

# **Standard Bidding Documents**

## **Procurement of Simple Works**

**August 2006**

**The Ministry of Finance**

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# **Bidding Documents for Simple Works**

## **Republic of Yemen**

**IFB No.** *[insert: IFB number]*  
**For** *Brief description of Required Works]*

**Employer** *[Insert name and address of Employer]*

## **Section I. Invitation for Bids**

## Invitation for Bids (IFB)

### Tender Advertisement no. ( ) of [Year]

The [Name of Entity] here announces its desire to invite bidders to Tender no. ( / ) for carrying out [works to be carried out]

Bidders who are interested in participating in this Tender have to submit written applications to [selling documents location] to receive Bidding Documents for an amount [amount] non-refundable.

The deadline for selling BDs will be on [dd/mm/yyyy].

Bids have to be submitted in sealed envelopes addressed to the concerned procurement and store Department in the Co Entity ( .....), mentioning the project name, Tender number and name of bidder. The following documents must also be attached to the envelope:

- 1- An unconditional Bid Security for a lump sum (*amount*) of (YR or Convertible currency.) Bank guarantee has to be valid for not less than 90 days from date of Bid Opening. Bank guarantee may be substituted with a payable cheque.
- 2- Valid tax certificate (*A foreign bidder who is not already doing business in Yemen may provide a copy of the appropriate VAT registration document from his home country.*)
- 3-Valid Insurance Certificate. (*Insurance certificate is required only from firms with employees in Yemen who are entitled to benefits from the Public Enterprise for Social Security in Yemen*)
- 4- Valid registration and classification certificate. (*In the event of an award of contract if the successful firm is not already registered it will be required to evidence registration with the concerned Entity in Yemen as a requirement for contract effectiveness.*)

In the event of an award of contract it will still be required to evidence registration with the MOIT in Yemen.”

These documents have to be submitted to the Procurement and Stores Department not later than [hh:mm] on [dd/mm/yyyy]. Bids received after the deadline for submission will be returned unopened..

Bid Opening will take place at [location] and at the same time mentioned above, in presence of bidders or their authorized representatives.

Interested Bidders can inspect bidding documents before purchasing during working hours for ----- days of this Advertisement.

## Section II. GCC

### General Conditions of Contract

#### Definitions

The following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.

<b>The Republic</b>	Republic of Yemen
<b>The Government Entity</b>	The Government of the Republic of Yemen Each ministry, corporation, agency, authority, central organization, administrative unit or fully or partially owned public enterprise conducting procumbent or contracting activities.
<b>Employer</b>	Means the person named as first party of the contract with a contractor to execute works constructions or any other authorized entity by the employer to entertain all his responsibility and obligations.
<b>Contractor</b>	The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer and will be referred to as second party. This will include contractor's personal representatives and his legal successors.
<b>Engineer</b>	Means MOPW, employer's technical department, consultant/engineering office or any other technical body appointed by the employer to carry out supervision on implementing and maintenance of works of constructions.
<b>Engineer's Representative</b>	Means an engineer assistance or observer appointed from time to time by the engineer to carry out duties mentioned in this provisions.
<b>The Works</b>	The Works are what the Contract requires the Contractor to construct, install, and hand over to the Employer, including permanent or temporary works.
<b>The Contract</b>	Means agreed documents including contract agreement, bids, GCC, SCC, specification, BOQ;s and any other exchanged agreements before signing the contract.
<b>The Contract Price</b>	The Contract Price is the price stated in the Letter of Acceptance.
<b>Equipment</b>	Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
<b>Temporary Works</b>	Temporary Works are temporary works designed, constructed, installed, and removed by the contractor that are needed for construction or installation of the works.
<b>Permanent works</b>	Permanent works are works to be implemented and maintained in accordance with agreed contract.
<b>Specification</b>	Specification means the Specification of the Works included in the

	Bid and any modification or addition made by the engineer during implementation.
<b>Drawings</b>	Drawings means drawings referred to in the contract, specification or its modifications provided or approved by the Project Manager for the execution of the Contract.
<b>Site</b>	The Site is the area and other places where the permanent and temporary works will take place as specified in the Contract. The site will be provided by the employer to execute the contract it includes any other place mentioned by the contract..
<b>The Cost</b>	Means all expenditure properly incurred or to be incurred, whether on or off the site including materials, workers, manufactory, overhead or other charges properly allocable but it does not include any allowance for profit.
<b>Days</b>	Days are calendar days and not work days.; months are calendar months
<b>Approval</b>	Approval means authorized written approval.
<b>Singular and plural</b>	Singular and plural Words importing the singular only also include the plural and vice versa where the context requires.
<b>Headings</b>	Headings The headings in these conditions shall not be deemed part thereof or be taken into consideration in the interpretation.
<b>1. Scope of Bid</b>	1.1 The Employer invites bids for the construction of Works, as described in the SCC based on the bidding documents. 1.2 SCC shall identify the system of execution (Lump sum or Measured Quantities)
<b>2. Source of Funds</b>	2.1 Details of any funding provided to cover eligible payments under the Contract in addition to that provided are given in the SCC.
<b>3. Business Ethics</b>	3.1 All Contractors have to take into consideration the Moral Principles when implementing contracts:

For the purpose of this clause, the following terms are defined as the following:

- a) "corruption" means proposing/granting/receiving or seeking to have something of value to influence the conduction of an official for the purpose of acquiring a contract or implementing a contract.
- b) "fraudulent" means misleading facts to affect the procedures of awarding a contract and competing the Purchaser. It means also the collusion among bidders (before or after bid submission) to make false and uncompetitive levels for prices and preventing Purchaser from the merits of open and free competition.

Examples of un-business Ethics:

- i. breaching honesty and uprightness standards in all transactions;
- ii. disclosing internal information or revealing confidential information before or during Contract



- implementation;
  - iii. dealing with government employees in specific arrangements to prevent fair competition;
  - iv. making grants to government employees;
  - v. inviting government employees to specific occasions;
  - vi. discussing procurement procedures with any employee outside the formal rules and procedures of procurement process;
  - vii. canceling, damaging or hiding any formal document in improper way;
  - viii. granting money or presents, giving travel chances, or making services or discounts to government employees; and
  - ix. asking any employee to breach any of the public procurement rules or procedures.
- c) Rejecting any proposal of bid award if it is proved to the Purchaser that the awarded bidder has been involved in practices such as bribe or counterfeit during competition process.
- d) If it is proved to the Purchaser, at any time, that the Supplier has practiced bribe or counterfeit during competition process, this Supplier will be declared as unqualified to participate in any tender either permanently or for a specific period and shall be penalized according to these Instructions and Tender Provisions. If required, the Supplier shall be reported to the concerned authority to put him black list.

