

LETTER OF INVITATION TO TENDER

<Ministry of Finance>

Directorate of General Supplies

Al-Quds Building, 6th Floor, Al- Masyoun, Ramallah, West Bank

Our ref.: < MOH-GSD/RING/2022/113 >

Subject: Invitation to tender for < Supply of equipment and services for Cardiac Center in Alia Hospital Hebron /PALESTINE>

Dear Madam/Sir,

This is an invitation to tender for the above-mentioned supply contract. Please find enclosed the following documents, which constitute the tender dossier:

- A. Instructions to tenderers
- B. Draft contract and special conditions, including annexes
 - Draft contract
 - Special conditions
 - Annex I: general conditions
 - Annex II + III: technical specifications + technical offer (to be tailored to the specific project)
 - Annex IV: budget breakdown (model financial offer)
 - Annex V: forms
- C. Further information
 - Administrative compliance grid
 - Evaluation grid
- D. Tender form for a supply contract

Annex 1 - Declaration of honour on exclusion and selection criteria.... Form a.14

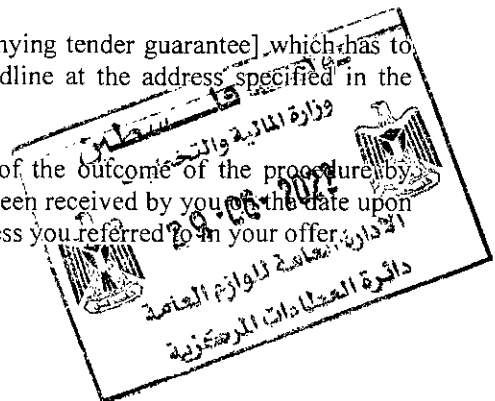
For full information about procurement procedures please consult the practical guide and its annexes, which can be downloaded from the following web page:
<http://ec.europa.eu/europeaid/prag/document.do>

We look forward to receiving your tender [and the accompanying tender guarantee] which has to be sent or hand delivered no later than the submission deadline at the address specified in the instructions to tenderers.

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

Yours sincerely,

< Naser Alkateeb >



SUPPLY CONTRACT NOTICE

Supply of equipment and services for Cardiac Center in Alia Hospital

Hebron /PALESTINE

1. Publication reference

MOH-GSD/RING/2022/113

2. Procedure

Open

3. Program title

Integrated Strengthening of the Palestinian health system

4. Financing

RING Program / AID 11229. The Financial amount available for the contract is 275,000 Euro, This amount has to be intended as starting bid. Any offer above such starting bid shall not be considered.

5. Contracting authority

Ministry of Finance (MOF)/Palestine

CONTRACT SPECIFICATIONS

6. Description of the contract

7. The aim of the contract is to strengthening the Palestinian health system in Hebron Hospital -West Bank – Palestine, Supplying the hospital with Medical equipment for cardiac operation , as a part of Cardiac center

Number and titles of lots

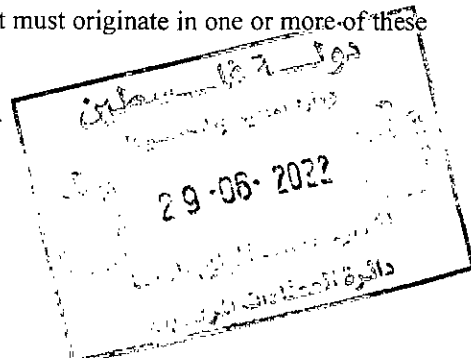
Not divided into Lots (awarding will be per each item).

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium - of tenderers) which are effectively established in Palestine and/or in neighboring DAC countries and/or in OCSE members' countries.

All supplies (goods and services) under this contract must originate in one or more of these countries.



9. Grounds for exclusion

Tenderers must submit a signed declaration, included in the Tender Form for a Supply Contract.

10. Number of tenders

Tenderers may submit only one tender. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

11. Tender guarantee

Tenderers must provide a tender guarantee of 2% of the budget available for the contract from local bank or only international banks which have a local branch available when submitting their tender. This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer upon signature of the contract by all parties. This guarantee will be called upon if the tenderer does not fulfill all obligations stated in its tender.

12. Performance guarantee

The successful tenderer will be asked to provide a performance guarantee of 10% of the amount of the contract from local bank or only international banks which have a local branch available at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the Contracting Authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

13. Information meeting and/or site visit

No information meeting is planned; site visit will be done at least 21 days before the deadline for submission of tenders, followed by information meeting at the same day.

The Contracting Authority has no obligation to provide answer to the requests for clarifications received after this date. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for submission of tenders.

14. Tender validity

Tenders must remain valid for a period of 120 days from the deadline for submission of tenders. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period (see Para 8.2 of the instructions to tenderers).

15. Period of implementation of tasks

The time limit for project completion and provisional acceptance tests is 120 calendar days by the Commencement order.



SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole unless specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors:

1) **Economic and financial capacity** of tenderer (based on i.a. item 3 of the Tender Form for a Supply Contract). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.

The selection criteria for each tenderer are as follows:

- The total turnover of the candidates/bidders in the last three years in the same sector must be at least equivalent to two (2) times the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the Contracting Authority may deem appropriate.

2) **Professional and technical capacity** of tenderer (based on i.a. items 4, 5 and 6 of the Tender Form for a Supply Contract). The reference period which will be taken into account will be the last 3 years from submission deadline.

- The tenderer must have supplied at least one similar project in the last three (3) years. Candidates/bidders shall provide a full record of the activities performed during the last three years, with certificates of good performance, execution and handover concerning the previous contracts; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the Contracting Authority may deem appropriate.

This means that the contract the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, final acceptance). In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

3) Capacity-providing entities

- An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may not be considered appropriate by the Contracting Authority are when the tenderer relies in majority on the capacities of other entities or when they rely on key criteria. If the tenderer relies on other entities it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the data for this third entity for the

Relevant selection criteria shall be included in the tender in a separate document. Proof of the capacity will also have to be provided when requested by the Contracting Authority.

- With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.
- With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly and severally liable for the performance of the contract.

17. Award criteria

Price (The lowest price that is according to specifications).

TENDERING

18. How to obtain the tender dossier

The tender dossier is available from the following internet address:-

<https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>

The tender dossier is also available from the contracting authority.

Tenders must be submitted using the standard Tender Form for a Supply Contract included in the tender dossier, whose format and instructions must be strictly observed.

Tenderers with questions regarding this tender should send them in writing to

Directorate of General Supplies, Ministry of Finance & Planning

Ministries Complex-Al Quds Building 6th floor – Al Masyoon – Ramallah – West Bank

Fax: +970 2 2987056

Email: gsd@pmof.ps

(Mentioning the publication reference Shown in item 1), **at least 21 days before the deadline for submission of tenders given below.**

The Contracting Authority has no obligation to provide answer to the requests for clarifications received after this date. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for submission of tenders. Any clarification and amendment to the tender dossier will be published within the deadline on the website of DG International Cooperation and Development.

<https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>

19. Deadline for submission of tenders

Deadline for receipt of bids: tenders must be received by the Contracting Authority to the above-mentioned address by **Tuesday 2/8 / 2022 at 12:00pm (Jerusalem local time)**.

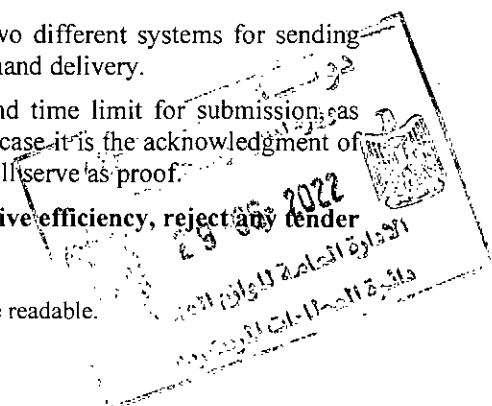
Any tender received by the Contracting Authority after this deadline will not be considered.

The tenderer's attention is drawn to the fact that there are two different systems for sending tenders: one is by post or private mail service, the other is by hand delivery.

In the first case, the tender must be sent before the date and time limit for submission, as evidenced by the postmark or deposit slip¹, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the tender which will serve as proof.

The contracting authority may, for reasons of administrative efficiency, reject any tender

¹ It is recommended to use registered mail in case the postmark would not be readable.



submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report, if accepting tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

How tenders may be submitted

Tenders must be submitted in English exclusively to the contracting authority in a sealed envelope:

- EITHER by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to :

Directorate of General Supplies, Ministry of Finance & Planning

Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank

- OR hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

Directorate of General Supplies, Ministry of Finance & Planning

**Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank
Sunday to Thursday 9:00 am to 13:30 pm**

The contract title and the Publication reference (see item 1 above) must be clearly marked on the envelope containing the tender and must always be mentioned in all subsequent correspondence with the contracting authority.

Tenders submitted by any other means will not be considered.

By submitting a tender candidates accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the tender.

20. Tender opening session

12:00 pm 2/ 8/ 2022 at the directorate of general supplies, Ministry of Finance & Planning,
Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank

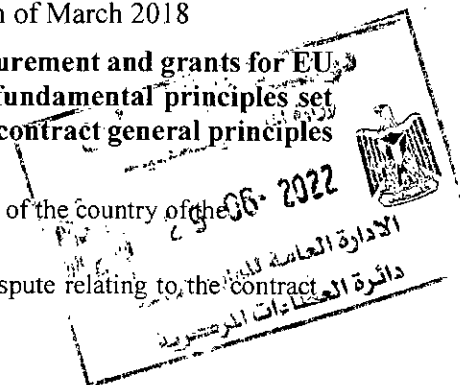
Language of the procedure

All written communications for this tender procedure and contract must be in English.

- 21. **Legal basis**
RING Program / AID 11229– Integrated Strengthening of the Palestinian Health System – (hereinafter referred as ‘RING’) was approved by the Joint Committee for Development Cooperation of the Italian Ministry of Foreign Affairs and Development Cooperation (MAECI) on the 29th of September 2017 (decree n.113). The Italian and Palestinian Governments signed the Technical Agreement on the 9th of November 2017, which entered into force on the 15th of March 2018
- 22. **The procurement procedure is ruled by the PRAG, Procurement and grants for EU external actions, a practical guide, as amended by the fundamental principles set out in the Annex VI to the contract, “Eligibility criteria, contract general principles and Ethical clauses”.**

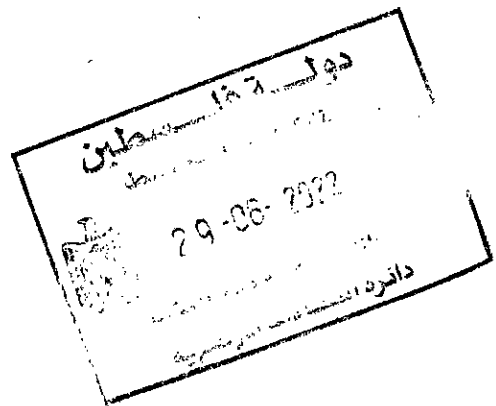
The law applicable to this contract, , and its execution is the law of the country of the Contracting Authority, which is Palestine.,

.The parties shall make every effort to settle amicably any dispute relating to the contract



which may arise between them.

Any dispute arising out of or in connection with the award of the contract, the contract and its execution shall be referred to the courts of Palestine, according to Palestinian law



A. INSTRUCTIONS TO TENDERERS

Publication Ref.:MOH-GSD /RING /2022/113

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Italian Legislative Decree on contract procedures 18.04.2016 n. 50 which is applicable to the present call.

1. Supplies to be provided

- 1.1 The subject of the contract is the supply, delivery, installation, test, training, after-sales service by the Contractor of the following goods:

ITEM NO	EQUIPMENT DESCRIPTION	QTY	UNIT PRICE Euro	TOTAL PRICE Euro
1	Intra-Aortic Balloon Pump	1		
2	Fraction Flow Reserve (FFR)	1		
3	Echocardiograph	1		
4	Wet Suction Chest Drainage Unit	10		
5	Blood/Saline Warmer	1		
Total Cost in W/O VAT			Euro	

The Supply must be delivered DDP (Delivery Duty Paid – Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>).

The time limit for project completion and provisional acceptance-tests is 120 calendar days starting from the date of the Commencement order.

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

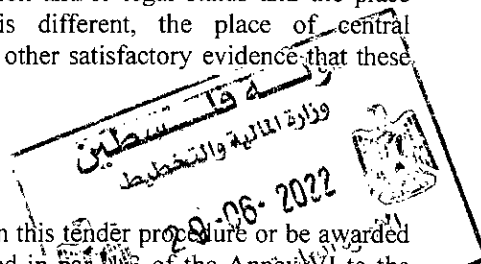
2. Timetable

	DATE	TIME *
Clarification meeting / site visit (if any)
Deadline for requesting clarifications from the Contracting Authority	<u>12/7/2022</u>	2:00 PM.
Last date on which clarifications are issued by the Contracting Authority	<u>21/7/2022</u>	2:00 PM.
Deadline for submission of tenders	2/8/2022	██████████
Tender opening session	2/8/2022	██████████
Notification of award to the successful tenderer	1/9/2022	
Signature of the contract	14/9/2022	

* All times are in the Jerusalem time zone

3. Participation

- 3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium of tenderers) which are effectively established in Palestine and/or in neighbouring DAC countries and/or in OCSE members' countries.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in sub-clauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity The tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, and every subcontractor providing more than 10% of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in par. 1.3 of the Annex VI to the Contract, or in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour¹ that they are not in any of these exclusion situations. The



¹ See PRAG Section 2.6.10.1.3 A) Instructions to Tenderers

declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force . Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the contracting authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

3.6 Origin

Unless otherwise provided in the contract or below, all supplies under this contract must originate in Palestine and/or in neighbouring DAC countries and/or in OCSE members' countries.

For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

4. Type of contract

Unit-price with itemised expenditure.

5. Currency

Tenders must be presented in **Euro (EUR)**.

Exchange rate risk or variations may not be subject to compensation whatsoever.

6. Lots

The tender procedure is not divided into lots.

The tenderer must offer the whole of the quantity or quantities indicated. Under no circumstances must tenders be considered for part of the quantities required.



7. Period of validity

- 7.1 Tenderers will be bound by their tenders for a period of 120 days from the deadline for the submission of tenders.
- 7.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without For feature of their tender guarantees, their participation in the tender procedure will be terminated.
- 7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

8. Language of tenders

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is **English**.

If any the supporting documents, excluding the tender and other mandatory documents and forms, are not in English due to a reasonable cause, a signed translation in English shall be attached and may be accepted, case by case, by the Contracting Authority.

9. Submission of tenders

- 9.1 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and must be sent by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Procedure Manager or its representative:

Directorate of General Supplies, Ministry of Finance & Planning

Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank

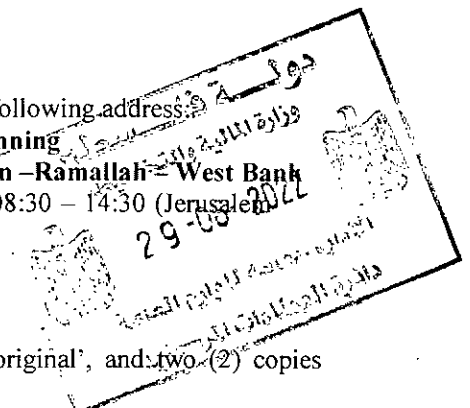
Fax: +970 2 2987056

Email: gsd@pmof.ps

If the tenders are hand delivered they should be delivered to the following address:
Directorate of General Supplies, Ministry of Finance & Planning
Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank
Office hours (excluding public holidays): Sunday – Thursday 08:30 – 14:30 (Jerusalem local time)

Tenders must comply with the following conditions:

- 9.2 All tenders must be submitted in one (1) original, marked 'original', and two (2) copies signed in the same way as the original and marked 'copy'.
- 9.3 All tenders must be received by registered letter with acknowledgement of receipt, shipped preferably by express courier in order to minimise the risk of incorrect/late/missed delivery, or hand-delivered against receipt signed by the Procedure Manager or its representative. **Tenders received after the deadline for submission of tenders will not be taken into consideration. Tenders submitted by any other means will not be considered.**



Deadline for the receipt of the submission is 2 /08 / 2022 at 12:00 p.m. (Jerusalem time).

9.4 All tenders, including annexes and all supporting documents, must be submitted as follows:

- A separated sealed envelope named "Envelope A – Administrative Compliance"
- A separated sealed envelope named "Envelope B – Technical Offer"
- A separated sealed envelope named "Envelope C – Financial Offer"

The three envelopes must be submitted in a single main sealed envelope/package bearing only:

- a) the above address;
- b) the reference codes of this tender procedure (**Publication Ref. and CIG number**);
- c) the words 'Not to be opened before the tender opening session' in the language of the tender dossier;
- d) the name of the tenderer.

Any infringement of these rules (e.g., unsealed envelopes or references to prices in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.

10. Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and with the following order of presentation, and must contain:

ENVELOPE A: ADMINISTRATIVE COMPLIANCE

To be supplied using the templates attached:

- The Tender guarantee, for the amount indicated in point 11 of the Contract notice.
- The 'Tender Form for a Supply Contract', together with its Annex 1 'Declaration of honour on exclusion criteria and selection criteria', both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium), proving:
 - *Economic and financial standing*: the total turnover of the candidates/bidders in the last three years in the same sector must be at least equivalent to two (2) times the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the Contracting Authority may deem appropriate.
 - *Professional and technical capacity*: the tenderer must have supplied at least one similar project in the last three (3) years. Candidates/bidders shall provide a full record of the activities performed during the last three years, with certificates of good performance, execution and handover concerning the previous contracts; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the Contracting Authority may deem appropriate.

This means that the contract the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, final acceptance). In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into

consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

o *Capacity-providing entities:*

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may not be considered appropriate by the Contracting Authority are when the tenderer relies in majority on the capacities of other entities or when they rely on key criteria. If the tenderer relies on other entities it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the data for this third entity for the relevant selection criteria shall be included in the tender in a separate document. Proof of the capacity will also have to be provided when requested by the Contracting Authority.

With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly and severally liable for the performance of the contract.

- The details of the bank account into which payments should be made (Financial identification form).
- The legal entity file and the supporting documents.

To be supplied in free-text format:

- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.
- Copy of the last three years balances duly certified.
- Certificate of registration in the Chamber of Commerce of the origin country, or equivalent.
- Certificates of good performance, execution and handover concerning the previous contracts.
- Statement of not being in connection whatsoever with, not being convicted for or not being under preliminary injunction due to activities related to criminal organizations and activities.
- A declaration stating that they are not in any situation listed in point 3.4.
- A declaration stating:
 - o to have or, in case of awarding, to appoint an authorized local agent, located in Palésthine, to provide local technical and commercial assistance with the same quality and conditions applicable to the Contract;
 - o to be able to provide spare parts, consumables and technical service for the equipment/services supplied according to the Contract (subject to all clauses and conditions in Instructions to Tenderers, Technical Specifications Annex, Special and General Conditions).

In the case of temporary associations of firms, a special joint-agency contract for these tenderers, with proxies to one of them appointed group leader, who will be jointly responsible with the other participants in the group to the Administration. The firms temporarily associated, being awarded for the bid proposed, shall provide the legal

documents certifying the association of the firms.

An economic operator may, where appropriate and for a particular contract, rely on the economic, financial, professional or technical capacities of other entities, regardless of the legal nature of the links, which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary, by producing an undertaking by those entities to that effect. Under the same conditions, a group of economic operators may rely on the capacities of participants in the group or of other entities.



