat Card. E/ 3: Copy of valid registration and classification certificates E/ 4: Copy of practicing license. E/ 5: Any other documents required by the Entity in the Tender Document. Foreign companies are excluded from providing certificates, licenses and cards referred to in paragraphs (E/ 1, E/ 2, E/ 3, and E/ 4) and shall be required only to provide legal documents establishing eligibility of the foreign tenderer issued by country of

		origin of these companies. In the event the tender is accepted, the tenderer shall be subject to compliance with relevant applicable laws and regulations.
10 – Tender Form and Price Schedules	10 - 1	The tenderer shall complete the Tender Form and the Price Schedule, as well as other requirements, furnished in the Tender Document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
	10 - 2	Tenderers may not submit a tender for a variant solution in addition to their tender. Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved and the forfeiture of securities or termination of contract and the forfeiture of the performance security if that is proved after signing the contract. The exception to this would be that the tenderer is subcontracting with another tender.
	10 - 3	If the Tender in the Tender Document allows for alternative tenders, in whole or in part, the Analysis and Evaluation Committee must bring these alternatives to assessment, to choose the best alternative in terms of specifications and price. However, if no submission of alternative tenders is allowed, the tender with alternatives shall be excluded during the analysis and evaluation.
11 – Tender Prices	11 - 1	The tenderer shall indicate on the price schedule the unit prices and total tender price of the units up to the total tender of goods and materials to be supplied/ supplied, installed, operated or trained, according to the applicability of the case under these instructions, provided that the contract is inclusive of all customs duties, taxes, costs of insurance, transportation and any other expenses until the arrival of the goods to the stores or any other site specified in the schedule of requirements.
	11 - 2	11-2 The following should be taken into consideration when writing the tender to be submitted by the tenderer: A. Unit prices, total unit prices, and any other data required from the tenderer shall be written in indelible ink that shows the unit price, the number of units in number, weight, size or any other detailed data, and the total price, provided that the price is written in figures and letters. B. The price schedule shall be signed by the tenderer on completion. No erasures or interlineations in the price schedule shall be permitted. However, any overwriting or other action shall be valid only if they are re-written with indelible ink in figures and words along with the signature of the tenderer next to them.
	11 - 3	The prices for the contract specified by the tenderer shall remain fixed during the execution of the contract and not subject to modification by amendments. The Analysis and Evaluation Committee shall consider any

		tender that contains prices subject to change as the same of non-responsive tenders excluded under Article (24).
12 - Tender Currencies and Payment	12 - 1	Prices shall be quoted in the following currencies: A. For goods, materials and ancillary services supplied by the tenderer, the prices shall be in Yemeni Riyals, unless otherwise specified in the Tender Document. B. Payment shall be in Yemeni Riyals, unless otherwise specified in the Tender Document.
13 – Documentation of the Tenderer's Eligibility and Qualifications	13 - 1	Pursuant to Article (9) of these instructions, the tenderer shall furnish, as part of his tender, documents establishing his eligibility to tender and his qualifications to perform the contract if his tender is accepted.
	13 - 2	The tenderer shall furnish documents establishing his eligibility, to the satisfaction of the Entity, that he belongs to the eligible country as defined in Article (2) of these instructions.
	13 – 3	The documentary evidence of the tenderers qualifications to perform the contract, if his tender is accepted, shall be established to the satisfaction of the Entity; (A) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer, or as an authorized agent, to supply the goods within Yemen; (B) that the tenderer has the financial, technical, and production capability necessary to perform the contract; (c) that, in the case of a tenderer not doing business within Yemen, the tenderer is or will be (if awarded the contract) represented by an Agent in Yemen equipped, and able to carry out the Tenderer's maintenance, repair (after sale services), and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. (D) that the tenderer satisfies eligibility criteria prescribed in the Tender Document.
14 - Goods Eligibility and Conformity to Tender Document	14 – 1	Pursuant to Article (9) of these instructions, the tenderer shall furnish, as part of his tender, documents establishing the eligibility of all goods which the tenderer proposes to supply under the contract and conformity to technical specifications and conditions in the Tender Document.
	14 – 2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the price schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14 – 3	The Contractor shall furnish a quality warranty that the supplies are in a good condition, new, and unused.

15 - Tender Security	15 – 1	Pursuant to Article (9) of these instructions, the tenderer shall furnish, as part of his tender, a tender security for the amount specified in the Tender Document
	15 - 2	<p>The tender security shall be denominated in the tender currency or in another freely convertible currency, and shall be in one of the following forms:</p> <p>A. A certified cheque from the drawee bank payable to the Entity as a tender security, provided that the bank is accredited by the Central Bank. Bank Cheques drawn on banks abroad are also accepted, provided that these banks are accredited by one of the local banks accredited by the Central Bank. The cheque is valid for thirty (30) days beyond the validity of the tender.</p> <p>B. A bank guarantee by one of the banks authorized by the Central Bank of Yemen to issue such guarantee. The guarantee shall be unconditional and in accordance with the guarantee form specified in the tender document. The guarantee must be in the name of the Entity and valid for thirty (30) days beyond the validity of the tender. If the bank guarantee is by a bank abroad, it shall be accepted, provided that the same is confirmed by one of the local banks accredited by the Central Bank of Yemen.</p>
	15 – 3	Any tender not secured in accordance with paragraphs 15 – 1 and 15 – 2 of these instructions will be rejected by the Entity as non responsive, pursuant to Article (24) of these instructions.
	15 – 4	Unsuccessful tender securities shall be returned after the submission of tender security and signing the contract by the successful tenderer who was awarded the contract.
	15 – 5	<p>The Entity may forfeit the tender security in any of the following cases:</p> <p>A) If any of the tenderers requests withdrawing his tender after the opening of the envelopes during the tender's validity period.</p> <p>B) If the successful tenderer does not accept the mathematical corrections.</p> <p>C) If the successful tenderer does not submit the performance security within the period specified in the letter of acceptance of his tender.</p> <p>D) If it is proved to the Entity that the tenderer has violated the codes of conduct and principles of ethical behavior specified in the law and these instructions during the study period, submission of tenders and the procedures of analysis, assessment and contract award.</p>

16 - Validity of Tenders	16 – 1	Tenders shall remain valid for the period specified in the Tender Document after the date of opening the envelopes prescribed by the Entity, pursuant to Article (19) of these instructions. A tender valid for a shorter period shall be rejected by the Entity as non responsive.
	16 – 2	The Entity may solicit in writing the tenderer's consent to an extension of the period of validity. The acceptance of the tenderer shall be made in writing without any modification by amendments to his tender. However, the tenderer may refuse the request without the forfeiture of his tender security. The tender security provided under Article (15) shall also be suitably extended.
17 - Format and Signing of Tender	17 - 1	The tenderer shall prepare the original copy and other copies of the tender, clearly marking each "ORIGINAL" and "COPY" as appropriate. In the event of any discrepancy between them, the original copy shall govern.
	17 – 2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person duly authorized. All pages of the tender, except for un amended printed literature (catalogs), shall include the official seal and the signature of the person signing the tender.
	17 – 3	The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person signing the tender before the opening of the envelopes.
	17 – 4	The successful tenderer shall provide the information set forth in the tender form on the amounts paid, or to be paid, to agents relevant to this tender and the execution of the contract.
	17 – 5	The official seal and signature of the tenderer shall be on all Tender Document [technical specifications, drawings (if any), general conditions, special conditions, and contract agreement form] in acknowledgement of compliance with their provisions. In the event the tenderer fails to do that, the tender shall be declared non responsive.
	17 – 6	No claims by the tenderer regarding the presence of error in the tender shall be considered if submitted after the end of the last date for submission of tenders.
D – Submission of Tenders		
18 – Placing Tenders in Sealed Envelopes and Marking them	18 – 1	The Tenderer shall place the original and each copy of the tender in separate red-wax sealed envelopes, duly marking the envelopes with the Name of the Entity name, tender number, and delivery address according to the address of the Entity indicated in the Tender