3.2 the following penalties will be taken if it is proved that the contractor had conducted one of above un business ethics.

- 1- Rejecting any proposal of bid award if it is proved to the Purchaser that the awarded bidder has been involved in practices such as bribe or counterfeit during competition process.
- 2- If it is proved to the Purchaser, at any time, that the Supplier has practiced bribe or counterfeit during competition process, this Supplier will be declared as unqualified to participate in any tender either permanently or for a specific period and shall be penalized according to these Instructions and Tender Provisions. If required, the Supplier shall be reported to the concerned authority to put him black list.

4. **Bid and Contract Language** Arabic language is approved in the bidding documents for correspondence, payments and take-over of executed works.
5. **Applicable** Yemeni law is the applicable law

- 
- Law**
- 6. Eligible Bidders**
- 6.1 This Invitation for Bids is open to all bidders as defined in the Bidding Data after qualifying and providing the following documents:
- 1- An unconditional Bid Security for a lump sum (*amount*) of (YR or Convertible currency.) Bank guarantee has to be valid for not less than 90 days from date of Bid Opening. Bank guarantee may be substituted with a payable cheque.
  - 2- Valid tax certificate (*A foreign bidder who is not already doing business in Yemen may provide a copy of the appropriate VAT registration document from his home country.*)
  - 3- Valid Insurance Certificate. (*Insurance certificate is required only from firms with employees in Yemen who are entitled to benefits from the Public Enterprise for Social Security in Yemen*)
  - 4- Valid registration and classification certificate. (*In the event of an award of contract if the successful firm is not already registered it will be required to evidence registration with the concerned Entity in Yemen as a requirement for contract effectiveness.*)
  - 5 - Any other documents stated in the SCC
- In the event of an award of contract it will still be required to evidence registration with the MOIT in Yemen.”
- Israel is not an eligible supplier of works, goods or services
- 6.2 For qualification to award the contract, the contractor shall prove the following:
- 1- He completed at least two projects similar to the required project for amount not less than 50,000,000 YR during the last 3 years.
  - 2- The amount of all constructions projects executed during the last 3 years.
  - 3- Any information in regard to any dispute – current or during the last 3 years – that the bidder is a part and indicate the disputed amount.
- 7. Bid Prices**
- 7.1 The Bid shall be for the whole Works, based on the priced Schedules or Bills of Quantity, the Drawings, the Technical Specification and Bidding Documents Submitted by the Bidder.
- 7.2 All duties, taxes, and other levies payable by the Contractor under the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder until delivery of works.
- 7.3 The prices quoted by the Bidder shall not be subject to

adjustment during the performance of the Contract.

7.4 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the employer shall not be responsible or liable for those costs, regardless of the outcome of the bidding process.

7.5 The Bidder is required to review plans, specification and Bill of quantities and if ambiguities or uncertainty is raised on data mentioned in the documents, he must ask for clarification in writing from the employer before submitting his bid. Bidder is not allowed in any case to delete or amend any item from BOQ or technical specifications.

7.6 The Contract shall be for the whole Works, based on the priced Activity Schedule (if Lump Sum Contract) submitted by the Bidder or the Priced Bills of Quantities (if Measured Works Contract).

7.7 The contractor should make sure by himself of correctness and comprehensiveness of his bid including the prices, wages mentioned in the BOQ and wages schedule. And make sure that all these prices are enough to meet all requirements to fulfill his contractual obligations and related issues in terms of maintenance carefully.

7.8 All deletion, erosion, addition or changes should be initialed by the bidder before submission.

## **8. Inspection of Site**

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his Tender; as to documents, drawings, , the condition of the site, staff, required materials, site entrance and exit and all related information such as risks, invisible works and measures that may affect the prices

## **9. Bid Submission**

9.1 Before bid submission, bidders shall study the BDs carefully and have the right for any clarification before bid opening provided such clarification and Employer responses request should be in writing during the permitted period in SCC.

9.2 All Bidders shall offer only one bid whether in his name or in the name of a joint venture except allowing the participation as a subcontractor for less than 10% of contract value or submitting alternative if this is allowed by the SCC.

9.3 Bidder shall put the original of his bid in an inner envelope and

each copy will be put in other envelop each of which will be covered by outer envelop the inner envelopes will bear original or copy as the case maybe.

#### 9.4 Inner and outer envelopes

- a) Addressed to the employer mentioned in the SCC.
- b) Bear the name of the project and tender number stated in SCC.
- c) Write a warning not to be opened before date and time stated in bidding document.
- d) In addition to required information the inner envelop should bear bidder name and address to be returned unopened if he came late.
- e) If the outer envelop doesn't bear the above mentioned information the employer bear no responsibility for bid loosing or tampered with before bid opening.

### 10. Content of Bidding Documents

10.1 The set of bidding documents comprises the documents listed in the table below, and addenda issued:

#### Section

- 1- Invitation to Bid
- 2- General Conditions of Contract
- 3- Special condition of contract
- 4- Bid Form and qualification.
- 5- Priced Bill of Quantities
- 6- Specifications
- 7- Drawings
- 8- Form of contract.
- 9- Bid security according to the SBD attached format

### 11. Bid Validity

11.1 Bids shall remain valid for the period 60 days from bid opening unless other wise the SCC state longer period depending on the nature of the procurement.

### 12. Bid Security

12.1 The Bidder shall furnish, as part of the Bid, a Bid Security in Yemeni Rials or in a freely convertible currency, in the amount specified in the SCC.

12.2 The Bid Security shall, at the Bidder's option, be in the form of a certified banker's check or an irrevocable and unconditional bank guarantee from a reputable bank accredited by the CBY.

12.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer and will be discarded in the preliminary evaluation.

12.4 -Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "\_\_\_\_\_,"

“\_\_\_\_\_,” and “\_\_\_\_\_”.

12.5 The Bid Security of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period.

**13. Bid Opening** 13.1 The Employer will open the bids, in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in SCC.

**14. Preliminary Examination of Bids.** The purpose of preliminary examination is to identify and reject bids that are incomplete, invalid or substantially non-responsive to the bidding documents

- Meet qualification criteria
- Be properly signed and stamped;
- Meet the eligibility requirements specified in the bidding document;
- Be accompanied by valid registration and classification certificate.
- Valid tax card.
- Valid insurance card.
- Bid security according to the SBD attached format clause 12-1

**15. Correction of Errors** 15.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- (c) pricing the non-priced items: when there are items which are not priced in some bids. For Measured works contracts, where an item is unpriced it will be understood that the price of that item is included in the overall price.
- (d) Clarify any substantial correction error that may affect competitive ranking provided that such correction should not exceed 3% of the bid price before correction.
- (e) During Financial Evaluation at its final stage, Employer shall take into consideration any discounts related to multiple awarding if the procurement will be awarded to more than one Contract
- (f) all corrections made according to procedures in BDs are

binding to the bidder.