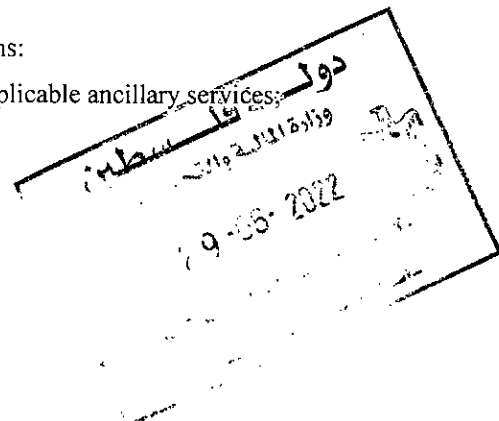
ENVELOPE B: TECHNICAL OFFER

- A Company profile including valid Quality Control Certificate ISO 9001;
- If the Tenderer should supply goods manufactured by others, the Tenderer shall submit an authorization given by the Manufacturer to sell his products and provide related services in Palestine and the relevant valid Quality Control Certificate ISO 9001 or ISO 13485;
- A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - a list of the recommended (by the Manufacturer) spare parts, maintenance kits and consumables, without prices;
 - a description of the warranty conditions over at least 5 (Five) years for items (1,2,3,4) and 3 (three) years for Item 5 , which must be in accordance with the conditions laid down in Special and General Conditions;
 - a training proposal;
 - a proposal for service interventions and for a maintenance/service contract after the warranty period, without prices.
- A certification of origin of the supplies tendered issued by the Manufacturer, or a statement by the tenderer attesting the origin. In case of award the certificate of origin by the Manufacturer shall be provided (or other proofs of origin).
- A GANTT indicating the delivery time of goods and related services (delivery, installation, test and commissioning, training and all other services).
- Any other document and information requested in this Tender Dossier and/or any documentation that the Tenderer considers important.
- An electronic version of the technical offer (document or spreadsheet), including product brochures (original documents, where applicable).

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

ENVELOPE C: FINANCIAL OFFER

- A financial offer (VAT excluded) calculated on a DDP basis for the supplies tendered, **Including itemised financial breakdown:**
 - financial proposal for supplies, itemised
 - financial proposal for training;
 - financial proposal for services (delivery, site preparation, installation, test and commissioning, etc.);
- Furthermore, the following optional items:
- financial proposal related to other applicable ancillary services;



- financial proposal for suggested spare parts, maintenance kits and consumables, with itemised price list, that will not be included in the bid price and will not entail any obligation for the Contracting Authority.
- financial proposal for maintenance and after-sales service and maintenance contract after the warranty period, that will not be included in the bid price and will not entail any obligation for the Contracting Authority.
- An electronic version of the financial offer (spreadsheet in standard file format).

Prices shall be submitted in figures and in words.

Neither the unit price, nor the overall price of spare parts and/or consumables and/or maintenance services or contract after the warranty period and/or ancillary optional services, **that should be all quoted separately**, will influence the evaluation of the tenders.

Tenderers are reminded that the maximum available budget for this contract is **275,000 EURO** (net of all duties, taxes and VAT).

Tenders exceeding the available budget will be discarded. Payment conditions should be as reported in Article 26 of the Special Conditions.

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.

11. Taxes and other charges

Custom duties and import taxes, including VAT, shall not be considered in the overall price.

Supply of goods and services has exemption from payment of local taxes, duties, custom, including VAT.

Whatever the origin of the supplies, the contract is exempt from local stamp and registration duties.

12. Additional information before the deadline for submission of tenders

Clarifications

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Directorate of General Supplies, Ministry of Finance

Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank

Fax: +970 2 2987056

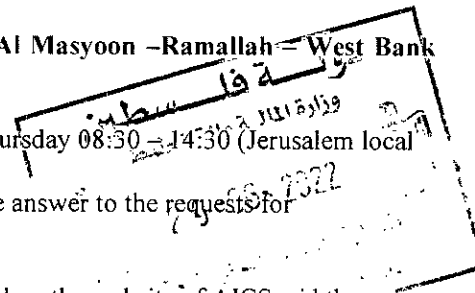
E-mail: gsd@pmof.ps

Office hours (excluding public holidays): Sunday – Thursday 08:30 – 14:30 (Jerusalem local time)

The Contracting Authority has no obligation to provide answer to the requests for clarifications received after this date.

Any clarification of the tender dossier will be published on the website of AICS and the Contracting Authority, at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or the European Commission during the tender period may be excluded from the tender procedure.



13. Clarification meeting / site visit.

14.1. No site visits or clarification meetings are foreseen.

14. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

15. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

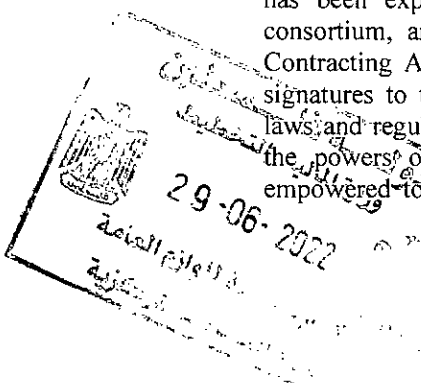
16. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

17. Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or



consortium. Each member of such joint venture or consortium must provide the proof required under point 11 as if it, itself, were the tenderer.

18. Opening of tenders

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been provided, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on 2/08 / 2022 at 12:00 pm., at the Directorate of General Supplies, Ministry of Finance, **Ministries Complex-Al Quds Building 6th floor – Al Masyoon –Ramallah – West Bank**, by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

19. Evaluation of tenders

- 20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant. .

The minimum qualifications required (see selection criteria in Contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by as specified in the tender dossier.

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender, within a reasonable time limit to be fixed by the evaluation committee. Such individual requests for clarifications and the answers must be in writings and using the means of communication (medium) chosen by the Committee, e.g. email or mail. No change in the substance of the tender may be sought, offered or permitted. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

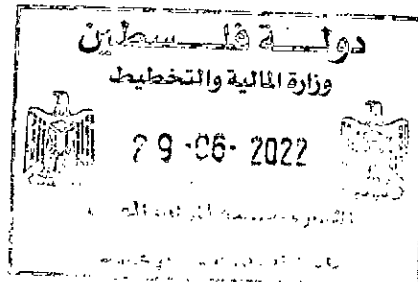
- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but; to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.



20. Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed.

21. Signature of the contract and performance guarantee

- 22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.
- For contracts with a value of less than EUR 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.
- 22.2 Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.
- The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.
- 22.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.
- Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice shall be submitted. (See further Section 2.6.11. of the practical guide).
- By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.
- 22.4 The contracting authority reserves the right to vary quantities specified in the tender by +/- 5 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 5 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.5 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.
- 22.7 The performance guarantee referred to in the general conditions is set at 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service.

22. Tender guarantee

The tender guarantee referred to in Article 11 above is set at 2% of the total amount of the available budget, as indicated in point 11 of the Contract Notice, and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 40 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

23. Ethics clauses

24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation and sexual abuse:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award

procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

24. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

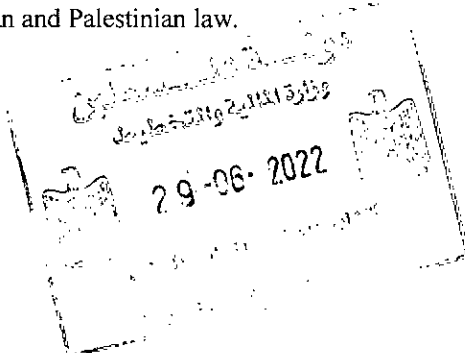
25. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint before the Palestinian courts, as indicated in Special and General Conditions. This contract shall be governed by the law of the country of the Contracting Authority, which is Palestine.

The law applicable during the contract validity shall be the law of the country of the Contracting Authority, which is Palestine,

The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.

Any dispute arising out of or in connection with the award of the contract, the contract and its execution shall be referred to the courts of Palestine as appropriate according to the applicable Italian and Palestinian law.



**B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES**



DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <MOH/GSD/RING/2022/113>

FINANCED FROM THE ITALIAN GRANT – RING PROGRAM

The Ministry of Finance and Planning
Ramallah, West Bank

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:



¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

PROJECT

RING Project – AID n. 11229 “Integrated Strengthening of the Palestinian health system”

CONTRACT TITLE

“Supply of equipment and services for Cardiac Center in Alia Hospital
Hebron /PALESTINE”

Identification number **MOH-GSD/RING/2022/113**

Article 1 Subject

- 1.1 The subject of the contract shall be the supply, delivery, unloading, installation, commissioning, maintenance, after-sales service of the following supplies:

ITEM NO	EQUIPMENT DESCRIPTION	QTY
1	Intra-Aortic Balloon Pump	1
2	Fraction Flow Reserve (FFR)	1
3	Echocardiograph	1
4	Wet Suction Chest Drainage Unit	10
5	Blood/Saline Warmer	1

The place of acceptance of the supplies shall be in Alia Hospital- Hebron - West Bank as specified in Annex II, the time limits for delivery shall be 120 calendar days and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run from the latest date of contract signature by all parties to the date for provisional acceptance.

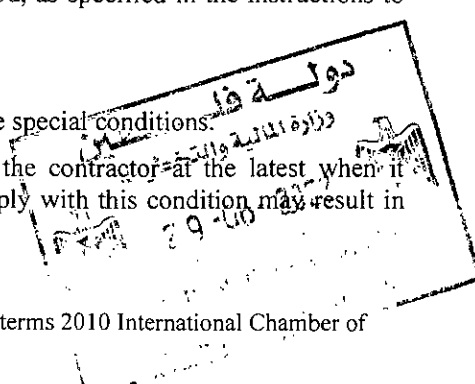
- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.
- 1.3 The supplies which form the subject of the contract must be accompanied by the work, spare parts described by the contractor in its tender, and by the accessories and other items necessary for using the goods over the warranty period, as specified in the instructions to tenderers.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

⁴ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>



Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be EUR.
- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- The contract agreement; Eligibility Criteria, Ethical Clauses, Contract General principles (Annex VI)The special conditions
- The general conditions (Annex I);
- The technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- The technical offer (Annex III including clarifications from the tenderer provided during tender evaluation);
- The budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);
- The various documents making up the Contract shall be deemed to be mutually explanatory. In the event of any discrepancy or inconsistency within the Contract documents, then the documents listed above shall prevail shall prevail on the documents listed below

Done in English in **three** originals: **one original being for the contracting authority, one original being for** AICS and one original being for the contractor.

For the contractor

For the contracting authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

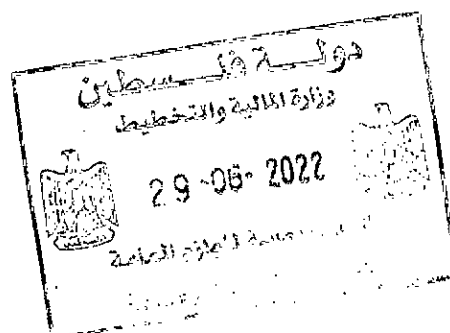
Endorsed for financing by The Government of Italy

Name:

Title:

Signature:

Date:



SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

The Contracting Authority is Ministry of Finance.

The Implementing Body (Supervisor) is Ministry of Health

Contact Details for the Contractor:

Name:	Mr. Naser Al Khateeb
Address:	General Supplies, Ministry of Finance, Ministries Complex-Al Quds Building 6 th floor – Al Masyoon – Ramallah – West Bank
Telephone:	+970 2 2987112/3
Fax:	+970 2 2987056
E-mail:	gsd@pmof.ps

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 5 –Assignment

SPECIAL CONDITIONS

Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

Article 7 Supply of documents

All documents, requests shall be issued to the Project Manager. The documents and drawings submitted by the Contractor shall be approved/ rejected by the Project Manager within 30 days of submittal, after this period and in the absence of any written correspondence from the project manager it is deemed to be tacitly approved.

Article 8 Assistance with local regulations

The Contractor will take into consideration every authorisation and licences required from any respective party to satisfy the subject of the contract.

Article 9 General obligations

- 9.9 The contractor must comply with the obligation toward visibility. These visibility activities including publication, branding and inaugurations must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en .>

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the ENI programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.
- 10.2 Tenderers may be required to provide a certificate of origin, in a self-declaration and/or a Manufacturer's certificate, of the goods included in their proposal.

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall be the 10% of the Contract Price, including any amounts stipulated in addenda to the Contract. The performance guarantee shall be released within 45 days of the issuing of the signed final acceptance certificate for its total amount except for amounts, which are the subject of amicable settlement, arbitration or litigation, and amounts related to services included in the Contract but for any reason not included in the acceptance certificate.
- 11.2 The amount of the tender guarantee shall be the 2% of the budget available for the contract when submitting their tender. This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer upon signature of the contract by all parties. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender. The guarantee will be released at the latest within 45 days of the expiry

SPECIAL CONDITIONS

of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers.

- 11.3 The pre-financing guarantee shall be provided by the selected tenderer to the Contracting Authority together with the signed contract and the performance guarantee. The pre-financing guarantee is set for the full amount of the pre-financing payment and shall be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the provisional acceptance certificate by the Contracting Authority.

Article 12 Liabilities and insurance

The Goods supplied under the Contract shall be fully insured - in a freely convertible currency from an eligible country - against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and unloading of deliveries.

The Insurance shall be in an amount equal to one hundred ten (110) percent of the DDP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

Article 13 Programme of implementation of tasks

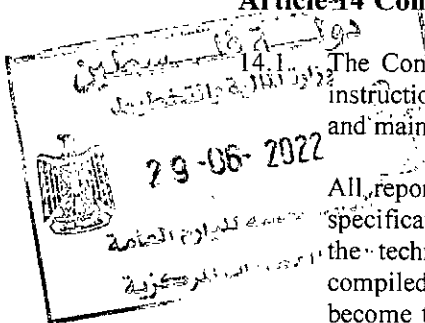
- 13.1 The contractor shall submit, within 15 days of signing the contract, a final plan of activities agreed with the Contracting Authority, stamped and signed by the legal representative. The final activity plan will indicate the human resources and all the other means intended to use. This plan must take into account the operational needs of the Health Facilities where equipment and services are delivered and minimize any inconvenience arising from the execution of the contract.

The Contracting Authority shall approve the activity plan within 15 days after its submission or may propose modifications within the same term. If the Contracting Authority will not respond within 15 days, the activity plan will be considered approved by silent consent. In the event of request of modification, the contractor will have further 15 days at disposal to propose modifications to the activity plan. If modifications will not be submitted for approval within the new deadline, the contractor may incur in the sanctions as provided for in the following Article 21 – Delays in implementation of the tasks and also in the contract General Conditions.

Article 14 Contractor's drawings

14.1 The Contractor shall provide comprehensive manuals, catalogues and written instructions to the Beneficiary for a professional sound and safe use/operation and maintenance of the delivered equipment including CAD Drawing.

All reports and data such as maps, technical catalogues, diagrams, drawings, specifications, plans, statistics, calculations, databases, software as required by the technical specifications and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall become the absolute property of the Beneficiary unless otherwise specified in the tender documents.



The Contractor may not retain copies of such documents, data and software and shall not use them for purposes unrelated to the contract without the prior written consent of the Beneficiary.

Any results or rights thereon, including copyright, software and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Beneficiary.

Service Manuals:

The Service manuals shall contain all details of any routine and irregular maintenance required for potential problems or failures of the equipment or vehicles. The service manuals shall provide troubleshooting, advice, diagnosis and suggested remedial actions to be taken concerning all potential problems. The Supplier shall advise on any special tool kits necessary for particular maintenance tasks to be undertaken.

Spare Parts Manuals:

The Spare parts manuals shall provide a comprehensive set of drawings of all elements of the vehicle or equipment in a disassembled exploded fashion. Such drawings shall display the part number of each individual item or part.

Article 15 Sufficiency of tender prices

- 15.1 The prices indicated in the budget Forms will be fixed and invariable throughout the duration of the contract. Contract prices will be indicated in EUR and paid exclusively in EUR.

Article 16 Tax and customs arrangements

- 16.1 Supply Incoterms, version 2010, shall be DDP (Delivery Duty Paid).

Custom duties and import taxes, including VAT, shall not be considered in the overall price.

Supply of goods and services has exemption from payment of local taxes, duties, custom, including VAT.

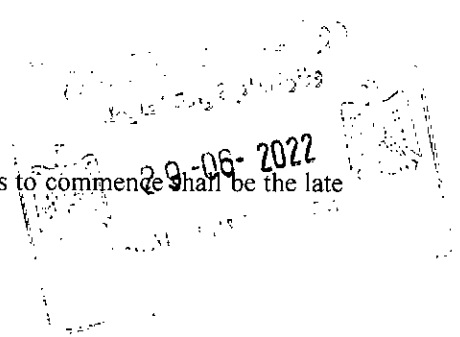
Whatever the origin of the supplies, the contract is exempt from local stamp and registration duties.

Article 17 Patents and licences

- 17.1 No derogation to general conditions of the contract.

Article 18 Commencement order

- 18.1 The date on which implementation of the tasks is to commence shall be the late date of the contract signature by both parties.



Article 19 Period of implementation of the tasks

- 19.1 The implementation period of the tasks from the commencement order stated in Article 18 above will be **120 calendar days** from commencement date until the provisional acceptance date.

Article 21 Delays in implementation of the tasks

SPECIAL CONDITIONS

- 21.1 The daily rate of liquidated damages is 1/1000 of the value of the undelivered supplies to a maximum of 10% of the total contract price and up to 30 days of delay.
- 21.2 If the Contracting Authority has become entitled to claim at least 10% of the total contract price it may, after giving notice to the Contractor:
- Seize the performance guarantee, and/or
 - Terminate the Contract,
 - Enter into a contract with a third party for the provision of the balance of the supplies at the Contractor's cost.

Article 22 Amendments

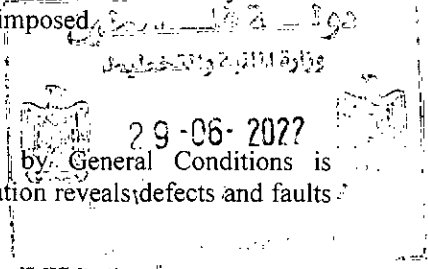
The following provisions replace article 22 of the General Conditions of contract:

Modifications of supply contracts shall be effective upon AICS prior authorization, which may only be granted in the following cases:

- 22.1) modifications of applicable laws and regulations;
- 22.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance;
- 22.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
- 22.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
- 22.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;
- 22.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;
- 22.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

Article 24 Quality of supplies

- 24.2 Preliminary technical acceptance as specified by General Conditions is necessary but still be rejected if a further examination reveals defects and faults as stated by Article 24.3 of General Conditions.



Article 25 Inspection and testing

- 25.2 The place for inspection, examination, testing and acceptance of the goods with their components shall be at the destinations specified in Annex II unless

otherwise agreed upon between the Contractor and the Project Manager under Article 25.3 of the General conditions.