		Document. The envelopes shall be signed and marked as "ORIGINAL" and "COPY." To differentiate between them. The envelopes shall then be placed in an outer envelope sealed with red wax, in accordance with instructions prescribed in the Tender Document.
	18 – 2	The inner and outer envelopes shall: A. be addressed to the name of the Entity given in the Tender Document. B. bear tender name given in the Tender Document and the delivery address given in the tender announcement/ invitation/ document. The words, "DO NOT OPEN BEFORE ..." shall be written and the date and time shall be added as specified in the Tender Document, in accordance with paragraph (22 – 1) of these instructions.
	18 – 3	The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
	18 – 4	If the outer envelope is not sealed and marked as required by paragraph (18 – 2) of these instructions, the Entity will assume no responsibility for the tender's misplacement or premature opening of Tender.
	18 - 5	The following shall apply for the submittal of tenders by non-local tenderers: A. The tenderer, official agent thereof, or anyone authorized by the relevant company shall state in the relevant tender the correspondence address thereof. Notifications and letters sent by the relevant Entity to such address shall be deemed duly delivered to the tenderer. B. Should said agent or authorized person submit the tender, a power of attorney or authorization authenticated by the competent authority shall be attached to said tender. c. Should the tenderer be a joint venture, the Tender Document shall include the relevant preliminary partnership agreement stating names of partners, capital share and their commitment to the venture and the name of the manager who is authorized by said partners to sign on behalf thereof.
19 - Deadline for Submission of Tenders	19 – 1	Tenders must be received by the Entity at the address specified under paragraph 18 – 2 (A) no later than the date and time specified in the Tender Document and announcement.
	19 – 2	The Entity may, at its discretion, extend this deadline for the submission of tenders by amending the Tender Document in accordance with Article (7), in which case all rights and obligations of the Entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
20 – Late Tenders	20 – 1	tenders will be rejected and returned unopened in the case of receipt by the Entity after the last date for submission of tenders under paragraph (19 - 1) of

		these instructions.
21 - Modification and Withdrawal of Tenders	21 – 1	The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Entity prior to the deadline prescribed for submission of tenders.
	21 – 2	The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Article (18) of these instructions. The envelopes shall be marked as "WITHDRAWAL", "MODIFICATION", or "REPLACEMENT". A withdrawal notice may also be sent by fax or mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
	21 – 3	No tender may be modified after the deadline for the opening of envelopes.
	21 – 4	No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of his tender security, pursuant to paragraph (15 – 7) herein.
E – Opening and Evaluation of Tender Envelopes		
22- Opening Tender Envelops by the Entity	22 - 1	The Entity shall open all tenders in a public session in the presence of tenderers who choose to attend, or their duly authorized representatives, at time and place specified in the Tender Document. The tenderers or their duly authorized representatives who are present shall sign a register evidencing their attendance. However, if the time and date for the opening of envelopes marked a weekly holiday or an official holiday, the opening of the envelopes shall be the next working day.
	22 – 2	The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security, its validity, and the issuing bank, as well as such other details as the Entity may consider appropriate, will be announced at the opening. No tender received prior to the last date for the opening of envelopes shall be rejected. However, tenders received after the date thereof shall be rejected and returned unopened, pursuant to Article (20) of these instructions.
	22- 3	Tenders withdrawn in accordance with paragraph (21 - 2) of these instructions shall not be opened and declared at the opening of tender envelopes and shall not be evaluated. The amendments to the original tenders before the deadline for opening the envelopes must be subject to analysis by the Analysis and

		Evaluation Committee.
	22 – 4	The Entity shall prepare minutes of the opening of tender envelopes to be signed by the chairman and members of the Committee, in accordance with the specified form.
	22 – 5	All data and amounts read and recorded in the minutes of the opening of tender envelopes shall be dealt with on an as is basis and shall not be deemed an indicator of the competitive position of tenderers.
	22 – 6	There shall be no reduction submitted in the tender envelope, unless it has been read in public and recorded in the minutes of the opening of envelopes in the same opening session.
23 – Clarification of Tenders	23 – 1	The Entity may, at its discretion, ask the tenderer for a clarification of his tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
		If the tenderer does not respond to inquiries made by the Entity within a period not exceeding one week of the date of delivery of notification, this will be a cause for exclusion of the tender and the forfeiture of the tender security in accordance with paragraph (15 – 5) of these instructions
24 – Technical and Financial Analysis and Evaluation		A. Preliminary Examination:
	24 – 1	The Entity shall examine the tenders to determine whether they are complete and whether required documents have been furnished. The preliminary examination shall be as follows:
		A. that the tenders have been properly submitted, signed, and sealed in accordance with the manner specified in the Tender Document. B. that the requisite tender guarantees have been furnished and conforms with legal conditions in terms of amount and specified period, and with the guarantee format in the attached form. The guarantee must be unconditional and irrevocable. C. that the following certificates, cards, and licenses are attached: <ul style="list-style-type: none"> • A copy of valid sales tax certificate • A copy of valid tax card. • A copy of valid insurance card. • A copy of valid registration and classification certificates
		B. Technical Analysis:
	24 – 2	The procedures of technical analysis shall be completed and followed directly by the financial

		analysis in the same stage. The lowest-cost tender shall be awarded the contract, provided that the conditions and technical specifications specified in the Tender Document are met, and in accordance with the principles and standards specified in the Tender Document.
	24 – 3	Tenders that have passed the preliminary evaluation, pursuant to Article (24) of these instructions, and considered substantially responsive to Tender Document shall be subject to detailed examination. The measures to be followed are as follows:
		<p>A. Verification of compliance with technical specifications without unacceptable deviations which means, hereby, those deviations in technical specifications that, if accepted, would not meet the purpose for which the tenders were announced, or will prevent a fair competition with tenders that were committed to the technical specifications. Examples include the following:</p> <ol style="list-style-type: none"> 1. Failure to provide certificates, documents and catalogs that assure and guarantee identical technical specifications as specified in the Tender Document; 2. Delivery of samples not in conformity with the required technical specifications; 3. Lack of a clear commitment to the performance and operation securities; 4. Non compliance with the required important dates or the timetable for the implementation of the work in terms of progress order to begin the execution of the contract or the delivery of the supplies / supply, installation and operation; 5. Refusal to take important responsibilities and commitments specified in the Tender Document, such as: the provision of performance securities, and guarantees for maintenance and spare parts/ Training (if requested); 6. Non compliance of technical outputs with the information and data required in the Tender Document or contained in the submitted tender accepted during the process of technical analysis and evaluation.
	24 – 4	If a tender is not substantially responsive to technical specifications and conditions specified in Tender Document, it will be rejected and excluded.
		C. Financial Analysis
	24 – 5	A tender shall be rejected if based on percentage or lump sum discount from the lowest price provided in other tenders, or if a tender provides for the amendment to the price at the time the tenders are at fixed prices.
	24 – 6	Any amendments to the original tenders received before the opening of the envelopes shall be taken into consideration during the process of examination and evaluation of tenders in the financial evaluation stage;