- (g) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.
- (h) If the bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in comparison with cost estimation, prevailing market prices or other bids, the unbalanced item(s) will be subject to analysis to demonstrate reasons of such deviation. The employer may require the bidder to provide necessary clarification to analyse and study such unbalanced item.
- (i) Any conditions or reservations having a monetary value will be evaluated financially for comparison purposes.
- (j) All correction made according to the SCC conditions shall be binding on the bidder.
- (k) In case that the technical and financial evaluation results in minor comments which cause the employer to have any doubts about the bidder capacity to execute the works in this case the employer has the right to increase the percentage of the performance security in a way deemed proper to him and notify the contractor accordingly in the Notification of Award.
- (l) The employer has the right to increase the performance security if he discovered through he evaluation that the bidder may not adhere to prices and specifications offered in his bid during the agreed period of execution and notify the contractor accordingly in the Notification of Award.

**16. Employer's Right to Accept any Bid and to Reject any or all Bids**

16.1 The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

**17. Award of Contract**

17.1 After completing financial and technical evaluation contract will be awarded to the responsive bidder for all qualification criteria with least cost bid.

17.2 Awarded contractor will be notified by the employer before the expiry of bid validity.

17.3 The Employer has the right to extend bid validity for additional period and the contractor has the right to accept or reject without having his security forfeited. In case of acceptance the bidder shall extent his bid validity for required additional period.

**18. Performance**

18.1 Within 15 days after receipt of the Letter of Acceptance, the

**Security**

successful Bidder shall deliver to the Employer a Performance Security in the amount not less than 10% of contract value. And shall be valid until 28 days after initial take over.

18.2 The employer has the right to call the proceedings of the performance security one the contractor default his obligation according to the contract.

18.3 The performance security shall be in one of the following forms:

- (a) an irrevocable, unconditional bank guarantee issued by a reputable bank located in Yemen or abroad licensed or accredited by CBY, acceptable to the Purchaser, in the form provided in the bidding documents; or
- (b) a cashier's or certified check issued by bank certified by CBY.

18.4 The performance security will be discharged by the Purchaser and returned to the contractor following the date of completion of the contractor's performance obligations and finalizing initial inspection and take over confirming that there are no comments on executed works.

**19. Payment**

19.1 If the purchaser has the capacity to pay advance payment, state advance payment rate which shall not exceed 20% of contract value according to unconditional bank guarantee at the same rate and according to the attached format in appendix (e) of SPF and SBDs provided that the advance payment should be off-set before 80% of contract validity is elapsed

19.2 The employer shall pay 85% of executed works after off setting the advance payment if allowed and retain 15% as retention. 5% of such shall be released and 10% shall retained until final take over.

**20. Engineer's Duties and Authority**

The Engineer shall carry out the duties specified in the Contract, or assigned by the Employer. He has the right to issue decision certificates or instructions for works according to the contract. The contractor shall adhere to that and shall respect and implement Engineer's instruction related to contract execution.

Engineer shall obtain a written approval from the employer to implement the following procedures:-

- a. Approving the assignment of any part of works.
- b. Approving additional amount of contract price.
- c. Amending any cost of any contract items.
- d. Approving additional period for work completion.
- e. Issuing variation order for works.
- f. Issuing initial and final take over minutes for the

executed works.

- 21. Assignment of Contract** The Contractor shall not assign the contract fully or any part thereof without prior consent of the Employer provided that such assignment shall not exceed %10 of contract value. Assigner and assignee shall be responsible fully on all mistakes or negligence or breach of contract by the assigns except for a charge in favour of the Contractor's bankers of any monies due or to become due under the Contract.

### **Contract Documents**

- 22. Priority of Documents** The set of documents explain each other. In case of ambiguities the engineer shall be asked to clarification upon which he shall instruct the contractor. In case of contradiction the documents shall be interpreted in the following order of priority:
- a. Contract Agreement,
  - b. Letter of Acceptance,
  - c. Contractor's Bid, Correspondences or documents accepted before signing the contract.
  - d. SCC.
  - e. GCC.
  - f. any other document as forming part of the Contract.

### **Notices**

- 23. Notice to Contractor** All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, or left at the Contractor's principle place of business or agent in site or such other address as the Contractor shall nominate for that purpose in the contract SCC.
- 24. Notice to Employer and Engineer** Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, or left at the respective addresses of employer head quarters or Engineer office mentioned in the contract SCC.
- 25. Change of Address** Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party.
- 26. One Copy of Drawings to be Kept on Site** One copy of the drawings, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized by the Engineer in writing.
- 27. Supplementary Drawings and Instructions** The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper adequate execution and completion of the Works. The Contractor shall carry out and be bound by the same. The contractor shall adhere to such drawings and instructions..



- 28. Employer Obligations:**
- 29.1 the Employer is responsible for providing the instructions regularly and frequently and for supervising the work of the contractor based on the specifications. This includes the provision of written guidance, site visits by authorized persons to ensure the quality of materials and method of construction to ensure its performance based on identified criteria.
- 29.2 Where appropriate the Employer should provide two copies of drawings, specifications and guidance to the contractor for proposed works. Deliver the site free of obstacles in 10 days of signing the contract.
- 29.3 the Engineer, or any authorized person, shall conduct a monthly meeting during which the Contractor or his authorized person shall provide the latest information including work progress and faced difficulties.
- 29.4 the Engineer shall record his issued comments/instructions during his site visit in the site visit record maintained by the Contractor who should execute such comments/instructions and correct any defects indicated by the Engineer. If the Contractor have not correct the defects as mentioned in a period of time, the first party or the Engineer has the right to cease or suspend the works and the first party shall correct such defects on the cost of the contractor without any objection from the contractor.
- 29. Contractor Obligations**
- The Contractor shall undertake the following:
- execute the works and arrange for its finalization in a certain period of time.
  - hire qualified staff to execute the works.
  - regularly supervise and monitor the performance.
  - adhere to the technical proposals issued by the supervisor including the Engineers....etc. in regard to constructions.
  - notify the Employer in writing of any mistakes or discrepancies and provide clarifications.
  - ensure the execution of the work according to the drawings and specifications within the contract value without any increase in the cost.
  - arrange for insurance against the damages of materials....etc. or workmen injury and indemnify against the third party claims or to the employee.
  - pay all taxes, or other duties imposed by the government pursuant to applicable laws under the contract.(the Employer shall deduct these taxes from the payment certificate based on the law.)
- 30. General responsibility of the contractor**
- The Contractor shall be responsible for, based on the contract, to execute and maintain the works carefully and repair any defects and provide the workmanship, construction materials including the supervision or any other requirements to execute or maintain the works.
- 31. Contract Agreement**
- The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed, in the form

