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الوثائق النمطية للأشغال العادية / طبعة مايو 2010.  
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Translated by:  
Abo-Ghazaleh & Co. Consulting – Sana'a  
تمت الترجمة بواسطة:  
أبو غزالة وشركاه للاستشارات - صنعاء

**Republic of Yemen**

**Council of Ministers**

**High Tender Board**

**The Standard Documents for Regular Works**

<b>Name of Entity:</b>	.....
<b>Project Name:</b>	.....
<b>Tender Ref. No.:</b>	.....

**May 2010**

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**The Standard Documents for Regular Works**

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## Section One: Announcement/ Invitation Form

[ Write the name of the Entity ] ..... announces tender No. ( ) for -----[ the year ], to perform ..... [ Write the name of the project ], 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 Entity's address as specified in the Tender Documents].

Tender Documents can be obtained for a non-refundable fee of .....

The deadline for the purchase of Tender Documents 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:

1. A bank guarantee as per the enclosed format in the Tender Documents for a lump-sum amount of ( ) YR, or certified cheque, valid for a period of ( ) days from the date of the opening of envelopes.
2. A copy of valid registration and classification certificates.
3. A copy of valid sales tax certificate + tax card.
4. A copy of insurance card + Zakat Card.
5. 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 Documents before payment during office hours for the period of validity allowed for the sale of Tender Documents for ( ) days from the date of publication of the first announcement.

## Section Two: Instructions to Bidders

		<b>A. Introduction.</b>
<b>1- Source of Funds</b>	1.1	The works performance shall be funded by the funding source specified in the Tender Documents.
<b>2- Eligible Tenderers</b>	2.1	This announcement/ invitation is open for all eligible contractors to participate in this tender to perform the works described in the Tender Documents.
	2.2	The Tender Documents shall determine the system of works execution (Lump sum/ Quantities).
	2.3	The successful tenderer shall be liable for the execution of the project during the period specified in the Tender Documents.
	2.4	No Tenderer shall have the right to deal, directly or indirectly, with the consultants commissioned by the Entity to provide advisory services for the preparation of drawings, designs, technical specifications and other documents to be used to carry out works under this announcement /invitation to Tender.
	2.5	The Tenderer shall not be one who violated the principles and ethical codes of conduct or whose name is listed in the blacklist, in accordance with clause (35) of these instructions.
<b>3. Materials, equipment and services</b>	3.1	All relevant materials and complementary services to be supplied under the contract shall have their origin in eligible countries.
	3.2	For the purposes of this Article, "Origin" means the place where the materials are mined, produced or manufactured, and from which the services are provided.
	3.3	All materials and equipment and services supplied under this contract shall be from eligible sources.
<b>4. Tender Preparation Costs</b>	4.1	The tenderer shall be responsible for all the costs associated with the preparation and submission of the Tender. The Entity shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
		<b>B. Tender Document</b>
<b>5. Contents of Tender Document</b>	5.1	The Tender Documents shall specify the works to be executed, the Tender procedures and the contract conditions, and shall include, in addition to the announcement or invitation to Tender , the following: <ul style="list-style-type: none"> <li>a. Instructions to Tenderers.</li> <li>b. Tender Documents.</li> <li>c. General Conditions of Contract.</li> </ul>

		<ul style="list-style-type: none"> <li>d. Special Conditions of Contract.</li> <li>e. Drawings</li> <li>f. BOQ.</li> <li>g. Technical Specifications.</li> <li>h. Qualification Data.</li> <li>i. Tender Submission Form.</li> <li>j. Tender Security Form.</li> <li>k. Performance Security Form.</li> <li>l. Letter of Acceptance Form.</li> <li>m. Advance Payment Guarantee Form.</li> <li>n. Contract Agreement Form.</li> <li>o. Quality Assurance Form.</li> </ul>
	5.2	The tenderer shall examine carefully all instructions, conditions, drawings, technical specifications, bill of quantities and forms contained in the Tendering documents. Failure to comply with the submission of all required documents and information, or the requirements of tender submission will be at the tenderer's own risk and may be rejected.
	5.3	If the tenderer do not provide any comments on the drawings, technical specifications or the other Tender documents, this shall be consider as recognition of their validity and integrity, and the tenderer shall not be entitled to claim any amendments or claim prices differentials.
<b>6. Site Visit</b>	6.1	The tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the tender. The cost of visiting the Site shall be at the tenderer's own expense.
<b>7. Clarification of Tender Documents</b>	7.1	A prospective tenderer requiring any clarification of the tendering documents may notify the Entity in writing at the address indicated in the Tender Documents. The Entity shall respond to any request for clarification of Tender Documents which it receives during the period allowed by law prior to the deadline for submission of tenders. Copies of the Entity's response, including a description of the clarification of the inquiries, will be forwarded to all purchasers of the tendering documents without determining the entity who requests the clarification.
	7.2	The period allowed for inquiries about Tender Documents shall be as specified in the Tender Documents.
<b>8. Amendment of Tender Documents</b>	8.1	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 Documents by an amendment..

	8.2	The amendment shall be notified in writing to all prospective Tenderers who have applied for and purchased the Tender Documents and will be binding on them as an integral part of the Tender Documents.
	8.3	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.
		<b>C. Preparation of Tenders</b>
<b>9. Language of Tenders</b>	9.1	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 Documents. The tenderer may submit documents and printed materials in another language.
<b>10. Documents Comprising the Tender</b>	10.1	The Tender prepared by the tenderer shall comprise the following components:
		<ul style="list-style-type: none"> <li>A. Tender submission letter in accordance with the form attached to the Tender Documents.</li> <li>B. Priced Bill of Quantities sealed by the Tenderer.</li> <li>C. Information on Qualification filled-in with its supporting documents in accordance with the forms described in the Tender Documents and annexed to the Tender document.</li> <li>D. Tender Security which shall be provided in accordance with the Article (15) hereof in the same format specified in the Tender document.</li> <li>E. Design Drawings and Technical Specifications sealed by the Tenderer.</li> <li>F. Certificates, licenses, and cards required for submission with the Tender Documents are the following: <ul style="list-style-type: none"> <li>F/1: Copy of valid Registration and Classification Certificates.</li> <li>F/2: Copy of valid Insurance Card and Zakat card.</li> <li>F/3: Copy of valid sales tax certificate and tax card.</li> <li>F/4: Copy of Practicing License.</li> <li>F/5: Any other documents required by the Entity in the Tender Documents.</li> </ul> </li> </ul> <p>Foreign companies are excluded from providing certificates, licenses and cards referred to in paragraphs (F/1, F/2, F/3, F/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,</p>

		the tenderer shall be subject to compliance with relevant applicable laws and regulations.
<b>11. Tender form and Bill of Quantities</b>	11.1	The tenderer shall complete the Tender Form and the Price Schedule, as well as other requirements, furnished in the Tender Documents, in the manner and detail indicated therein.
	11.2	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.
	11.3	If the Tender Documents allowed to tender on the basis of a coalition, that will be clarified in the Tender Documents.
<b>12. Tender Prices</b>	12.1	The Tenderer shall indicate in the Bill of quantities the item price and total price of items for all items of works to be performed. The prices shall be based on the work performance including the price of workmanship, wages of workers and the price of materials and transport and all necessary works according to the conditions and technical specifications. The tenderer shall include taxes and customs fees or any other revenues for the works to be executed in the price of the units.
	12.2	When preparing the Tender , the Tenderer shall take into consideration the following: <ol style="list-style-type: none"> <li>1. The unit prices and total units prices and any other data required from the tenderer shall be filled in by indelible ink and shall indicate the unit price and the number of units in number, weight or size or any other detailed data on the total price. The price shall be filled in figures and in words.</li> <li>2. The Tenderer shall sign the price schedule after being filled and he may not make erasure or abrasion on the prices schedule. Any correction in prices or other should be re-written with indelible ink in figures and in words and signed next to this correction.</li> </ol>
	12.3	The tenderer's quoted prices shall remain fixed and unmodified during the execution of contract. The Analysis commission may not consider any Tender in which quoted prices are subjected to price variation.
<b>13. Tender Currencies and Payment</b>	13.1	Prices shall be quoted in YR unless otherwise provided for in the Tender Documents.
	13.2	The payments shall be in YR unless otherwise provided for in the Tender Documents.



	13.3	In the event that the Entity has the possibility of exchange an advance payment, it will be defined in the Tender Documents.
<b>14. Documentation of the Tenderer's Eligibility and Qualifications</b>	14.1	The tenderer shall furnish, as part of his tender, documents establishing his eligibility to tender.
	14.2	The tenderer shall furnish documents establishing his eligibility, to the satisfaction of the Entity, that he belongs to an eligible country.
	14.3	Tenderers shall provide evidence satisfactory to the Entity of their capability and adequacy of resources to carry out the Contract effectively, and including evidence for the meeting of qualifying criteria pursuant to these instructions.
<b>15. Tender Security</b>	15.1	Pursuant to Article (10) of these instructions, the tenderer shall furnish, as part of his tender, a tender security for the amount specified in the Tender Documents.
	15.2	<p>The Tender Security shall be submitted 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.</p> <p>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 accompanied by the original tender security provided for in these instructions shall be rejected.
	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</p>

		<p>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>
<b>16. Validity of Tenders</b>	16.1	Tenders shall remain valid for the period specified in the Tender Documents after the date of opening the envelopes prescribed by the Entity. 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.
<b>17. Format and Signing of Tender</b>	17.1	The tenderer shall prepare and sign one original and other copies of the Tender as described in the Tender Documents, and clearly marked "ORIGINAL", "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 and stamped by the Tenderer or a person duly authorized to sign on behalf of the tenderer with the exception of publications (catalogs) that have not be amended;
	17.3	In case of errors made by the tenderer, no alternations, omissions or additions shall be in consider, except those initialed by the person or persons signing the tender.
	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 implementation of the contract;
	17.5	The official seal and signature of the tenderer shall be on all Tender Documents [drawings, technical specifications, Bill of Quantities, General Conditions, Special Conditions, and the contract 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	The tenderer's modification notice received by the Entity after the deadline for submission of tenders shall not be considered.
	17.7	<p>Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements – unless not permitted in the Tender Documents:</p> <p>A. All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.</p>

		B. One of the partners shall be nominated as being in charge. Such nominated partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment
		<b>D. Submission of Tenders</b>
<b>18. Placing Tenders in Sealed Envelopes and Marking them</b>	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 Documents. 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 Documents.
	18.2	The inner and outer envelopes shall:
		<p>A. be addressed to the name of the Entity given in the Tender Documents.</p> <p>B. Bear the following: (1) Project name provided in the Tender Documents, (2) the Address of deliver the Tender as provided in the Announcement/ Invitation/ the Tender Documents, (3) DO NOT OPEN BEFORE _____ [time and date for tender opening specified in the Tender Documents.</p>
	18.3	The inner envelopes shall 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 specified in paragraph 18-2 of these instructions, the Entity will assume no responsibility for the misplacement or premature opening of Tender.
	18.5	The following shall apply for the submittal of tenders by non-local tenderers:
		<p>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..</p> <p>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.</p> <p>C. Should the tenderer be a joint venture, the Tender</p>

