involved, directly or through an agent, in a corrupt, fraudulent, collusive, coercive or obstructive practice during its competition on the relevant contract.
C The Buyer may impose penalties on organizations or individuals, including declaring ineligibility, whether for definite or indefinite term, if it is proved that they are involved, directly or through an agent, in a corrupt, fraudulent, collusive, coercive or obstructive practice during competition or during the execution of a Buyer-funded contract.
D The Buyer shall have the right to add to the Bidding Documents and the contracts a condition stipulating that Bidders, suppliers, contractors and advisors shall permit the Buyer or its appointed auditors to inspect or audit their accounts, registers and any documents related to the bid submission and contract execution.
3.2 In addition, the Bidder shall have acquainted with the obligations stated in
35-1 (A/3) General Conditions of Contract in this respect.
4 Eligible Bidders
4.1 The Bidder and all parties thereof may be citizens of any country according to the contracts stated in section five: eligible countries. The Bidder holding citizenship of a country shall be either a citizen thereof or have incorporated a company, registered or doing business according to provisions of laws such country.
These standards shall be applied to identify the citizenship of any subcontractor or supplier for any part of the contract, to include the services related thereto.
4.2 Bidders shall not have any conflict of interests; shall be disregarded any applicant proved to be involved in conflict of interest with a Party or another in the process of submitting the bid in each of the following events:
A If it has, or had, with relation with the contractor's company or a subsidiary thereof to offer advisory services for the purpose of setting up the design, specifications or other documents used to determine the commodities to be supplied through the documents of the Bid.
B If more than Bid is submitted to the tender, unless alternative bids, if permitted as per $13 /$ Instructions to Bidders, are submitted. In any case, this condition does not prevent contractors from submitting more than a bid.
4.3 The Bidder that has been disqualified by the Buyer as per $3 / \mathrm{Instructions}$ to Bidders, shall be disregarded on the date of awarding the contract. A list of the disregarded companies is available on the Buyer's URL mentioned in the bid data sheet. Also shall be disregarded any bidder that is disqualified, suspended or banned by the Legal Department or the Public Government Contracts Department of the Ministry of Planning and Developmental Cooperation.
4.4 Government owned organizations are eligible to participate in bidding, if they meet the two following conditions: (1) they are legally and financially independent, and (2) according to the Trade Law and State Companies Law.

العقد المعتيال أو الفساد أو التواطؤ أو التهديد خلال عملية التنافس على
توفر الشُرطان الأتيان فيها،

للمشتري الحق بمعاقبة( الأفراد او المؤسسات)، بما في ذلك
 محددة او غير محددة في حال ثُبوت تورطهم بشُكل مبانشر أو من خلال وسيط في أي من ممارسات الاحتيال أو الفساد أو التواطو أو التهديد خلال الـتنافس أو من خلال تنفيذ عقد ممول من المشترّري.

للمشتري الحق بتضمين وثائق المناقصة والعقود شرط يلز م مقدمي العططاءات والمجهزين والمقاولين والاستشثاريين بالسماح للمشترّ أو للمدققين المعينين منه في الكثّف أو تدقيق حساباتهج وسجلاتْه أواية وثائقِ متعلقة بتقديم الَّعطاء وتنفيذ العقد.

سيتم استبعاد أي متقدم يشبت تورطّه في تضارب مقدم العطاء متورطأ في تضـارب المصالح مع طرف او اخر في عملية نقديم العطاء في كل من الحالات الاتية :

إذا كان حاليا أو في السابق على علاقة بشركة، أو أحد توابعها،

 السلع التي سيجري تجهيز ها من خلال وثانانق هذا العطاء.