- annexed to these Conditions with such modification as may be necessary.
- 32. Work to be in Accordance with Contract** Unless it is legally or physically impossible, the Contractor shall execute and complete the works and remedy ay defects therein in strict accordance with the contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his delegate) based jurisdictions stated in clause (2).
- 33. Programme to be Submitted**
- 33.1 The Contractor shall within the time stated in SCC, submit to the Engineer for his consent a programme, and timing for completion, its various stages for the execution of the Works as well as the details of in regard to the equipments, temporary works to be undertaken by the contractor.
- 33.2 The Contractor shall in two weeks of signing the contract also provide for his consent in writing a detail description of the plan which should be realistic and conform to the purchase of equipments and the Engineer should approve/amend the plan in a period of one week .
- 33.3The program must be approved by the Engineer and the Contractor will not allowed to amend the program without Engineer consent. If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion and obtaining Engineer consent.
- 33.5 Providing such approved program or its detail by the engineer will not relieve the contractor from any of his contractual duties and responsibilities.
- 33.5 After obtaining Engineer's approval on the program, the Contractor shall adhere and comply strictly to the arrangements and program tools. The Contractor has no right in any case to amend such program without written consent of the Engineer (Engineer approval must be given unless there is a reasonable justification) except in contingencies when live and buildings safety is under risk then the Contractor may execute the works- as necessary –without prior approval. At the same time, the Engineer may-when deems necessary-ask for amending arrangement order for which the contractor should adhere and comply. The Contractor, in addition to the mentioned program- from time to time notify Engineer's representatives with detail of works to be executed in next phase and when required by the Engineer.
- 33.6 The Contractor shall notify government agencies which may have its building/facilities affected by such program for coordination for the safety of public buildings.

33.7 The Contractor shall provide all technical and administrative team to execute the works according to his bid and signed contract during the execution of the Works. The Contractor, or his authorised representative approved by the Engineer, which approval may at any time be withdrawn without contractor rejection, shall give his whole time to the supervision of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Engineer.

**34. Contractor's Employees**

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the Remediating of any defects therein the following:-

- a. Such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- b. Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, and such person shall not be again allowed upon the Works without the consent of the Engineer.

**35. Setting-out**

The Contractor shall be responsible for:

- a. The accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing.
- b. The correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- c. The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

**36. Care of Works**

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the initial Taking-Over (through the take over committee) for any part, when the responsibility for the said care shall pass to the Employer, provided that If the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent. Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, then the responsibility for the care of that Section or part shall pass to the Employer, and the Contractor shall take full responsibility for the care of any outstanding Works and

- materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed.
- 37. Accident or Injury to Workmen** The Employer shall not be liable for or in respect to any damages or compensation payable to any workman or other person in the Employment of the Contractor or subcontractor, except for accidents or injuries resulted from any act or refusal to act in response to Employer instructions, agents or staff.
- The contractor shall indemnify for all damages or losses and compensate for all compensation claims, proceedings cost, penalties and other related cost whatever without prejudice of any obligations of applicable laws.
- 38. Boreholes and Exploratory Excavation** If, at any time during the execution of the Works, the Engineer requires the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be the subject of an instruction in accordance with Clause 61, unless in item or a Provisional Sum in respect of such work is included in the Bill of Quantities.
- 39. Safety, Security and Protection of the Environment** The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
- a. Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
  - b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary and required by the Engineer or by and duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
  - c. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- The contractor shall adhere to Entity publications in regard to protection of the Environment and shall conform to laws and norms currently in force in the Republic of Yemen.
- 40. Insurance of Works and Contractor's Equipment** The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure:
- a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include margin profit),
  - b) an additional sum of 15 per cent of such replacement cost, to cover any additional costs of incidental to the rectification of

loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and

- c) the Contractor's Equipments and other things brought onto the Site by the Contractor, for a, sum sufficient to provide for their replacement at the Site.

In case of partial or full damages in Works, in materials or equipments as a result of insured risks, the Contractor shall, as promptly as possible, repair such damages. Any recovered amount from insurance will be paid to the Employer who will pay the contractor in trenches according to Engineer recommendation. If insurance amount exceed the cost of repairing defects, the Contractor will receive the balance but vice-versa if insurance recovered amount is less than the cost of repairing the defects in such case the Contractor will bear in his own cost such deficit.

- 41. Notices and fees Payment** The contractor shall carry out communications, sending notices and pay any required fees and taxes to execute the works under applicable laws and based on requests by involved government body which properties or rights may affected by works of the concerned contract.
- 42. Compliance with Statutes, and Regulations** 42.1 The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the contractor shall protect the Employer against any damages or fines incurred for non-compliance by the contractor to such laws instructions.  
42.2 The Employer shall reimburse the paid amount by the contractor as mentioned in this Article if it is not required by the contract and after the approval of the Engineer.
- 43. Fossils** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall, be deemed to be the absolute property of the State. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof notify the Engineer.
- 44. Contractor to Keep Site Clear** During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.
- 45. Clearance of Site on Completion** Upon completion, Contractor shall clear away and remove from that part of the Site all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and acceptable to the Engineer.

- 46. Quality of Materials and Workmanship** All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.  
The Contractor shall provide such assistance, labour, facilities, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.  
The contractor shall bear the responsibility of the cost of preparing the samples required for the works and bear the responsibility for conducting any test for loading.
- 47. Inspection of Works** The Engineer, and any person authorised by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance .
- 48. Examination of Work before Covering up** No part of the Works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works which is about to be covered up of foundations .
- 49. Removal of Improper Work, Materials or Plant** The Engineer shall have authority to issue instructions from time to time, for:  
(a) The removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant. Not conform to the contract.  
(b) The substitution of proper and suitable materials or Plant, and  
(c) The removal and proper re-execution notwithstanding any previous test thereof or in term payment therefore, of any work which, in respect of materials, plant or workmanship.
- 50. Default of Contractor in Compliance** In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, identified by the Employer, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.
- 51. Possession of Site** Access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme.

If the Contractor suffers delay and/or incurs costs from failure on the part of the Employer to give possession, the Engineer shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled.