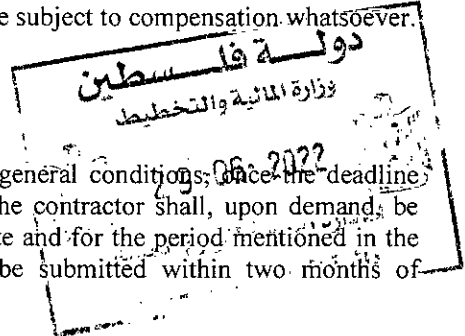
Article 26 General principles for payments

- 26.1 Payments shall be made in Euro (EUR).
Payments shall be authorised and made by the Contracting Authority.
The pre-financing payment shall be subject to the provision of a valid pre-financing guarantee for the full pre-financing amount.
- 26.2 The payments shall be made within 45 days from the date on which an admissible invoice is registered by the Contracting Authority.
- 26.3 The payment will be issued in three instalments according to the scheme below:
- 30% of the total contract price after the contract signature and the commencement order, upon receipt by the Contracting Authority of the invoice in triplicate, which must be zero VAT, the performance guarantee and the pre-financing guarantee, the latter for the full amount of the pre-financing payment. The pre-financing guarantee shall be provided to the Contracting Authority following the procedure foreseen for the performance guarantee in accordance with Article 21.9-10 of the Instructions to Tenderers and Article 11.3-5 of the General Conditions and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 45 days at the latest after the provisional acceptance of the goods.
 - 60 % of the total contract price after the issue of the provisional acceptance certificate, upon receipt by the Contracting Authority of an invoice in triplicate, which must be zero VAT, together with the provisional acceptance certificate for all the applicable goods and services in the contract.
 - 10 % of the total contract price, as payment of the balance, 45 days after the issue of the provisional acceptance certificate, upon receipt by the Contracting Authority of an invoice in triplicate, which must be zero VAT.
- 26.9 Prices for the contract are firm, fixed and not subject to revision, and include all the supplies, labour force, vehicles, equipment and any other charge, even if not specifically mentioned in the Contract, necessary to complete the activities both in terms of quality and quantity.

Exchange rate risk or variations may not be subject to compensation whatsoever.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.



Article 29 Delivery

- 29.1 The Contractor shall deliver the supplies at the places of installation in accordance with the sites list annexed to the Annex II – Technical Specifications.

- 29.2 All the goods must be shipped, protected by proper packaging in order to prevent any damage during transport until their final destination. The packaging system must be sufficient to withstand inadequate handling, exposure to elevated temperature, salty environments and precipitation during transport and storage with no risk of damage to the goods.

Before the shipment, the contractor shall notify the Contracting Authority and the insurance company all the shipment details such as the contract number, the description of the items, quantities, the carrier, the port or place of departure, the date of departure and the port or place of arrival, etc..

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations.

Sticker with the Logo of the Donor (see Pattern) dim. 103x85 mm, if possible, must be placed on each of the equipment described in Article 1.1 of the Instruction to the Tenderers.



The contractor must send the Contracting Administration the following documents, with copies to the insurance company:

- The original commercial invoice indicating the materials description, quantity, unit price and total and the name and address of the beneficiary;
 - An original and three copies of the boarding document;
 - Copies of the "Packing list" identifying the contents of each package;
 - Copy of the insurance certificate;
 - The guarantee certificate of the contractor or contractor in one original and two copies;
 - Certificate of origin of goods provided in two copies (the original and a copy).
- All the aforementioned documents must indicate the following:
- "donation of the Government of Italy"
 - Contract reference No.

All the documents listed above must be received by the contracting authority at least one week before the arrival of materials in the port or at the place of destination.

Article 30 Training

30.1 Onsite operation training at the Hospital should be provided by the contractor for four operators.

Article 31 Provisional acceptance

31.1 The certificate of provisional acceptance must be issued using the template in Annex C11.

SPECIAL CONDITIONS

Representatives of the Contracting Authority, the Beneficiary, together with the Contractor's representative, shall carry out the controls, testing and initial approval for provisional acceptance as provided for in the General Conditions article 31. The provisional acceptance shall take place at the final destinations. If in the Technical Specifications is foreseen training courses and other ancillary services, the provisional acceptance certificate will be issued only after the Contractor will have carried out all them.

The Contracting Authority will issue the provisional acceptance certificate no later than 30 days from the date of the contractor's request.

- 31.2 The Contracting Authority's time limit for issuing the certificate of provisional acceptance to the Contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

- 32.4 If the Contractor, or the authorized local service company in charge of the after-sales and maintenance service, does not provide the services by the deadline established in the Technical Specifications during the warranty period, the Contractor will be entitled of a late charge for every day from the expiration of the deadline for performance. The Contracting Authority can deduct the 0.001 of the contract price per day up to a 10% of the contract price.

The amount corresponding of the total delays during the warranty period will be deducted from the Performance Guarantee.

- 32.6.1 The Contractor shall provide a written warranty of the Manufacturer granting the availability of spare parts, consumables, maintenance and support services for 10 years from the date of provisional acceptance. The provider of the services shall be located in Palestine / neighbour Countries and shall be authorised by the Manufacturer or by its Representative.

- 32.6.2 The warranty period shall commence on the date of provisional acceptance stated in the certificate.

- 32.6.3 The warranty certificate will be in the name of the final Beneficiary.

- 32.6.4 The warranty will cover the entire equipment supplied including any and all components parts, spare parts, licenses, software modules, accessories and consumables.

- 32.6.5 The warranty coverage will be applied fully and without any cost to the beneficiary and to the users, including but not limited to the cost of visits, labour, spare parts, and shall be valid for unlimited consultations within the warranty period, save in cases of proven misuse, intentional damage or force majeure.

- 32.6.6 If in the opinion of the Contractor the goods were subject to misuse, intentional damage or force majeure, therefore not covered by warranty, the Contractor shall present indubitable proof of such misuse, intentional damage or force majeure.

- 32.6.7 The Contractor shall guarantee during the warranty period at least 95% of one single year of full functioning; in the event that the equipment supplied has been malfunctioning for more than 5% of one single year of the warranty period, excluding proven misuse, intentional damage and force majeure causes, the Contractor shall extend the warranty period for a duration of six times of the time duration when the equipment was malfunctioning and shall be fined according to the contract conditions.

SPECIAL CONDITIONS

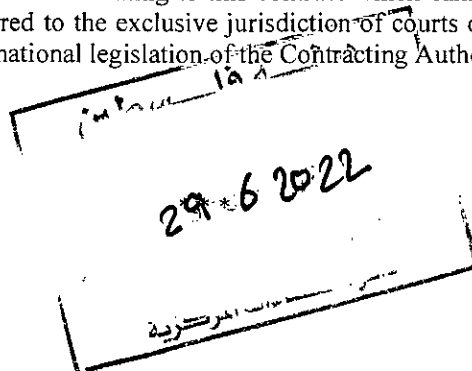
- 32.6.8 The time elapsed between the communication about the broken equipment and the first intervention on site will be, within the warranty period, not longer than 1 business day.
- 32.6.9 The Contractor shall provide provisional substitute equipment, in case of not immediately resolving maintenance interventions, with the same functions and quality, with a full set of consumables, with retraining in case of different model and with written approval of the Purchaser; upon approval of the Purchaser, the not-functioning days count can be suspended.
- 32.6.10 The warranty shall include unlimited corrective maintenance interventions.
- 32.6.11 The warranty shall include preventive maintenance and calibration, according to the Manufacturer's specifications and periodicity, and in any case not less than 2 interventions per year if not differently specified by the Manufacturer; all intervention and materials, including instruments, periodic maintenance kits and consumables, will be provided by the Contractor without any cost for the Purchaser.
- 32.6.12 The warranty shall include quality and safety controls, according to the Manufacturer's specifications and periodicity, and in any case not less than 2 interventions per year if not differently specified by the Manufacturer; all intervention and materials, including instruments, kits and consumables, will be provided by the Contractor without any cost for the Purchaser.
- 32.6.13 All corrective and preventive maintenance, calibration, quality and safety controls shall be performed by specialized and qualified personnel, authorised by the Manufacturer, and using original parts, materials and consumables.
- 32.6.14 The schedule of the preventive maintenance, calibration, quality and safety checks visits shall be presented and approved before the issuance of the provisional acceptance certification.
- 32.7 The warranty must be valid for at least 3 (Three) years, after provisional acceptance.

Article 33 After-sales service

- 33.1 The Contractor shall provide or secure the provision of reliable and regular after sales and maintenance service thereafter at the place of destination guaranteeing the upkeep and repair of the goods supplied and the rapid replenishment of spare parts.

Article 40 Settlement of disputes

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of courts of Palestinian Authority applying the national legislation of the Contracting Authority.

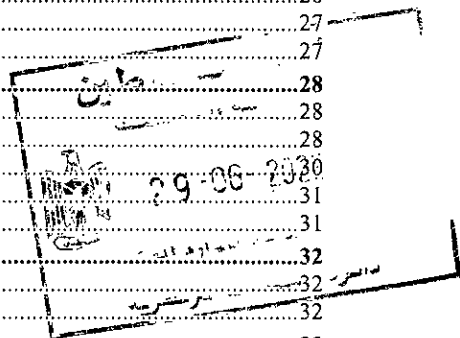


ANNEX I: GENERAL CONDITIONS

FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN UNION OR BY THE EUROPEAN DEVELOPMENT FUND

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PRELIMINARY PROVISIONS

Article 1 - Definitions

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.
- 1.4. The definitions of the terms used throughout these general conditions are laid down in the 'Glossary of terms', Annex A1a to the practical guide, which forms an integral part of the contract.

Article 2 - Language of the contract

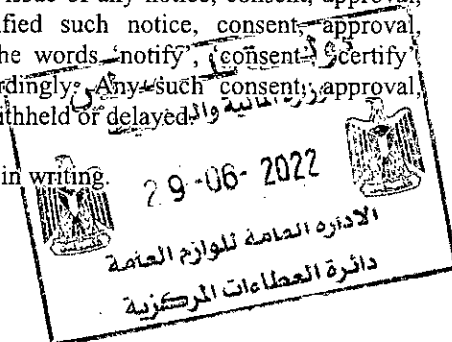
- 2.1. The language of the contract and of all communications between the contractor, contracting authority and project manager or their representatives shall be as stated in the special conditions.

Article 3 - Order of precedence of contract documents

- 3.1. The order of precedence of the contract documents shall be stated in the contract.

Article 4 - Communications

- 4.1. Any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the appropriate addresses designated by the parties for that purpose in the special conditions.
- 4.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words 'notify', 'consent', 'certify', 'approve' or 'decide' shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 4.4. Any oral instructions or orders shall be confirmed in writing.

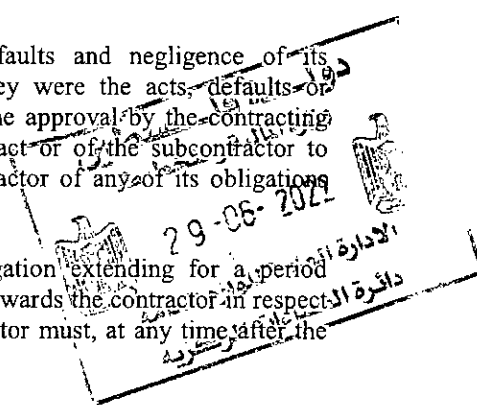


Article 5 - Assignment

- 5.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 5.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
- a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
 - b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 5.3. For the purpose of Article 5.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.
- 5.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 5.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

Article 6 - Subcontracting

- 6.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 6.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 6.3. Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 6.4. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 6.5. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the contractor, its agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the contractor of any of its obligations under the contract.
- 6.6. If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the contractor in respect of the supplies provided by the subcontractor, the contractor must, at any time after the



expiration of the warranty period, transfer immediately to the contracting authority, at the contracting authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

- 6.7. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 6.8. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.

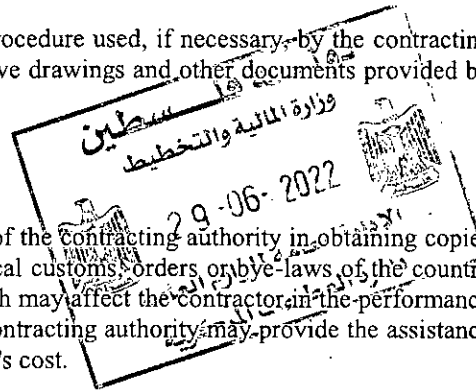
OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 - Supply of documents

- 7.1. Save where otherwise provided in the special conditions, within 30 days of the signing of the contract, the contracting authority shall provide the contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other contract documents. The contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon final acceptance, the contractor shall return to the contracting authority all drawings, specifications and other contract documents.
- 7.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 7.3. The contracting authority shall notify the contractor of the name and address of the project manager.
- 7.4. Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the contracting authority shall not be used or communicated to a third party by the contractor without the prior consent of the contracting authority.
- 7.5. The project manager shall have authority to issue to the contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.6. The special conditions must indicate the procedure used, if necessary, by the contracting authority and the project manager to approve drawings and other documents provided by the contractor.

Article 8 - Assistance with local regulations

- 8.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.

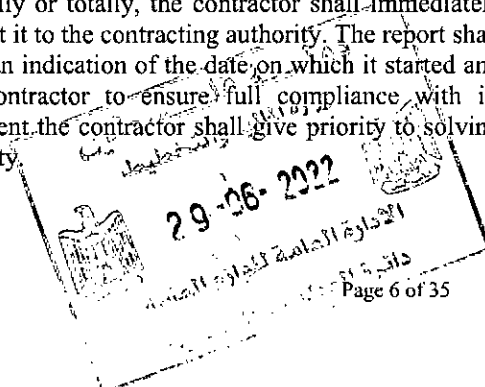


- 8.2. The contractor shall duly notify the contracting authority of details of the supplies so that the contracting authority can obtain the requisite permits or import licences.
- 8.3. The contracting authority will undertake to obtain, in accordance with the special conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.
- 8.4. Subject to the provisions of the laws and regulations on foreign labour of the country in which the supplies are to be delivered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the supplies are to be delivered, including work and residence permits, for the personnel whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 - General obligations

- 9.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 9.2. The contractor shall, in accordance with the provisions of the contract, design, manufacture, deliver to site, erect, test and commission the supplies and carry out any other work including the remedying of any defects in the supplies. The contractor shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.
- 9.3. The contractor shall comply with administrative orders given by the project manager. Where the contractor considers that the requirement of an administrative order goes beyond the scope of the contract, it shall, give notice with reasons to the project manager. If the contractor fails to notify within 30 days period after receipt thereof, he shall be barred from so doing. Execution of the administrative order shall not be suspended because of this notice.
- 9.4. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 9.5. The contractor shall respect and abide by all laws and regulations in force in the country where the supplies are to be delivered and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependants of such laws and regulations.
- 9.6. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.



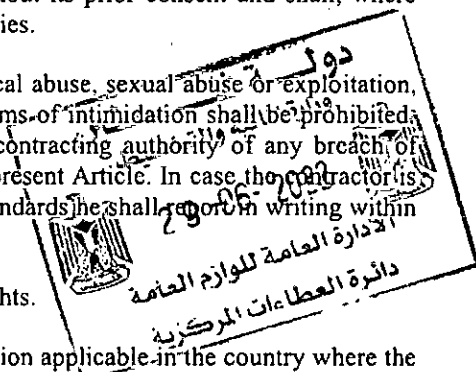
- 9.7. Subject to Article 9.9, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 9.8. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.
- 9.9. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 9.10. Any records shall be kept for a 7-year period after the final payment made under the contract. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

Article 9a - Code of conduct

- 9a.1 The contractor shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project without the prior approval of the contracting authority. It shall not commit the contracting authority in any way without its prior consent and shall, where appropriate, make this obligation clear to third parties.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards he shall report in writing within 30 days to the contracting authority

- 9a.2 The contractor and its staff shall respect human rights.
- 9a.3 The contractor shall respect environmental legislation applicable in the country where the supplies have to be delivered and internationally agreed core labour standards, i.e. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour, as well as applicable obligations established by these conventions:



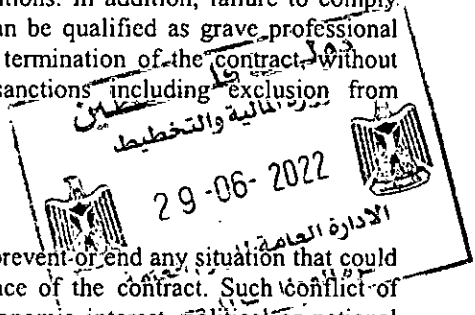
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

9.a.4 The contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

9.a.5 The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.

9.a.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The European Commission may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

The respect of the code of conduct set out in the present Article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 35 of the General Conditions. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.



Article 9b Conflict of interest

9.b.1 The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the contract shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

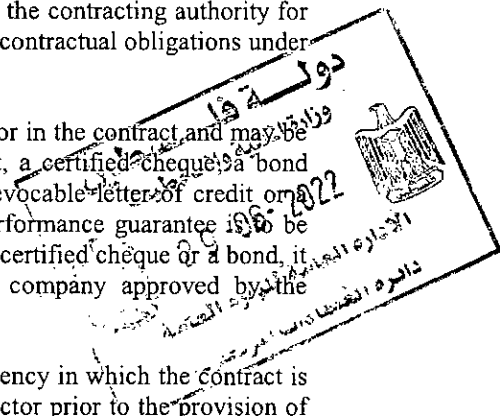
- 9.b.2 The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.
- 9.b.3 The contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.b.4 The contractor shall limit its role in connection with the project to the provision of the supplies described in the contract.
- 9.b.5 The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stage of the project does not constitute unfair competition, he may participate, subject to prior approval of the contracting authority.

Article 10 - Origin

- 10.1. All goods shall have their origin in any eligible source country as defined in the instructions to tenderers and the special conditions.
- 10.2. The contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.
- 10.3. The contractor shall document the origin at the time of provisional acceptance. Failure to comply with this obligation may lead, after formal notice, to termination of the contract and/or suspension of payment.

Article 11 - Performance guarantee

- 11.1. The contractor shall, together with the return of the countersigned contract, furnish to the contracting authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be as specified in the special conditions. It shall be in the range of 5 and 10% of the total contract price, including any amounts stipulated in addenda to the contract.
- 11.2. The performance guarantee shall be held against payment to the contracting authority for any loss resulting from the contractor's failure to perform its contractual obligations under the contract.
- 11.3. The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority.
- 11.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the contractor prior to the provision of



the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

- 11.5. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, the guarantee shall be replaced. The contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 11.6. The contracting authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the contracting authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the contracting authority shall notify the contractor stating the nature of the default in respect of which the claim is to be made.
- 11.7. Unless the special conditions provide otherwise, the performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 12 - Liabilities and insurance

12.1. Liabilities

The liability rules described below are without prejudice to the possible application of international conventions on the carriage of goods.

a) Liability for damage to supplies

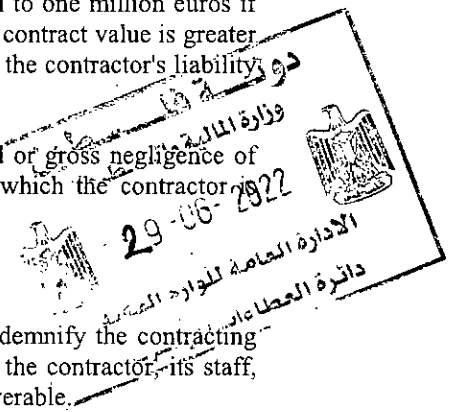
Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.

Compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

b) Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.



Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

c) Contractor's liability in respect of third parties

The contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of its duties.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defence incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

The contractor shall treat all claims in close consultation with the contracting authority

Any settlement or agreement settling a claim requires the prior express consent of the contracting authority and the contractor.

12.2. Insurance

a) Insurance – general issues

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any

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manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.