		Documents 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.
<b>19. Deadline for submission of Tenders</b>	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 Documents and announcement.
	19.2	The Entity may extend the deadline for submission of tenders, for the purpose of amending the Tender Documents or any other purpose, in which case all rights and obligations of the Entity and the tenderers previously subject to the original deadlines will thereafter be subject to the deadline as extended.
<b>20. Late Tenders</b>	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.
<b>21. Modification and Withdrawal of Tenders</b>	21.1	The tenderer may modify or withdraw its tender after tender submission, provided that written notice of the modification or withdrawal is received by the Entity prior to the deadline 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 herein, with envelope additionally marked "MODIFICATION", "WITHDRAWAL", or "REPLACEMENT".
	21.3	No tender may be modified by the tenderer 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 – 5 ) herein.
<b>E. Opening and Evaluation of Tender Envelopes</b>		
<b>22. Opening Tender Envelops by the Entity</b>	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 Documents. The tenderers or their duly authorized representatives who are present shall sign a register evidencing their attendance
	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 tender opening 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. The entity has the right to consider the reduction in awarding the contract if such reduction was the lowest exist tender.
<b>23. Confidentiality</b>	23.1	Information relating to the examination, evaluation, comparison, and post-qualification of tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
	23.2	Any effort by a tenderer to influence the Entity's processing of tenders or award decisions shall result in the rejection of the tenderer's tender.
<b>24. Clarification of Tenders</b>	24.1	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
	24.2	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.
<b>25. Analysis and Evaluation of Tenders</b>	25.1	All tenders received from contractors incompatible with the interests of the Entity shall be rejected.
	25.2	The interests of the Entity shall be deemed in conflict with the interests of the tenderers in the tendering process in any of the following: A. They are under joint ownership or management. B. The tenderer has received, or receives, support directly or indirectly from the Entity. C. There is a joint legal representation for the purposes of

		<p>this tender.</p> <p>D. A relationship, that can directly, indirectly or through a third party access to information or influence the decisions of the Entity with respect to the tender.</p> <p>E. The tenderer works as a consultant for the preparation of technical designs or specifications related to the tender.</p>
		<b>A. Preliminary Examination of Tenders</b>
	25.3	<p>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:</p> <p>A. The tender has been properly submitted, signed and sealed as specified in the tendering documents;</p> <p>B. The tender accompanied with the original tender security meeting the legal requirements of the specified amount and validity period, and confirming the attached format of security, and is irrevocable and free of any restriction or condition;</p> <p>C. The tender accompanied with the following certificates and cards:</p> <ul style="list-style-type: none"> <li>• Copy of valid Registration and Classification Certificate.</li> <li>• Copy of valid sales tax certificate</li> <li>• Copy of valid tax card.</li> <li>• Copy of valid Insurance Card and Zakat card.</li> <li>• Copy of Practicing License.</li> </ul> <p>During the evaluation of tenders, the Entity may</p>
		<b>B. Technical Evaluation</b>
	25.4	The procedures of technical analysis shall be completed and followed directly by the financial analysis in the same stage in accordance with the requirements provided for in these instructions.
	25.5	The Entity shall ensure again any data or information previously examined at the preliminary examination stage during the process of technical and financial analysis and evaluation.
	25.6	If a tender is not substantially responsive to technical specifications and conditions specified in Tender Documents, it will be rejected and excluded.
	25.7	The Entity will examine and evaluate the qualification information submitted by the Tenderers in terms of:
		<p>A. Total volume of annual performed construction works equal at least to the volume of works referred to in the Tender Documents.</p> <p>B. The experience of the prime contractor on</p>

		<p>performing works of a similar nature and volume over the last three years.</p> <p>C. Proposals for obtaining the necessary construction equipment referred to in the Tender Documents in the suitable time (by purchasing or leasing,.... Etc.)</p> <p>D. A Project Manager with five years experience in works of a comparable nature and complexity, including not less than three years as a manager;</p> <p>E. The qualifications and experience of key personnel and technical personnel proposed for administration and execution of the Contract.</p> <p>F. Liquid assets and/or net credit facilities – except any other contractual obligations and without any advance payment payable pursuant to this contract – which shall be equal or more than the project’s monthly cash flow.</p> <p>G. Major items of construction equipment proposed for carrying out the Contract;</p> <p>H. Any other documents or information specified in the Tender Documents.</p>
	25.8	The Entity has the right to refer to the Tenderer’s Bank to obtain any information it deems necessary and also confirm all information provided by its different sources.
	25.9	The tenderer shall submit proposals for subcontracting elements of the Works but not more than 30 percent of the total Tender Price for the works.
	25.10	The tenderer shall submit proposals for parts of the work to be performed by subcontractors, with no more than 30% of the total work value.
		<b>C. Financial Evaluation</b>
	25.11	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.
	25.12	During the evaluation and examination of tenders in the stage of financial evaluation, any amendment to the original tenders will be taken into account;
	25.13	A. The arithmetic corrections to tenders shall be made pursuant to the following:
		<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. If the Entity sees there is an obvious misplacement of the decimal point in the unit price, the total price as quoted shall govern and the unit price shall be corrected;</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"> <li>1. Error in multiplying unit price by quantity.</li> <li>2. Error in aggregating price items; whether demonstrated in increase or decrease.</li> <li>3. Error in carrying totals forward from one page to another.</li> </ol> <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>
	25.14	Any conditions or reservations to monetary values will be evaluated financially for the purpose of comparison and evaluation only.
	25.15	Should a sole tender, or one that became so upon rejection of other tenders, contains un-priced items, estimated cost prices for said items shall be used for the purpose of awarding the contract; 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
	25.16	<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 Documents, 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"> <li>1. Secondary reservations with financial values specified in the Tender Documents shall be evaluated accordingly.</li> <li>2. Should a secondary reservation not have a clear financial value specified in the Tender Documents, the cost thereof</li> </ol>



		<p>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>4. Should secondary reservations exceed ( 10% ) of tender value, the analysis and evaluation committee shall reject the relevant tender.</p> <p>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>
	25.17	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.
	25.18	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.
	25.19	tenders complying with the conditions and technical specifications specified in the tender Documents shall be arranged in accordance with the lowest evaluated prices .
<b>26. Conversion to Single Currency</b>	26.1	<p>Where other convertible currencies are used, the Entity shall convert these currencies to Yemeni Riyals subject to the following:</p> <p>1. 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>2. The exchange rate shall be determined ( 28 ) days prior to the date set in the Tender Documents for opening envelopes for evaluation.</p>
<b>27. Local Preference</b>	27.1	Should the Tender Documents 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
<b>28. Contacting the Entity</b>	28.1	Subject to Article ( 23 ) of these instructions, no tenderer shall contact the Entity on any matter related to its 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.
<b>D. Award of Contract</b>		
<b>29. Post-qualification</b>	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 ( 25-7) of these instruction.
	29.2	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.
	29.3	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.
	29.4	Subject to provisions of paragraph (25.7) 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.
<b>30. The Entity's Right to Vary Quantities at the Time of Contract Award</b>	30.1	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 Bill of Quantities, provided that the change limit is 20% of the contract price after awarding the contract without any change in unit price or the conditions of the contract.
<b>31. The Entity's Right to Accept or Reject Any or All Tenders</b>	31.1	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
<b>32. Notification of Award</b>	32.1	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 its 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.
	32.2	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.
	32.3	Upon the successful Tenderer's furnishing of the performance security pursuant to Article ( 33 ) of these instructions, the Entity shall promptly notify the other unsuccessful Tenderers and discharge their tender security, pursuant to Article ( 15 ) of these instructions.
<b>33. Performance Security</b>	33.1	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 Documents.
	33.2	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.
<b>34. Signing of Contract Agreement</b>	34.1	At the same time that he notifies the successful tenderer that its tender has been accepted, the Entity will send the tenderer the Form of Contract Agreement provided in the tendering documents.
	34.2	Within 15 days of receipt of the Form of Agreement, the successful tenderer shall sign, date and return the form to the Entity.
<b>35. Ethics and Code of Conduct</b>	35.1	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;
	35.2	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.
	35.3	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.
	35.4	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

	Tender ref. no.: .....
	Tender (Project) name: ..... .....
From the Instruction to Tenderers:	
Paragraph (1.1)	Source of funds: .....
From the Instruction to Tenderers:	
Paragraph (2.1)	The eligible tenderers:.....
	Description of the work to be performed..... .....
Paragraph (2.2)	The system of the implementation of work (Lump sum/ Quantities): ..... .....
	The Tender is composed of (lots./ contracts ) .....
Paragraph (3.2)	Time for project implementing: .....
From the Instruction to Tenderers:	<b>Clarification of Tender Documents:</b>
Paragraph (7.1)	The Entity's address: .....
	The name of Entity: .....
	The name of administration responsible for receiving the clarification requests: .....
	The Name of Person: .....
	Tel.: .....
	Fax: .....
	E-mail: .....
	P.O.Box: .....

Paragraph (7.2)	The period allowed for clarification requests: .....
From the Instruction to Tenderers:	
Paragraph (9.1)	Language of Tender and correspondence
From the Instruction to Tenderers:	<b>The Document Comprising the Tender:</b>
Paragraph (10.1 C)	Qualification documents and data: ..... ..... .....
Paragraph (10.1 / and 5)	Any other required documents: ..... ..... .....
From the Instruction to Tenderers:	
Paragraph (11.3)	The Coalition: .....
From the Instruction to Tenderers:	
Paragraph (13.1)	Bid currency: .....
Paragraph (13.2)	Payment currency: .....
Paragraph (13.3)	The advance payment: .....
From the Instruction to Tenderers:	
Paragraph (15.1)	The tender security amount is determined as a lump sum of .....
	Valid for ..... days of the date of opening the envelopes
From the Instruction to Tenderers:	
Paragraph (16.1)	Tender validity shall be ..... days from the opening of envelopes.
<i>From the Instruction to Tenderers:</i>	

Paragraph (17.1)	The number of required copies: ..... in addition to the original copy.	
<i>From the Instruction to Tenderers:</i>	Submission of tenders	
Paragraph (18.1)	Delivery address of tenders: ..... .....	
Paragraph (18.2)	The name of Entity: .....	
	The name of project: .....	
	The tender ref. no.: .....	
<i>From the Instruction to Tenderers:</i>		
Paragraph (19.1)	The deadline for Bid submission:	
	Day:.....	
	Hour:.....	
	Date: ...../...../.....	
	Location: .....	
<i>From the Instruction to Tenderers:</i>	<b>Determining the minimum limit for qualification requirements</b>	
Paragraph (25.7)	A. The Volume of the annual construction works: .....	
	B. The Experience of the contractor in implementing ..... projects during the last five years provided that he should execute at least (70%) of these works.	
	C. The Minimum limit of Equipments and Plans:	
Type of Equipment	Number	Current Situation
	D. Technical and Administrative Staff:	

Specialty	Qualification	Experience Years Required
	E. The Bidder shall have liquid assets/ or Credit facilities not less than ..... YR, Bank's Statement of Account or copy of the annual balance sheet.	
	F. Any other additional document or data related to qualification: ..... .....	
<i>From the Instruction to Tenderers:</i>		
Paragraph (27.1)	The margin of local preference: .....	
<i>From the Instruction to Tenderers:</i>		
Paragraph (29.1)	The basis and criteria of post-qualification and according to the nature of project: ..... ..... .....	
Form of Data (Participant's Address) to be filled in by the participant in the Tender		
(The Trade Name of the Participant)  or the Name of Contractor	..... .....	
The Participant's Address (Contractor)	..... .....	
The Company's Headquarter/ Contractor	.....	

	.....
Tel.:	.....
Fax:	.....
E-mail:	.....
P.O Box:	.....
Mobile:	.....
The full Name of Signatory on Notes and Contract:	..... .....
The capacity of Signatory	.....
Any other documents the Entity deemed required from the Contractor	..... ..... .....