**52. Time for Completion**

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the SCC of the contract shall be completed, within the time stated in the for the whole of the Works or the Section calculated from the Commencement date, or such extended time

**53. Rate of Progress**

If for any reason, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion/extension.

**54. Liquidated Damages**

If one of the following events which led to the delay of the works in the time specified, the Employer shall issue his decision for proper extension as the following:

- failure of the Employer to submit a part of the site to the contractor in the date of site possession.
- instruct the Engineer to delay the issuing of drawings, specifications or instructions to execute the works in the specified time.
- the site land is in discrepancy to the expectation in large extent.
- delay in paying the dues of the contractor in accordance with payment certificate approved by the Engineer or his authorized person with out any reason.
- the Engineer delay with no reason the approval of work completion certificate.

If the contractor delay in performing his obligation within the set time in the contract, a liquidated damages will be calculated as the following:

- 1% of items subject to liquidated damages in first week or part of it.
- 1.5% of items subject to liquidated damages in second week or part of it.
- 2% of items subject to liquidated damages in the third week or part of it.
- 3% of items subject to liquidated damages in the fourth week or part of it.

If the Contractor delayed beyond that a liquidate damages of 4% for each month or part of it will be calculated taking into consideration that total of liquidated damages should not exceed 15% of contract cost.

**55. Reduction of Liquidated Damages**

If, before the Time for Completion of the whole of the Works or, any Section, and approved according to clause 57, and used by the Employer the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of

delay after the date stated in such Taking-Over Certificate, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable.

**56. Initial Taking-Over Certificate**

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer.

The Engineer shall within 14 days:

-ensure that the works have been completed in accordance with drawings and plans and free of restrictions. In this case the Engineer shall notify the Employer to create inspection and take over committee before the specified time.

- if it is discovered that the works are not completed he shall give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before issue of such Certificate.

Ensure that works have been completed according to specification drawings and this notify the employer that the required works were completed satisfactorily procedures in clauses (1) shall be implanted.

-The Contractor shall be entitled to receive Taking Over Certificate during 28 days after satisfactory completion of works.

**57. Taking Over of Sections or Parts**

Similarly, in accordance with the procedure set out in Sub-Clause 53, the Contractor may request and the taking over committee shall issue a Taking-Over Certificate in respect of:

- a) any Section in respect of which a separate Time for Completion is provided in the contract.
- b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- c) If any part of the Permanent Works has been substantially completed and has satisfactorily passed the Tests on Completion prescribed by the Contract, the Taking Over Committee may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works.
- d) Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

**58. Defects Liability Period**

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the contract which is a calendar year calculated from taking over date for works accepted by taking over committee without any reservations unless otherwise SCC stated longer period. If taking over committee issue more than one certificate, defect liability period shall be calculated starting from



issuing taking over certificate by the take over committee for each part thereof.

- 59. Cost of Remedying Defects** All work referred to in (above sub-clause) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:
- the use of materials, Plant or workmanship not in accordance with the Contract,
  - where the Contractor is responsible for the design of part of the Permanent works, any fault in such design, or
  - he neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.
- 60. Contractor's Failure to Carry Out Instructions** In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor in the concerned Entity or other Entity or Administrative unit.
- 61. Variations** The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:
- (a) Change the levels, lines, position and dimensions of any part of the Works,
  - (b) Omit any such work.
  - (c) Execute additional work of any kind necessary for the completion of the Works,
  - (d) Executing any of above mentioned works shall not effect contract effectiveness provided that such variations shall not exceed 10% of item quantity, similar to contracted items with the same prices after obtaining Tender Committee approval.
- Variation shall be carried out by the Contractor after issuing written instruction of the Engineer. Variations cost shall be approved by the Employer and competent Tender Committee before being executed.
- 62. Variations Orders must be in Writing** The Contractor may not be allowed to carry out any variations without written instruction of the Engineer thereof.
- 63. Quantities** The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor .
- 64. Work to be Measured** The Engineer, shall except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall attend and supply all particulars required

by the Engineer.

- 65. Method of Measurement** The Works shall be measured net, notwithstanding any general or local custom.
- 66. Payment Certificate** Unless otherwise the contract state other provision, certificate of payment shall be paid in monthly basis pursuant to SCC. Certificate of payment shall not be less than 5% by the Employer in 15 of submitting the application..  
-payment shall take place by the Employer to the Contractor after calculating approved works, based on items prices in the BOQ and deduct agreed amounts.
- 67. Payment of Retention Money** % 15 of the value of completed works shall be deducted by the Employer and used as retention money . Upon initial Taking Over %10 of the value of completed works shall be retained until the end of defect liability period.
- 68. Approval only by Defects Liability Certificate** Only the Defects Liability Certificate to be mentioned hereafter shall be deemed to constitute approval of the Works according to the contract.
- 69. Defects Liability Certificate** The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Taking Over Committee and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Taking Over Committee within 28 days after the expiration of the Defects Liability Period, or other defects liability periods. Regardless of any delivery of any part or complete or part usage of the Employer to the completed part.
- 70. Expiration of Employer responsibility** The Employer shall not be deemed responsible against the contractor for any consequence of the contract or related to the execution of work unless the contractor submits a written request before the issuance of defect liability certificate.
- 71. Uncompleted obligations** Although the Defects liability certificate has been issued, the Contractor and the Employer –bearing in mind above mentioned- shall be responsible both for any unexecuted contractual obligation in the date of issuing the certificate and not included in the Maintenance certificate.  
Therefore, the contract continues to be valid between the two parties until the determination of contract obligations not yet executed.
- 72. Termination of Contract.**  
-the Employer has the right to terminate the contract when the other party failed to adhere to contract terms.  
-contract breach may include the following-as an example:  
-contractor cease of works for 28 days if such stop is not mentioned in the contractor program and with out ant instruction from the Engineer.  
-the contractors declare his bankruptcy or liquidation of works.  
-if the engineer consider that not repairing any part of the work is a breach to the contract and the contractor failed to repair such defects in a time period identified by the Engineer.