The contractor shall ensure that its staff, its subcontractors and any person for which the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.

b) Insurance – Specific issues

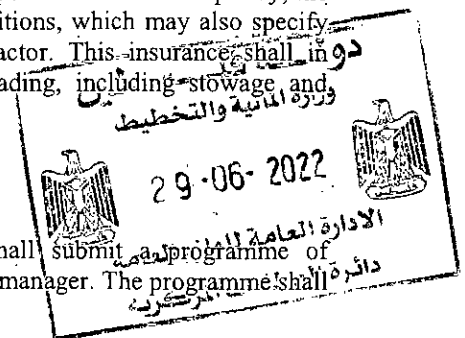
The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.1 'Liabilities'. The contractor shall in particular subscribe a products and after delivery insurance.

Depending on the nature of the contractor's obligations, the contracting authority may require that the carriage of supplies be covered by a 'transportation' insurance policy, the conditions of which may be specified in the special conditions, which may also specify other types of insurance to be taken out by the contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

Article 13 - Programme of implementation of the tasks

13.1. If the special conditions so require, the contractor shall submit a programme of implementation of the tasks for the approval of the project manager. The programme shall contain at least the following:

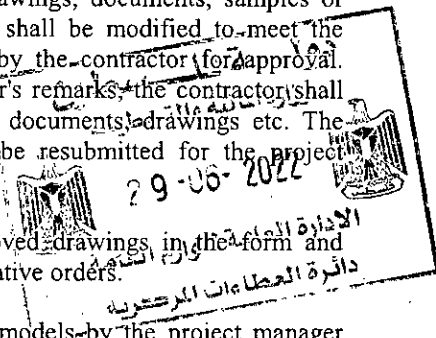
- a) the order in which the contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
- b) the time limits within which submission and approval of the drawings are required;



- c) a general description of the methods which the contractor proposes to adopt for executing the contract; and
 - d) such further details and information as the project manager may reasonably require.
- 13.2. The special conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the project manager for approval. They may set time limits within which the contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the project manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items.
- 13.3. The approval of the programme by the project manager shall not relieve the contractor of any of its obligations under the contract.
- 13.4. No material alteration to the programme shall be made without the approval of the project manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the project manager may instruct the contractor to submit a revised programme in accordance with the procedure laid down in Article 13.

Article 14 - Contractor's drawings

- 14.1. If the special conditions so provide, the contractor shall submit to the project manager for approval:
- a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the special conditions or in the programme of implementation of the tasks;
 - b) such drawings as the project manager may reasonably require for the implementation of the tasks.
- 14.2. If the project manager fails to notify its decision of approval referred to in Article 14.1 within the time limits referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt.
- 14.3. Approved drawings, documents, samples and models shall be signed or otherwise identified by the project manager and shall not be departed from except as otherwise instructed by the project manager. Any contractor's drawings, documents, samples or models which the project manager refuses to approve shall be modified to meet the requirements of the project manager and resubmitted by the contractor for approval. Within 15 days of being notified of the project manager's remarks, the contractor shall make the requisite corrections, adjustments etc. to the documents, drawings etc. The corrected or adjusted documents, drawings etc. shall be resubmitted for the project manager's approval under the same procedure.
- 14.4. The contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 14.5. The approval of the drawings, documents, samples or models by the project manager shall not relieve the contractor from any of its obligations under the contract.
- 14.6. The project manager shall have the right at all reasonable times to inspect all drawings, documents, samples or models relating to the contract at the contractor's premises.



- 14.7. Before provisional acceptance of the supplies, the contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the contracting authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the special conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the contracting authority.

Article 15 - Sufficiency of tender prices

- 15.1. Subject to any additional provisions which may be laid down in the special conditions, the contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:

- a) the costs of transport;
- b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the contracting authority unless otherwise provided in the special conditions;
- c) the cost of documents relating to the supplies where such documents are required by the contracting authority;
- d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
- e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
- f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
- g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the contractor from any warranty obligations under the contract;
- h) training of the contracting authority's personnel, at the contractor's factory and/or elsewhere as specified in the contract.

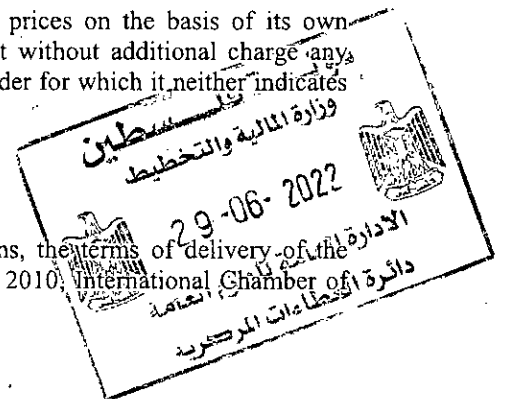
- 15.2. Since the contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

Article 16 - Tax and customs arrangements

- 16.1. Save where otherwise provided in the special conditions, the terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

Article 17 - Patents and licences

- 17.1. Save where otherwise provided in the special conditions, the contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any



claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

- 17.2. All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contractor, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contractor but the contracting authority shall have an irrevocable, royalty-free, non-exclusive licence of the above-mentioned rights for the purpose of the contract.

Such licence shall carry the right to grant sub-licences and shall be transferable by the contracting authority to third parties without the consent of the contractor being required.

All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the contracting authority, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the contracting authority but the contractor shall have the right at its cost to copy, use and obtain communication of these documents for the purpose of the contract.

Upon and notwithstanding any termination of the contract howsoever arising, as well as after completion of the tasks, the contracting authority shall continue to have the benefit of the licence referred to in Article 17.2, first paragraph.

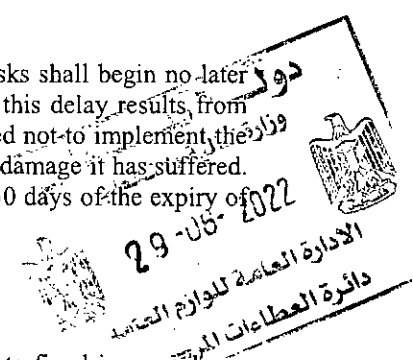
IMPLEMENTATION OF THE TASKS AND DELAYS

Article 18 - Commencement order

- 18.1. Subject to the special conditions, the contracting authority shall fix the date on which implementation of the tasks is to commence and advise the contractor thereof either in the notification of award of the contract or by administrative order.
- 18.2. Save where the parties agree otherwise, implementation of the tasks shall begin no later than 90 days following notification of award of contract. Unless this delay results, from the contractor default, after that date the contractor shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The contractor shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

Article 19 - Period of implementation of the tasks

- 19.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted under Article 20.
- 19.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots shall not be accumulated.

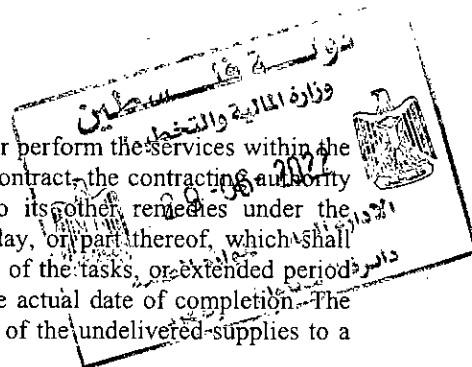


Article 20 - Extension of period of implementation of the tasks

- 20.1. The contractor may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:
- exceptional weather conditions in the country of the contracting authority which may affect installation or erection of the supplies;
 - artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced contractor;
 - administrative orders affecting the date of completion other than those arising from the contractor's default;
 - failure of the contracting authority to fulfil its obligations under the contract;
 - any suspension of the delivery and/or installation of the supplies which is not due to the contractor's default;
 - force majeure;
 - extra or additional supplies ordered by the contracting authority;
 - any other causes referred to in these general conditions which are not due to the contractor's default.
- 20.2. If the contractor considers himself to be entitled to any extension of the period of implementation under the contract, the contractor shall
- give notice to the project manager of its intention to make such a request no later than 15 days after the contractor became aware, or should have become aware of the event or circumstance giving rise to the request.
 - If the contractor fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the contracting authority shall be discharged from all liability in connection with the request; and
 - submit to the project manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the contractor and the supervisor, in order that such request may be investigated at the time.
- 20.3. Within 30 days from the receipt of the contractor's detailed particulars of the request, the project manager shall in agreement with the contracting authority, by notice to the contractor, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the contractor that it is not entitled to an extension.

Article 21 - Delays in implementation of the tasks

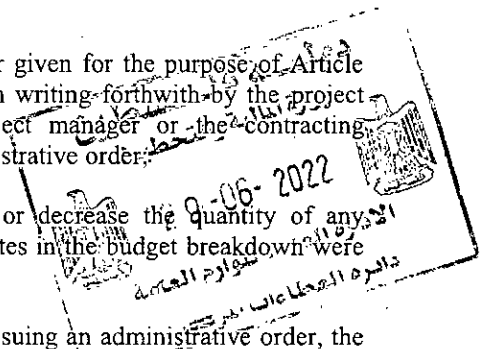
- 21.1. If the contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total contract price.



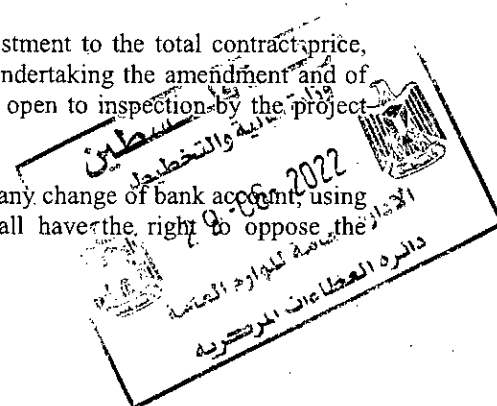
- 21.2. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total contract price.
- 21.3. If the contracting authority has become entitled to claim at least 15% of the total contract price it may, after giving notice to the contractor:
- seize the performance guarantee; and/or
 - terminate the contract,
 - enter into a contract with a third party for the provision of the balance of the supplies at the contractor's cost.

Article 22 - Amendments

- 22.1. Contract amendments must be formalised by a contract addendum signed by both parties or by an administrative order issued by the project manager or the contracting authority. Substantial amendments to the contract, including amendments to the total contract price, must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the practical guide.
- 22.2. Subject to the limits of the procedure thresholds set in the practical guide, the contracting authority reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not rise or fall as a result of the variation by more than 25% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.
- 22.3. The project manager and the contracting authority shall have the power to order any amendment to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for the contracting authority, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No administrative order shall have the effect of invalidating the contract, but the financial effect, if any, of all such amendments shall be valued in accordance with Article 22.7.
- 22.4. All administrative orders shall be issued in writing, it being understood that:
- a) if, for any reason, the project manager or the contracting authority finds it necessary to give an order orally, it shall as soon as possible thereafter confirm the order by an administrative order;
 - b) if the contractor confirms in writing an oral order given for the purpose of Article 22.4.a and the confirmation is not contradicted in writing forthwith by the project manager or the contracting authority, the project manager or the contracting authority shall be deemed to have issued an administrative order;
 - c) no administrative order is required to increase or decrease the quantity of any incidental siting or installation because the estimates in the budget breakdown were too high or too low.
- 22.5. Save where Article 22.4 provides otherwise, prior to issuing an administrative order, the project manager or the contracting authority shall notify the contractor of the nature and form of such amendment. The contractor shall then, without delay, submit to the project manager a written proposal containing:



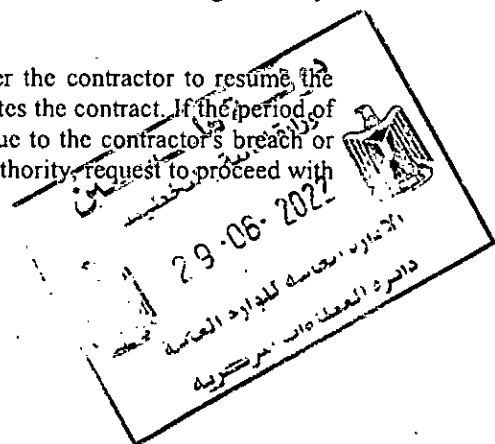
- a description of the tasks, if any, to be performed or the measures to be taken and a programme of implementation of the tasks;
 - any necessary amendments to the programme of implementation of the tasks or to any of the contractor's obligations resulting from this contract; and
 - any adjustment to the total contract price in accordance with the rules set out in Article 22.
- 22.6. Following the receipt of the contractor's submission referred to in Article 22.5, the project manager shall, after due consultation with the contracting authority and, where appropriate, the contractor, decide without delay whether or not to accept the amendment. If the project manager accepts the amendment, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's submission referred to in Article 22.5 or as modified by the project manager in accordance with Article 22.7.
- 22.7. The prices for all amendments ordered by the project manager or the contracting authority in accordance with Articles 22.4 and 22.6 shall be ascertained in accordance with the following principles:
- where the task is of similar character and implemented under similar conditions as an item priced in the budget breakdown, it shall be valued at such rates and prices contained therein;
 - where the task is not of a similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation as far as is reasonable, failing which the project manager shall make a fair valuation;
 - if the nature or amount of any amendment relative to the nature or amount of the whole contract or to any part thereof is such that, in the opinion of the project manager, any rate or price contained in the contract for any item of work is, by reason of such amendment, rendered unreasonable, the project manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
 - where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.
- 22.8. On receipt of the administrative order, the contractor shall carry out the requested amendment according to the following principles:
- a) The contractor shall be bound by these general conditions as if the amendment requested by administrative order were stated in the contract.
 - b) The contractor shall not delay the execution of the administrative order pending the granting of any extension of time for completion or adjustment to the total contract price.
 - c) Where the administrative order precedes the adjustment to the total contract price, the contractor shall keep records of the costs of undertaking the amendment and of the time expended thereon. Such records shall be open to inspection by the project manager at all reasonable times.
- 22.9. The contractor shall notify the contracting authority of any change of bank account, using the form in Annex V. The contracting authority shall have the right to oppose the contractor's change of bank account.



Article 23 - Suspension

- 23.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.
- 23.2. Suspension in the event of presumed breach of obligations or irregularities or fraud:

The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 23.3. During the period of suspension, the contractor shall protect and secure the supplies affected at the contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the project manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the project manager.
- 23.4. Additional expenses incurred in connection with such protective measures may be added to the total contract price, unless:
- otherwise provided for in the contract; or
 - such suspension is necessary by reason of some breach or default of the contractor; or
 - such suspension is necessary by reason of normal climatic conditions at the place of acceptance; or
 - such suspension is necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the project manager or the contracting authority or
 - the presumed breach of obligations or irregularities or fraud mentioned in article 23.2 are confirmed and attributable to the contractor.
- 23.5. The contractor shall only be entitled to such additions to the total contract price if it notifies the project manager, within 30 days after receipt of the order to suspend the contract, of its intention to claim them.
- 23.6. The contracting authority, after consulting the contractor, shall determine such additions to the total contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority, be fair and reasonable.
- 23.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.



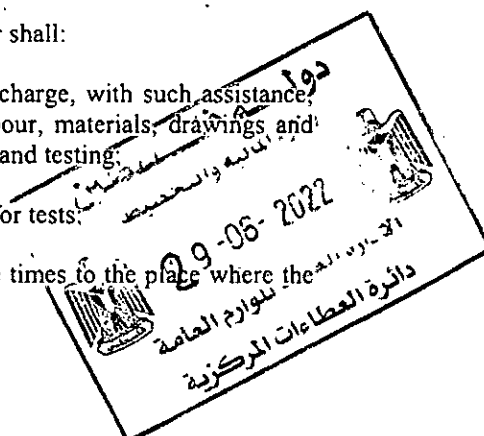
MATERIALS AND WORKMANSHIP

Article 24 - Quality of supplies

- 24.1. The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the contracting authority or the project manager for the purposes of identification throughout the period of execution.
- 24.2. Any preliminary technical acceptance stipulated in the special conditions shall be the subject of a request sent by the contractor to the project manager. The request shall indicate the reference to the contract, specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the project manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 24.3. Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the contractor. The contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the project manager.

Article 25 - Inspection and testing

- 25.1. The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the project manager to proceed with acceptance of the supplies. The contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.
- 25.2. The project manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the special conditions.
- 25.3. For the purposes of such tests and inspections, the contractor shall:
- provide the project manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
 - agree, with the project manager, on the time and place for tests;
 - provide access to the project manager at all reasonable times to the place where the tests are to be carried out.

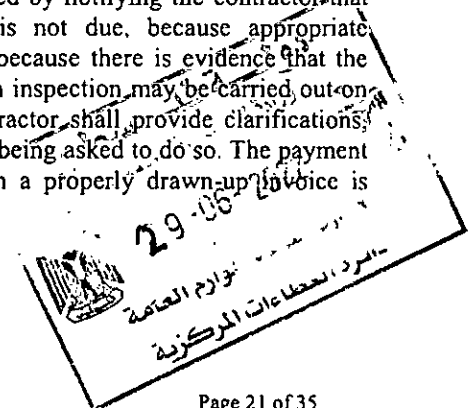


- 25.4. If the project manager is not present on the date agreed for tests, the contractor may, unless otherwise instructed by the project manager, proceed with the tests, which shall be deemed to have been made in the project manager's presence. The contractor shall immediately send duly certified copies of the test results to the project manager, who shall, if it has not attended the test, be bound by the test results.
- 25.5. When components and materials have passed the above-mentioned tests, the project manager shall notify the contractor or endorse the contractor's certificate to that effect.
- 25.6. If the project manager and the contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The project manager or the contractor may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert selected by common consent. All test reports shall be submitted to the project manager, who shall communicate the results of these tests without delay to the contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the party whose views are proved wrong by the retesting.
- 25.7. In the performance of their duties, the project manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 - General principles

- 26.1. Payments shall be made in euro or national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing and final payments made in accordance with the general conditions.
- 26.2. Payments due by the contracting authority shall be made to the bank account mentioned on the financial identification form completed by the contractor. The same form, annexed to the invoice, must be used to report changes of bank account.
- 26.3. Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the contracting authority. The invoice shall not be admissible if one or more essential requirements are not met. Final payment shall be made within 60 days from the date on which an invoice is registered by the contracting authority, together with the request for provisional acceptance as per article 31.2. The date of payment shall be the date on which the paying account is debited.
- 26.4. The period referred to in article 26.3 may be suspended by notifying the contractor that the invoice cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up invoice is registered.



26.5. The payments shall be made as follows:

- a) 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the special conditions. The pre-financing guarantee shall be provided to the contracting authority following the procedure foreseen for the performance guarantee in accordance with Article 11.3-5, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body, the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;
- b) 60% of the total contract price, as payment of the balance, after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance;

26.6. Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

26.7. For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing and final payments are subject, shall be as stated in the special conditions.

26.8. The payment obligations of the European Commission under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.

26.9. Unless otherwise stipulated in the special conditions, the contract shall be at fixed prices, which shall not be revised.

26.10. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the contractor fail to make repayment within the above deadline, the contracting authority may (unless the contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro.

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the parties' right to agree on payment-in instalments. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

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Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as donor proceed itself to the recovery by any means.

- 26.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.
- 26.12. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice.
- 26.13. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 23.2 and to terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.