*Note: it shall be signed by the signatory (the Tenderer).*

*It shall be sealed by official stamp of the Tenderer (to confirm the above data)*

<b>Name:</b>	
<b>Capacity:</b>	
<b>Signature:</b>	
<b>Stamp:</b>	



## Section Four: General Conditions of Contract

### 1. Definitions:

The following words and expressions shall have the meanings hereby assigned thereto hereunder, unless the context requires or denotes otherwise:

<b>“Contract”</b>	The agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form, including all attachments and annexes thereto.
<b>“Contract Price”</b>	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.
<b>“General Conditions of Contract”</b>	Conditions contained in this section that must be met by the Entity and supplier.
<b>“Special Conditions of Contract”</b>	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.
<b>“Entity”</b>	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.
<b>“contractor”</b>	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.
<b>“Entity’s Country”</b>	Republic of Yemen
<b>“Works”</b>	All works to be executed and performed pursuant to the contract and include the temporary and permanent works.
<b>“Engineer”</b>	Specialized person whose name is shown in the contract documents or any other advisory body appointed by the Entity to perform the task of overseeing the implementation, delivery and maintenance of work and the ratification of the amounts owed to the contractor in accordance with the provisions of the contract.
<b>“Engineer’s Representative”</b>	Any specialized person (Engineer or Engineer Assistant) proposed by the Engineer, or any other consultation entity appointed by the Entity, to perform the supervision duties on executing, completing and maintaining of works and to approve the amounts payable to the Contractor in accordance to the provisions of contract.
<b>“Construction Equipment”</b>	Temporary plant and equipment provided by the Contractor in the site for the purpose of performing of works.
<b>“Temporary Works”</b>	All temporary works to be implemented and removed by the Contractor.
<b>“Permanent Works”</b>	All works to be implemented and maintained by the Contractor.

<b>"Specifications"</b>		The technical specifications of construction materials and methods, used to perform works, referred to in the Tender and any amendments or additions thereto by the Engineer during the performing of works.
<b>"Drawings"</b>		The drawings, required to perform the works, referred to in the contract and any proposed amendments or additions thereto approved by the Engineer.
<b>"Site"</b>		The land upon which the temporary and permanent works which will be executed in accordance with the contract and stipulated in the Special Conditions of Contract.
<b>"Variations"</b>		Directions by the Engineer to the contractor that lead to modifying or changing the work in accordance with the conditions of the contract and the provisions of the law
<b>"Subcontractor"</b>		Natural or legal person contracted by the prime contractor to execute any part of the Works after approval of the Entity.
<b>"Time for Completion"</b>		The date in which the supplier would complete the work specified in the Special Conditions of Contract.
<b>"Cost"</b>		Expenses that include the costs of materials, labor, workmanship, wages, supplies and all other expenditures, including administrative expenses within and outside the site, but do not include profit.
<b>"Acceptance"</b>		The approved written acceptance.
<b>"Day"</b>		The period from midnight to the following midnight (24) hours.
<b>2. Interpretation</b>	2-1	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.
	2-2	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.
<b>3. The Duties and Authority of the Engineer and its Representative</b>	3-1	The Engineer, referred to in the Special Conditions of Contract, shall practice all powers and duties set forth in the contract documents and assigned to him by the Entity. The contractor shall be obliged to comply with, respect and carry out all instructions by the Engineer on the implementation of any of the terms of the contract and the application of its provisions.
	3-2	The engineer's representative shall be accountable to the engineer hiring him/ her after the approval of the Entity. The duties of the representative shall be the control of the work and overseeing the implementation; as well as conducting the necessary tests of materials and products associated with the work. The engineer may, from time to time, authorize the representative in any of the powers and duties entrusted to the engineer. All the instructions and approvals by the representative of the engineer to the contractor in accordance with the powers conferred upon him by the Engineer shall be binding on both the contractor and the Entity and shall be deemed as by the engineer, taking into account the following:

		<p>a. Any failure on the part of the engineer's representative to disapprove any work, materials or products shall not prejudice the authority of the engineer to disapprove such work, materials or plant and to give the instructions necessary for the rectification or removal thereof;</p> <p>b. The contractor shall be at liberty, in case of lack of conviction of any of the decisions made by the engineer's representative, to reverse the matter to the engineer who may support, set aside, or change the decision.</p>
	3-3	<p>The engineer shall obtain the Entity's prior written consent and without prejudice to the provisions of the law and its executive regulations when taking any of the following actions:</p> <p>A. Approval of the waiver of the contractor for the implementation of any part of the work, or to assign the implementation of this part to the subcontractor;</p> <p>B. Approval of additional funds on the value of the contract;</p> <p>C. Modification of any of the prices of items in the contract;</p> <p>D. Approval to extend the implementation period of the contract;</p> <p>E. Requesting a change order, either to increase or decrease.</p>
	3-4	<p>Weekly meetings between the engineer, or its representative, and the contractor shall be held on the site to review the notes in the site book, as well as the timetable for implementing business in accordance with the contract documents. Minutes of such meetings shall be recorded and signed by the engineer and the contractor.</p>
<b>4. Waiver and Subcontracting</b>	4-1	<p>The Contractor shall not have the right to waive the whole contract or assign it to another contractor or subcontract with others to perform all the works commissioned to him by the Entity.</p>
	4-2	<p>The Contract may subcontract with other contractor to perform whole or part of works after obtaining a written approval of the Entity provided that such assigned and contracted works shall not exceed 30% of the contract price if permitted by the Special Conditions of Contract. Such waiver shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract, but the contractor shall still responsible fully for all works, actions, fault or omitting caused by the subcontractor or its personnel, as caused by the contractor or its personnel.</p>
	4-3	<p>The prior approval of the Entity is not requested for the agreements which may be made by the contractor with the others to obtain financial or in kind assistances to facilitate the performance of contract, agreement to supply certain materials or equipment necessary for the contract provided that they shall meet the specifications and from origin or companies not prohibited, or to provide full or day labors, or in case of purchasing the materials which meet the specifications stipulated in the contract, or to hand over part of works by subcontractor provided for in the contract.</p>

<b>5. Contract Documents</b>	5-1	<p>The set of documents comprising the contract shall be considered one unit and any text thereof shall be interpreted in accordance with the others texts.</p> <ul style="list-style-type: none"> <li>A. The Contract Agreement.</li> <li>B. Letter of Acceptance.</li> <li>C. The tender and any communications or documents approved before the signing of contract.</li> <li>D. The Special Conditions of Contract</li> <li>E. The General Conditions of Contract</li> <li>F. The Specifications.</li> <li>G. The Drawings.</li> <li>H. Bill of Quantities.</li> <li>I. The detailed program of work and the records of works and communications containing the agreements and any other documents or appendixes.</li> </ul>
<b>6. Governing Language</b>	6-1	<p>All Contract Documents, all correspondence and communications to be given, and Certificates of payments and work delivery shall be written in Arabic, unless otherwise provided in the Special Conditions of Contract.</p>
<b>7. Governing Law</b>	7-1	<p>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.</p>
<b>8. Retain of Drawings</b>	8-1	<p>The Engineer shall retain all drawings and design documents and shall provide the contractor with a true copy of them free. The contractor shall provide any additional copies at its own expense, and he shall also deliver a full copy of the final drawings upon completion to the Engineer.</p>
<b>9. Retain a copy of Drawings at the site</b>	9-1	<p>The contractor shall keep a full copy of drawings at the work site, and shall copy shall be available at any time to be reviewed by the Engineer or its representative or any other entity authorized in writing by the Engineer to review and use the drawings.</p>

<b>10. delay of work because of Drawings</b>	10-1	The contractor shall provide a written request to the Engineer for any detailed drawing, instructions or approval if he deemed necessary to avoid any delay in the work progress.
<b>11. delay and Cost of Drawings</b>	11-1	In case of Entity failure to issue any drawings or instructions necessary for work progress in accordance with the time schedule of works performance, pursuant to the above clause, which lead to suspension of contractor, in such case the Engineer shall take such suspension in consideration in determination of any extending to time for completion for a period equal to the delay period only.
<b>12. Supplementary Drawings and Instructions</b>	12-1	At any time during the progress of work, the Engineer may issue any supplementary drawings or instructions necessary for the execution and maintenance of works in the appropriate manner, and the contractor shall perform and comply with such drawings and instructions.
	12-2	The contractor shall prepare and furnish to the Engineer copy of any drawings or documents required under the contract 15 days prior to the commencement date specified in the program, or when required, to be reviewed and approved, and the contractor shall take action for any modification or additions required by the contractor to such drawings and documents and provide them to the Engineer to be approved prior to commence the works and shall furnish the Engineer with three additional copies of approved drawings and documents.
	12-3	The review or approve of the Engineer for any drawings or documents shall not change the contractor's responsibilities under the contract.
<b>13. The Permanent Works designed by the Contractor</b>	13-1	The contractor shall design and furnish, where required to design any permanent works, to the Engineer for review and approval any drawings, specifications and accounting records and other information the Entity deems necessary for its satisfaction of the efficiency and validity of design.
<b>14. Notices</b>	14-1	The notices between parties referred to in these conditions shall not be considered unless be in writing and received.

	14-2	Any written notices and certificates issued by the Entity or the engineer to the contractor shall be sent by post, delivered to the headquarter of contractor, delivered personally to the contractor's representative at the work site or sent to any other address provided for by the contractor for this purpose.
	14-3	The (Foreign) Contractor shall have its office at the work site or any other place inside Yemen during the period of execution of contract, and shall open its office within fifteen days of effective date. Any notice delivered personally or sent by post or facsimile shall be deemed to have been delivered to the contractor or its representative.
	14-4	Any notice shall be deemed delivered to the Entity or the Engineer if sent to their addresses stipulated in the Special Conditions of Contract during the work hours pursuant an official receipt, or if sent by courier or fax to such address.
<b>15. Change of Addresses</b>	15-1	Either party may change its address for receipt of such notices by prior written notice to the other party for the alternative address.
<b>16. Contractor's Responsibilities</b>	16-1	The contractor commits, pursuant to the contract document, to execute and maintain the works with due care and diligence and to fix any default in accordance with the provisions of contract. And to provide the labor, materials and equipment of construction including supervision and any other requirements necessary for the execution and maintenance of works.
	16-2	The Contractor shall bear the full responsibility of continuance and safe of all execution processes at the site and also for the construction methods.
	16-3	The contractor shall not establish or engage in establishing defective facilities, even such defaults caused by the land or by a permit of the Entity, which will lead to harmful defaults or partial or whole demolition. In such case, the contractor shall be responsible for the harms and the Entity will be also responsible if he knows and permits such default.
<b>17. Instructions,</b>	17-1	The contractor commits to perform all instructions by the Engineer or its representative which comply to the provisions