	24 – 7	<p>The arithmetic corrections to tenders shall be made pursuant to the following:</p> <p>A. If the amount in words does not match the amount in figures, the amount in words shall govern.</p> <p>b. If unit price does not correspond to total units' price, the unit price provided in the tender shall govern.</p> <p>C. Any tender the total arithmetic correction of which exceeds (3%) of the tender value announced and recorded in the minutes of the tenders opening session shall be rejected. Arithmetic correction shall be carried out in the following cases:</p> <ol style="list-style-type: none"> 1. Error in multiplying unit price by quantity. 2. Error in aggregating price items; whether demonstrated in increase or decrease. 3. Error in carrying totals forward from one page to another. <p>In all cases, failure to price any item shall not be considered an arithmetic error that should be taken into consideration when applying the percentage mentioned above.</p> <p>D. Should the total of un-priced items, after pricing them on the highest submitted items reach (10%) or more of the relevant tender value, this tender shall be rejected during analysis and evaluation.</p> <p>E. Should a tender contain un priced items, said items shall; for the purpose of evaluation; be assigned the highest price provided thereof in other tenders conforming to the requirements for the purposes of evaluation. Should the Tender be awarded to said tender, the same shall be paid based on the lowest price provided in the conforming tenders.</p>
	24 - 8	<p>Any conditions or reservations of monetary value shall be financially evaluated for the purposes of comparison and evaluation only.</p>
	24 – 9	<p>Should a sole tender, or one that became so upon rejection of other tenders, contain un priced items, estimated cost prices for said items shall be used for the purpose of awarding the Tender; provided that the value of said items does not exceed (10%) of the total Tender value announced and recorded in the minutes of the tenders opening session</p>
	24 -10	<p>Should tenders, upon analysis and evaluation thereof, prove to contain reservations, the following measures shall be implemented:</p> <p>A. Tenders containing reservations on primary specifications, conditions and requirements specified in the Tender Document, or primary restrictions and conditions not provided for in the tender document, shall be rejected.</p> <p>B. Conducting a financial review for secondary reservations, other than those provided for in the previous paragraph of this Article, and adding the same to the total value of the relevant tender as follows:</p> <ol style="list-style-type: none"> 1. Secondary reservations with financial values specified in the Tender Document shall be evaluated accordingly. 2. Should a secondary reservation not have a clear financial value specified in the Tender Document, the

		<p>cost thereof shall be estimated according to a clear and fair reference to be recorded in the evaluation report along with supporting documents.</p> <p>3. Should secondary reservations be less than (10%) of tender value, said reservations shall be added to the total tender value and tenders shall be re-arranged accordingly.</p> <p>ξ. Should secondary reservations exceed (10%) of tender value, the analysis and evaluation committee shall reject the relevant tender.</p> <p>C. Tenderers may not object to rearrangement or rejection, and the decision of the relevant Entity based on analysis of reservations shall be deemed final.</p>
	24 - 11	The Entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
	24 - 12	If a tender is not substantially responsive, it will be rejected by the Entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.
25 - Conversion to Single Currency	25 – 1	<p>Where other convertible currencies are used, the Entity shall convert these currencies to Yemeni Riyals subject to the following:</p> <p>A. The date and source of determining the price shall be the selling price stated in Central Bank's exchange bulletin which shall be obtained from the Central Bank or a branch thereof.</p> <p>B. The exchange rate shall be determined (28) days prior to the date set in the Tender Document for opening envelopes for evaluation.</p>
26 - Evaluation and Comparison of Tenders	26 – 1	The Entity shall evaluate and compare the tenders which have been determined to be substantially responsive.
	26 – 2	<p>The Entity shall take into account when assessing the tender, in addition to tender price specified in paragraph (11 – 3) of these instructions, one or more of the following factors as shown in paragraph (26 - 3) of these instructions:</p> <p>A. Transport and insurance costs, as well as other costs in Yemen arising from the delivery of goods to their final destination;</p> <p>B. Delivery timetable submitted in the tender;</p> <p>C. Costs of components, compulsory spare parts and ancillary services;</p> <p>D. Availability of spare parts and ancillary services in Yemen for the supplies provided in the tender;</p> <p>E. Operating and maintenance costs required during the operational life of the supplies;</p> <p>F. Performance and productivity of offered supplies;</p> <p>G. Any other criteria for evaluation prescribed in the Tender Document.</p>

	26 – 3	If the tender is awarded on a group basis and submission of discounts from the part of the tenderer is required, provided that he is awarded more than one contract or group, the contract shall be subject in the final stage to financial evaluation.
	26 – 4	Tenders complying with the conditions and technical specifications set out in the Tender Document shall be arranged in accordance with the lowest prices evaluated.
27 – Local Preference	27 – 1	Should the Tender Document allow granting a margin of preference for domestic agricultural and industrial products, the Entity shall observe so, provided that said preference is granted in accordance with the ratio and conditions specified in the Investment Law
28 – Contacting the Entity	28 – 1	Subject to Article (23) of these instructions, no tenderer shall contact the Entity on any matter related to his tender, from the time of the opening of the tender envelopes to the time the contract is awarded.
	28 – 2	Any effort by a tenderer to influence the Entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.
F – Award of contract		
29 – Post-qualification	29 – 1	In the absence of pre-qualification, the Entity shall determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily in accordance with the criteria of paragraph (13 – 3) of these instructions.
	29 – 2	The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph (13 – 3) of these instructions, as well as such other information as the Entity deems necessary and appropriate.
	29 – 3	An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
	29 – 4	The Entity may seek clarification or request any additional technical documents to prove eligibility of tenderers during the pre-qualification or post-qualification of the successful tender.
30 – Award Criteria	30 - 1	Subject to the provisions of Article (32) of these instructions, the Entity shall award the contract to the successful tenderer whose tender has been determined

		to be substantially responsive to all technical specifications and has been determined to be the lowest evaluated tender.
31 – The Entity's Right to Vary Quantities at the Time of Contract Award	31 – 1	The Entity reserves the right at the time of contract awarding to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or the terms of the contract, provided that the change limit is 10% the contract price at the time of contract award and that the goods and services have the same original quality and technical specifications.
32 – The Entity's Right to Accept or Reject Any or All Tenders	32 – 1	The Entity reserves the right to annul the tendering process at any time prior to contract award, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Entity's action
33 - Notification of Award	33 – 1	Prior to the expiration of the period of tender validity, the Entity shall notify the successful tenderer in writing, either in registered mail or fax, that his tender has been accepted. A copy of the notification shall be sent to the rest of tenderers to inform them of the name of the successful tender and the award amount.
	33 – 2	Tenderers shall be allowed ten days for appeal to the authorities specified in the Law starting on the date of official notification thereof of the name of the successful tender.
	33 – 3	Upon the successful Tenderer's furnishing of the performance security pursuant to Article (35) of these instructions, the Entity shall promptly notify the other unsuccessful Tenderers and discharge their tender security, pursuant to Article (15) of these instructions.
	33 – 4	If one of the tenderers desires to be informed of the reasons for non-acceptance of his tender, he may send his request directly to the Entity which will respond in writing.
34 – Signing of Contract Agreement	34 – 1	At the same time as the Entity notifies the successful tenderer that his tender has been accepted, the Entity will send the tenderer the Contract Agreement Form provided in the Tender Document, incorporating all agreements between the parties.
	34 – 2	The successful tenderer shall have the contract signed within (15) days from the date of receipt of the Contract Agreement Form. The said tenderer shall indicate the signature date on the contract and return it to the Entity.
35 – Performance Security	35 – 1	Within Thirty (15) days of the receipt of notification of award from the Entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Document.
	35 – 2	Failure of the successful tenderer to comply with the requirements of furnishing the performance security and attending the signing of contract session shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which