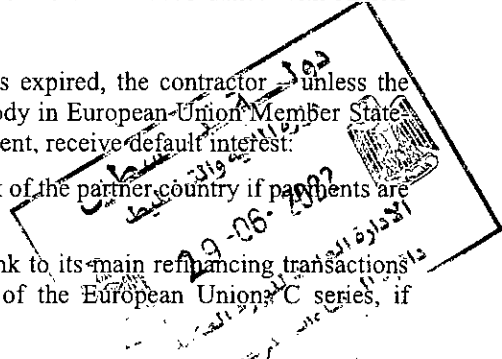
Article 27 - Payment to third parties

- 27.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The assignment shall be notified to the contracting authority.
- 27.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 27.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in Article 26, the contracting authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

Article 28 - Delayed payments

- 28.1. The contracting authority shall pay the contractor sums due in accordance with Article 26.3.
- 28.2. Once the time-limit referred to in Article 26.3 has expired, the contractor – unless the contractor is a government department or public body in European Union Member State – shall, within two months of receipt of the late payment, receive default interest:
- at the rediscount rate applied by the central bank of the partner country if payments are in the currency of that country ;
 - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest shall be payable for the time elapsed between the expiry of the payment



deadline and the date on which the contracting authority's account is debited. However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 28.3. Any default in payment of more than 90 days from the expiry of the period laid down in Article 26.3 shall entitle the contractor either not to perform the contract or to terminate it, according to Article 37.

ACCEPTANCE AND MAINTENANCE

Article 29 - Delivery

- 29.1. The contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the contractor until their final acceptance.
- 29.2. The contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.
- 29.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the special conditions, subject to any amendments subsequently ordered by the project manager or the contracting authority.
- 29.4. No supplies shall be shipped or delivered to the place of acceptance until the contractor has received a delivery order from the project manager. The contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.
- 29.5. Each delivery must be accompanied by a statement drawn up by the contractor. This statement shall be as specified in the special conditions.
- 29.6. Each package shall be clearly marked in accordance with the special conditions.
- 29.7. Delivery shall be deemed to have been made when there is written evidence available to both parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the special conditions, have been submitted to the contracting authority. Where the supplies are delivered to an establishment of the contracting authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 - Verification operations

- 30.1. The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the contractor. The verifications and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

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- 30.2. The project manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
- the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the project manager, are not in accordance with the contract;
 - their replacement with proper and suitable supplies;
 - the removal and proper re-installation, notwithstanding any previous test thereof or of any installation which in respect of materials, workmanship or design for which the contractor is responsible, is not, in the opinion of the project manager, in accordance with the contract;
 - that any work done or goods supplied or materials used by the contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.
- 30.3. The contractor shall, with all speed and at its own expense, make good the defects so specified. If the contractor does not comply with such order, the contracting authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the contracting authority from any monies due or which may become due to the contractor.
- 30.4. Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the contractor from the place of acceptance, if the project manager so requires, within a period which the project manager shall specify, failing which they shall be removed as of right at the expense and risk of the contractor. Any works incorporating rejected materials shall be rejected.
- 30.5. The provisions of Article 30 shall not affect the right of the contracting authority to claim under Article 21, nor shall it in any way release the contractor from any warranty or other obligations under the contract.

Article 31 - Provisional acceptance

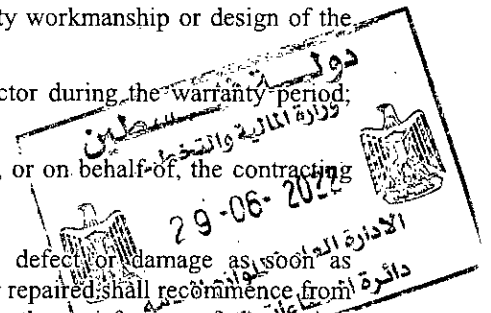
- 31.1. The supplies shall be taken over by the contracting authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.
- 31.2. The contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 30 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and *inter alia*, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall be considered included in the time limit for payments indicated in Article 26.3, unless otherwise specified in the special conditions.

- 31.3. Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the project manager after consultation, where possible, with the contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.
- 31.4. If the project manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the contractor shall be entitled to apply for separate certificates for each of the lots.
- 31.5. In case of partial delivery, the contracting authority reserves the right to give partial provisional acceptance.
- 31.6. Upon provisional acceptance of the supplies, the contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.
- 31.7. Immediately after provisional acceptance, the contracting authority may make use of all the supplies delivered.

Article 32 - Warranty obligations

- 32.1. The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the contracting authority.
- 32.2. The contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- results from the use of defective materials, faulty workmanship or design of the contractor; and/or
 - results from any act or omission of the contractor during the warranty period; and/or
 - appears in the course of an inspection made by, or on behalf of, the contracting authority.
- 32.3. The contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the project manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 32.4. If any such defect appears or such damage occurs during the warranty period, the contracting authority or the project manager shall notify the contractor. If the contractor



fails to remedy a defect or damage within the time limit stipulated in the notification, the contracting authority may:

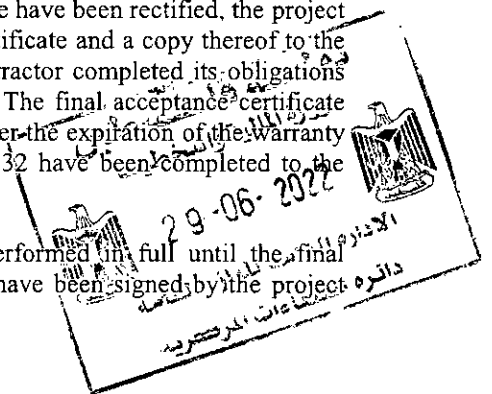
- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the contractor's risk and cost, in which case the costs incurred by the contracting authority shall be deducted from monies due to or from guarantees held against the contractor or from both; or
 - b) terminate the contract.
- 32.5. In case of emergency, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the contracting authority or the project manager may have the tasks carried out at the expense of the contractor. The contracting authority or the project manager shall as soon as practicable inform the contractor of the action taken.
- 32.6. The warranty obligations shall be stipulated in the special conditions and technical specifications.
- 32.7. Save where otherwise provided in the special conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 - After-sales service

- 33.1. An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the special conditions. The contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The special conditions may specify that the contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the contractor:
- a) such spare parts as the contracting authority may choose to purchase from the contractor, it being understood that this choice shall not release the contractor from any warranty obligations under the contract;
 - b) in the event of termination of production of the spare parts, advance notification to the contracting authority to allow it to procure the parts required and, following such termination, provision at no cost to the contracting authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 - Final acceptance

- 34.1. Upon expiry of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the project manager shall issue the contractor a final acceptance certificate and a copy thereof to the contracting authority, stating the date on which the contractor completed its obligations under the contract to the project manager's satisfaction. The final acceptance certificate shall be issued by the project manager within 30 days after the expiration of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the project manager.
- 34.2. The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the project manager.



- 34.3. Notwithstanding the issue of the final acceptance certificate, the contractor and the contracting authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

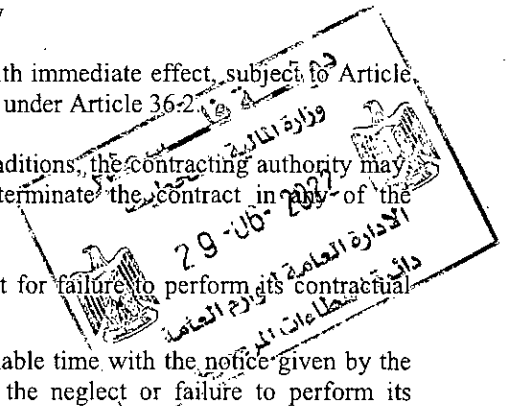
BREACH OF CONTRACT AND TERMINATION

Article 35 - Breach of contract

- 35.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 35.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- damages; and/or
 - termination of the contract.
- 35.3. Damages may be either:
- general damages; or
 - liquidated damages.
- 35.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under Article 35.2, also entitled to the following remedies:
- suspension of payments; and/or
 - reduction or recovery of payments in proportion to the failure's extent.
- 35.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.
- 35.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

Article 36 - Termination by the contracting authority

- 36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these general conditions, the contracting authority may, by giving seven day notice to the contractor, terminate the contract in any of the following cases where:
- the contractor is in serious breach of contract for failure to perform its contractual obligations;
 - the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;

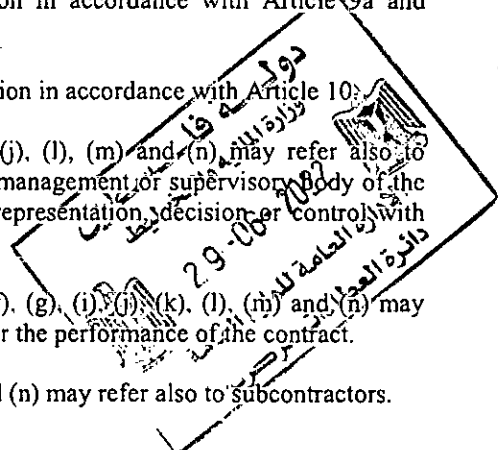


- c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
- d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;
- f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- g) any other legal disability hindering performance of the contract occurs;
- h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- i) the contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
- k) the contractor, in the performance of another contract financed by the EU budget/EDF funds has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;
- l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- n) the contractor fails to perform its obligation in accordance with Article 9a and Article 9b;
- o) the contractor fails to comply with its obligation in accordance with Article 10;

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (n) and (o) may refer also to persons jointly and severally liable for the performance of the contract.

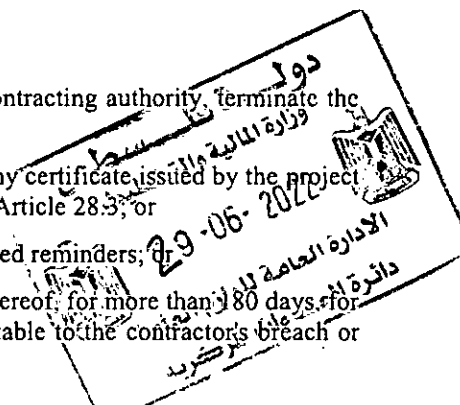
The cases under points (e), (i), (j), (k), (l), (m) and (n) may refer also to subcontractors.



- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The project manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the contractor as at the date of termination.
- 36.6. In the event of termination, the project manager shall, as soon as possible and in the presence of the contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the incidental siting or installation performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the contractor and of monies owed by the contractor to the contracting authority as at the date of termination of the contract.
- 36.7. The contracting authority shall not be obliged to make any further payments to the contractor until the supplies are completed. After the supplies are completed, the contracting authority shall recover from the contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the contractor.
- 36.8. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the special conditions.
- 36.9. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.10. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

Article 37 - Termination by the contractor

- 37.1. The contractor may, by giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:
- fails to pay the contractor the amounts due under any certificate issued by the project manager after the expiry of the time limit stated in Article 28.3; or
 - consistently fails to meet its obligations after repeated reminders;
 - suspends the delivery of the supplies, or any part thereof, for more than 80 days, for reasons not specified in the contract or not attributable to the contractor's breach or default.
- 37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.



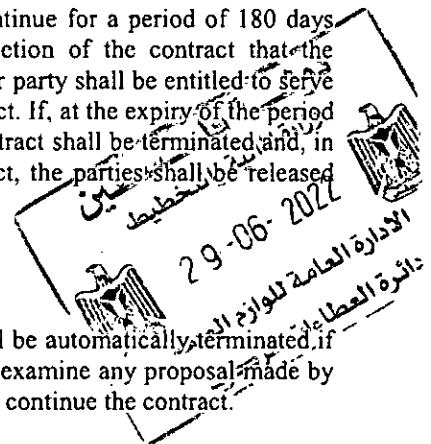
- 37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered.

Article 38 - Force majeure

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arises after the date of notification of award or the date when the contract becomes effective
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding this contract.
- 38.3. Notwithstanding the provisions of Articles 21 and 36, the contractor shall not be liable to forfeiture of its performance guarantee, liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Articles 28 and 37, for the payment of interest on delayed payments, for non-performance or for termination by the contractor for default if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations, it shall promptly notify the other party and the project manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the *force majeure* event. The contractor shall not put into effect alternative means unless directed so to do by the project manager.
- 38.5. If the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other with 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, the situation of *force majeure* persists, the contract shall be terminated, and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

Article 39 - Decease

- 39.1. Where the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract.



- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract, and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such proposal.
- 39.4. Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

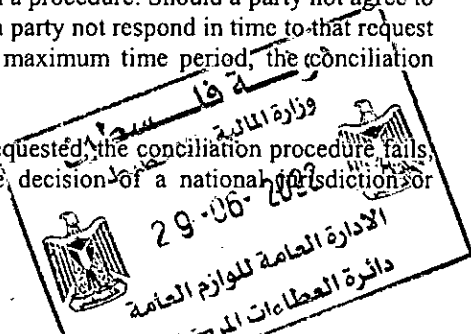
SETTLEMENT OF DISPUTES AND APPLICABLE LAW

Article 40 - Settlement of disputes

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

Article 41 - Applicable law

- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.



FINAL PROVISIONS

Article 42 - Administrative sanctions

- 42.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
 - b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;
- 42.2. In the situations mentioned in Article 42.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total contract price.
- 42.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.
- 42.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

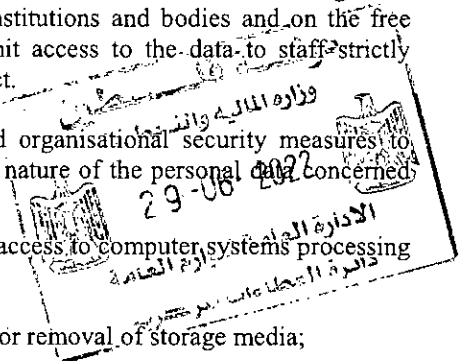
Article 43 - Verifications, checks and audits by European Union bodies

- 43.1. The contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, the EU bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.
- 43.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

- 43.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the contractor must inform the contracting authority of their precise location.
- 43.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.
- 43.5. Failure to comply with the obligations set forth in Article 43.1 to 43.4 constitutes a case of serious breach of contract.

Article 44 - Data protection

- 44.1. Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the contracting authority without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law. The contractor shall have the right to access his/her personal data and to rectify any such data. Should the contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the contracting authority. The contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- 44.2. Where the contract requires processing personal data, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- 44.3. The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The contractor shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.
- 44.4. The contractor undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;



- ab) unauthorised data input unauthorised disclosure, alteration or erasure of stored personal data;
- ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.



ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: Supply of equipment and services for Cardiac Centre in Alia Hospital

p 1 /...

Publication reference: MOH-GSD/RING /2022/113

Columns 1-2 should be completed by the contracting authority

Columns 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the contractor's technical offer

The tenderers are requested to complete the template on the next pages:

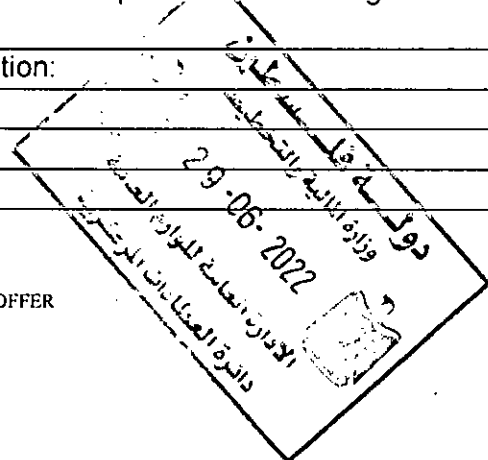
- Column 2 is completed by the contracting authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words 'compliant' or 'yes' are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

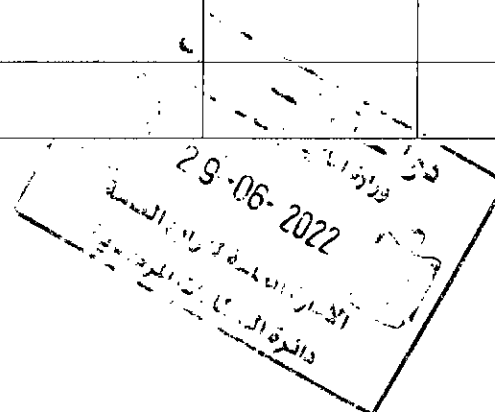
The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.



1 Item number 1	2 Specifications required	3 Specifications offered	4 Notes, remarks, ref to documentation	5 Evaluation committee's notes TECHNICAL COMPLIANCE (YES/NO)
INTRA-AORTIC BALLOON PUMP		QTY :1		
PURCHASER'S REQUIREMENTS	COMPLIANCE YES/NO	DEVIATIONS		
Good brand name Manufacture in USA, EUR, or JAPAN.				
Equipment should be FDA approved				
Latest generation IABP system.				
Transportable, Compact IABP system with minimum 3 Hours of Battery backup.				
Fast pneumatics to provide accurate & reliable ventricular support enhancing augmentation & improved after-load reduction. Preferably a compressor based system for better drive-gas shuttle speed.				
System should periodically automatically re-calibrate in-vivo with fiber optic sensor.				
Fiber optic pressure signal output should be available for external monitor to eliminate need for additional pressure monitoring site & transducer.				
Should have 3 modes of operation:				
· Automatic,				
· Semi-automatic,				
· Manual.				



System should be capable of automatically selecting appropriate trigger i.e ECG or pressure and also accurately select the inflation and deflation points, in automatic mode.				
In automatic mode of operation user should be in control of the deflation point.				
In automatic and semiautomatic mode, single ECG trigger should be able to track various ventricular and atrial arrhythmias including VE's, bi-geminy, tri-geminy, couplets etc. and atrial fibrillation, without any user intervention, and still give optimal performance.				
In automatic and semiautomatic mode, advance software should automatically adapt the timings for various rhythms and rate variations, without any user intervention.				
In automatic and semiautomatic mode, it should automatically identify atrial fibrillation & adopt R-Wave deflation mode for better patient support, without any user intervention.				
Should be able to trigger on <10mmHg of piles pressure when used in pressure trigger mode.				
Single key start-up to make it fast, user friendly and easy to use.				
Should be able to display at last 3 waveform as ECG, invasive pressure and balloon pressure waveform.				
Large detachable display for brighter & very good visibility from a distance in any lighting conditions.				
On screen indication for helium level in the cylinder & battery level for timely intervention and correction.				
ECG inflation marker to indicate inflation period on ECG which can be useful when arterial pressure waveform is not available.				
On screen indication of standby time and should give alarm after 20 min., to draw user's attention on the system being on standby.				