إذا تتدم بأكثر من عطاء واحد في هذه المناقصسة، إلا في حالة تقديم عطاءات بديلة أو مسموح بها كتللك المنصوص عليها في الي اللقرة 13 من التعليمات لمقدمي العطاء. وفي أي من هذ الانـ الأحورال لا يمنع هذا الشرط المقّاولين الثانويين من الاشتراك في أكثر من عطاء. يتّ استبعاد مقدم العطاء الذي سبق وان تم اعثبارْ فاتداً للا هلية من المشَتري بموجب المادة(3) من التعليمات المقدمي الى العطاء، في تاريخ إرساء العطاء. ان لانحة بأسماء الشر كات المسنثلة موجودة على العنوان الإلكتروني للمشُترَ المبين في
 للاهلية أو او معلقا نشاطه او ممنو عاً من التعامل من الداليانرة القانونية أو دانرة العقود العامة الحكومبة في وزارة التخطيط

المؤسسات المملوكة لللدولة تكون مو هلة للاخشتراك في العطاء، اذذا
 لمقّدم العطاء و جميع الاطراف التي بتألف منها مقدّ العطاءات ان بحملوا جنسية ايةّ دولة ر حسب ألعقود الواردة بالقسم الخامس (الدول المؤهلة) ويعتبر هقدم العطاء حاملا لجنسية دولة ما الما اذا كان مواطنا فيها او موسسا لشركة, او مسجلا وعاملا طبقأ احكام قو انين تلك الدولة.
تنطبق هذه المعايير ايضا في تحديد جنسية المقاولين
الثانويين او المجهزين لاي جزء من الّعقد بما في ذلك الخدمات المتصلة بها

يجب أل يكون لمقدم العطاء أي تضارب في المصالح، حيث

(1) مستقلة قانونيا وماليا
(2) تُعمل وفق القانون الْتجاري وقانون الشُركات العامة
4.5 The Bidders shall prove their continuous qualification to the Buyer's satisfaction, according to reasonable qualification requirement
5 Eligible Goods and Related Services
5.1 All commodities and related services in accordance to the contract funded by the Buyer shall be from the eligible countries (origins).
5.2 For the purpose of this Clause, the term "commodities" means various commodities such as raw materials, instruments, equipment, industriai facilities. Also, the term "relevant services" means services such as insurance, installation, training and primary maintenance.
5.3 The term "origin" means the country from which the commodities are extracted, produced, planted, processed or manufactured, or through manufacturing, processing or assembling produce commercial commodities that have drastically different basic properties than their components.

## B. Contents of Tender Documents

## 6 Parts of Tender Documents

6.1 Tender documents are composed of three sections containing all the sections stated hereinafter and the latter shall be read in conjunction with any annex to be issued according to Article eight/Instructions to Bidders.

## PartOne-Contracting_Procedures

- Section One : Instructions to Bidders
- Section Two: Bid Data Sheet
- Section Three: Evaluation and Prequalification Criteria
- Section Four: Bid Forms
- Section Five: Eligible Countries


## Part Two-Supply Department Requirements

- Section Six: Table of Requirements


## Part 3 Contract

- Section Seven: General Conditions of the Contract
- Section Eight: Special Conditions of the Contract
- Section Nine: Contract Forms
6.2 The announcement of the invitation issued by the Buyer is not considered part of the tender documents.
6.3 If the tender documents and its annexes are not received by the Buyer directly, the latter shall not be responsible for completeness thereof.
6.4 The Bidder shall check all the instructions, forms, terms and specifications contained in the tender documents. Failure by the Bidder to provide all the information and documents required in the tender Documents may result in rejecting the Bid.
7 Clarification of Tender Documents
7.1 When in need to clarify or interpret any of the information of the tender documents, the Bidder shall forward the same to the Buyer according to its address stated in the bid data sheet. The latter shall reply in writing to any enquiries provided that they are received ten days before the bid submission deadline of tenders with an announcement period of (15) days. The Buyer shall have the deadline to receive enquiries for those whose announcement period exceeds (15) days stated in the bid data sheet.


The Buyer shall send a copy of its reply to such enquiries to all those who received the tender documents directly therefrom, to include the description of enquiry, without stating its source. If the Buyer deems it necessary to amend the tender documents due to such enquiries, it shall conduct the same according to the procedures stated in articles (8) and (22-2).