		event the Entity may make the award to the next lowest evaluated tender or call for new tenders in accordance with law provisions and regulations.
36 - Ethics and Code of Conduct	36 - 1	All tenderers are required to observe the highest standards of ethics during the procurement process and execution of contracts. Such tenderers shall be prohibited from unethical practices such as follows: A. "corrupt practice" which means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and B. "fraudulent practice" which means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Entity of the benefits of free and open competition;
	36 – 2	The Entity shall reject a proposal for award if it is proven that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
	36 – 3	A tenderer who is found to have indulged in corrupt or fraudulent practices shall be announced as disqualified to participate in any tender definitively or for a limited period and take action according to these instructions and the tender conditions. The name of the tenderer shall be submitted to the competent authority for inclusion on the blacklist whenever required.
	36 – 4	tenderers should observe the ethics and code of conduct set out in law and regulations during the study and submission of tenders and award decision by the Entity.

Section Three: Data Sheet	
Introduction	
From Instructions to Tenderers	Tender Name and Number

	Description of the work to be performed.....

	The tender is composed of (lot No./ one contract)
From Instructions to Tenderers (Article 1)	Source of funds

From Instructions to Tenderers (Paragraph 4 - 1)	Name of the Entity

From Instructions to Tenderers (Paragraph 6 - 1)	Address of the Entity for clarification requests.....

	The period allowed for clarification requests:.....

From Instructions to Tenderers (Paragraph 8 - 1)	Language of tender and correspondence

From Instructions to Tenderers (Paragraph 9 – 1 / E / 5)	Any other documents required to be submitted with the Tender Document.

From Instructions to Tenderers (Paragraph 10 - 3)	Alternative tenders: [the applicability of the case is recorded with the maximum limit of the alternatives permitted, or to record it does not apply]

From Instructions to Tenderers (Paragraph 12 - 1)	Tender currency allowed for submission.....
	Tender currency under which payment will be made

From Instructions to Tenderers (Paragraph 13 - 3 (D))	Other criteria for the tenderer's eligibility.....

From Instructions to Tenderers Paragraph (14 – 3 (B))	Spare parts required for [] years of operation
From Instructions to Tenderers (Paragraph 15 - 1)	The tender security amount is determined as a lump sum of valid for (30) days after the tender validity.
From Instructions to Tenderers (Paragraph 16 - 1)	Tender validity shall be days of tender receipt and opening of envelopes.
From Instructions to Tenderers Paragraph (17 – 1)	The number of required copies is in addition to the original version.
From Instructions to Tenderers (Paragraph 18 - 2)	The address to which the tenders shall be submitted written clearly:

From Instructions to Tenderers	Last day for submission of tenders:

(Paragraph 19 - 1 )	..... hours day .../...../..... (Date)
From Instructions to Tenderers Paragraph (22 - 1)	Date and Place of the opening of envelopes: hours day .../...../..... (Date) Place:
From Instructions to Tenderers (Paragraph 26 - 2 - g)	[Other evaluation criteria] Technical Financial
From Instructions to Tenderers from (A, B) (Paragraph 26 - 3)	Final location for submission of material: [Determination of the case that applies to the tender of the cases set out in paragraph [26 - 3]
From Instructions to Tenderers Paragraph (26 - 3 - B)	Percentage of delay in delivery per week:
From Instructions to Tenderers (Article 27)	Margin of local preference
From Instructions to Tenderers (Article 29)	post-qualification criteria and principles:
From Instructions to Tenderers Paragraph (33 - 1)	The supplier writes the address to which the Entity shall send communications to him [data below is to be filled-out by the tenderer at his own responsibility for the correctness and accuracy of data]
(Trade Name of the applicant) or the name of the applicant	.....
Address of the applicant	.....
Location of the Company	.....
- Telephone	.....
- Fax	.....
- E-mail	.....
- P.O. Box	.....
- Mobile	.....
Name of the authorized signatory on all notifications and the contract	.....
Title of the authorized signatory	.....
Any other data the Entity requires from the supplier.	.....

Section Four: General Conditions of Contract	
Definitions	The following words and expressions shall have the meanings assigned thereto hereunder, unless the context requires or denotes otherwise:
Contract	The agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form, including all attachments and annexes thereto.
Contract Price	The total price contract value after review and correction in accordance with the provisions of the law and its executive regulations outlined in the notification of acceptance of the tender and the contract agreement.
General Conditions of Contract	Conditions contained in this section that must be met by the Entity and supplier.
Special Conditions of Contract	Set of rules that are compatible with the nature and quality of the procurement process, subject to the provisions of the law and the executive regulations.
Entity	The party referred to in the contract as the First Party, which contracted with the supplier to carry out work covered by the contract, and named in the special conditions of contract, and the contract agreement form.
Contractor	Natural or legal person whose work is accepted by the Entity to be carried out and who is referred to in the contract as the Second Party, or any of the personal representatives or heirs of the supplier named in the special conditions of contract and contract agreement form.
Entity's Country	Republic of Yemen
Goods	All of the supplies of the devices, machinery, equipment, materials, etc, which must be delivered to the Entity under the contract by the supplier.
Services	All the services associated with execution of the contract, such as transport and insurance services, as well as any other ancillary services such as installation, starting operation, provision of technical assistance, training, and any undertakings by the supplier to perform under the contract.
Project Site	The Final place or places for delivery/ supply, installation, operation and training specified in the special conditions of contract
Subcontractor	Natural or legal person contracting with the primary contractor to carry out part of the contract after the approval of the Entity, provided that he meets the requirements needed.
Time of Completion	The date in which the supplier would complete the

		work specified in the special conditions of contract.
" Day"		The period from midnight to the following midnight (24) hours.
1 - 2 Interpretation		In the interpretation of conditions of the contract the singular shall be deemed to include the plural and vice versa and words importing the masculine shall be deemed to include the feminine and vice versa.
		The headings and reference among Articles shall not have any significance, and the words shall have their ordinary meaning as part thereof unless the context denotes otherwise.
2 - Application	2 - 1	These General Conditions shall apply unless other provisions of the contract state otherwise.
3 – Country of Origin	3 - 1	The origin of all goods and ancillary services under the contract shall be from eligible countries.
	3 - 2	For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced, or the place where relevant ancillary services are provided. The goods shall be deemed manufactured when the manufacturing process leads to the production of a commercially recognized product.
	3 – 3	The origin of Goods and Services may be distinct from the nationality of the tenderer.
4 - Standards	4 – 1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. In the case no applicable standard is mentioned, the supplies shall conform to the standards approved by the Entity.
5 – Use of Contract Documents and Information	5 – 1	The tenderer shall not, without the Entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract. In that event, the information shall be given in secret and in the limits necessary for the implementation period of the contract.
	5 – 2	The tenderer shall not, without the Entity's prior written consent, make use of any document or information enumerated in paragraph (5 – 1) above except for the purpose of execution of the contract.
	5 – 3	Any document, other than the Contract itself, enumerated in paragraph (5 – 1) shall remain the property of the Entity and shall be returned (all copies) to the Entity on completion of the Tenderer's performance under the Contract.