- regardless of above mentioned, the Employer has the right to terminate the contract according to his desire.  
If the contract is terminated, the contractor shall stop the works immediately and deliver the site to the Employer.
- 73. Payment upon contract termination** If the contract is terminated as a result of major breach of the contract by the contractor, a committee composed for this purpose shall evaluate the executed works, with presence of the contractor or his representative, minute advance payment received by the contractor until the date of issuing this certificate and minus the percentage of unexecuted works and deduct due taxes based on the applicable law.  
-if the employer has terminated the contract by his decision, the committee shall issue a certificate indicating the cost of executed works to move the equipments from the sit, plus insurance and protecting cost of the site minus the paid advance payment received by the contractor until the issuance of this certificate and after deducting any due taxes based on the applicable laws.
- 74. Default of Contractor** If the Contractor is deemed fall involuntary, bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors or court verity to seize his property or if the Engineer certifies to the Employer, with a copy to the Contractor that:
- (a) He has terminated the Contract,
  - (b) without reasonable excuse has failed to proceed with the Works, or any Section thereof, within 28 days after receiving written notice.
  - (c) Has failed to comply with a notice issued by the Engineer to clear the site from material or demolish or reconstructing any part rejected by the Engineer with in 28 days after having received it.
  - (d) Despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract.
  - (e) Despite Engineer rejection the contractor assigned any part of the contract to subcontractor which harms the works.
  - (f) Then the employer may, after giving 14 days' notice to the Contractor, enter upon the site and the Works and terminate the employment of the contractor without thereby recourse to court or releasing the Contractor from any of his obligations or liabilities under the Contract.; or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and Materials as he or they may think proper.
- 75. Valuation at Date of** The Take over committee shall, as soon as may be practicable after any such entry and termination by the Employer and fix and identify

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- Termination** completed works deemed by any method proper by the Engineer for revision to certify due money to the contractor for completed works by the contract and value of remaining materials site.
- 76. Payment after Termination** The Employer shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and there after until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. The Employer has the right to recover such sum from due money to the contractor at Entity or at any other Government or administrative entity.
- 77. Valuation at Date of Termination** The Engineer shall, as soon as may be practicable after any such entry and termination by the Employer and fix and determine exparte certify and identify completed works deemed by any method proper by the Engineer for revision to certify due money to the contractor for completed works by the contract and value of remaining materials site.
- 78. Payment after Termination** The Employer shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and there after until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. The Employer has the right to recover such sum from due money to the contractor at Entity or at any other Government or administrative entity.
- 79. Force majeure** Force Majeure contains the following events:  
-hostile events such as declared and undeclared wars, attacks or other

- riot, unrest which are out of the control of the contractor, his agents or staff.
- atomic radiation, explosion or pressure of high voltage due to extra sound moving objects.
- the consequence of natural disaster that unpredictable by the contractor to take precautionary measures for prevention or indemnification.
- 80. free of liability due to wars and other risks** The contractor shall not be liable for confiscating performance guarantee or to pay any compensation as a result of contract termination due to default when his default or delay is due to force majeure events mentioned above.
- In case of occurrence of one of these events, the contractor shall notify the employer in writing of the occurrence of such events, and contractor shall continue executing his contractual obligations to the practical extent unless other wise the employer pay another instructions and he shall follow a reasonable alternative means to avoid deeming such events as force majeure.
- 81. Damage to Works Force Majeure** If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of Force Majeure, the Contractor shall be entitled to payment in accordance with the contract for:
- a) any permanent Works duly executed and for any materials or Plant so destroyed or damaged, or as may be necessary for the completion of the Works, its actual cost.
  - b) Replacing or rectifying such materials or Contractor's Equipment, the Engineer shall determine an addition to the Contract Price.
  - c) Due amount estimated by the Engineer to meet actual expenses paid by the contractor to execute the works completely provided that such costs were not covered under previous payments from the Employer or compensated to the contractor from any other source.
  - d) Any due compensations to the contractor pursuant to above clauses. The Employer has the right to recover any due payments to him from the contractor paid in advance.
- 82. Payment in Event of Frustration** If war or any circumstance outside the control of both parties arises after the signature of the contract which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, and the Employer shall pay the contractor his due sums against completed works.
- 83. Amicable Solution and Arbitration** If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contractor or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a

copy to the other party. No later than the 30 days after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall be final and binding upon the Employer and the contractors.

The contractor shall continue in executing his obligations with due diligences.

Both parties should seek to resolve the disputes of amicable in regard to the contract. In case no agreement reached based on above mentioned mechanism then the proper procedures shall be taken by the employer according to the contract conditions. If the contractor not satisfied with the decision of the employer then he shall refer the case to the higher level or the court.

**84. Project Construction Guarantee**

The Contractor, shall guarantee the employer against any defects, partial or full demolish of constructed buildings under the contract if even such defects or demolish is resulted from a defect in the land itself. Such defect shall be deemed severe when it threaten the safety and solidity of the building. The guarantee shall last for more than 10 years a period during which the building safety will be reviewed. If there is no agreement upon which building safety period shall be applied, 10 years shall be applicable starting from works delivery to the employer according to issued final Take Over minutes with no reservations.

**85. Using Explosives**

The contractor shall comply to all precautionary arrangements, Engineer's instructions and all laws issued by competent entity in relation to using, transporting and storing explosives in executing the contract. This provision is applied on all inflammable materials which may accompanied by dangerous consequences during usage, transport and storage thereof.

The contractor should arrange for obtaining the licences and make all required contacts with deferent relevant authorities before using the explosive. The contractor should adhere to the official instructions given to him and notify the Engineer or his representative of arrangements used in regard to explosive storage and transportation taking into consideration that this arrangement shall not waive the contractor from his obligations under the related law and regulations

**86. Income Tax and Fees**

The contactor and his subcontractor (s) shall be liable to all tax laws, regulations and instructions in regard to levied taxes on their activities and personnel during project execution and shall pay such taxes to tax authority or its branches.

**87. Bribery and Corruption**

Without prejudice Employer right to impose liquidated damages pursuant to the contract or any other right against the contractor, the appointed committee has the right to terminate the contract and forfeit performance security, if it is proved that the Contractor practiced any fraudulent, corruption action, offer by himself or other person directly or indirectly a bribe to induce any official staff to collude with the Contractor, in this case the Employer shall carry out the following:-

- Release the Contractor from the work.

- Review the completed works, issue completion report and resulted defects.
- Determine the cost of completed, supplied works and outstanding/unfinished works, identify cost of damages, suspension cost, cost of executing unfinished works and make complete calculation there upon.
- Calculate all costs including damages and deduct such sum from monies due or to become due to the Contractor with the entity or other government entity/ administrative unit.
- Report to MOPW and MOF thereon.
- Relevant entity shall review all executed works by the same Contractor in the Entity or other Administrative Unit.
- Cease dealing with contractor for one year if such default is repeated by the Contractor. MOPW shall suspend all contractor's activities, and withdraw his professional license.