<b>Inspections and Tests</b>		and documents of contract and the applicable laws, regulations and resolutions.
	17-2	The Entity and the Entity's Representative or their designated representatives shall be entitled to inspect the site and/ or the accounts and records of contractor and its subcontractors related to execution of contract, and also subject such records and accounts to auditing by auditors appointed by the Entity if requested. The Contractor shall take into account that any prevent of Entity to perform such inspections and tests shall consider a prohibited practice and will result in terminating the contract.
<b>18. The Contract Agreement</b>	18-1	Upon required to sign the contract agreement, the contractor shall be ready to sign and commence of execution of contract's works in accordance with the form prepared by the Entity in addition to any amendments provided for in the Letter of Acceptance and its annexes.
<b>19. Performance Security</b>	19-1	Within 15 days of receipt of the notification of award from Entity, the successful tenderer shall furnish to the Entity a performance security under the contract conditions in the form provided in the Tender Documents and shall represent 10% of the contract price.
	19-2	The warranty period shall be from the date of signing the contract until (28) days after the date of primary receipt and issuing of primary receiving minutes free of any reservations or observations.
<b>20. Site Inspection</b>	20-1	The Entity must make available to the contractor, before submission of tenders, all available information or reports on the land nature related to hydrological conditions and the Sub-surface layers of the earth, as obtained by the Entity from the surveys related to works. The Contractor shall be responsible for self-interpretation of this information and the content of reports and documents.
	20-2	The contractor inspected the site and checking and examining the surrounding sites and all available information about, and that he had convinced himself before submitting his tender _

		<p>to the extent practicable _ for the following matters:</p> <ul style="list-style-type: none"> <li>a. The form and nature of the site, including the subsurface soil conditions;</li> <li>b. Hydrological and climatic conditions;</li> <li>c. The extent and nature of work and materials necessary for the implementation and completion of works and maintenance;</li> <li>d. Means of access to the site and facilities that may be needed.</li> </ul> <p>In all cases, assumes that the contractor has obtained all necessary information mentioned above, concerning the anticipated risks and other needs and other circumstances that may affect the presentation of any form.</p>
<b>21. Works to be as per the contract</b>	21-1	The contractor shall execute, deliver and maintain the works in accordance with the specifications, drawings and the conditions specified in the contract documents. He shall observe the instructions of engineer on any matter related to work, whether mentioned in the contract or not, the Contractor shall take instructions from the Engineer or its representative within the limits of the powers set for it.
<b>22. The Schedule of Implementation</b>	22-1	The Contractor shall prepare a program for the implementation of work showing the procedures and steps to be followed in the implementation of the work and dates of completion of various stages, also details on the machinery and equipment and temporary works, which the contractor intends to create.
	22-2	The Contractor shall commit to the implementation of the project during the period specified in the special conditions of the contract.
	22-3	The Contractor shall obtain the Engineer approval on the schedule and not have the right to modify the program without taking the approval of the engineer to do so, and if the engineer deems at any time that the rate of progress not in accordance with the approved program then the contractor



		will, at the request of Engineer, prepare an adjusted program showing the period of completion of the project approved by the Engineer.
	22-4	Approval of the engineer on the program of work does not relieve the contractor of any of its obligations and responsibilities stipulated in the conditions of the contract.
	22-5	The Contractor shall notify the governmental and private agencies, which may affect the excavation or construction works on public facilities and property, with details of the work program and coordinate with other relevant bodies to ensure the safety of such facilities and property.
	22-6	The contractor shall, within two weeks after signing a contract, provide the engineer a detailed program for its plan in execution of works for approval. Such program shall be realistic, consistent with the plan to purchase materials and supply equipment, the engineer shall take a decision of approve the program during week or request modification.
	22-7	The contractor shall, after being informed in writing of the approval of Engineer on the proposed program, strict adherence to and compliance to arrangements and the methods specified in the program, and he is not entitled to modify this program without the written approval of Engineer (which approval shall not be unreasonably withheld), except in emergency situations that arise and threaten the safety of works or safety of persons or property, the contractor could perform the work _ if and when necessary _ without the prior approval. The engineer shall also be entitled, whenever he deems it necessary, to request adjusting the arrangements and the means, while the contractor shall comply with this request.
	22-8	The Contractor shall – in addition to the mentioned program, from time to time, inform the engineer or its representative in advance details of the work that intends to implement in the next phase when requested to do so.
<b>23. Contractor's Staff</b>	23-1	The Contractor shall provide the technical and administrative

		staff required for the implementation of the works throughout the implementation period, and the contractor or its authorized representative shall be constantly at the site to provide full-time superintendence of the works. The authorized representative shall have the required qualifications and appropriate powers.
	23-2	The contractor shall commit to employ the technical and administrative staff to execute the works as described in the tender approved by the Entity and as provided in the contract documents.
	23-3	The Contractor shall, for the execution, maintenance and repairing of the Works, perform the following:
		<p>A. Provide and employ the technicians and supervisors who are competent to adequately supervise the works.</p> <p>B. Provide and employ on the Site such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract.</p>
	23-4	The Engineer shall be entitled to instruct the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution of the Works who, in the opinion of the Engineer, misconducts himself or is incompetent or negligent in the proper performance of this duties, and such person shall not again be employed on the Works without the permission of the Engineer
<b>24. Setting Out</b>	24-1	The Contractor shall be responsible for:
		<p>A. The Contractor shall be responsible for the true and proper setting-out of the Works in relation to bench marks and reference marks provided to it in writing by the Engineer.</p> <p>B. The Contractor shall be responsible for ensuring the accuracy of the position, level or alignment of the Works as above mentioned.</p> <p>C. The Contractor shall be responsible for providing all materials and labor required for the above setting out of the Works.</p>

	24-2	If, at any time during the progress of Works, any error shall appear in the position, level or alignment of the Works, the Contractor shall, at its own expense, immediately rectify such error to the reasonable satisfaction of the Engineer or the Engineer's Representative. If such error is based on incorrect data provided in writing by Engineer or the Engineer's Representative, the expense of rectifying the same shall be determined by the Engineer and shall be approved by the Entity before being notified for the Contractor.
	24.3	The auditing and reviewing of the position, level or alignment by the Engineer shall not relieve the contractor of its responsibilities towards any rectifying. The contractor shall keep and protect all the benchmarks, installation marks, pickets and others, and shall maintain the original reference marks and any coordinates of the area and any signs of measuring any consistent scores for the floor space which shall not moved or removed without the approval of Engineer in writing.
	24-4	When there are levels below or above the water associated with any measurements of any part of the works, the contractor shall record such levels before the start of works in this section as directed by the Engineer or the Engineer's representative and in its presence.
	24-5	Provide the Engineer with two copies of the recorded and reviewed levels signed by Engineer or the Engineer's representative and the contractor. Such copies shall be considered a base of measurement.
<b>25. Pits Samples</b>	25-1	The contractor shall be obliged to perform any written orders by the Engineer during the implementation period in terms of experimental pits. such orders shall be considered additional work, unless items or amounts of money are allocated in the bill of quantities for such work.
<b>26. Safety, Security and Environmental Protection</b>	26-1	The Contractor shall during the implementation and completion of the Works maintain and adherence to the following:

		<p>A. Care for the safety of all persons permitted to be at the site and maintain the site (as long as under its control) and Works (as long as under construction and not occupied by the Entity) to protect those persons from hazards;</p> <p>B. Continuously supply and provide at the site, at its own expense, all lighting, security, protection, fencing and warning signs where and when necessary, or upon the request of the engineer or any other authority, for the protection of the works, and safety of the public or others;</p> <p>C. Take all necessary precautions to protect the environment from pollution inside and outside the site, to avoid causing damage to people or damage their property or to other people as a result of pollution, noise or other, which may result from the sequence of operations carried out.</p>
	26.2	The Contractor shall comply with the instructions and publications issued by the competent authority regarding environmental protection and shall comply with the laws and standards in force in the Republic of Yemen.
<b>27. Public Services</b>	27.1	The contractor has the right to benefit, at its own expense, from public services such as electricity, water, telephone and Internet as available on site or next to it from the public nets after obtaining regulatory approval for the purpose of works. The contractor shall furnish, at its own expense, any connections and devices necessary for the use of those services and shall comply with all requirements and instructions of public authorities in this regard. In the case of the inability of the contractor to benefit from such services as real provided, the contractor shall provide, at its own expense, alternative arrangements approved by the Engineer for the providing of such required services.
<b>28. Care of Works</b>	28.1	The Contractor shall be fully responsible for the care of the Works from the date of commencement of Works until the date of primary delivery then the care shall be the Entity's responsibility.

	28.2	The Contractor shall take care of all the existing Works during the period of its responsibility in maintaining the permanent Works until the completion and handing over of the Works.
<b>29. Insurance of Works and Contractor's Equipment</b>	29.1	Taking into account the obligations and responsibilities of the contractor and the Entity, the Contractor shall insure the following:
		<p>A. All Works including equipment, materials and supplies equivalent to replacement value (cost plus a profit margin);</p> <p>B. Additional amount equivalent to 15% of the aforesaid replacement value, to cover any additional or emergency expenses to cover loss or damage including professional fees and the cost of demolition and removal of any part of the Works and remove its ruins of whatever nature;</p> <p>C. Contractor's materials, equipment and other things that had been supplied to the site equivalent to the replacement value.</p>
<b>30. Damages to Persons and Property</b>	30.1	The Contractor shall be responsible to the Entity for all losses and claims arising from a loss or damage to tangible property or personal injuries or deaths as a result of execution or maintenance of the works or as a result of the failure, and he shall compensate the other party for that, including compensation for all requirements, costs and fees resulted from the matters above mentioned, with the exception of any compensation arising from any damage caused by:
		<p>A. Any use or occupation by the Entity of the lands required for Works or any part thereof.</p> <p>B. The Entity's implementation of the Works or any part thereof in the site.</p> <p>C. Any act or omission by the Entity, its employees or other contractors working for the Entity.</p>

<b>31. Insurance Against Third Party</b>	31.1	The contractor shall, before commencing work, insure against any physical damage or loss to any of the property, including property of the Entity and shall also insure against any damage or injury suffered by any person, including the Entity's employees, for the damage caused as a result of the contract.
	31-2	The insurance contract shall be with an insurance company and under the conditions approved by the Entity, at a policy value of no less than the amount specified in the special conditions of the contract. The contractor shall provide the insurance policy or receipts for payment of premiums due to the engineer or its representative when requested to do so.
	31-3	The insurance shall cover the workers, machinery, equipment and any means of transport used by the contractor or sub-contractors for the purposes of the contract, and shall be valid until the end of the defect liability period.
<b>32. Accidents and work injuries</b>	32-1	The Entity shall not be responsible for any damages or compensation legally due to any accident or injury incurred by any worker or employee employed by a contractor or sub-contractors. The contractor shall indemnify the Entity in such cases for all damages, claims or fees and expenses arising there from.
	32-2	The Entity is not responsible for any damages or compensation payable by law on or as a result of any accident or injury incurred by any worker or any other person employed by the contractor or its sub-contractor with the exception of accidents and injuries resulting from any action by the Entity, its representative or employees. The contractor should adhere to remunerate for all such damages and compensation and all claims and litigation costs, fines, costs and expenses relating thereto of any kind, without prejudice to any of the obligations set forth in the relevant laws in force.
	32-3	The Contractor shall not be liable to the Entity for indemnifying in any of the following cases:  A. The permanent use or occupancy of land in work or any part thereof or damage to the land or crops.