6 – Patent Rights	6 – 1	The tenderer shall indemnify the Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Republic of Yemen.
7 – Performance Security	7 – 1	Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Entity the unconditional and irrevocable performance security of no less than 15% of the contract price in accordance with format and form specified in the Tender Document. The performance security shall be valid from the date of signing the contract until the end of examining procedures and initial free-of-reservations take-over.
	7 – 2	The proceeds of the performance security shall be payable to the Entity as compensation for any loss resulting from the Tenderer's failure to complete his obligations under the Contract.
	7 – 3	The performance guarantee shall be submitted in one of the following methods: A. A certified cheque from one of the banks accredited by the Central Bank of Yemen. B. An unconditional letter of guarantee from one of the banks authorized by the Central Bank of Yemen to issue such letters of guarantee.
	7 - 4	The performance security will be discharged by the Entity and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, and the examining procedures and initial free-of-reservations take-over.
8 – Test and Inspection	8 - 1	The Entity or its representative shall have the right to inspect and/ or to test the goods to confirm their conformity to the Contract specifications and quantities. The Special Conditions of Contract shall specify types and places of inspections and tests. The Entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
	8 - 2	Inspections and tests may be conducted in the country of origin, the main office of the supplier or sub-suppliers thereof, the designated delivery site, the final destination of goods or in both locations, and the supplier shall provide all facilitations and assistance required for the relevant test; including enabling the Entity to access drawings and production data.
	8 - 3	Should any inspected or tested goods fail to conform to the specifications, the Entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the

		Entity.
	8 - 4	The Entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Entity or its representative prior to the shipment from the country of origin.
	8 - 5	Nothing in Article (8) shall in any way release the tenderer from any guarantee or other obligations under this Contract.
9 - Packing	9 - 1	The supplier shall provide packaging as required to prevent damage or deterioration during shipment to final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, to rough handling, exposure to extreme temperatures and rain and/ or any other case that might affect goods prior to arrival to final destination and carrying out the take-over test.
	9 - 2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including any requirements provided in the special conditions of contract.
10 – Delivery and Documents	10 - 1	Delivery of the goods and implementation of required ancillary services shall be made by the tenderer in accordance with the Schedule of Requirements and the specified period of time, provided that delivery shall be made to the Entity's warehouses or the project site specified by the Entity in the special conditions of contract.
	10 - 2	For the purposes of the contract, the terms ("EXW", "FOB", "CIF", "CIP", and other trade terms used to describe the obligations of the parties) shall have the meaning assigned to them in the current version of "Incoterms*" which is published by the International Chamber of Commerce in Paris. Incoterms* provide a set of international rules for the interpretation of trade terms most commonly used.
	10 – 3	The supplier is to deliver any catalogues, drawings, or any other specific documents of what has been delivered and installed, within a period not exceeding thirty (30) days from the date of examining procedures and initial take-over.
11 - Insurance	11 – 1	The supplier shall be fully responsible for the internal and external insurance of goods against loss or damage incidental to manufacturer or acquisition, transportation and delivery in the manner specified in these conditions.
12 – Transport	12 – 1	In the case of requiring the delivery of goods under this contract to a specific place in the Entity's country

		(warehouses/ project site/ project sites), the supplier shall make arrangements necessary for the transport of the goods to that place and the insurance and storage as specified in the contract, provided that costs resulting thereof shall be included to the contract price.
13 – Ancillary Services	13 - 1	<p>The Entity may require the provision of the following services, in whole or in part, including ancillary services if required and specified in the special conditions of contract:</p> <p>A. Implementation and compilation of goods supplied to the site and/ or starting operation or supervision.</p> <p>B. Providing the tools necessary for assembly or/ and maintenance of goods supplied.</p> <p>C. Providing operation and maintenance manual in detail for each integrated unit of the goods supplied.</p> <p>D. Operation or/ and maintenance and repair of goods supplied or supervision for a period agreed upon by the parties, provided that the supplier is not to be exempted from any guarantees under this contract.</p> <p>E. Training the Entity's personnel to compile and start operation of the goods supplied or/ and operation or maintenance, either in the supplier factory or/ and in the site.</p>
14 – Spare Parts	14 - 1	<p>The Entity may require, as may be specified in the special conditions of contract, that the supplier provides the following materials, notices, and information, in whole or in part, for the parts manufactured or distributed by the supplier:</p> <p>A. Spare parts that the Entity may choose to buy from the supplier, not to exempt his choice of this supplier from any obligations under the contract.</p> <p>B. In the case of stopping production of spare parts:</p> <ol style="list-style-type: none"> ١. The (supplier) shall inform the Entity in advance of his intention to stop production so as to allow the Entity sufficient time to find solutions. ٢. After stopping the production, the (supplier) shall provide the Entity, if required, with drawings, designs and specifications of spare parts free-of-charge.
15 - Defects Liability	15 – 1	The Entity shall determine the duration of (defects Liability) for a period not less than one year, unless a longer period required by the nature of the tender to be determined in the special conditions of contract to be valid from the date of examining procedures and initial free-of-reservations take-over.
	15 – 2	The Entity shall notify the supplier in writing of any claims arising under the guarantee.

	15 - 3	Upon receipt of the notification referred to, the supplier during the period specified in the special conditions of contract, and as soon as appropriate, shall repair or replace the goods or defective parts without liability of any costs on the Entity in this regard
	15 - 4	in the case of failure by the supplier, after notification, to remedy defects during the specified period, the Entity is entitled to take necessary indemnity actions at the expense of the supplier, without prejudice to any other rights of the Entity on the supplier under the contract.
	15 - 5	The supplier shall provide the Entity with a guarantee in writing that the goods supplied under the contract are new, unused, and from the latest model or a similar model that includes all the recent improvements made in the design and components. The supplier shall also guarantee that all goods supplied under the contract are free of any defects arising from design, materials or manufacture, or arising from any act or omission by the supplier that could appear during normal use of the goods supplied in the conditions prevailing in the country of the Entity.
16 - Payment	16 - 1	The method and conditions of payment to be made to the tenderer under this Contract shall be specified in the special conditions of contract.
	16 - 2	Claims by the supplier for payment shall be made in writing to the Entity along with a bill showing the goods delivered and services rendered, as well as documents required under Article (10) of the general conditions of contract, and after the implementation of other obligations stipulated in the contract.
	16 - 3	The payment by the Entity shall be made in a period not exceeding ninety (90) days from the date of the supplier's invoice or claim, and the end of the examining procedures and the take-over by which the goods are expressly accepted as free from defects or any other comments, as well as meeting all the obligations specified in the contract.
	16 - 4	Payment shall be in Yemeni Riyals unless the special conditions of contract specify payment in another currency freely convertible.
	16 - 5	The Entity may deduct at least (15%) of the contract price as a guarantee for operation/ installation and operation and training. It may be considered a retained amount with the possibility to continue payments to the supplier, either as one payment or through installments.
17 - Prices	17 - 1	It is the value of goods and services to be implemented in accordance with the Tender Document in the amount specified in the contract signed between the Entity and supplier.