Optical blood back detect for early indication of blood coming into the balloon lumen due to IABC leak.				
Should have user manual available.				
Should give extensive help to correct the alarm conditions that are specific to the alarm condition.				
Should be capable of removing condensation automatically without user intervention and should be maintenance free.				
Should have peripheral vascular Doppler for checking Limb ischemia, which is tethered to the main equipment.				
Should have automatic altitude correction.				
In-built comprehensive service diagnostics to help the technician to locate the fault immediately.				
Should have capability to connect on the hospital network.				
Accessories & consumables:to be priced seperately				
ECG cable with lead wires: 2set				
Reusable invasive blood pressure transducer: 2no.				
Refillable helium cylinder compatible with the IABP system Qty: 3 nos.				
Intra-aortic balloon F/O catheter for adult, size 34cc Qty: 2 nos.				
Intra-aortic balloon F/O catheter for adult, size 44cc Qty: 2 nos.				
Intra-aortic balloon F/O catheter for adult, size 50cc Qty: 2 nos.				
<u>DOCUMENTATION</u>				
1.Operating Manual (in original) soft and hard copies				
2.Service Manual (in original).soft and hard copies include Maintenance ,Troubleshooting, Electronic boards schematics , parts list .				
3.Price listing of all spares and accessories				
<u>STANDERDS: Must be submitted with the offer ,with valid dates not less than 6 months</u>				

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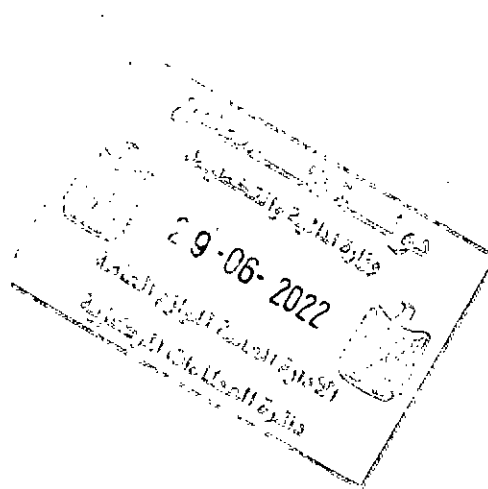
1- Equipment should be FDA, European CE, UL or BIS approved product. certificate should be submitted.				
2- CE free sale certificate should be submitted				
3- Manufacturer should have ISO certification for quality standards .certificate should be submitted.				
4-Certificate from Palestenian Standard Institution				
<u>TRAINING</u>				
On-site training of 4 x operators to departmental faculty and staff for optimum usage till satisfaction.				
On-site training for MOH engineers for equipment troubleshooting as well as PPM				
<u>INSPECTION</u>				
1. Inspection Authority: Biomedical Engineering Unit				
2. Shall inspect and test and where necessary reject the equipments after its arrival at the Hospital				
<u>Installation</u>				
Installation, Testing, Commissioning & Handing-over				
<u>Warranty</u>				
1.Warranty: 5 years, on site comprehensive warranty (labour & spares covering all parts of the units and items supplied), from the date of issue of installation certificate by Biomedical Engineering Unit				
2. 95% uptime guarantee should be given. In case downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied.				
3. Regular preventive maintenance and QA checks as per manufacturer recomindations in service manual will also be part of the warranty				

29-06-2022

4. In case of agency removed from the agent or transferred to other company, the old agent should be responsible of all warranty Implications, such as service , spare parts ,, etc				
<u>MAINTENANCE & REPAIR</u>				
1.The supplier must ensure the availability of expertise service and maintenance The vendor should submit company profile including names and No. of engineers, training certifications preferably on the same product.				
2.The system should be upgradable and all spare parts should be available for next 10 years after commissioning				
3. Application and service softwares must be provided to the Biomedical Engineering unit free of charge / or must be on demand				
<u>TERMS AND CONDITIONS</u>				
1.The Supplied equipment should be complete with all accessories and consumables needed to work completely as specified				
2.Country of origin should be clear in the offer				
3.Country of source should be clear in the offer				
4.Date of manufacturing should be clear in the offer: The offered model must be new , manufacturing date not more than 1 year from the tender date				
5. Original catalogue and detailed datasheet for the quoted model to be enclosed.				
6.Number of units installed in Palestine if any (a list of the same model with serial number and location).				
7.The offer will not be taken in consideration in case of incomplete compliance sheet or any conflict between the catalogue/data sheet submitted and the compliance sheet				
8.The Vendor should submit Agency Agreement, or Sole distribution agreement or Authorization letter for sale and maintenance.				

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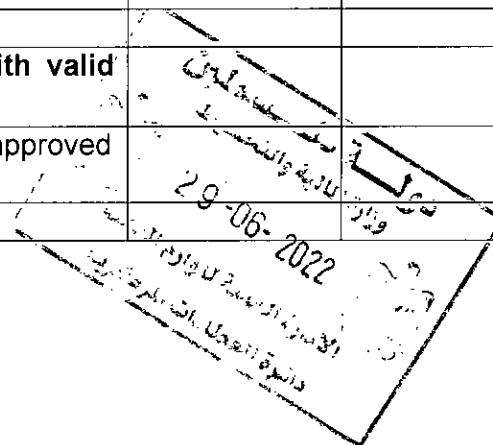
9. Company must be registered in MOH



1 Item number 2	2 Specifications required	3 Specifications offered	4 Notes, remarks, ref to documentation	5 Evaluation committee's notes TECHNICAL COMPLIANCE (YES/NO)
FRACTIONAL FLOW RESERVE SYSTEM		QTY :1		
PURCHASER'S REQUIREMENTS	COMPLIANCE YES/NO	DEVIATIONS		
Good brand name Manufacture in USA, EUR, or JAPAN.				
Should be US FDA approved product				
1-Pressure & Flow Measurements System:				
Great flexibility; quick and easy basic mode to highly sophisticated research modes.				
One combined system for simultaneous pressure and flow measurements.				
PC-based, lightweight and mobile.				
High-resolution Color LCD touch screen user interface with separate remote control.				
Compatible with all major physiological recording systems.				
15" LCD display				
Multiple image screen formats for flow, pressure, and combination flow/pressure				
CD-R/W recordable drive				
Digital data storage on CD-R disc				
Thermal printer included				
Multiple physiological input/output ports (high and low level) plus two USB ports				

دولة قطر
 وزارة الصحة والتخطيط
 29-06-2022
 الادارة العامة للوازم العامة
 دائرة العطاءات المركزية

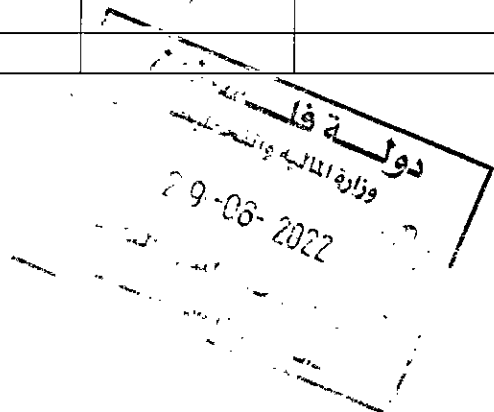
Digital storage up to two hours on system hard-drive				
Small and maneuverable cart system				
Complete with last version software				
2-Doppler flow and pressure wire for advanced physiological assessment:				
Combined simultaneous pressure and flow calculations with a design offering high steerability, and great trackability in a high performance angioplasty wire.				
Complete assessment of intravascular hemodynamics				
Simultaneous intravascular pressure and Doppler flow				
Measures FFR and CFR				
Capable of measuring stenotic and microvascular resistance				
Two sensor configuration				
Track-ability Wire				
Proximal PTFE coating for improved device deliver-ability				
Hydrophobic coating distal for improved cross-ability and smooth tracking				
Flexible Coil				
Doppler flow at tip, pressure sensor at 1.5 cm				
<u>DOCUMENTATION</u>				
1.Operating Manual (in original) soft and hard copies				
2.Service Manual (in original).soft and hard copies include Maintenance ,Troubleshooting, Electronic boards schematics , parts list .				
3.Price listing of all spares and accessories				
<u>STANDERDS: Must be submitted with the offer ,with valid dates not less than 6 months</u>				
1- Equipment should be FDA, European CE, UL or BIS approved product. certificate should be submitted.				
2- CE free sale certificate should be submitted				



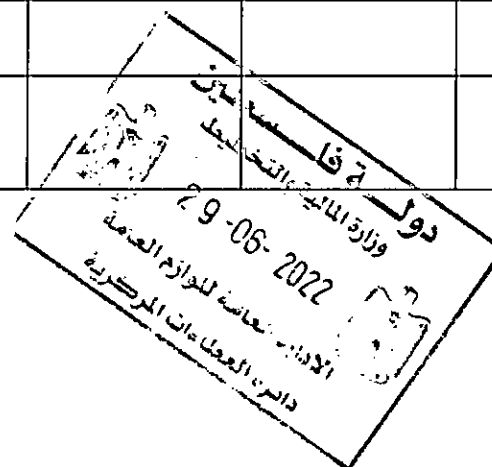
3- Manufacturer should have ISO certification for quality standards .certificate should be submitted.				
4-Certificate from Palestenian Standard Institution				
<u>TRAINING</u>				
On-site training of 4 x operators to departmental faculty and staff for optimum usage till satisfaction.				
On-site training for MOH engineers for equipment troubleshooting as well as PPM				
<u>INSPECTION</u>				
1. Inspection Authority: Biomedical Engineering Unit				
2. Shall inspect and test and where necessary reject the equipments after its arrival at the Hospital				
<u>Installation</u>				
Installation, Testing, Commissioning & Handing-over				
<u>Warranty</u>				
1.Warranty: 5 years, on site comprehensive warranty (labour & spares covering all parts of the units and items supplied), from the date of issue of installation certificate by Biomedical Engineering Unit				
2. 95% uptime guarantee should be given. In case downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied.				
3. Regular preventive maintenance and QA checks as per manufacturer recomindations in service manual will also be part of the warranty				
4. In case of agency removed from the agent or trasferred to other company, the old agent should be responsible of all warranty Implications, such as service , spare parts ,,, etc				
<u>MAINTENANCE & REPAIR</u>				

29-06-2022

1. The supplier must ensure the availability of expertise service and maintenance The vendor should submit company profile including names and No. of engineers, training certifications preferably on the same product.				
2. The system should be upgradable and all spare parts should be available for next 10 years after commissioning				
3. Application and service softwares must be provided to the Biomedical Engineering unit free of charge / or must be on demand				
TERMS AND CONDITIONS				
1. The Supplied equipment should be complete with all accessories and consumables needed to work completely as specified				
2. Country of origin should be clear in the offer				
3. Country of source should be clear in the offer				
4. Date of manufacturing should be clear in the offer: The offered model must be new , manufacturing date not more than 1 year from the tender date				
5. Original catalogue and detailed datasheet for the quoted model to be enclosed.				
6. Number of units installed in Palestine if any (a list of the same model with serial number and location).				
7. The offer will not be taken in consideration in case of incomplete compliance sheet or any conflict between the catalogue/data sheet submitted and the compliance sheet				
8. The Vendor should submit Agency Agreement, or Sole distribution agreement or Authorization letter for sale and maintenance.				
9. Company must be registered in MOH				



1 Item number	2 Specifications required	3 Specifications offered	4 Notes, remarks,	5 Evaluation committee's notes
3			ref to documentation	TECHNICAL COMPLIANCE (YES/NO)
ECHOCARDIOGRAPH		QTY :1		
PURCHASER'S REQUIREMENTS	COMPLIANCE YES/NO	DEVIATIONS		
Good brand name Manufacture in USA, EUR, or JAPAN.				
ECHOCARDIOGRAPHY COLOUR DOPPLER SYSTEM WITH TRANSESOPHAGEAL ECHOCARDIOGRAPHY (TEE)				
Latest generation and high end technology advanced digital 2D echocardiography for adult, paediatric and neonatal cardiac applications with live 3D/4D echocardiography for adults and paediatric patients.				
System should use digital beam former technology capable of incorporating future techniques.				
System should have open architecture and must be capable for future developments through hardware and software.				
System should have multi array probe technology for phased array, linear array adult and paediatric Multi plane Trans-Oesophageal Echocardiography (TEE) Transducers.				



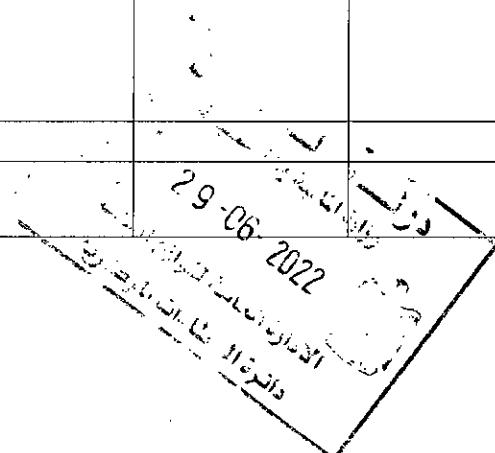
System should have minimum 120,000 digitally scalable channels for simultaneous formation, acquisition and processing of multiple ultrasound beams and has system architecture to process an entire bandwidth of frequencies from 1MHz to 17 MHz, System should support pulse coding and pulse shaping technologies , number of digital channels should be mentioned in specification sheet.				
System should have dynamic range of minimum 180 DB so that variety of patient sizes can be handled without compromise, dynamic range should be mentioned in specification sheet.				
System should be capable of supporting second generation live 3D matrix transducer capable of supporting up to 2000 elements for exceptional live 3D image quality on the matrix array transducer with a 3D data processing speed at 64 mega voxels per second, 3D data processing speed should be mentioned in specification sheet.				
Should have good tissue harmonic imaging for improved image quality.				
Should have the state of art transmit real time computed imaging technology with multiple transmitted lines of sight , wherein multiple coplanar images from different viewing angles are obtained and combined into a single computed image at real time frame rates for improved visualization and better image quality in vascular imaging and to virtually clean up the image of artefacts.				
Should have advanced image processing algorithms to analyse between targets and artefacts so as to sharpen target anatomy and reduce the speckle and artefacts for improved image quality.				
Should have extended field of view imaging of structures, by continuously scanning and moving the probe over the area of interest.				
Should have advanced tissue Doppler imaging ,system should have multiple lines acquisition capable of achieving very high frame rates, at least 300-500 fps.				

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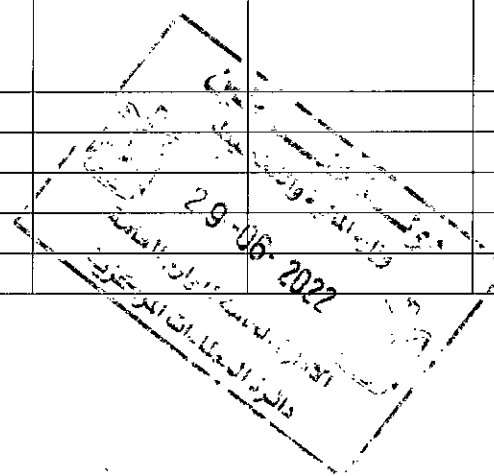
The system shall be capable of providing the following image and operation modes:				
a. Sector, linear, multi plane TEE imaging.				
b. Extremely high resolution imaging 2D, M-mode, color M-mode.				
c. Live 3D Echo on adult trans-thoracic echo(TTE)and adult trans-oesophageal echo (TEE) probe as follows:				
The system shall be capable of applying image-processing technology to 3D images including 3D volumes and multi planar displays.				
The system shall support simultaneous display of volume and multi planar (MPR) views.				
The system should provide 3D color flow rendering with the ability to crop, rotate, suppress color , suppress the B&W image ,suppress the baseline and change gains.				
The system shall support full screen display of all 3D views including individual X,Y,Z MPR views and simultaneous display of thumbnail views on the same system display monitor.				
Volume rotation in all planes must be supported.				
3D probe should support all the modes like 2D, M-mode, CW, PW and CFM.				
d. Color flow Doppler imaging				
e. Fully steerable pulsed Doppler.				
f. Fully steerable continuous wave Doppler.				
g. System should have tissue Doppler with high frame rate and 2D strain imaging.				
h. Digital cine replay of all imaging and Doppler modalities.				
i. On-screen cine storage and image recall.				
j. Digital image storage and patient archive with true scanner frame rates.				
k. Full measurement and analysis capabilities.				

29-3-2022

I. Review of stored ultrasound images and loops.				
m. User adjustable B colorization map, gain setting, color Doppler baseline angle correction and other important parameters with live/frozen/archived images/loops.				
Contrast specific imaging				
The system shall support contrast specific imaging capability.				
The system shall provide for LV opacification which should be upgradable to Myocardial perfusion contrast echo.				
The system should provide support for both low and high mechanical index.				
The system shall support a contrast specific user interface which commonly used controls (i.e output power)easily accessible.				
Advanced quantification:				
The system shall provide the following measurement tool ability to calculate and display linear distance using up to 8 pairs of resizable electronic callipers:				
Ability to trace, calculate and display the perimeter of a displayed structure, provide means of incremental erasing of perimeter trace, provide both trace and ellipse methods.				
Ability to trace, calculate and display the area of displayed structure with choice of trace or ellipse method.				
Ability for physicians to create their own measurements and arrange measurements within the order and location they desire.				
Plug-in/on-board option should include cardiac 3D quantification (3DQ) and 3D viewing, cardiac 3D advanced quantification, cardiac 2D quantification (2DQ), region of interest (ROI) quantification,automated Intima Media Thickness (IMT) , and strain quantification (SQ).				
Cardiac 2D Quantification:				
Biplane volume measurements based on the Simpsons Biplane method.				



Cardiac 3D Quantification:				
Display and manipulation of dynamic three dimensional rendering and left ventricular (LV) volumes.				
Display 3D renderings in grayscale or pseudo colorization.				
Multiplanar reconstruction (MPR) views.				
Slice provides qually spaced MPR views between the LV mitral annulus and apex automatically with long and short axis.				
Measurements of LV endocardial volume and ejection fraction using semi-automated border detection.				
Images and measurements are to be labelled on annotation and stored as AVI, BMP or JPEG file.				
Can divide the LV into multiple segments in strain imaging ,system should show the bulls Eye.				
Computes Global Volumes Based On 3D LV segments.				
3D image controls, cropping, system should support auto crop, manual crop, live cropping, rotation, magnification, 3D swivel, 3D gray scale render with user selectable post processing, colorize, 3D vision , 3D color render with user selectable post processing, multiplanar reconstruction (MPR) views both on and off line, 3D quantification from MPR includes distance, area, 3D slice plane, parallel plane.				
Cardiac 3D measurements:				
Distance, area ,LV volume ,LV ejection fraction.				
Capable of adding LV volume, mass and ejection fraction data to final patient report (labelled according to measurement method used)				
Strain Quantification (SQ)				
System should support 4D strain				
Measures the myocardial velocity.				
Acquisition :				
The acquisition length shall be user adjustable between 1 and 50				



sec.				
The system shall support the ability to acquire routine cardiac images.				
System should allow storing of cropped 3D images which can be recalled and recropped later. System should have inbuilt image management facility with facility for direct storage of images and loops in the hard disk drive and also thumbnail review to view and edit images, loops and reports.				
System should have storage facility of images, loops in the hard disk drive of 160 GB or more.				
System should be able to transfer images and clips to CD and DVD media				
External DVD/CD combo writer to be provided with the system.				
Latest thermal printer to be provided with the system.				
On line UPS with backup of min 30 minutes .				
ECG				
ECG display size and position must be user adjustable.				
The system should display heart rate on screen continuously.				
The system must provide external ECG capability.				
The system must include permanent adult and paediatric leads.				
Software-driven, backlit, and illuminated digital touch panel, assignable rotary knobs and keys for easy mode and setting changes.				
System integrated keyboard for easy patient data , annotation and report entries.				
Image management system				
System should have programmable intensive software driven architecture with data processing of phase, amplitude and frequency, raw data digital replay for cine/single loops.				
Digital cine replay allowing storing and replay images including 2D, color Doppler including Doppler audio.				

29-06-2022

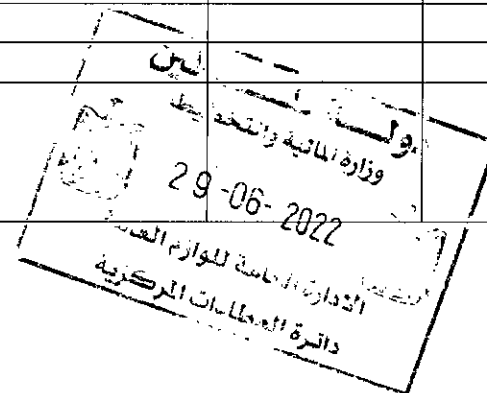
Zoom: should have a hi-fi pan zoom capability with live/frozen/stored images, should have capability of zooming the archived cine loops.				
Should have DICOM compliant.				
Should be directly compatible with color laser printer.				
Should have on-board workstation for storage and review of all examinations, 2D, 3D images, loops, etc.				
Should be capable to be connected to HIS and Pac"s, any protocols for connecting the system should be submitted.				
Power supply: Power input to be 220-240VAC, 50Hz,				
Accessories & consumables: To be priced seperately				
Adult live 3D matrix echo transducer with frequency ranging 1-5 MHz				
Paediatric live 3D matrix phased array probe with small foot print frequency range 2-7 MHz				
Vascular transducer (linear array) with frequency ranging 4-11 MHz.				
Live 3D echo (TTE) transducer for adult with frequency ranging from 1.5-3 MHz.				
Adult live multiplane 3D TEE with frequency 2-7 MHz with tissue harmonic imaging and with Electro cautery suppression. (please mention the tip size ,small tip size is preferable)				
Integrated stress echo package facility to perform digital and stress echo exams as per following specifications:				
The system shall support acquisition of full motion digital clips in all modes (including 2D, color doppler, pulse Doppler, etc.) IN FREE MANNER.				
The stress capability shall support pausing the stress echo and adding complete full volume data join for further interrogation.				
Length of acquired images shall be user-adjustable.				
Ability to display full screen and quad screen loops.				