		<p>B. The Entity executing of Works or any part thereof on any land.</p> <p>C. Injury or damage to persons or funds as a result of any act or omission occurring or committed, during the validity of contracting, by the Entity or its representative or other contractors (other than those employed by the contractor) or for any compensation claims, litigation costs and the amounts of compensation for damages, costs, fines and expenses on so;</p> <p>The Entity shall indemnify the contractor for any compensation claims, litigation costs, and the amounts of compensation for damages, costs, fines, and expenses in association with matters referred to in this article.</p>
<b>33. Insurance against Accidents for Workers and Employees</b>	33-1	<p>The contractor shall secure insurance on a comprehensive and ongoing basis for all workers and employees who work with him against accidents and injuries that may appear through their work; as well as securing insurance for third party.</p> <p>The contractor shall be responsible for securing insurance for workers and employees of any subcontractor working with him, unless the sub-contractor secures insurance for its workers and employees. Insurance contracts are required to be concluded by an insurance company under the conditions approved by the Entity. The contractor shall provide the insurance policy or receipts for payment of premiums when requested to do so</p>
<b>34. Treatment in Case of no Insurance by the Contractor</b>	34-1	<p>If no contractor insurance is in effect or continued under these conditions, or if the contractor fails to provide the required insurance required under a contract, then the Entity is to secure and retain the insurance and pay insurance premiums required for this purpose. The amount paid by the Entity, as well as administrative expenses, shall be deducted from any amounts due, or may be due, to the contractor or may be obtained as a debt owed by the contractor.</p>
	34-2	<p>The contractor's failure to implement the terms of insurance or</p>

		lack of insurance coverage for all risks shall not relieve the contractor from its responsibilities and obligations under the contract.
	34-3	The contractor shall notify the Entity and the insurance company on any issue or incident that requires notification under the terms and conditions of insurance policies. The contractor shall bear any losses, claims, lawsuits, costs and expenses of whatever arising from or because of any default by the contractor to respond to the above requirements.
	34.4	During the validity of insurance policies required under the contract, any amounts received under mentioned policies shall be paid to the Entity and then paid by the Entity to the contractor in such quantities and times determined by the engineer or its representative to be fair and reasonable, in accordance with the progress made by the contractor in repairing the damage or loss, as long as the loss or damage are to be repaired according to the engineer for the sake of proper functioning of the work or the implementation and maintenance of the work. If the amounts received from the insurance company are not sufficient for the purposes mentioned above, the contractor shall bear the difference.
<b>35. Compliance with Laws and Regulations</b>	35-1	The contractor shall abide to all laws, regulations and instructions issued by any official entity of legal authority, plenum or local authority regarding work affairs. The contractor shall protect and indemnify the Entity against any losses or fines resulting from violation of such laws, regulations and instructions, or orders not in conflict with the conditions of the contract.
	35-2	If the contractor is requested by any governmental or administrative unit to pay any fees which were not required from him under the terms of the contract, the engineer shall be notified in order for the fees to be paid by the Entity.
<b>36. Antiques</b>	36-1	All discoveries, money, tools, materials, constructions or waste of geological or archaeological value found in the work site shall be deemed the property of the Yemeni State and the



		contractor shall, as soon as detected or found, take all necessary precautions to preserve such antiques and not to move or destroy them.
<b>37. Patent Rights</b>	37-1	The tenderer shall indemnify the Entity against all third-party claims of infringement of patent, model, trademark rights, or any other rights protected by law and related to constructions equipments, machines, or material used in work. The tenderer shall indemnify the Entity for all compensation claims, litigation costs, and the amounts of compensation for damages, costs, fines, and expenses arising thereof regardless of nature and submitted by the engineer.
	37-2	Both, the contractor and the Entity, shall maintain the confidentiality of all information related to the work and contract and shall not disclose information to any third party. The contractor, subcontractors, suppliers of materials and equipment and any other party may be involved in the implementation of the business may not publish or distribute any articles, movies, or photos, deliver lectures or process any information concerning the work or facilities adjacent to the site.
<b>38. Traffic to and from Site</b>	38.1	Operations associated with work shall be implemented within the range allowed by the contract, so as not to impede traffic on roads or footpaths or block access to any public or private property, whether owned by the Entity work or other persons. The contractor shall protect the Entity against any damage suffered as a result of non-compliance by the contractor and shall indemnify the Entity for all claims, expenses and fees arising thereof.
	38-2	The contractor shall take necessary precautions to avoid damage to roads and bridges leading to the site because of loads of vehicles of its own or any of its subcontractors. The contractor shall choose paths, organize movement of vehicles, choose their types in order for the extraordinary traffic arising from the transfer of equipment and materials to and from the site to be restricted to narrower limits, so as not to damage any of the roads and bridges and not cause violation of traffic

		laws and regulations in force.
	38-3	The contractor shall, if obliged to carry heavy loads of materials, equipment and machinery on a public road or over the bridge, or if there was a possibility to cause damage to the road or bridge, take the approval of the competent authority in accordance with the provisions of the governing legislations and take all precautions necessary to prevent damage. The contractor shall notify the engineer or its representative of weights, dimensions and details of such loads.
	38-4	The contractor shall bear all expenses and fees for special and temporary pass permits which are needed to access the site. The contractor shall provide, at its own expense, any additional equipment needed for work beyond the boundaries of the site.
	38.5	All operations necessary to carry out work shall be to the extent specified by the requirements for implementation of contract and shall not cause undue or improper inconvenience to the public or obstruct access for the purpose of using and occupying public and private roads and corridors for access to property, whether in the possession of the Entity or in the possession of any other person. The contractor shall indemnify the Entity for all compensation claims, litigation costs, and the amounts of compensation for damages, costs, fines and expenses arising from and relating to any of such matters and to the extent that a contractor is responsible for.
39. Other Contractors	39-1	The contractor shall, in compliance with the instructions of the Engineer, provide all possible opportunities to perform the work of:  a. Any other contractor employed by the Entity or the workers for the same Entity;  b. Any legal authority assigned to carry out any work, within or near the site, whether this work is not included in the contract or was covered by any other contract signed by the Entity in respect of work.
<b>40- Maintaining the</b>	40.1	The contractor, upon completing the work, shall clean the

<b>Cleanliness of the Site</b>		site and remove all construction equipment, excess material, waste and all that does not needed to be at the site and leave it in a clean and acceptable manner for the engineer.
<b>41. Material quality workmanship and tests</b>	41.1	all the materials and workmanship shall be: A. of a good quality that mentioned in the contract in accordance with the instructions of engineer B. Be subject from time to time (as requested by the engineer) to the tests in the place of manufacture ,processing or in the site or any other place as stipulated in the contract.
	41.2	The Contractor shall provide all facilities, supplies, equipment, labor, materials and other necessary to test and measure any work, quality, quantity or material used. The contractor shall provide the sample material for testing prior to use as required by the engineer.
<b>42. Samples and tests cost</b>	42-1	The contractor shall bear the cost of sample preparation as required by the work also bears the cost of any test materials.
<b>43. Forms cost</b>	43-1	Contractor shall furnish all the models at its own expense.
<b>44. Access to the site</b>	44-1	The engineer or any other person delegated by him /her may be access at any time to the site, workshops or places that are prepared for the work or supply materials, tools, instruments or manufactured materials for the purpose of execution of the works and the contractor shall provide the necessary facilities and assistance to any of them.
<b>45. Testing works before covering</b>	45-1	Any work is not a secret and shall be sought unless the approval of the engineer. The contractor shall provide an adequate opportunity for an engineer to examine and measure any work that will be covered and to examine foundations before establishing the permanent structures. The contractor shall notify the engineer when such work or any other foundation available for inspection, and engineer shall appear for examination and measurement of such work or foundations and notify the contractor to do so.
	45-2	The engineer shall be entitled to request the contractor to re-inspect any part of the business who might have covered it without the knowledge of the engineer and the contractor shall bear all expenses arising thereof .
<b>46. Removal of works and non-conformity materials</b>	46-1	The engineer may request in writing from time to time during the work as follows: A. Removal of any materials within the specified period from the site that it is not in conformity with the specifications. B. Replacement of materials with suitable and valid materials. C. Remove any work considered by engineer does not meet the requirements of the contract in terms of materials or workmanship and re-executed properly and in spite of any previous testing or payments.
<b>47. Contractor's breaches with the instruction</b>	47.1	Entity is entitled to - if the contractor breaches to the implementation of the engineer's instructions or the representative of engineer within the specified period or during the period specified by the Entity - use other people and pay their wages for the implementation of such acts, in such a case the contractor shall bear all the costs involved,

		according to estimates prepared by the engineer after appropriate consultation with the Entity. the Entity may be deducted from any amounts due or may be payable to the contractor. The engineer should also notice the approval of the contractor and send a copy of the notice to the Entity
<b>48. Work suspension</b>	48.1	The contractor shall - on the basis of a written order issued to him by the Engineer - suspend the ongoing work or any part thereof for such time and in the manner specified by the engineer as well as the contractor shall maintain the business and provides a protection during the suspension period to a period as it deemed by engineer necessary and the suspension shall be in any of the following: A. Have been mentioned in the contract B. Due to negligence or fault of the contractor. C. Because of weather conditions on site. D. To improve the execution of the works or to maintain a safety in whole or in part. In cases whereas engineer ask to suspension without the contractor's approval, the Entity shall give an additional period to do so.
	48-2	If the work is suspended completely or partly according a written order by the engineer and no instruction by this engineer to resume work within 90 days from the date of the suspension, except that the suspension will be within "a, b, c, d" referred to in the mentioned item , the contractor may notify the engineer in writing for a permission to resume work within 28 days from the date of notification of the engineer and if the contractor's permission is not granted during the period in question , the contractor entitled to consider the suspension to that part of the business as a abolition and regarded as an abandonment of the contract by the Entity if the suspension affects the business as a whole.
<b>49. Site delivery</b>	49-1	The Entity will hand over the work site or any parts of it that may be delivered so the contractor could execute the work, depending on the program prepared for this work, or in accordance with any reasonable proposals submitted by the contractor in writing to the engineer to enable the implementation of the business.
	49-2	If the contractor have damage due to a delay in the delivery site, or caused to afford the expenses resulting from delay due to the Entity as defined in the paragraphs of this Article, the engineer shall estimate additional period to complete the work and recommend to the Entity to grant this period.
	49-3	a period of handover of the site specified with no later than two weeks from the date of signing the contract unless the process requires the delivery to the site for a longer period as is specified in the special conditions of the contract.
<b>50. Completion period ( The expected date for completion and site delivery )</b>	50-1	Taking into consideration any provisions mentioned in the contract with regard to completion of any part of the business before the overall achievement, the Contractor shall complete the work as a whole, during the time period specified in the special conditions of the contract which is calculated from the date of handing over the site to the contractor free of any obstacles or problems.
<b>51. Completion period extension (from the</b>	51-1	If the amount of additional work of that nature or to the extent that imposes an extension of completion time for the implementation of the business, or there are reasons for the

<p><b>expected date for completion )</b></p>		<p>delay under these conditions and if required by climatic conditions, special shutdown for work or special circumstances of any kind, except as resulting from failure of the contractor, and the result of those causes or circumstances, or for what is the reasonable for giving the contractor the right to ask the extension of completion time . In such cases, the contractor must notify the engineer in writing with the reasons for the request within a period not exceeding 28 days from the date of the circumstances or reasons, and he also shall provide details of any extension if required. The engineer shall investigate the matter in a timely manner, specify the duration of extension, and submit them to the Entity for approval.</p>
<p><b>52. The restriction on working hours</b></p>	<p>52-1</p>	<p>The work shall not be executed during the night or holidays specified without written permission from the engineer, except for situations where business continuity is inevitable and can not be postponed, or were necessary to save lives or to maintain the safety of the property and safety of the work itself.</p> <p>The contractor shall immediately notify the engineer in such a case, except for that work is carried out by the shifts basis.</p>
<p><b>53. Work progress</b></p>	<p>53-1</p>	<p>If the engineer understands at any time that the rate of progress of the work completely or any part thereof has become slow due to a non good reasons to the extension of the period of achievement and the engineer estimates that the execution of work will not be during the period of achievement agreed to, the engineer shall inform the contractor thereof in writing and the contractor shall take action and the steps necessary to expedite with the approval of engineer to work and complete the work within the specified or extended period. The contractor may request approval by the engineer authorizing him to work at night or during weekends. The engineer shall accept this request unless there is an acceptable reason.</p> <p>If the actions taken by the contractor to carry out its responsibilities during these times included any additional expenses incurred by the Entity over wages of the extra time, the engineer shall select thereof (after appropriate consultation with the Entity and the contractor) to be recovered by the Entity any payments due or may accrue to the contractor, the engineer shall notify the contractor with the decision with a copy thereof to the Entity</p>
<p><b>45. Fines on Delay and Payment Default</b></p>	<p>54-1</p>	<p><u>A. Calculation of delay fines:</u></p> <p>1. Should the contractor 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"> <li>• ( 1% ) of the value of items subject to fine for the first week or parts thereof.</li> <li>• ( 1.5% ) of the value of items subject to fine for the second week or parts thereof.</li> <li>• ( 2% ) of the value of items subject to fine for the third week or parts thereof.</li> </ul>