	17 - 2	The prices demanded by the supplier for goods that are delivered and services provided under the contract should not vary from prices submitted in his tender after review and correction in accordance with legal procedures.
18 – Change Orders	18 - 1	The Entity may at any time, by a written order submitted to the supplier, make changes within the overall framework of the contract in one or more of the following aspects: A. Drawings, designs or specifications, if the goods to be supplied under the contract are manufactured specifically for the Entity. B. Method of shipment or packaging. C. Delivery site; D. Services to be provided by the supplier. In all cases, the changes must be within the percentage allowed by law.
	18 - 2	The Entity has the right to modify the contract to an increase or decrease at any stage of the execution of the contract, provided that it is not to exceed 10% of the value of the original contract.
19 – Modification of Contract	19 - 1	Subject to Article (18) of these instructions, no alteration or change may be made to the terms of the contract except by a written amendment signed by the parties and not inconsistent with provisions of the law and the Regulations.
20 – Waiver of Contract	20 - 1	The supplier may not waive the contract or transfer it to any other supplier or third party.
21 - Sub-contracting	21 - 1	The supplier shall notify the Entity in writing and receive a written approval in advance for all contracts to be signed with subcontractors under the contract not in excess of 30% of the contract price, whether included in the original tender or subsequently submitted. The notification shall not relieve the supplier from any liability or obligation under the contract.
	21 - 2	The sub-contractor shall comply with the provisions of Article (3) of these conditions.
22 – Delayed Implementation by the Supplier	22 - 1	The supplier shall deliver the goods and implement services in accordance with the timetable determined by the Entity on the schedule of requirements;
	22 - 2	If supplier and/ or sub-contractor(s) faced, at any time during the execution of the contract, conditions preventing the delivery of goods and the implementation of services in a timely manner, they shall notify the Entity in writing of the delay fact, expected duration and causes. The Entity, as soon as practicable after receipt of notification, shall assess the situation and may, at his discretion, extend the implementation period for the supplier with the fines specified in Article (23) of these conditions.

	22 - 3	Delay by the supplier to carry out his delivery obligations shall make him liable to the fines prescribed in Article (23) of these conditions.
23 – Fines on Delay and Payment Default	23 - 1	<p><u>A. Calculation of delay fines:</u></p> <p>١. Should the supplier fail to execute the contracted supplies within the deadlines specified in the timetable and period specified in the contract, a delay fine of (7.5%) of the value of uncompleted items for the first month shall apply as follows:</p> <ul style="list-style-type: none"> • (1%) of the value of items subject to fine for the first week or parts thereof. • (1.5%) of the value of items subject to fine for the second week or parts thereof. • (2%) of the value of items subject to fine for the third week or parts thereof. • (3%) of the value of items subject to fine for the fourth week or parts thereof. <p>In case of further delay, a delay fine of (4%) shall apply for every month or parts thereof; for every period separately, provided that total fines do not exceed (10%) of the total value of the relevant contract with regard to supplies or other services, and the delay period does not exceed three months.</p> <p>2. No delay fines shall apply to delays caused by the Entity or Force Majeure.</p> <p><u>b. Calculation of payment default fines:</u></p> <p>١. Payment default fines shall be effected to the benefit of the supplier in accordance with the following conditions:</p> <ul style="list-style-type: none"> • The absence of any legal justification for default in payment. • The absence of any missing documents or legal details supporting payment. • The lapse of more than (90) days as of the date of submitting entitlements (net amounts) by the Entity authorized to manage and sign the contract without any comments and ratification thereof by the head of the Entity. • When the supplier or Contractor is not responsible for the delay in payment procedures. <p>٢. Should the supplier fail to execute the contracted supplies within the deadlines specified in the timetable and period specified in the contract, a delay fine of (7.5%) of the value of uncompleted items for the first month shall apply as follows:</p> <ul style="list-style-type: none"> • (1%) of the value of items subject to fine for the first week or parts thereof. • (1.5%) of the value of items subject to fine for the second week or parts thereof. • (2%) of the value of items subject to fine for the third week or parts thereof. • (3%) of the value of items subject to fine for the fourth week or parts thereof.

		<p>In case of further delay, a delay fine of (4%) shall apply for every month or parts thereof; for every period separately, provided that total fines do not exceed (10%) of the total value of the relevant contract with regard to supplies or other services, and the delay period does not exceed three months.</p> <p>C. Should the Entity be responsible for delay, said Entity shall extend the contract execution period with a period equal to the period of delay. Should the supplier be responsible for delay, the delay fines specified in paragraph (A) of this Article shall apply.</p>
24 - Termination for Default	24 - 1	<p>The Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate this Contract in whole or in part:</p> <p>(A) if the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Entity;</p> <p>(B) if the supplier fails to perform any other obligation(s) under the Contract;</p> <p>(C) if the supplier, in the judgment of the Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>
	24 - 2	<p>In the event the Entity terminates the Contract in whole or in part in accordance with paragraph (24 – 1) of these conditions, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the supplier shall be liable to the Entity for any excess costs for such similar goods. However, the supplier proceeds in carrying out other un terminated work in the contract.</p>
25 – Force Majeure	25 - 1	<p>Neither party shall be considered to be in default or in breach of his obligations under the contract if the performance of such obligations is prevented by any event of force majeure. Both parties shall not be liable for default or delay if the performance or other failure to perform obligations under the Contract is the result of an event of Force Majeure.</p>
	25 - 2	<p>The term "force majeure", as used herein shall mean any event that is not under the control of the supplier and unpredictable, and which is not a result of mistake or negligence. Such events include, without limitation, wars, revolutions, epidemics, quarantine, earthquakes, floods, civil disturbance, fires, or any other similar unforeseeable events, not within the control of either party.</p>
	25 - 3	<p>In the case any events of force majeure have occurred, the supplier shall promptly notify the Entity in writing, giving details of the nature and causes of such events. Unless otherwise directed by the Supervisor in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall seek all reasonable</p>

		alternative means for performance of his obligations which are not prevented by the force majeure event.
26 – Termination for Insolvency	26 - 1	The Entity may at any time, by written notice sent to the supplier, terminate the contract due to insolvency or bankruptcy of the supplier by a court ruling. In this case, the termination shall be without any compensation to the supplier, provided that such termination does not affect any right for compensation due to the Entity or may be due later.
27 – Termination for Conflict of Interest	27 - 1	The Entity may at any time, by written notice sent to the supplier, terminate the contract in whole or in part for the public interest. The Entity shall state in the notification that the termination is for the public interest and determine what work is being terminated under the contract and the date of the termination.
	27 - 2	The Entity should approve the finished goods intended for shipment and usable without being linked to the same goods that are not delivered within thirty (30) days of receipt of the termination notice, on terms and prices stated in the contract.
28 – Resolution of Disputes	28 - 1	The Entity and the supplier shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.
	28 - 2	If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may refer to arbitration in accordance with the terms of the contract, subject to prior approval by the High Tender Board.
		28 - 2 -1: Any dispute by which a written notice of arbitration was sent to either parties in accordance with this Article shall be resolved by arbitration. The arbitration proceedings can be initiated before or after delivery of the goods under this contract.
		28 – 2 – 2: Arbitration shall be governed by the Yemeni Law of Arbitration
		28 – 2 – 3: Should the parties fail to reach an agreement with respect to arbitration, the Entity may terminate the contract and deduct all losses incurred thereby during the dispute period from the performance security or the amounts due for the supplier. The aggrieved party may resort to courts.
	28 – 3	Despite referral to arbitration: A. Parties shall continue performance of the contractual obligations thereof, unless agreed otherwise. B. The Entity shall pay the supplier's entitlements, if any, provided that the goods have been supplied or services have been rendered and accepted by the