29-06-2022

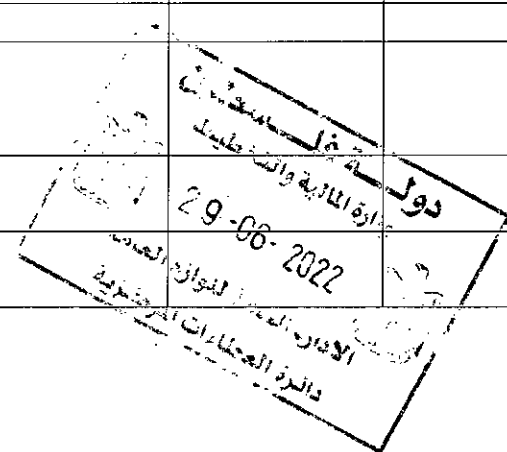
Received by Mr. ...

...

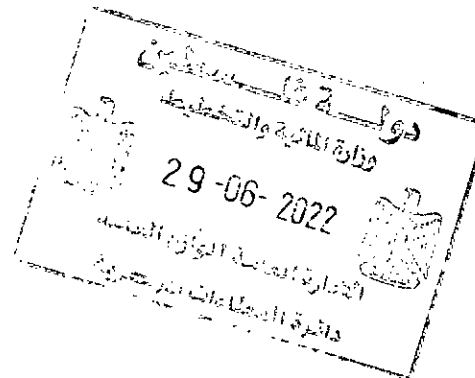
DOCUMENTATION				
1. Operating Manual (in original) soft and hard copies				
2. Service Manual (in original). soft and hard copies include Maintenance , Troubleshooting, Electronic boards schematics , parts list .				
3. Price listing of all spares and accessories				
STANDERDS: Must be submitted with the offer ,with valid dates not less than 6 months				
1-Equipment should be FDA, European CE, UL or BIS approved product. certificate should be submitted.				
2- CE free sale certificate should be submitted				
3-Manufacturer should have ISO certification for quality standards .certificate should be submitted.				
4-Certificate from Palestenian Standard Institution				
TRAINING				
On-site training of 4 x operators to departmental faculty and staff for optimum usage till satisfaction.				
On-site training for MOH engineers for equipment troubleshooting as well as PPM				
INSPECTION				
1. Inspection Authority: Biomedical Engineering Unit				
2. Shall inspect and test and where necessary reject the equipments after its arrival at the Hospital				
Installation				
Installation, Testing, Commissioning & Handing-over				
Warranty				
1. Warranty: 5 years, on site comprehensive warranty (labour & spares covering all parts of the units and items supplied), from the date of issue of installation certificate by Biomedical Engineering Unit				



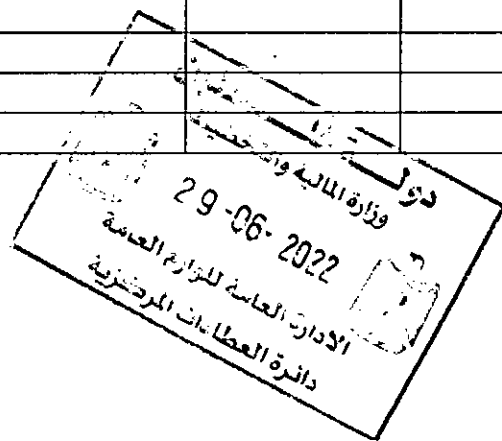
2. 95% uptime guarantee should be given. In case downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied.				
3. Regular preventive maintenance and QA checks as per manufacturer recommendations in service manual will also be part of the warranty				
4. In case of agency removed from the agent or transferred to other company, the old agent should be responsible of all warranty implications, such as service , spare parts ,,, etc				
<u>MAINTENANCE & REPAIR</u>				
1.The supplier must ensure the availability of expertise service and maintenance The vendor should submit company profile including names and No. of engineers, training certifications preferably on the same product.				
2.The system should be upgradable and all spare parts should be available for next 10 years after commissioning				
3. Application and service softwares must be provided to the Biomedical Engineering unit free of charge / or must be on demand				
<u>TERMS AND CONDITIONS</u>				
1.The Supplied equipment should be complete with all accessories and consumables needed to work completely as specified				
2.Country of origin should be clear in the offer				
3.Country of source should be clear in the offer				
4.Date of manufacturing should be clear in the offer: The offered model must be new , manufacturing date not more than 1 year from the tender date				
5. Original catalogue and detailed datasheet for the quoted model to be enclosed.				
6.Number of units installed in Palestine if any (a list of the same model with serial number and location).				



7.The offer will not be taken in consideration in case of incomplete compliance sheet or any conflict between the catalogue/data sheet submitted and the compliance sheet				
8.The Vendor should submit Agency Agreement, or Sole distribution agreement or Authorization letter for sale and maintenance.				
9. Company must be registered in MOH				



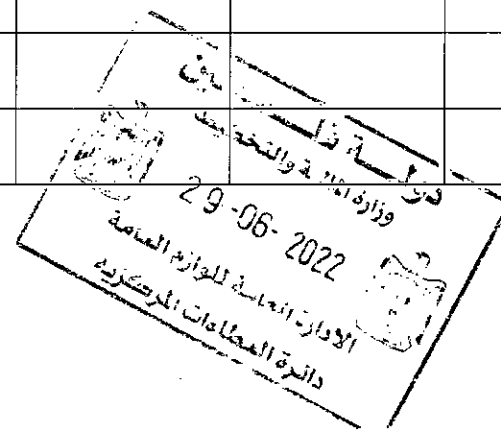
1 Item number 4	2 Specifications required	3 Specifications offered	4 Notes, remarks, ref to documentation	5 Evaluation committee's notes TECHNICAL COMPLIANCE (YES/NO)
WET SUCTION CHEST DRAINAGE UNIT	QTY :10			
PURCHASER'S REQUIREMENTS	COMPLIANCE YES/NO	DEVIATIONS		
Good brand name Manufacture in USA, EUR, or JAPAN.				
Clear chambers allow for visualization from any angle.				
Individual 3 chambers for collection, water seal, and suction control Allow easy assessment.				
Needle-free ports for collection chamber and water seal chamber				
Latex-free patient tube and components				
Automatic positive pressure relief valve Prevents dangerous positive pressure build-up within CDU.				
Manual and automatic negative pressure relief valve Automatically limits negative pressure. Automatically closes during sharp bursts of negative pressure to prevent loss of water seal. Manual option allows the clinician to manually relieve negative pressure buildup as desired.				
Pediatric and adult collection chamber graduations identify drainage volume				
Easy-to-read graphics Allows user to visually inspect the CDU.				
Set-up instructions printed on unit				
Bed-hanger capability.				



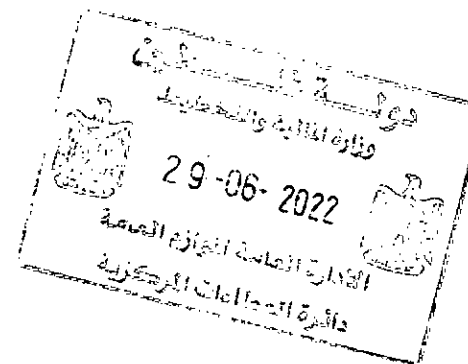
Clot collection chamber Provides assessment of clot volume collected for total fluid output analysis and eliminates clots being reinfused into the patient.				
<u>DOCUMENTATION</u>				
1.Operating Manual (in original) soft and hard copies				
2.Service Manual (in original).soft and hard copies include Maintenance ,Troubleshooting, Electronic boards schematics , parts list .				
STANDERDS: Must be submitted with the offer ,with valid dates not less than 6 months				
1-Equipment should be FDA, European CE, UL or BIS approved product. certificate should be submitted.				
2- CE free sale certificate should be submitted				
3-Manufacturer should have ISO certification for quality standards .certificate should be submitted.				
4-Certificate from Palestenian Standard Institution				
<u>TRAINING</u>				
Training of 4 x operators to an extent to enable them to operate and common fault finding in concerned hospital/unit without any additional cost.				
<u>INSPECTION</u>				
1. Inspection Authority: MOH-Biomedical Engineering Unit				
2.Shall inspect and test and where necessary reject the equipments after its arrival at the Hospital .				
<u>Installation</u>				
Installation, Testing, Commissioning & Handing-over including site preperation if needed				
<u>Warranty</u>				
1.Warranty: 5 years on site comprehensive warranty (labour & spares covering all parts of the units and items supplied), from the date of issue of installation certificate by Biomedical Engineering Unit				

دولة الكويت
 وزارة الصحة
 29-06-2022
 الإدارة العامة للأجهزة الطبية
 دائرة العطاءات العامة

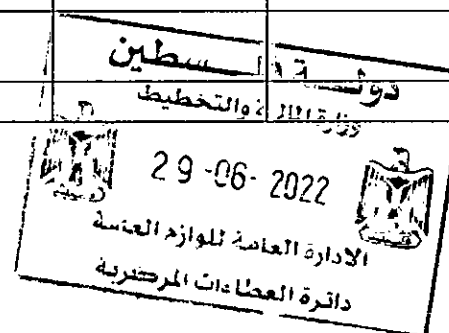
2. Regular preventive maintenance and QA checks as per manufacturer recommendations in service manual will also be part of the warranty				
3. 95% uptime guarantee should be given. In case downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied.				
<u>MAINTENANCE & REPAIR</u>				
1.The supplier must ensure the availability of expertise service and maintenance The vendor should submit company profile including names and No. of engineers, training certifications preferably on the same product.				
2.The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.				
<u>TERMS AND CONDITIONS</u>				
1.The Supplied equipment should be complete with all accessories and consumables needed to work completely as specified				
2.Country of origin should be clear in the offer				
3.Country of source should be clear in the offer				
4.Date of manufacturing should be clear in the offer				
5.Complete and original New catalogue including data sheet is attached with the offer.				
6.Number of units installed in Palestine if any (a list of the same model with serial number and location).				
7.The offer will not be taken in consideration in case of incomplete compliance sheet or any conflict between the catalogue/data sheet submitted and the compliance sheet				
8.The Vendor should submit Agency Agreement, or Sole distribution agreement or Authorization letter for sale and maintenance.				
5. Original catalogue and detailed datasheet for the quoted model to be enclosed.				
6.Number of units installed in Palestine if any (a list of the same model with serial number and location).				



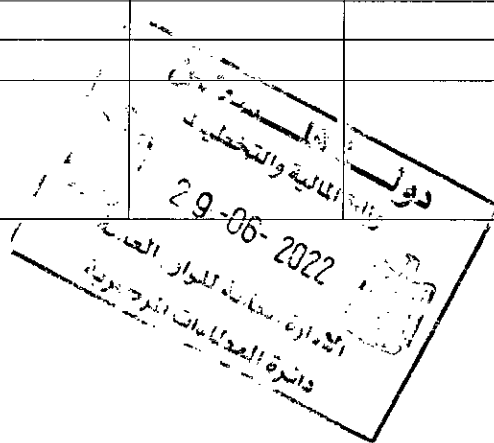
7. The offer will not be taken in consideration in case of incomplete compliance sheet or any conflict between the catalogue/data sheet submitted and the compliance sheet				
8. The Vendor should submit Agency Agreement, or Sole distribution agreement or Authorization letter for sale and maintenance.				
9. Company must be registered in MOH				



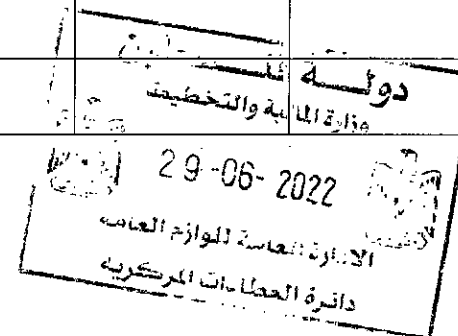
1 Item number 5	2 Specifications required	3 Specifications offered	4 Notes, remarks, ref to documentation	5 Evaluation committee's notes TECHNICAL COMPLIANCE (YES/NO)
BLOOD/SALINE WARMER	QTY :1			
PURCHASER'S REQUIREMENTS	COMPLIANCE YES/NO	DEVIATIONS		
Good brand name Manufacture in USA, EUR, or JAPAN.				
Good brand name Manufacture - Well Known brand name with good reputation				
Should be light weight				
Should display set temperature				
Should be inserted below the standard IV tubing coming from the bag and before the extension set leading to the infusion site				
Should be able to accept all standard IV sets.				
Dual temp. sensors.				
Temperature setting 37 – 41 degree Celsius adjustable in steps of 0.5 degree Celsius				
Should achieve preset temperature 38 degree centigrade +/- 0.5 degree at flow rate 2-150ml per minute				
Be quick setup within 30 sec				
Should warm in less than 1 min				
Should be fail safe to prevent over heating				
Should have audible and visual alarms for low and high temperature				
Power supply 220-230V/ 50Hz				



Complete with: stand with counter weight .				
<u>DOCUMENTATION</u>				
1.Operating Manual (in original) soft and hard copies				
2.Service Manual (in original).soft and hard copies include Maintenance ,Troubleshooting, Electronic boards schematics , parts list .				
3.Price listing of all spares and accessories				
<u>STANDERDS: Must be submitted with the offer ,with valid dates not less than 6 months</u>				
1-Equipment should be FDA, European CE, UL or BIS approved product. certificate should be submitted.				
2- CE free sale certificate should be submitted				
3-Manufacturer should have ISO certification for quality standards .certificate should be submitted.				
4-Certificate from Palestenian Standard Institution				
<u>TRAINING</u>				
On-site training of 4 x operators to departmental faculty and staff for optimum usage till satisfaction.				
On-site training for MOH engineers for equipment troubleshooting as well as PPM				
<u>INSPECTION</u>				
1. Inspection Authority: Biomedical Engineering Unit				
2. Shall inspect and test and where necessary reject the equipments after its arrival at the Hospital				
<u>Installation</u>				
Installation, Testing, Commissioning & Handing-over				
<u>Warranty</u>				
1.Warranty: 3 years, on site comprehensive warranty (labour & spares covering all parts of the units and items supplied), from the date of issue of installation certificate by Biomedical Engineering Unit				



2. 95% uptime guarantee should be given. In case downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied.				
3. Regular preventive maintenance and QA checks as per manufacturer recommendations in service manual will also be part of the warranty				
4. In case of agency removed from the agent or transferred to other company, the old agent should be responsible of all warranty implications, such as service , spare parts ,,, etc				
<u>MAINTENANCE & REPAIR</u>				
1.The supplier must ensure the availability of expertise service and maintenance The vendor should submit company profile including names and No. of engineers, training certifications preferably on the same product.				
2.The system should be upgradable and all spare parts should be available for next 10 years after commissioning				
3. Application and service softwares must be provided to the Biomedical Engineering unit free of charge / or must be on demand				
<u>TERMS AND CONDITIONS</u>				
1.The Supplied equipment should be complete with all accessories and consumables needed to work completely as specified				
2.Country of origin should be clear in the offer				
3.Country of source should be clear in the offer				
4.Date of manufacturing should be clear in the offer: The offered model must be new , manufacturing date not more than 1 year from the tender date				
5. Original catalogue and detailed datasheet for the quoted model to be enclosed.				



6.Number of units installed in Palestine if any (a list of the same model with serial number and location).				
7.The offer will not be taken in consideration in case of incomplete compliance sheet or any conflict between the catalogue/data sheet submitted and the compliance sheet				
8.The Vendor should submit Agency Agreement, or Sole distribution agreement or Authorization letter for sale and maintenance.				
9. Company must be registred in MOH				

29-06-2022
 2022-06-29
 2022-06-29

ANNEX IV: Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: <MOH-GSD/RING/2022/113> NAME OF TENDERER: <name>

A		C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP ¹	TOTAL EUR
1	1	Intra-Aortic Balloon Pump (brand/model)		
2	1	Fraction Flow Reserve (FFR) (brand/model)		
3	1	Echocardiograph (brand/model)		
4	10	Wet Suction Chest Drainage Unit (brand/model)		
5	1	Blood/Saline Warmer (brand/model)		
			Total	

29-06-2022

The price of our tender, including spare parts and consumables, is € (insert price and currency)

We will grant a discount of 1.0%

Signature and seal of each tenderer, including every consortium member and capacity providing entities and each subcontractor, providing more than 10% of the supplies:

¹ **DDP (Delivered Duty Paid) / DAP (Delivered At Place)** — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

ANNEX V: MODEL PERFORMANCE GUARANTEE

To be completed on paper bearing the letterhead of the financial institution

For the attention of

<name and address of the contracting authority>
referred to below as the 'contracting authority'

Subject: Guarantee No **<insert number>**

Performance guarantee for the full and proper execution of contract **<contract number and title>**
(please quote number and title in all correspondence)

We the undersigned, **<name and address of financial institution>**, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of **<contractor's name and address>**, hereinafter referred to as 'the contractor', payment to the contracting authority of **<amount of the performance guarantee>**, representing the performance guarantee mentioned in Article 11 of the special conditions of the contract **<contract number and title>** concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to perform its contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the special conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]¹.

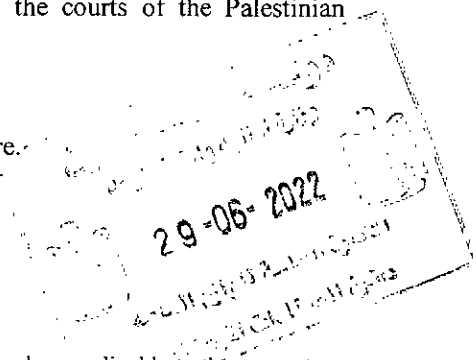
Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee shall be that of the Palestinian Authority. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the Palestinian Authority

This guarantee shall enter into force and take effect upon its signature.

Done at **<insert place>**, on **<insert date>**

¹ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.



Signature²: [signature]

Name:

[function at the financial institution/bank]

Signature³: [signature]

Name:

[function at the financial institution/bank]



² The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

³ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V: PRE-FINANCING GUARANTEE FORM

To be completed on paper bearing the letterhead of the financial institution

For the attention of

<name and address of the contracting authority>
referred to below as the 'contracting authority'

Subject: Guarantee No <insert number>

Financing guarantee for the repayment of pre-financing payable under contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]¹.