## 8 Amendment of Tender Documents

8.1 The Buyer may amend the tender documents any time before the tender deadline, by issuing annexes thereto.
8.2 Annexes are considered part of the tender documents and shall be circulated in writing to all those who received tender documents directly from the Buyer.
8.3 The Buyer shall have the right to extend the tender deadline as per 24-2/Instructions to Bidders to give the Bidders ample time to consider the amendments stated in the Bid's annex.

## C. Preparation of Bids

## 9 Cost of Bid

9.1 The Bidder is charged with the total cost resulting from setting up and submitting its Bid. The Buyer shall not be liable for such costs regardless of the results of Bids analysis.
10 Language of the Bid
10.1 The bid and all the correspondence and the documents exchanged between the bidder and the contracting party must be prepared in the language referred to in the bid data sheet. The bidder may submit additional literature as part of his bid in another language, provided that it must be translated to the language of the bid. Hence the translation will be accepted for the purpose of interpreting the bid.

## 11 Documents Comprising the Bid

11.1 The Bid is made up of the following documents:

A Bid form and the unpriced bill of quantities used according to 12, 14, 15/Instructions to Bidders.

B Bid guarantee as per 21/Instructions to Bidders, if required.
C Written confirmation of the authorization to the Bid's signatory according to a notarized power of attorney as per 22/Instructions to Bidders.

D Information certifying the eligibility of Bidder to submit its Bid according to16/Instructions to Bidders.
E Authenticated documents certifying that all the commodities and related services offered by Bidders are from eligible origins as per 17/Instructions to Bidders.

F Authenticated documents certifying conformance of the commodities and related services to what is required in the tender documents, according to articles 18 and 39/Instructions to Bidders.
G Information certifying the Bidder's prequalification to execute the contract if the contract is awarded in its favor, according to article 19/Instructions to Bidders.
H Any other documents stated in the bid data sheet.

من الستلم وثانق المناقصة مباشُرة منه بما في ذلك وصر وصن الاستفسار دون بيان مصدره . اذا ارتاى المشتري ضرورة تعديل وثّانق المناقصة نتيجة لهذه الاستفسارات , فعأيه ان يقدم ذلكان

حسب الاجر اءات المذكررة في المادة (8) والفقترة (22-2)

$$
\begin{array}{r}
8 \\
1.8
\end{array}
$$


اللمقدمين الوقت المناسب لألَّذ التعديلات الون الواردة في الملحق بعين
الاعتبار
ج. إعداد العطاءات
كلفةّ العطاء
, ولا يعتبر المشتري مسؤولا عن هذه التكاليف بغض النظر عن نتانج تحليل العطاءات.

لفة العطاء
يجب ان يتّم اعداد العطاء وكافة المر اسلات والوثأثانق المتبادلة ببن متدم العطاء وجهة التعاقد باللغة المشار اليها في ورقة بالـة بيانات العطاء . يمكن ان يقدم مقدم العطاء أيا من المطبوعات المتصلة
 بترجمّة دقيقة لنصوصها المى لغة التُطاء ، وحبنها تعتمد الترجمة

لغرض تفسير العطاء .

وبأتّ المكونة للعطاء
يتألف العطاء من الوثانانتَ الاتية:
 بما بيتناسب مع المواد $(14,14$, 15$)$ من التعليمات لمقدمي ضنمان العطاء باء بما يتوافق مع المادة 21 من التعليمات لمتدمي العطاء، إذا طلب. التأكيد كتابة على تغويض الموّقع على العطاء بموجب وكالة مصدقَة من كاتب العـل حسب المادة 22 من تعليمات مقدمي العطاء.

البياتات الموثقة لاهلية مقدم العطاء لنقديم عطانه وفقا للمادة (16) من التُعليمات لـقتدمي العطاء.


(17) من التعليمات لمتدمي العطّاء.
 تللك اللططلوبة في وثّثانت المناقصة، وفقا للمادة ( 18 , 39) من التعليمات لمقدمي العطاء.

البيانات الموثقة لأهلية مقدم العطاء لتنفيذ العقد في حالة إرساء العطاء عليه، وفقا للمادة 19 من التعليمات لمقدمي العطاء.
أية وثيقة أخرى محددة في ورقة بيانات العطاء.