		Entity.
29 – Approved Language	29 – 1	The contract between the Entity and supplier shall be in Arabic, unless the special conditions of contract provide otherwise.
30 – Law Applicable	30 – 1	The law of tenders and its executive regulations, as well as relevant laws in force shall be the applicable laws for the application of the terms of the contract.
31 - Notifications	31 - 1	Any notice from either parties to another pursuant to the contract must be In writing to be sent by hand, mail, fax or e-mail address of the other party specified in the special conditions of contract.
	31 - 2	The notice shall become effective once the notice is delivered or on the date specified therein for the entry into force, whichever later.
32 – Taxes and Fees	32 - 1	Price offers shall be submitted, inclusive of all customs duties, taxes and other fees unless there is a law in force in the Entity's country that provides for total or partial exemption . Such exemption shall be specified under the special conditions of contract.
33 - Contract Documents	33 - 1	The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the following order of precedence: A. Contract Agreement. B. Letter of Acceptance. C. The submitted tender and any correspondence or documents that have been accepted prior to signing the contract, and were considered an integral part of the contract. D. Special Conditions. E. General Conditions. F. Technical specifications. G. Drawings (if any) . H. Any other documents forming part of the contract.
34. Confidentiality	34 - 1	The Entity and the supplier are not permitted to disclose confidential information, documents, or data related to the contract, directly or indirectly, to any third party, either prior, during , or after the contract period, except to the extent allowed by the other party. However, the supplier may provide his subcontractors with such information, documents, or data necessary for the execution of the contract, provided that the subcontractors are adhered to the same level of confidentiality in accordance with the general conditions of the contract.
	34 - 2	the Entity may not to use the information, documents or data obtained from the supplier, except for the purposes related to the execution of the contract. similarly, the supplier may not use information, documents or data for any purpose other than designing and supplying works and services required to implement the actions defined in the contract.

35 – Modification of Prices	35 - 1	Should the Government be responsible for raising the prices of items or services related to the components of contracts or part thereof, the Entity may, in light of treatments established by The Council of Ministers, adjust the value of the remaining part of the contract as of the effective date of said price change in by the Council of Ministers.
36 – Boycott of Ineligible Countries	36 - 1	The supplier, and all those engaged in the execution of the contract, shall be committed to refrain from dealing with any ineligible country which means, hereby, "Countries boycotted by a decision of the Government of Yemen" directly or indirectly. If it is proven to the Entity at any time during the period of validity of the contract that the supplier has violated the provisions of this Article, the Entity shall be entitled to terminate the contract and to demand indemnity for damages resulting from such termination or such violation. In this case, the Entity shall be entitled to confiscate all the entitlements owed to the supplier and his assets (if any) in the site such as temporary equipment and materials, in order to complete the execution of the contract and making a settlement calculation after completion.

Section Five: Special Conditions of Contract	
Introduction	
From the General Conditions (Article 1)	Tender Name and Number:
From the General Conditions (Article 1)	Name of Entity:
From the General Conditions (Article 1)	Name of supplier:
From the General Conditions (Article 1)	Project Site:
From the General Conditions (Paragraph 8 - 1)	Types of tests and Examinations:
From the General Conditions (Paragraph 9 – 2)	Packaging:
From the General Conditions (Paragraph 10 – 1)	Final Destination for Delivery: Supply Period:
From the General Conditions (Paragraph 13 - 1)	Ancillary Services:
From the General Conditions (Paragraph 14 - 1)	Spare Parts:
From the General Conditions (Paragraph 15 - 1)	Duration of Maintenance Guarantee (Defects Liability):
From the General Conditions (Paragraph 15 - 3)	The period specified for the defects liability from the date of notification by the Entity:
From the General Conditions (Paragraph 16 - 1)	Advance Payment: Payment procedures:
From the General Conditions	Payment Currency:

(Paragraph 16 - 4 )	.....
From the General Conditions (Article 29)	Language of Contract and Correspondence during the execution of Contract:
From the General Conditions (Article 31)	Notifications (The Address of Both Parties Shall be Specified): The Entity's Address: The Supplier's Address:
From the General Conditions (Paragraph 32 - 1)	Taxes and fees (if the procurement process is under a law applicable for exemption from customs duties and taxes, the number of the law and the nature of materials exempted shall be specified under a list to be attached to the special conditions and containing the quantity and number required for exemptions, provided that copies thereof shall be sent to the legally competent authorities).

Section Six: Schedule of Requirements

Components of the Schedule of Requirements:

1. List of supplies and delivery dates and place(s)
2. List of ancillary services
3. Technical Specifications
4. Price Schedules
5. Drawings (depending on the applicability of the case)

1. List of supplies and delivery dates and place(s)

Category	Description of Supplies	Quantity	Unit Type	Delivery Dates and Places	
				Delivery Period Weeks/ Months	Delivery Final Destination

Note: The Entity may add any other data to clarify the Delivery dates and places.

2. List of Ancillary Services to be rendered

Category	Description of Services	Quantity	Unit	Site or Location of Service Delivery	Completion Date of Required Services

Note: The Entity may add any other data to clarify the required ancillary services

Technical Specifications

&

Price Schedules

[The Entity shall include price schedules + technical specifications according to the nature of the case]

Drawings

[The Entity shall include drawings according to the nature of the case]

Section Seven: Forms

Tender Submission Form

Date: _____
No.: _____

Dear Mr./ Messrs: [Write the name of Entity]

Having examined the Tender Document, including forms, the receipt of which is hereby acknowledged, we, the undersigned, confirm that the documents are complete.

We, the undersigned: [Write the name of the supplier] affirm our commitment to the supply and delivery of:

..... [Description of goods and services required] according to the Tender Document and the total amount of [Write the amount in figures] [Write the amount in letters], [.....] [if there is any reduction in the amount / percentage of reduction] for a total sum after reduction [Write the amount in figures][Write the amount in letters], including all customs duties, taxes, transportation, insurance or any other amounts determined by the price schedule attached with this Annex, which is part of this tender.

We undertake, if our tender is accepted, to [write the name of the procurement process] to implement in accordance with technical specifications, price schedules, and specified conditions and deadlines in the Tender Document, schedule of requirements and our submitted tender, which form the basis of the award from your part, and we emphasize our commitment to any decision being taken by the legally competent authorities in any complaint or grievance concerning this tender before or after notifying us of the tender acceptance.

Until a formal contract is prepared and executed between us, this tender shall constitute a binding contract between us.

The following statement represents the required commissions to be paid by us in respect of this tender and its implementation in the case of accepting our tender:

Name and address of the proxy	Amount and Currency	The purpose of the commission
_____	_____	_____
_____	_____	_____
_____	_____	_____

(If such amounts are not paid, the word "N/A" shall be written)

Dated this _____ day of _____ 20 _____

_____ [signature]

_____ [in the capacity of]

Seal:

Note: If there is a desire to offer a discount to the value of the tender, it must be filled out in the place referred to above, or providing a separate note of the discount provided that it is submitted prior with the tender envelope on the specified date and time before the opening of the first envelope and notifying the Commission in charge of opening the envelopes during the opening session in order to be recorded in the minutes of the opening, otherwise, no discount unrecorded in the register of opening the envelopes shall be considered.