		<ul style="list-style-type: none"> <li>• (3%) of the value of items subject to fine for the fourth week or parts thereof.</li> </ul> <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>1. 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"> <li>• The absence of any legal justification for default in payment.</li> <li>• The absence of any missing documents or legal details supporting payment.</li> <li>• 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.</li> <li>• When the supplier or Contractor is not responsible for the delay in payment procedures.</li> </ul> <p>2. 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"> <li>• ( 1% ) of the value of items subject to fine for the first week or parts thereof.</li> <li>• ( 1.5% ) of the value of items subject to fine for the second week or parts thereof.</li> <li>• ( 2% ) of the value of items subject to fine for the third week or parts thereof.</li> <li>• ( 3%) of the value of items subject to fine for the fourth week or parts thereof.</li> </ul> <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>
<p><b>55.1 Initial Take-over certificate for works</b></p>	<p>55-1</p>	<p>Upon a completion of the work which shall pass any final test according to the contract, the contractor may notify the engineer in writing and request to issue a certificate initial take-over. The engineer within 14 days of receipt of the request of the contractor does the following:</p>

		<p>A. Make sure that the work had been done according to specifications, drawings, charts, and entirely completed. in such case the engineer shall notify the Entity to form a committee for examination , inspection and delivering (initial) before the end of the period specified herein</p> <p>B. If it is determined that the work is not completed, the engineer shall issues written instructions to the contractor indicating the work that shall be completed by the contractor. Any errors or defects thereof shall be repaired and is scheduled for the completion by the nature of this business.</p> <p>C. After the contractor communicated these observations and the engineer made sure that the work has become in conformity with the specifications, drawings, charts, and it is up to date completed as well as free from defects, the procedures of delivery will be processed</p> <p>D. The Contractor shall be entitled to receive a certificate recognizing the initial take-over within 28 days after the completion of business as accepted by the engineer, the inspection and delivery committee without any observations.</p>
<b>56. Partial Initial Take-over Certificate</b>	56-1	<p>Subject to the provisions in the previous item, the contractor may request the engineer to issue a certificate recognizing the initial take-over accordingly; the delivery committee shall issue a certificate of delivery as follows:</p> <p>A. Any part of the permanent works according to a separate period for achievement</p> <p>B. Any part of the permanent business which has been done and accepted by the engineer that used or occupied by the Entity.</p> <p>C. The delivery committee may issue a certificate of initial take-over for any part of work if it has been fully accomplished and passed by any test in accordance with the contract and before the work is completed.</p> <p>D. The issuance of any delivery certificate for any part thereof with regard to a permanent work prior to the completion of the whole business does not mean the delivery of the work on site or squares that were fixed, only if provided by a certificate of initial takeover that the contractor has done so.</p>
<b>57.Work Performance and Defects Liability</b>	57-1	<p>The term "defects liability period (maintenance)" wherever contained in this contract means : the calendar years calculated from the date of delivery of the initial work approved by the Committee of delivery free of any reservations, unless a longer period is specified in the special conditions of the contract. Also, if the Committee issued more than one certificate, the maintenance calculated for each part of the maintenance period from the date of the issuance of a certificate recognizing the initial take-over.</p>
	57-2	<p>Until the handover of the works completely to the Entity at the end of the period of liability for defects (maintenance) under the terms of the contract and in a sound and acceptable by the Entity - except those resulting from normal use and expected consumption - the contractor should do all the work of the amendment, reconstruction, defects repair, and other mistakes as it deemed necessary by the engineer during the period of liability for defects (maintenance) or within</p>

		14 days from the date of its termination, as a result of the detection conducted by the Entity or its representative, so the instructions issued thereof and Inspection and delivery committee shall conduct The final procedure for delivery in which will be free from any comments or reservations
	57-3	The contractor shall bear the cost of the work mentioned in the previous paragraph, at its own expense, if the reasons that led to their occurrence – according to the engineer's opinion - arising from: A. The use of materials, equipment or workmanship in a way violating the terms of the contract; B. A mistake in the design of any part of the work that the contractor is responsible thereof, or because of neglect or default by the contractor to comply with any of the obligations stated in the contract or understood implicitly.
	57-4	If the contractor failed to carry out maintenance and repairs as requested by the engineer, the Entity shall have the right to execute of such a business using other people. Therefore, the contractor shall bear all costs incurred thereof and these amounts shall be recovered from the contractor or deducted from any amounts owed to him by the Entity without prejudice to the right of Entity to claim the contractor to any compensation or other amounts in the event of insufficient so.
<b>58. Other Contractor's Commitments</b>	58-1	The Contractor shall do - in addition to its specific obligations under these Terms- : A. Supervision, inspection, follow-up and control of all phases of work, including the parts that are implemented by sub-contractors. B. Extract all the necessary licenses and approvals in respect of work; C. Remove all excess material, equipment and tools upon completion of field work and after obtaining the consent of the Entity and the necessary licenses... etc in case of discharge of such materials, equipment or tools within the Republic. D. Compliance with the rules and regulations of environmental protection and pollution control for the duration of the implementation of the business.
	58-2	The Contractor upon written request by the engineer to consider under the supervision of engineer about the reasons for any shortfall or mistakes in the work during the progress of work or during the defects liability period (maintenance) and the contractor shall bear all the expenses of detection, the necessary repairs and remove the causes.
<b>59. Change and Addition in Works</b>	59-1	Entity may amend the contract to an increase or decrease at any stage of the implementation of the contract, including 20% of the contract value at the discretion of engineer for any reason, and that requires any changes in the shape , quality, volume of business, then the engineer may ask the contractor to implement any of the works as the same items of work contracted for, provided that no more than additional work to be more than the level of the item for more than 15% of the value of the item, and the increasing will be negotiating at the price of implementation and in accordance with the prevailing market rate at the time, according to the nature and place of execution of the project after taking the approval of



		the competent Tender s committee in accordance with the provisions of the law
	59-2	Not permissible for the contractor to execute any additional work or for change only if the engineer has issued an order in writing after the adoption of value by the Entity and according to legal procedures
<b>60. Work Performance on a Daily Basis</b>	60-1	The engineer, if he considers it appropriate or necessary, is entitled to issue a written orders to carry out any additional work or make a rate on the daily basis, the entitlement to hold the contractor accountable for such acts is under the conditions specified in the daily schedule included in this contract.
	60-2	The Contractor shall submit to the engineer receipts, invoices supporting the amounts spent as well as the submission of Tender s obtained to buy materials before their orders for approval of the engineer.
	60-3	The Contractor shall, during the course of work and on the basis of the daily work, provide the engineer a daily list of the names, occupations and the duration of the work of all users in this work as well as data description, quantities of materials and equipment used in the implementation of the business after the engineer's review and approval thereof and hand the contractor a copy of them.
	60-4	The Contractor shall, at the end of each month, submit pricing statements of the labor, materials and equipment used in the execution of the works. The contractor shall not be entitled to any payments only if such data and statements completed.
<b>61. Temporary Works and Equipments</b>	61.1	All construction equipment owned or leased by the contractor and attended to the work site, as well as temporary works and materials provided on site is for the construction and completion of the work under the contract. The contractor is not also entitled to transfer, remove from the site in whole or in part, without the written consent of the engineer - no withhold consent without a good reason- .
	61.2	Material supplied to the site or any other matters referred to accepted or approved by the engineer for use in permanent business and that this does not prevent the engineer from the refusal of any such material or equipment at any time and as required under the contract.
<b>62. Site evacuation</b>	62-1	The Contractor shall , as soon as the work completion , evacuate the site from all machinery , construction equipment , and temporary works, materials , waste and any other materials in excess of its use, after the approval of the engineer.
	62-2	Entity shall not be responsible at any time with respect to any damage loss. and also not be responsible to loss occurred to equipment, temporary works or materials
<b>63. Bill of Quantities</b>	63-1	The amounts mentioned in the Bill of Quantities - is estimated quantities and shall not be considered as the actual and correct quantities for the work that shall be executed by the contractor. in the case of the Lump sum contract, the quantities considered final.
<b>64. Work Size</b>	64-1	The engineer shall identify and specify the value of the measurement for the work done and in accordance with the provisions of the contract. If he wishes to measure any part of the business, the contractor shall be notified the concerned

		one about the matter by the engineer and the contractor or its representative shall present when conducting this measurement and submitting all details required of them.
	64-2	If the contractor or its representative fails to present when conducting the measurement. The measurement thereof shall be considered as approved and the correct action for the works.
	64-3	In cases that their measurement needs to records and special schemes, the engineer shall prepare those records, charts, and schemes and shall invite the contractor by a written notice to attend within 14 days to scrutinize them or with the representative of the engineer and signed in the case of consent. If the contractor fails to attend and conduct the necessary checks, these plans and records prepared by the engineer are considered accurate and reliable and if contractor agrees to all or some of the records and charts after examination and had not been signed, it shall be valid unless the contractor present written notice of its objection to the engineer within 14 days from the date of audit showing things which claims to be groundless in such records and charts. In case of disagreement between the representative of the engineer and the contractor on measurement referred, the matter shall present to the engineer and its decision shall be final in this regard.
	64-4	Measurement shall be compared to a net work without regard to any local or general custom related to measurement
<b>65. Subcontractor</b>	65-1	The sub-contractor is jointly liable with the original contractor for all the responsibilities and obligations relating to the implementation of the work , supplied materials, services and other obligations specified in the contract
	65-2	Contractor is not obliged to comply with the request of the Entity or the engineer to use any "subcontractor."
<b>66. Identifying of Design Requirements</b>	66-1	If the required services include the preparation of designs or specifications for any part of the permanent business or for any equipment or machinery involved in such acts, such a commitment must be stated in the contract to be entered into the " subcontracting contract " expressly, stating that they the responsibility of sub-contractor is to ensure the protection of the contractor, and compensation for damages , expenses , fees of any kind whether arising from a breach of "sub-contractor."
<b>67. Payments Procedures and Issuing of progress Certificates</b>	67-1	When the Entity have the ability to in–advance payment , the value thereof shall not exceed 20% of the contract value against a unconditional and irrevocable bank guarantee issued by the Bank authorized by the Central Bank of Yemen according to the guaranteed attached with Tender document or against a valid check for the duration of the contract . in the case of the possibility of advanced payment, it shall be showed in the special conditions of the contract that will be recovered in a full before disbursement of 80% of the value of the contract in case of delay by the contractor with regard to the schedule
	67.2	the contractor will hold a responsibility for the work carried out in accordance with drawings , technical specifications , conditions, quantities and other requirements specified in the contract documents as follows:

		<p>A. (90%) as a maximum of the value of the work actually done corresponding to the conditions and technical specifications and according to the categories mentioned in the contract and the schedule under payment certificates (extractions ) signed by the technical supervision body in charge of implementation.</p> <p>B. The retained amount (10%) of the work is spent on works as follows:</p> <ol style="list-style-type: none"> <li>1. (50%) of the withheld amount after the initial take-over without any observations or reservations under the record of delivery and signed of the authorized committee as well as the contractor and approved by the head of the body.</li> <li>2. (50%) of the withheld amount after the final acceptance without any reservations or observations and after post-maintenance period (defects) under the final delivery and signed by the Committee in charge and the contractor and approved by the head of the body.</li> </ol> <p>C. Materials on site shall not be calculated as extractions on contractor for the work performed.</p> <p>D. The payment of certificates of achievement (extractions ) will be in accordance with the conditions specified in the contract that the extraction shall not be less than the value of 5% of the value of the contract which is specified in the special conditions of the contract</p>
<b>68. Correction of progress certificates ( extractions )</b>	68.1	Engineer may issue a certificate of achievement (extraction) to correct or modify any previous certificate of completion issued by the engineer. The engineer are also entitled to suspend any certificate of achievement (extract), if he deems that the work or any part thereof have not been implemented satisfactorily.
	68.2	The certificate of final delivery is the only approved document to the completion of work in accordance with the contract.
	68.3	The contract shall not be terminated only after the delivery committee issued a certificate of liability for defects (maintenance) (final delivery) and delivered to the Entity showing the work had been completed and are maintained in an acceptable manner. the Committee shall issue the certificate thereof within 28 days of the end of the period of responsibility for defects (maintenance) or the expiry of another period of extended responsibility for the defects (maintenance) of non less than one year unless provided for a longer period in the terms of the contract of the sections of the various business if they are delivered in phases or the date of at the end of the business, regardless of any delivery has been for the work or the Entity of to use them in whole or in part.
	68.4	The Entity shall not responsible against the contractor for any liability related to the implementation of the work unless the contractor submitted a claim thereof in writing before issuing the final delivery certificate {Liability for Defects (maintenance)}.
<b>69. Contractor's failure</b>	69-1	If the contractor have a bankruptcy in accordance with the law or an order was issued to seize the money or property from the competent court, or if the contract referred for the benefit

		<p>of its creditors, or has agreed to continue with the agreement under the supervision of a committee of creditors, or if the contractor goes into liquidation (except voluntary liquidation for the purposes of mergers and reconstitution), or if he waives the contract for the benefit of others without obtaining the prior consent of the Entity or if the engineer present the Entity a written report certifying that the Contractor:</p> <p>A. Has abandoned the contract.</p> <p>B. Has failed to undertake the execution of the business or work (without an acceptable excuse) for a period exceeding 28 days from the date of notifying of the engineer to resume the work.</p> <p>C. Has failed for a period of 28 days from the date of delivery of the written warning to vacate the site of the materials or the demolition and re-creating the business which was rejected by the Engineer.</p> <p>D. Despite engineer's written warnings Engineer thereof and not execution of the work in accordance with the contract or that he neglected and consistently implementing its contractual obligations.</p> <p>E. Despite the objections of the Engineer, he authorized any part of the work to the subcontractor.</p> <p>The Entity may, after warning the contractor in writing for a period of 14 days , enter to the work site and exclude the contractor for and without access to justice, or to cancel the contract and take action in accordance with the provisions of the law and its regulations, he is also entitled to complete the work by appointing another contractor qualified to complete the implementation, the contractor or the Entity is entitled to use any of the construction equipment or materials on site and related to the contractor for the implementation of the business.</p>
<b>70. Value Evaluation after Work</b>	70-1	<p>The engineer , after the entry of the Entity to the site and the exclusion of the contractor for it , shall determine the work done in any manner it deems appropriate by the engineer for reviewing and auditing to determine the amount shall be paid to the contractor of the work done in the contract</p>
	70-2	<p>the Entity is not obliged to pay any amount to the contractor at the expense of the contract only after the defects liability period (maintenance) and then after specifying of the engineer of the costs of completing the work , maintenance and damage caused by the delay in delivery if any - and any other expenses incurred by the Entity in this matter - the contractor only to be entitled the amounts approved by the engineer and payable thereof at the completion of work after deducting all the amounts mentioned above. If the total amount disbursed over the credit of contractor upon completion of the work, the contractor is liable to pay the amount of such increase, which presents the debt on the contractor and payable to the Entity. The Entity is entitled to settle any amounts owed to the contractor with the same party or taking over the equipment and sold them at auction or claiming differences by the judiciary.</p>
<b>71. The Urgent Fixing</b>	71-1	<p>If the opinion of the engineer or representative of the engineer that there is an urgent and necessary for reasons of safety work to make quick fixes to avoid the consequences of any</p>

		accident or collapse or anything else occurred for the work, during the execution of the works or during the defects liability period (maintenance), and the event that the refusal of the contractor to do this reforms or been unable to do in the case, then the Entity is entitled to undertake these reforms by workers appointed by or in any other manner it deems appropriate and as it deems by the engineer and representative of the engineer necessary, in such case the contractor shall bear the entire expenditure incurred on this work if the engineer understands that they are part of the contractor's obligations and be entitled to be paid, the Entity may deduct from any amounts due or may be payable to the contractor provided that the engineer or its representative shall notify the contractor in writing as soon as possible in the event of such emergency and urgent cases .
<b>72. Force majeure</b>	72.1	Neither party shall be considered to be in default or in breach of its 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.
	72.2	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 resulting from error, negligence , or misconduct by the force majeure party
	72.3	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 its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event.
	72.4	If the work or materials are in, near, or on the way leading to the site, exposed to any destruction or damage due to force majeure, the contractor will be entitled to pay the following: A. Any of the permanent works and materials that were destroyed or damaged by what is necessary to complete the business, the contractor's shall pay thereof on the basis of the actual cost. B. Replace or repair the damage or loss to business. C. Amounts estimated by the engineer to cover any actual expenditure incurred by the contractor for the implementation of the entire business provided that such expenses may be covered by previous payments or were compensated to the contractor from any other source. D. Any compensation accrued to the contractor under the previous paragraphs and shall be entitled to work in all cases, the recovery of any payments owed to him for any advance payment to the contractor.
<b>73.Payment Due on Contract Termination</b>	73-1	If the contract is terminated, according to the above, the Entity would shall then pay to the contractor the amounts

		<p>due to meet the work performed before the termination date and under the prices of the items listed in the contract, also shall pay in addition to the following:</p> <p>A. Amounts payable to the contractor in return any item of the preliminary work referred to in the Bill of Quantities, which undertaken by the contractor for prepared, submitted, processed as a part of work.</p> <p>B. Any additional amount payable under the provisions of the previous paragraph of these conditions.</p> <p>C. Reasonable expenses for rehiring the workers and foreign workers, that the contractor had used them for the purpose of execution of works, according to the actual situation of their presence.</p>
	73.2	<p>When making a settlement, you shall take into account what its worth to the Entity on termination of the advanced payment that was paid to the contractor for the purchase of materials, equipment or machinery, and any other amounts that the Entity may recover in accordance with the provisions of the contract at the date of termination. The engineer (after appropriate consultation with the Entity and the contractor) shall conduct an estimate of the settlement and the amounts payable, to send a notice to the contractor with a copy to the Entity.</p>
<b>74.Payment Settlement in the Case of Force Majeure</b>	74-1	<p>If a war broke out, or circumstances arise beyond the control of any of the parties- after being signed- and impossible for either for these reasons or under the law governing the contract to meet its contractual obligations, in such a case, the parties shall be released from any obligation or liability relating to the implementation of the remaining agreed work, the Entity must pay the contractor what it's due for works that was executed.</p>
<b>75 . Resolution of Disputes</b>	75-1	<p>The Entity and the contractor 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 in conformity with the provisions of the law of Tenders and bylaws thereof.</p>
	75-2	<p>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.</p>
	75-2-1	<p>Any disagreement noticed by any party referred to arbitration in accordance according to this paragraph, shall be resolved by arbitration and arbitration proceedings may be applied before or after the execution and delivery of work under this contract.</p>
	75-2-2	<p>the arbitration proceedings are in accordance with the Rules of Procedure set out in the Arbitration Act of Yemen.</p>
	75-2-3	<p>If the parties didn't reach an agreement on arbitration, the Entity may terminate the contract and entitled to the deduction of all losses incurred during the period of the dispute and that deduction will be done of the performance bond or the amounts due and the harmed party may refer to the judiciary.</p>
	75-2-4	<p>Although the referral to arbitration:</p>

		<p>A. Parties shall continue the performance of their obligations under the contract unless they agree otherwise.</p> <p>B. The Entity shall pay the amounts due to the contractor, if any, provided that the work carried out has been implemented and accepted without any comments by the Entity.</p>
<b>76. Entity's breach of the Contract</b>	76.1	<p>The cases of breach of contract by the Entity as follows :</p> <p>A. a failure to pay to the contractor the amount due thereof in accordance with any approved certificate of completion (extraction ) by the engineer within 90 days of entitlement to payment under the terms of the contract after any discounts are entitled to the Entity.</p> <p>B. Intervention to impede the ratification or rejection of any certificate of achievement (extraction) for the contractor that has been prepared in accordance with the contract, and approved by the engineer.</p> <p>C. Bankrupt or being a company which has been subject to liquidation (except for the liquidation to reconstitution or merge).</p> <p>D. Has notified the contractor that it is impossible to continue to assume its obligations under the contract for economic reasons in which are unanticipated. Therefore, the contractor is entitled to terminate the contract after notification of the Entity and giving a notice of 90 days and notify the engineer upon the expiration of 90 days and the Entity did not respond to the request of the contractor who then is entitled to withdraw all its equipment from the site.</p>
	76.2	<p>In the event of termination of the contract in accordance with the provisions of this section, the Entity's responsibility shall continue towards the contractor to fulfill its obligation and payment as if the contract had been terminated under the terms of the contract.</p>
<b>77. Price Adjustment</b>	77-1	<p>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.</p>
<b>78. Construction guarantee for the project</b>	78.1	<p>The contractor shall ensure fixing all harmful or destroyed in whole or in part with buildings or facilities, even if this arises from a defect in the ground. The imbalance is considered detrimental if that have threatened the building, its strength and its safety. The guarantee shall be extended to what is considered the norm of the safety for more than ten years. If there is no convention or agreement on safety term, it will be ten years from the time of delivery of work under the record of the committee which mentioned the free -reservations final acceptance.</p>
<b>79. Using of Explosive Materials</b>	79-1	<p>The contractor should take all measures, precautions and compliance with instructions of the engineer and the laws and regulations issued by the competent authority in all matters relating to the use of explosive materials, transport, storage and other things that may be needed in the implementation of</p>