- 88. Israeli Boycott** The Contractor and all his personnel shall refrain from dealing with Israeli including importing directly or indirectly of construction materials. If the Employer discover at any time during contract validity that the Contractor is breaching the provision of this clause, then the Employer has the right to terminate the contract and claim any compensation for losses may incurs as a result of such termination or breach. In such case, the Employer has the right to forfeit all contractors' due sums, assets, Materials and Temporary Works to execute, through any other appointed person, the unfinished works and make the final settlement upon completion.
- 89. Confidentiality of Information** Potential bidders upon purchasing bidding documents and Contractors during execution shall maintain the principle of confidentiality of information and prevent publishing any bidding document in any technical or commercial bulletin without prior written consent of the Employer. The contractor/ bidder has no right to use bidding documents for any other project or other purpose. The Contractor has no right to expose, without Employer consent, or unless otherwise stated in the SCC the context of the contract, its provisions, specifications, draws, plans or information provided by the Employer or his representative in this regard to any person other than contractor's staff during executing the works. The Contractor has no right, without prior written approval of the Employer, to use any document or information mentioned in bidding document to purposes other than executing the contract.
- 90. Termination of Contract for the Interest of Employer** If the Employer discover that , before completing the contracted works, uncontrolled events for both parties or circumstances raised with which the Employer believe that contract execution is not serving public interest, the Employer has the right, upon notification to the Contractor, to terminate the contract partially or completely.

Upon receiving such notification, the Contractor shall suspend the work according to Employer order. Contractor due monies shall be settled for completed works or losses incurred by termination pursuant to the contract.

**91. Safety,  
Security and  
Protection of  
the  
Environment**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a. Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary and required by the Engineer or by and duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- c. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

The contractor shall adhere to Entity publications in regard to protection of the Environment and shall conform to laws and norms currently in force in the Republic of Yemen.

**92. Legislation  
Amendment**

If legislation amendment take place after bid submission which may increase or decrease the cost of works or when the government is the responsible for increasing or decreasing the prices in the components of contracts and timing such as change in taxes, duties or petroleum products for local consumption, the remaining part of the contract will amended accordingly starting from the date of affect based on HTB guidelines provided that changes cost should not exceed 20% of contract value. Such amendment shall not incorporate any delay works behind the schedule.



## Section III. Special Conditions of Contract

**Name of Employer:**

**Project:**

**Tender:**

**Tender no.:**

**Tender Components (part/contract):**

**Employer Address**

**Ministry / Corporation/ Authority...**

**Secretariat of Capital/ Governorate...**

**Branch**

**City:**

**District:**

**Street:**

**Building No.:**

**Phone:**

**Fax:**

**E-mail:**

**P.O. Box:**

<b>GCC 1.1</b>	Description of works to be supplied: .....
<b>GCC 1.2</b>	Contract system (lump sum/quantities) or Measured Quantities----- -----
<b>GCC 2.1</b>	Source of fund: .....
<b>GCC 6.1</b>	<i>[Any other documents required]</i>
<b>GCC 9.1</b>	<b>Period for clarification</b>
<b>GCC 9.2</b>	Alternative bids.....
<b>GCC 9.3</b>	Required copies of bid.....
<b>GCC 9.4</b>	Employer address to which bids will be submitted..... Name..... Project name..... Tender number..... Place of submission.....
<b>GCC 11.1</b>	Bid validity.....
<b>GCC 12.1</b>	Bid Security: amount..... Validity.....
<b>GCC 13.1</b>	Timing and Location of Opening Bids Time: ..... Date: .....

	Location: ..... Address of submission: ..... Place of Opening: .....
<b>GCC 19.1</b>	Payment: Advance Payment: .....
<b>GCC 23</b>	Notices to the Contractor Name:.. Location:..... Phone .....Mobile..... Fax:..... P.O.Box.....
<b>GCC 24</b>	Notices to the Employer/Engineer Name:.. Location:..... Phone .....Mobile..... Fax:..... P.O.Box.....
<b>GCC 33</b>	Time in which programme of completion must be submitted
<b>GCC 52</b>	Completion period

Contractor is \_\_\_\_\_  
Address of Contractor \_\_\_\_\_  
City \_\_\_\_\_  
District \_\_\_\_\_  
Street \_\_\_\_\_  
Building \_\_\_\_\_  
Floor \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
P.O.Box \_\_\_\_\_  
Authorized Person to sign notification and contract \_\_\_\_\_  
Any other information deemed necessary by the Employer \_\_\_\_\_

**SCC: Name and Address of Employer**

Purchaser Name: -----  
Governorate: -----  
City: -----  
Street: -----  
Building Number:-----  
Phone: -----  
Fax: -----  
E-Mail: -----  
Postal Box: -----

**SCC: Name and Address of Contractor**

Contractor Name:-----  
Governorate: -----  
City: -----  
Street: -----  
Building Number:-----  
Phone: -----  
Fax: -----  
E-Mail: -----  
Postal Box: -----

**Signature of Employer**

**Signature of Contractor**

Date

Date

## Qualification forms

**Bidder's Capacity to execute the works**

The contractor shall list the details of executed projects.

Name of project	Employer	Consultant	Contract value	Excution period	Date of take Over

We, the undersigned hereby confirm that the aforesaid information is true, and we bear responsibility for wrong data mentioned above for which the Employer has the right to reject our bid (the Contractor shall attach all financial statement along with Certificate Public Accountant report for the last five years).

Contractors Name.....

Signature:.....

Date: ddd/mmm/yyyy.

Stamp

**Contractor's Technical and Administrative Teams to Carry Out the Work**

Name	Position /specialization	Qualification	Years of experience

We hereby, the undersigned, undertake, in case the contract is awarded to us, to carry out the following:-

- a) provide technical and administrative team with above mentioned qualifications and specialization to execute the project.
- b) The technical and administrative team shall work full time and they are prohibited to carry out any other work during the execution of this project and the team shall be ready to work starting from effective date of the work.
- c) We will remove and replace any personnel for negligence or if the Engineer notify us that any personnel prove negligence or breach of contract terms.
- d) Engineer experience shall not be less than three years and five years for the observer.

**Contractor Name:**

**Signature:**

**Date:**

**Equipment and Plant**  
**Equipment and plant to be provided by the contractor to execute the works**

Equipment/Plant	Trade mark	Manufacture years	Loading	Quantity	Current situation

We hereby, the undersigned, undertake, in case of awarding the contract, to carry out the following:-

- a) provide the above mentioned equipment and plant to execute the work and provide proper maintenance for adequate effective works.
- b) Maintain the equipment and the plant in the site, and ensure that it will not be moved or taken out from the site or be used for other works without prior written approval of the Engineer.

Contractor Name:

Signature:

Date:

Evidence for required budget availability to execute the works.

Liquidities: financial facilities indicating sources and attaching supporting documents.