Tender Security Form

Dear Mr. / Messrs: [Name of Entity]
..... [Write the name and number of the
tender]

KNOW ALL PEOPLE by these presents that We [Name of bank]
guarantee [Name of the supplier] an absolute, unconditional and
irrevocable guarantee to pay for [Name of Entity], its
successor in office, or who is appointed by its side the amount [Write
the amount in figures] [Write the amount in letters] upon
receipt by us of your first demand in writing without any reservation or objection
from our part or by the content and conditions of this commitment.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its tender by the [Name of Entity] during the period of tender validity:
(A) fails or refuses to execute the Contract Form, if required; or
(B) fails or refuses to furnish the performance; or
(C) do not accept arithmetical corrections in accordance with the instructions to tenderers.

This guarantee shall be valid for a period of (.....) days starting from the date of
//_ and expire at the date of _/_/_ .

Any request for extension of this guarantee must be submitted by the tenderer (content)

Signature and Seal: _____

Bank Name : _____

Address: _____

Date: _____

Letter of Acceptance

Date / /

To [Name and Address of Supplier]

We hereby inform you that the tender No. () of the year on the implementation of [write the name of the procurement process] has been awarded to you in accordance with your tender of / / , with a total amount of[Write the amount in figures] [Write the amount in letters].

You are required, as soon as applicable, to provide a performance security by ...% of the value of the tender amounting to (.....) within fifteen days from the date of receipt of this notification in accordance with the attached format of the performance security in the Tender Document. The performance security shall be unconditional and irrevocable in effect until the end of the examination procedures and initial take-over by [Name of the Entity].

Failure to attend and sign the contract or provide the performance security within the period specified above shall be a cause for the annulment of the award and the forfeiture of the tender security.

[Signatures of the persons authorized to issue a tender award, indicating the person's name and title].

Note: This notification shall not be legally binding if any of applicants submits a complaint to the competent authorities, until a decision regarding the complaint is taken in accordance with legal procedures prescribed by law and regulations.

Performance Security Form

Dear [Name of Entity]

Project Name

We [Name of bank] guarantee
[Name of the supplier] an absolute, unconditional and irrevocable guarantee to pay
for [Name of Entity] the amount of
[Write the amount in figures] [Write the amount in letters]
at your first demand in writing without any reservation or objection from our part or
by the content if it is found by you that [Name of the
supplier] has failed to implement its obligations under the contract without the need
to indicate the grounds on which your request is based.

We also agree to any change, addition, or modification to the conditions of the
contract or in any of the contract documents, which
[Name of Entity] had agreed to, and we shall not release ourselves from any liability
under this security, and we hereby waive any rights to be informed of any of these
changes, additions or modifications, as we undertake to respond to any extension to
the validity period of this performance security without reference to our client
..... [Name of supplier].

This security shall be valid from the date of __/__/__ until the end of the examination
procedures and initial free-of-reservations take-over at the date of __/__/__.

Signature and Seal: _____

Bank Name : _____

Address: _____

Date: _____

Advance Payment Guarantee Form

Dear: [Name of Entity]

Project Name

.....

Pursuant to the instructions and conditions of the contract for the provision of a guarantee for the payment of the advance payment.

We [Name of bank] guarantee
[Name of the supplier] an absolute, unconditional and irrevocable guarantee to pay for [Name of Entity] the amount of [Write the amount in figures] [Write the amount in letters] at your first demand in writing without any reservation or objection from our part or by the content if it is found by you that [Name of supplier] has failed to perform its obligations under the contract or that the advance payment has been used for other purposes outside the framework of the project under the contract, and this guarantee shall be valid from the date of receipt of payment until recovery in accordance with legal procedures.

Signature and Seal: _____

Bank Name : _____

Address: _____

Date: _____

Manufacturer's Authorization Form

Dear Mr. / messrs : [Name of Entity]

Whereas [Name of the manufacturer] is a well-established and reputable manufacturer in the manufacturing of
..... (Write the name or description of the goods that are manufactured) and is located in [The address of the manufacturer], We, [Name of manufacturer] do hereby authorize [Name and address of the agent or the name and address of the person authorized to submit tender] to submit the tender, and subsequently negotiate and sign the contract with you on the basis of the Tender Document submitted by us for. [Name of the procurement process]

We hereby under this authorization, extend our full guarantee and warranty as per the terms and documents of the tender.

[Signature for and on behalf of the manufacturer]

Note: this authorization letter should contain the name and address of the manufacturer on the letterhead, and should be signed by a competent person who holds a binding power of attorney to the manufacturer. It should also be submitted by the tenderer in the Tender Document.

Quality Assurance Form

We [Name of the manufacturer / source / supplier]
guarantee all our products and devices for a period of from the date of
examination procedures and initial take-over, and shall repair or change any parts of
the device during the period of this guarantee if the damage is a result of
workmanship or metal errors related to the parts or metal of the device with no
charges.

The errors that are not included in the guarantee shall be the use of the device in a
manner other than the instructions for use and damage, as well as the parts prone to
erosion due to wear and tear.

This guarantee shall be null and void if the repair is done by a non authorized person
to do so or if spare parts other than the original spare parts manufactured by the
company are used.

**(Signature and Seal of the authorized person by the manufacturer or the official
agent thereof)**

Contract Agreement Form

THIS CONTRACT AGREEMENT for.....[Write the name of the procurement process] is made the dayof / / of the year at the [The place of conclusion of contract] BETWEEN : -

1. [Name of Entity] represented by Mr. in the capacity of (hereinafter called "First Party")

2. [Name of Supplier] represented by Mr. in the capacity of (hereinafter called "Second party")

NOW IT IS HEREBY AGREED as follows:

Article (1) The second party shall supply [write the name of the procurement process] in accordance with the technical specifications, quantities, quality, price schedules, conditions and requirements specified in the Tender Document and the basis on which the tender was awarded by the Entity and approved by the contract parties.

Article (2) The contract price for the amount of [Write the amount in figures] [Write the amount in letters].

Article (3) The first party undertakes under this contract to pay the second party the contract price or any other amount entitled for payment in accordance with the payment method specified in the special conditions of contract.

Article (4) The duration of the supply or implementation: (.....)

- The date agreed upon to start the supply / /

- The date set for the end of the supply / /

Article (5) The following documents shall be considered an integral part of this contract and are interpreted on this basis, namely:

A. Letter of acceptance of the tender.

B. The submitted tender and any correspondence or documents that have been accepted before the signing of the contract, provided that they were considered an integral part of this contract.

C. Special conditions.

D. General Conditions.

E. Technical specifications.

F. Drawings (if any).

G. Any other documents forming part of this contract.

Article (6) A– the first party is entitled to increase or decrease the quantities of goods or services contracted for within 10% of the contract price in the same prices without the right for the second party to object or claim any indemnity for the increase or decrease.

B– The second party shall ensure full compliance with the period of quality assurance specified in accordance with professional standards applicable globally, and in accordance with the provisions of relevant legislation in force.

Article (7) This contract is subject to the provisions of the Tenders, Bidding, and Government Storehouses Law No. (23) for the year 2007, and its executive regulations. The provisions of the law and the regulations thereof shall be ancillary to this contract.

Article (8): This contract is duly executed in original and six copies with a replica held by the supplier:

First Party	Second Party
Name:	Name :
Title:	Title :
Signature:	Signature.....
Date : / /	Date : / /
Entity's Seal	Supplier's Seal