		<p>its contractual obligations, and this shall be applied to all flammable materials or where there is risk in the use, transfer, and storage.</p> <p>The contractor should ensure the necessary permits, and conduct all communications with the various authorities and the relevant authorities before making the work of the bombing and has to comply with the instructions given to him in this regard. He shall also inform the engineer or its representative on the arrangements and actions taken on the storage, transportation of explosives and the work of the bombing. These arrangements and procedures do not release the contractor from any of the responsibilities and obligations in accordance with laws, regulations and instructions relating to explosives.</p>
<b>80. Fees and Taxes</b>	80-1	The contractor and its subcontractors are subject for all laws and tax regulations with respect to taxes and duties of central or local restrictions on their activities and their employees through the implementation of the project, and payment to the competent authorities.
<b>81. Bribes</b>	81-1	<p>Without prejudice to the right of the Entity in demurrage in accordance with the contract documents, or any other rights established against the contractor. The Entity shall be entitled to terminate the contract and confiscation of the performance guarantee (performance bond) if the contractor has used fraud or manipulation, or has attempted by a person or by the other, directly or indirectly, to bribe a staff member or collusion, and the Entity in such a situation take the following actions:</p> <p>A. contractor's work suspension.</p> <p>B. Check all the work already implemented and report on the implementation level and the damage that resulted from it.</p> <p>C. Determine the cost of work performed or supplied and the remaining work or not completed and determine the cost of damage caused by the costs resulting from the suspension of the work and the costs of the remaining work and make a settlement thereof.</p> <p>D. the cost and the value of the damages calculated then deducted from the dues of the contractor's remaining with the Entity or other government agency.</p> <p>E. Notify the Ministry of Public Works and ways and the Ministry of Finance report with a complete report thereof</p> <p>F. referred the matter to the concerned party to the black list to take legal action in accordance with the provisions of the regulation of blacklist and other relevant laws</p>
<b>82. Boycott of Ineligible Countries</b>	82.1	The contractor, 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 its 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.
<b>83. Information confidentially</b>	83-1	The tenderers shall, when the purchase of Tender documents and contractor shall, in the implementation of works, maintain the confidentiality of information. They also should not reveal any of the documents in any trade publication, technical, or anywhere else, without the prior written consent of the Entity. No use of any of the contract documents for any project or any other purpose. the contractor is not entitled to disclose , without the consent of the Entity written consent for any of the provisions of the contract or any document, any specifications , drawings , maps , information provided by the Entity or its representative in this regard to any person except a contractor's staff during their implementation of the contract the contractor is not entitled , without a prior written consent of the Entity, to use any document or information mentioned in the contract documents but for the purposes of the contract, and is entitled to publish , distribute of any articles , movies , photos , lectures , processing of any information concerning the business or facilities adjacent to the site.
<b>84. Termination by the Entity for public interest</b>	84-1	If the Entity, before the completion of execution of the works in this contract , sees reasons beyond the control of the parties, or for reasons that the continuance of work in this contract does not serve the public interest, the Entity may terminate the contract in whole or in part in any stage of the contract without the contractor's right to object to it and without giving reasons for the contractor to take the decision to terminate the contract that the Entity shall notify the contractor to terminate the contract in writing.
	84-2	If the contractor received such a notice, he should stop work as instructed by the Entity and the contractor's rights for work progress shall be settled and direct loss incurred by the contractor as a result of the termination of the contract shall be compensated under the terms of the contract.

## Section V: Special conditions of the contract

<b>From the General Conditions Article (1)</b>	Name of the Entity: .....
	Project name: .....
	Tender no. ....
	Site of the project implementation: .....
<b>From the General Conditions: Article (3)</b>	Engineer's authority and duties Engineer's name..... represented by .....
<b>From the General Conditions: Article (4)</b>	Subcontracting: .....
<b>From the General Conditions: Article (6)</b>	Language of the contract and correspondence:
<b>From the General Conditions Article (14)</b>	Notifications to the contractor are sent to the following address:.....
	The name of the contractor:.....
	Contractor's location:.....
	Tel:.....
	Mobile: .....
	Fax: .....
	P.O. Box : .....
	Notifications to the Entity or the engineer are sent to the following address:
	Name of the Entity:.....
	Name of the engineer: .....
	The Technical Department / Engineer: .....
	Tel: .....
	Mobile: .....
	Fax: .....
	P.O. Box: .....
	Email: .....
<b>From the General Conditions: Article (22)</b>	preparation of time schedule:
	The period to implement the project :
<b>From the General Conditions: Article (31)</b>	Value of the Policy: .....

<b>From the General Conditions: Article (49)</b>	The delivery period of the site: ..... Note: you must submit drawings of the work carried out
<b>From the General Conditions: Article (50)</b>	The expected date of completion of the project:
<b>From the General Conditions: Article (56)</b>	Certificate of initial take-over of the completed work
	Partial take-over: (Applicable / Not Applicable)
	Submission of drawings (for constructions as carried out):
<b>From the General Conditions: Article (57)</b>	The defects liability period (maintenance)
<b>From the General Conditions: Article (67)</b>	Advance payment :
	Payment of certificate of completion ( extraction )
	Percentage:

Please fill out the information below before signing the contract with the winning tenderer:	
<b><u>Address of Entity</u></b>	
Governorate:	
City:	
Directorate:	
Street:	
Building No.	
Telephone:	
Fax:	
Email :	
P. O. box :	
<b><u>Address of Contractor</u></b>	
Contractor's name :	
Governorate:	
City:	
Directorate:	
Street:	
Building No.	
Tel:	
Fax:	
Email:	
P.O. box:	

Entity's signature  
Date

Contractor's signature  
Date



## Qualification data

### Experience in similar works

The experience of the contractor in works of similar nature and size, during the last three years, with details of the ongoing work and existing contractual obligations and the names of people from other Entities to be contacted to affirm such information.

<b>Project Name</b>	<b>Entity's details</b>	<b>Type of work</b>	<b>Contract Price</b>	<b>Implementation Period</b>	<b>Delivery Date</b>

We, the undersigned, affirm that the above information is correct and accept responsibility for any false or misleading information received. Otherwise, the Entity is entitled to refuse our tendering, (the contractor shall attach financial reporting, with the report of the Auditor for the three last years).

Contractor's Name: .....

Contractor's Signature:.....

Date: ..../..../...200

Seal

**The Contractor's technical and administrative staff for the implementation of the project works**

Experience and qualifications of key staff to manage the site and proposed technician (project manager) to perform the contract.

The technical and administrative staff provided by the contractor to undertake the duties and responsibilities of the implementation of the project works.

<b>Name</b>	<b>Position/ Specialty</b>	<b>Qualification</b>	<b>Years of experience</b>

- We, the undersigned, undertake the following in case of being awarded the tender:
- A. to provide the administrative and technical staff with the specialties and qualifications set out above for the purpose of the project.
  - B. the technical and administrative staff will work at full time basis to the work of this project and not undertaking any other work, and be ready and prepared to work from the date of the actual performance.
  - C. Be excluded and replace any of them, if neglected in the work or been notified by the supervising engineer of the implementation as unqualified one or non-compliance with the terms of the contract.
  - D. the engineer must have 3 years experience and the experience of the controller for five years.

Contractor's Name: .....

The signing of the contractor:

Date: .../.../...200

Seal

**Equipment and Machinery**  
**Equipment and machinery supplied by the contractor to carryout work**

<b>Equipment and Machinery</b>	<b>Trade Mark</b>	<b>Manufacturing Year</b>	<b>Load</b>	<b>Number</b>	<b>Current Situation</b>

We, the undersigned, undertake the following in case the tender wining:  
A. Provision of equipment and machineries described above for the purpose of carrying out this project, and maintain them to operate efficiently.  
B. Maintain equipment and machineries within the site and not moved or removed from the site or use it for any work other than the work of this project, except with the consent of the supervising engineer in writing on the implementation of the business.

Contractor's Name: .....

Contractor Signature: .....

Date: ..../..../...20

Seal



**The evidence on the availability of financial resources required to implement the work.**

Liquid Funds: financial facilities indicating the sources and copies of attached supporting documents.

Names, addresses, telephone numbers and fax to the banks that the Entity can refer to.

Data on disputes that the tenderer is part in.

Please specify in writing in the case of no disputes.

<b>M</b>	<b>Disputed Parties</b>	<b>Entity</b>	<b>Cause of Dispute</b>	<b>Disputed Value</b>	<b>Remarks Showing the Current Situation</b>

## **Section VI: Technical Specifications**

**(The technical specifications identified in a clear way so that those interested in participation can understand them correctly and easily)**

## **Section VII: Drawings**

1. Architectural
2. Structural
3. Sanitary + Mechanical
4. Electrical
5. Any diagrams or other graphics required by the project.

Note: the drawings shall be checked according to accepted professional practices indicating the number of Drawings [write the number of Drawings .....].

**Section VIII: BOQ**

M	Works Description	Unit	Quantity	Unit Price		Total	Remarks
				Figures	Words		
				Total gross value of all tables that will be attached to the tender form			

**Note: The preparation of quantities in a clear and easy way to be read and understood so that participants can put the prices correctly.**

**Section IX: Forms**

**Tender Submission Form**

Date: \_\_\_\_\_

No.: \_\_\_\_\_

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

Having examined the Tender Documents, 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 contractor ] affirm our commitment to perform the works of the project:

.....  
..... [ Write the name of the project] according to the Tender Documents 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 specified in the tender Documents and conditions of the contract.

We undertake, if our tender is accepted to implement in accordance with technical specifications, drawings, bill of quantities, specified conditions in the tender Documents 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.

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 contractor] 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 of ..... [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 Contractor]

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 Documents. 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 terms 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 contractor] 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 contractor] 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: \_\_\_\_\_

**Quality Assurance Form**

We ..... [Name of the contractor] guarantee the safety and quality of work performed under the contract documents signed together with us on the implementation of the Tender No. ( ) for the year ..... regarding..... [Write the name of the project] and according to accepted professional instructions, from the date of examination procedures and initial take-over, and shall be committed to free-of-charge maintenance and repair of defects resulting from poor implementation of work.

The errors that are not included in the guarantee shall be the use of the project in a manner other than the accepted manner.

(Signature and Seal of the contractor or the authorized person thereof)

**Contract Agreement Form**

THIS CONTRACT AGREEMENT for.....[ Write the name of the procurement process ] is made the day .....of / / 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 contractor] ..... represented by Mr. .... in the capacity of ..... (hereinafter called "Second party")

NOW IT IS HEREBY AGREED as follows:

**Article (1)** The second party shall implement and maintain..... [write the name of the procurement process] in accordance with the technical specifications, bill of quantities, general and special conditions and requirements specified in the Tender Documents which are approved by the parties and in accordance with the instructions of the Entity, as well as repairing any defects in accordance with the conditions of the contract

**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 for amounts entitled for payment in accordance with the carried out and received works and as specified in the conditions of contract.

**Article (4)** The duration of the contract implementation shall be (..... ) from the date of site delivery to the second party.

**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.
- C. Special conditions.

D. General Conditions.

E. Technical specifications.

F. Drawings.

G. Bill of Quantities.

H. Detailed program of work, work records, correspondence that include the agreements and any other documents or annexes.

**Article (6)** A- the first party is entitled to increase or decrease the quantity of work contracted for within 20% of the contract price in the same prices specified in the bill of quantities, without the right for the second party to object or claim any indemnity for the increase or decrease.

B- the period of performance security shall be [..... ..] from the date of the initial take-over of work without any comments or reservations . The second party shall be liable for any defects during the period thereof and at its own expense. In case of delay, the first party is entitled to repair at the expense of the second party.

C- the second party shall ensure full compliance with the period of quality assurance specified in .....

**Article (7)** This contract is subject to the provisions of the Tenders, Bidding, and Government Storehouses Law and its executive regulations.

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

<b>First Party</b>	<b>Second Party</b>
Name: .....	Name : .....
Title: .....	Title : .....
Signature: .....	Signature.....
Date : / /	Date : / /
<b>Entity's Seal</b>	<b>Contractor's Seal</b>