Names, addresses and numbers of phones, faxes of banks that the Employer could refer to  
Data on judgment disputes for which the contractor is a part.

Please state in writing if there is no dispute..

<b>No</b>	<b>Dispute Parties</b>	<b>Employer</b>	<b>Reason</b>	<b>Disputed Cost</b>	<b>Remarks showing the current situation</b>
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**93. Drawings**

- 1- construction**
- 2- architectural**
- 3- Water, Sanitation and mechanics**
- 4- electricity**
- 5- any other required drawings**

Note: during the preparation of the drawings that known architectural details should be given.



**94. Bills of Quantity**

<b>Item No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total</b>	<b>Remarks</b>
<b>Total Value</b>						
<b>The Total of all Bills to be carried to the Bid Form</b>						

## **95. Technical Specification**

Specifications of item should be clearly stated separately

**96. Bid Form**

Date: \_\_\_\_\_  
Tender: \_\_\_\_\_  
Invention numbr \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged and we have no reservations of its contents, appendix and amendments, we, the undersigned, offer to execute *[description of Works]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]*with out discount mentioned in the clause 4 below.

*The discount of our bid and method of calculation is as follow.....*

The net amount of our bid is .....*[total bid amount in words and figures]*  
We ascertain that the appendix attached to this bid is integral parts of our bid.

We agree to abide by this Bid for the Bid Validity Period during ( ) starting from deadline of submission according to the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.  
Attached to our bid is an irrevocable bid security for in the format mentioned in the bidding documents in the amount .....from (bank.).

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.  
We confirm that we have only apply one bid in the tender except for alternatives(if allowed).

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*  
Authorized person.  
Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
*[in the capacity of]*

## **Security Forms**

**Bid Security (Bank Guarantee)**

TO: *[Name and Address of Employer]*

Name of Tender:..... Tender no. ( ) of *[Year]*

Gentlemen,

We, the *[Name of Bank]*, in accordance with Instructions to Bidder clause (12), agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[Name of Employer]* on his first demand without whatsoever right of objection on our part, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

This guarantee shall remain valid and in full effect for ( ) days starting on dd/mm/yyyy.

\_\_\_\_\_  
Signature and seal

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_

### Performance Security

TO: *[Name and Address of Employer]*

Name of Tender:..... Tender no. ( ) of *[Year]*

Gentlemen,

We, the *[Name of Bank]*, in accordance with GCC clause (18) for the provision of performance security, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[Name of Employer]* on his first demand without whatsoever right of objection on our part, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or the works under the Contract which may be made between *[Name of Employer]* and the Contractor, shall not in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from ( ) until the end of ( ).

\_\_\_\_\_  
Signature and seal

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_

### Bank Guarantee for Advance Payment

TO: *[Name and Address of Employer]*

Name of Contract:..... Contract no. ( ) of *[Year]*

Gentlemen,

We, the *[Name of Bank]*, in accordance with SCC, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[Name of Employer]* on his first demand without whatsoever right of objection on our part and without waiting for the first claim by the contractor, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

This guarantee shall remain valid and in full effect from the date of the advance payment under Contract until *[Name of Employer]* receives full repayment of the same amount from the Contractor.

\_\_\_\_\_  
Signature and seal

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_

## Notification of Award

Date: \ \

Mr. \_\_\_\_\_ *[name of Contractor]*

Address: \_\_\_\_\_

We would like to notify you that the Tender no.[###] for *[year]* to execute*[works]*, has been awarded to you according to your bid dated *[dd/mm/yyyy]*, with an amount *[amount of bid in figures and words]* Yemeni Rials.

Could you please provide us with Performance Security in rate of ( ) % *[amount of guarantee in figures]* of the Contract Value. The Security must be submitted not later than 15 days from the date of receiving this notification, and in accordance with the Form attached to BDs. The Security should be addressed to us, and must be irrevocable, unconditioned and valid until completing the procedures of inspection and primary handover on *[dd/mm/yyyy]*.

In case you delayed attending to sign Contract or submit Performance Security during the timing specified above, the award will be canceled and your Bid Security will be confiscated.

Procurement Manager

Financial Manager

Head of Entity

Name:

Name:

Name:

Signature:

Signature:

Signature:



## Form of Contract

This Contract (hereinafter called the "Contract") is made on [dd/mm/yyyy] between the [name of Employer] (hereinafter called the "The Employer") and on the other hand [Name of company] (hereinafter called the "Contractor").

### WHEREAS

The first party has announced works tender [description of required works] based on BOQ and specifications in the bidding documents detemeined by the first party and and has accepted by contractor

**Clause 1.** Contract cost is [numbers] [words].

**Clause 2.** Payment methods pursuant to SCC.

**Clause 3.** Completion period

- Commencing date: [dd/mm/yyyy]
- Expiry date: [dd/mm/yyyy]

The following documents are piece and parcel of this Contract:

- (a) the Notice of Award of Contract;
- (b) any correspondence took place before contract signature
- (c) the Special Conditions of Contract ;
- (d) the General Conditions of Contract ;
- (e) any other documents that are part of the contract documents

- 1- The first party has the right to increase or decrease quantity of contracted items in 20% of contract value at the same price of the contract and the second party has no right to object or claim any compensation for such increase or decrease. .
- 2- Defect liability period shall be (.....)starting from the date of receiving initial take over certificate, and the second party shall be responsible for during the period mentioned in this contract for the safety of the project and repair any defects that may occur during this period on his own account and in case of delay the first party has the right to do so on the account of the second party and responsibility.
- 3- This Contract will be subject to Procurement Law, By-law. The provisions of Procurement Law, By-law, Bidding Documents.
- 4- If disputes are arise to misinterpretation of contract its addendum , MOF is the Entity that will be responsible for interpretation.
- 5- Issued in one original and five copies.

The two parties signed the Contract on the date specified above.

For the *[name of* against all  
payments by the Employer *the*  
*Employer]*

*[authorized representative]*

*Sign / Stamp / Deliver*

For the *[name of the Contractor]*

*[authorized representative]*

A witness Name

*Sign / Stamp / Deliver*

**Completion Form****Date:****Project Name:****Site:** City/ District/ Governorate**Payment certificate No.****Contract No.****Advance Payment****Previous Certificate Payment****Date****Site Possession Date****Completion Date****Contractor Name**

<i>No</i>	<i>Item</i>	<i>Works Descri ption</i>	<i>Unit</i>	<i>Executed Quantity</i>	<i>Unit Price</i>	<i>Total</i>
<i>1</i>						
<i>2</i>						
<i>3</i>						
<i>4</i>						
<i>5</i>						
<i>6</i>						