[If the whole paragraph should be deleted when the contracting authority is the European Union:]

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level]

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union: Belgium] [if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is

¹ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

the European Union: Belgium [if the contracting authority is an authority in the partner country:
<the country in which the financial institution issuing the guarantee is established>]

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at insert place, on insert date

Signature²: [signature]

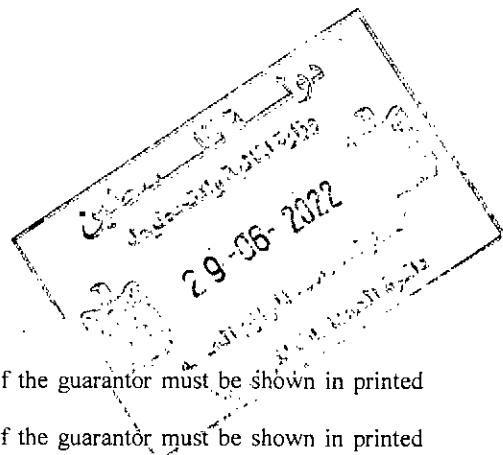
Signature³: [signature]

Name:

Name:

[function at the financial institution/bank]

[function at the financial institution/bank]



² The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

³ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

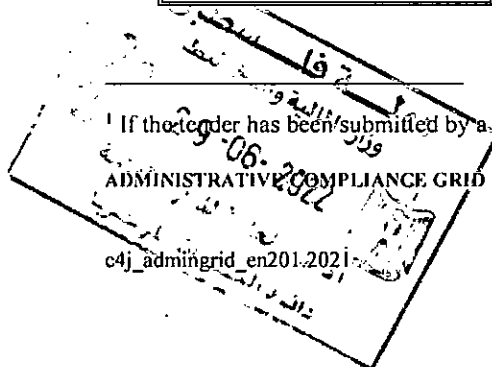
ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Supply of equipment and services for Cardiac Center in Alia Hospital Hebron /PALESTINE	Publication reference :	
-------------------------	---	--------------------------------	--

Tender envelope number	Name of tenderer	Is tenderer (consortium) nationality ¹ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								

Chairperson's name	
Chairperson's signature	
Date	

¹ If the tender has been submitted by a consortium, the nationalities of all the consortium members must be eligible.



EVALUATION GRID

To be tailored to the specific project. Must be completed by the evaluation committee. Annex II+III Technical specification/Technical offer should be annexed to this grid in the case its columns 'Evaluation committee's notes' have been completed.

Contract title :	Supply of Equipment and services for Cardiac center in Alia Hospital Hebron /PALESTINE	Publication reference :	
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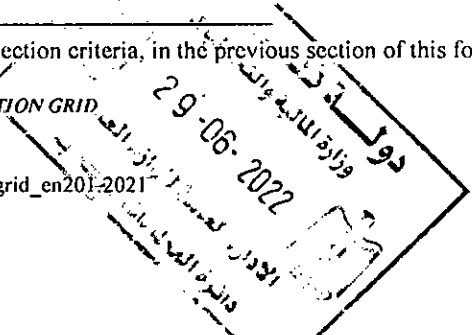
Tender envelope No	Name of tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art. 6 of the general conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Justification/ notes:

Evaluator's name & signature	
Evaluator's name & signature	

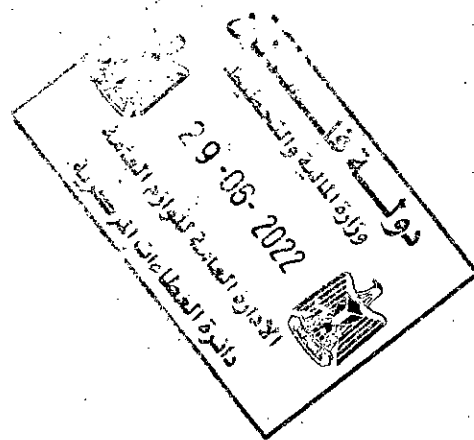
¹ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

EVALUATION GRID

c4k_evalgrid_en201-2021



Evaluator's name & signature	
Date	



D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: MOH-GSD /RING /2022/113

Title of contract: Supply of Medical Equipment for Cardiac Center in Alia Hospital

A: Ministry of Finance

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will supply the supplies or perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality¹
Leader²		
Member		
Etc ...		

¹ Country in which the legal entity is registered.

² Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

29-05-2022

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last year⁵ <specify> > €	Year before last year <specify> > €	Last year <specify> > €	Average⁶ €	Past year €**	Current year €**
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
Current ratio (current assets/current liabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable

³ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

⁴ If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender-form. Consolidated data are not requested for financial ratios.

⁵ Last year=last accounting year for which the entity's accounts have been closed.

⁶ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁷ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁸ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

⁹ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years¹⁰.

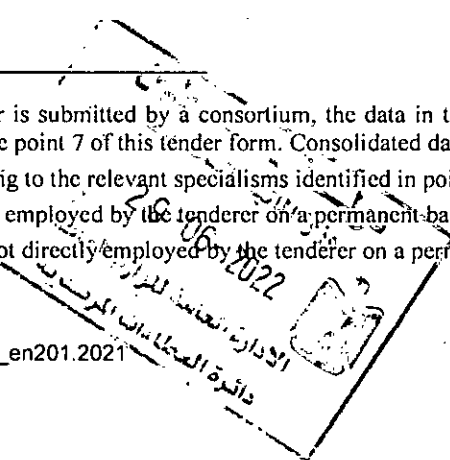
Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ¹²								
Other staff ¹³								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

¹⁰ If this tender is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios.

¹¹ Corresponding to the relevant specialisms identified in point 5 below.

¹² Staff directly employed by the tenderer on a permanent basis (i.e. under indefinite contracts).

¹³ Other staff not directly employed by the tenderer on a permanent basis (i.e. under fixed-term contracts).

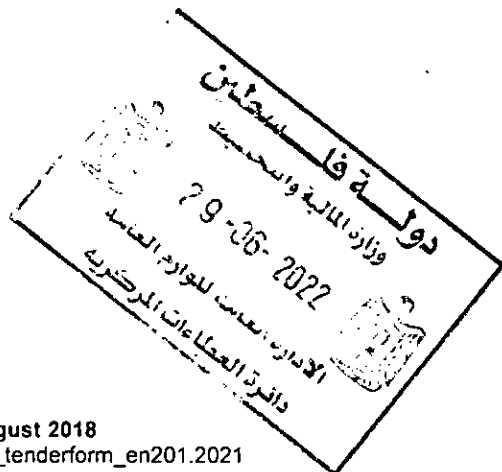


5 FIELDS OF SPECIALISATION

Please use the table below to indicate the specialisms relevant to this contract of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [Maximum 10 specialisms]

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹⁴				

¹⁴ add/delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).



6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out over the past **5|3 for economic sectors with rapid evolution** years¹⁵ by the legal entity or entities making this tender. The number of references to be provided must not exceed 15 for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) ¹⁶	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

¹⁵ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

¹⁶ Amounts actually paid, without the effect of inflation.



7 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor providing more than 10% of the supplies, must submit a signed declaration using this format, together with the declaration of honour on exclusion and selection criteria (Annex 1) (insert Form a.14). The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the contracting authority upon request.

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: <description of supplies with indication of quantities and origin>

Lot 2: <description of supplies with indication of quantities and origin>

Etc.

3

5 This tender is valid for a period of 120 days from the final date for submission of tenders.

6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the special conditions.

7 Our firm/company [and our subcontractors] has/have the following nationality:

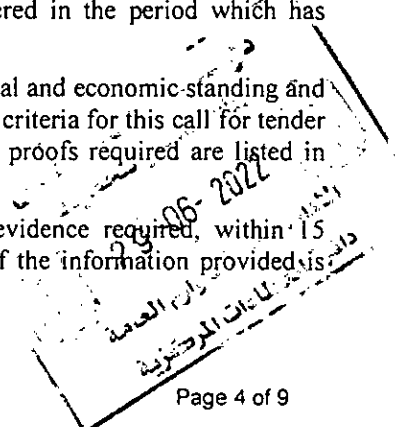
<.....>

8 We are making this tender in our own right [as member in the consortium led by [< name of the leader >] [ourselves]*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution]. [We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]

9 In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

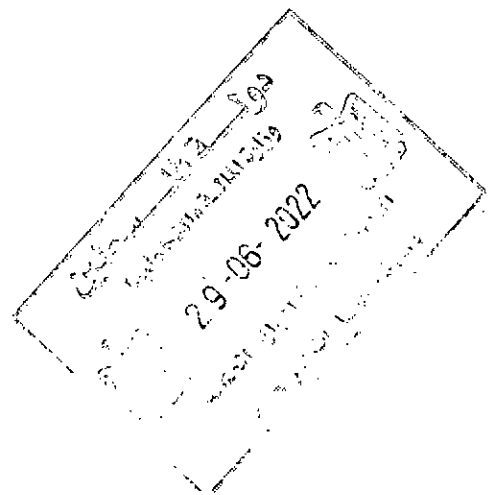
We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.



- 10 We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11 We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
- 12 We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13 We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.
- 14 We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]



If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual closed accounts and our latest projections. Estimated figures (i.e. those not included in annual closed accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last⁵ <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average⁶ EUR	Past year EUR	Current year EUR
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
Current ratio (current assets/current liabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable



The following table contains our personnel statistics as included in the consortium's tender form.

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ¹²								
Other staff ¹³								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

Yours faithfully

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles>

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

Insert Form A.14



TENDER GUARANTEE FORM

Specimen tender guarantee

To be completed on paper bearing the letterhead of the financial institution

For the attention of <address of the contracting authority> referred to below as the 'contracting authority'

<Date>

Title of contract:

Identification number:

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <tenderer's name and address> the payment to the contracting authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the contract notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]¹.

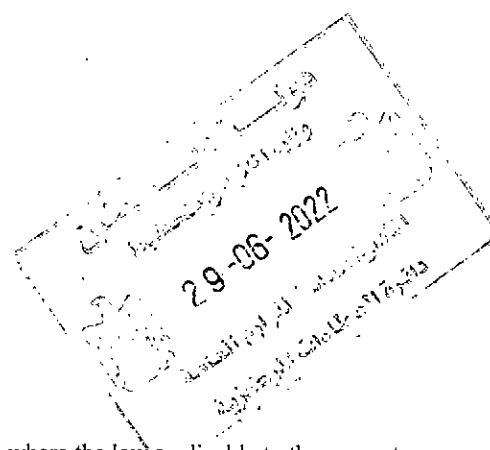
The law applicable to this guarantee shall be that of the Palestinian Authority. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the Palestinian Authority.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: Position:

Signature:

Date:



¹ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Declaration on honour on exclusion criteria and selection criteria

The undersigned **[insert name of the signatory of this form]**, representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:	<input type="checkbox"/>	<input type="checkbox"/>

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>

(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ¹ :	YES	NO
i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv. subject to information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	<input type="checkbox"/>	<input type="checkbox"/>
vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

Not applicable to natural persons, Member States and local authorities

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g.	YES	NO	N/A
---	-----	----	-----

¹ The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:			
Situation (1)(c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [<i><u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</u></i>]:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security

contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (1): (a), (c), (d), (f), (g) and (h) above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (1) (a), (b), production of recent certificates issued by the competent authorities of the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA**Selection criteria applicable to all consortium members/subcontractors/capacity providing entities**

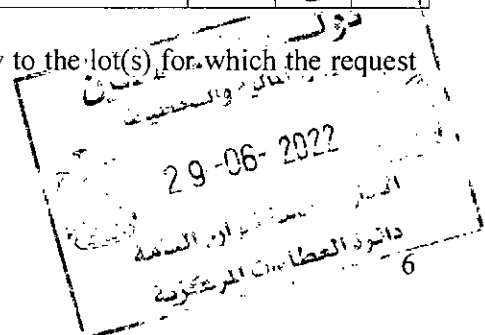
(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical criteria indicated in section [insert] of the contract notice/additional information about the contract notice /Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) It fulfills the applicable professional criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) is not subject to conflicting interests which may negatively affect the contract performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).

Selection criteria applicable to the tenderer as a whole-consolidated assessment (to be filled ONLY by the sole tenderer or the leader in case of consortium)

(2) if the above-mentioned person is the sole tenderer or the leader in case of consortium , declares that:	YES	NO	N/A
(f) the tenderer, including all members of the group in case of consortium and including subcontractors and entities on whose capacity the tenderer intends to rely if applicable, fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) is not subject to conflicting interests which may negatively affect the contract performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.



VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary</i>	

IX - DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

(to be filled ONLY by the sole tenderer or the leader in case of consortium)

The person, being a sole tenderer/the leader in case of consortium, submitting a request to participate/tender for the above procedure, declares that:

the tenderer, including each member of the group in case of consortium, subcontractors,	YES	NO
does not have an established debt to the Union.	<input type="checkbox"/>	<input type="checkbox"/>

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature²

² The declaration is to be signed with:

1. Electronic signature (recommended option):

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/vwebapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.
- EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. Handwritten signature:

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature!

2.9-06-2021
الإدارة العامة للتجارة الخارجية
دائرة الترخيص
مصر



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①	
ACCOUNT NAME ②	<input type="text"/>
IBAN/ACCOUNT NUMBER ③	<input type="text"/>
CURRENCY	<input type="text"/>
BIC/SWIFT CODE	<input type="text"/>
BRANCH CODE ④	<input type="text"/>
BANK NAME	<input type="text"/>
ADDRESS OF BANK BRANCH	
STREET & NUMBER	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

ACCOUNT HOLDER'S DATA	
AS DECLARED TO THE BANK	
ACCOUNT HOLDER	<input type="text"/>
STREET & NUMBER	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

REMARK	<input type="text"/>
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BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

29-06-2022



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	<input type="text"/> <input type="text"/> <input type="text"/>		
BUSINESS NAME (if different)	<input type="text"/> <input type="text"/>		
ABBREVIATION	<input type="text"/>		
LEGAL FORM	<input type="text"/>		
ORGANISATION TYPE	FOR PROFIT <input type="checkbox"/>		
	NON FOR PROFIT <input type="checkbox"/>	NGO ②	YES <input type="checkbox"/> NO <input type="checkbox"/>
MAIN REGISTRATION NUMBER ③	<input type="text"/>		
SECONDARY REGISTRATION NUMBER (if applicable)	<input type="text"/>		
PLACE OF MAIN REGISTRATION	CITY	<input type="text"/>	
	COUNTRY	<input type="text"/>	
DATE OF MAIN REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	DD	MM	YYYY
VAT NUMBER	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/> <input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
		CITY	<input type="text"/>
COUNTRY	<input type="text"/>	PHONE	<input type="text"/>
E-MAIL	<input type="text"/>		

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE
--

STAMP

دولة فلسطين
مجلس الوزراء
29-06-2022
دائرة التخطيط والمالية
31

- ① National denomination and its translation in EN or FR if existing.
- ② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.
- ③ Registration number in the national register of companies. See table with corresponding field denomination by country.

TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY

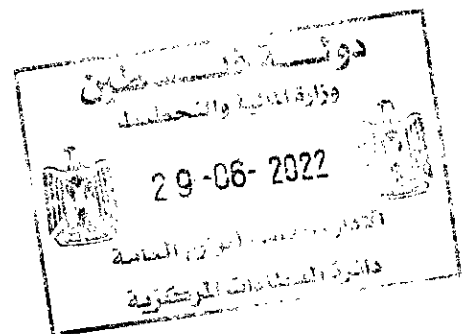
ISO CODE	MAIN REGISTRATION NUMBER
AT	Firmenbuchnummer (FN) ZentraleVereinregister (ZVR-Zahl) Ordnungsnummer
BE	Numéro d'entreprise Ondernemingsnummer Unternehmensnummer
BG	Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ПИК) Unified Identification Code (UIC)
CY	Αριθμός Εγγραφής Αριθμός Μητρώου
CZ	Identifikační číslo (IČO)
DE	Handelsregister Genossenschaftsregister (Nummer de Firma) Vereinsregister (Nummer des Vereins) Nummer der Partnerschaft (Partnerschaftsregister)
DK	Det centrale virksomhedsregister (CVR-nummer)
EE	Registrikood
ES	HOJA number
FI	Yritys- ja yhteisötunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID)
FR	Immatriculation au Registre de Commerce et de Sociétés (RCS) - Système Informatique du Répertoire des Entreprises (SIRENE)
GB	Company number
GR	ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ (Γενικού Εμπορικού Μητρώου) Δικηγορικός Σύλλογος Αθηνών (Δ.Σ.Α)
HR	Matični broj subjekta(MBS) Pod registarskim Brojem Matični broj obrta (MBO) Registarski Broj kakladnog
HU	Cégjegyzékszám
IE	Company number Grouping registration number in Ireland
IT	Repertorio Economico Amministrativo (REA)
LT	Kodas
LU	Registre de commerce et des sociétés RCS Numéro d'immatriculation Handelsregisternummer
LV	Vienotais Reģistrācijas Numurs

MT	Registration number Register of Voluntary Organisation (Identification number)
NL	Kamer van Koophandel (KvK-nummer) Dossinummer
PL	REGON
PT	Numero de identificaçao de pessoa colectiva (NIPC)
RO	Numar de ordine in registrul comertului Numarul inscrierii in registrul special
SE	Organisationsnummer
SI	Matična številka
SK	Identifikačné číslo (ICO)



ANNEX VI

ELIGIBILITY CRITERIA, ETHICAL CLAUSES, CONTRACTS GENERAL PRINCIPLES



ELIGIBILITY CRITERIA, ETHICAL CLAUSES, CONTRACT GENERAL PRINCIPLES

This Annex harmonizes the latest edition of the “*Rules and Procedures for service, supply and works contracts financed from the general budget of the European Commission in the context of cooperation with third countries*” with the fundamental principles of Italian law on procurement and development aid.

1. CONTRACTOR ELIGIBILITY

1.1 THE RULE ON OBJECTIVITY AND IMPARTIALITY

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

1.2 THE RULE ON ECONOMIC, FINANCIAL, PROFESSIONAL, AND TECHNICAL CAPACITY

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 *Economic and financial standing*: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 *Professional and technical capacity*: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

1.3 GROUND FOR EXCLUSION FOR PARTICIPATION IN CONTRACTS

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

- 1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 11.06.2011, n. 159 (“Antimafia”). Italian tenderers/offerers must provide a self-declaration that they are not in the conditions as referred to in the Italian Legislative Decree 11.06.2011, n. 159 (“Antimafia”). Non-Italian tenderers/offerers must provide an equivalent self-declaration, if issuable under their respective National law.

- 1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.
- 1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.
- 1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- 1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.
- 1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.
- 1.3.8 They are guilty of serious misrepresentation in supplying the information required by the AIGCS as a condition of participation in a tender procedure or contract.
- 1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the AIGCS or another contract financed with Italian funds.

2. CONTRACT GENERAL PRINCIPLES

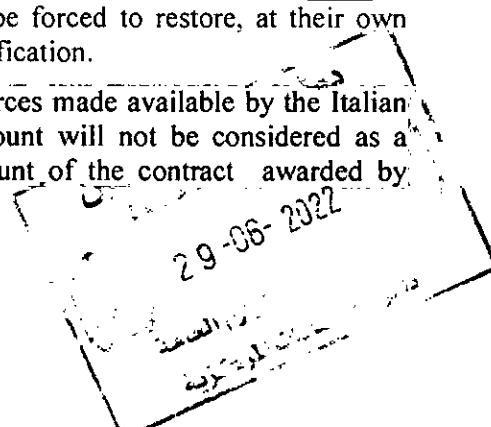
2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders. In presence of adequately motivated technical reasons, even less than three eligible offers may be accepted, whether the fundamental principles mentioned in the introduction are respected.

2.4 Contracts may not be modified, unless the modification is approved by the AIGCS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement whatsoever for activities carried out without prior authorization. If AIGCS or the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial resources made available by the Italian Government for the contract to be awarded. This amount will not be considered as a maximum amount of the auction. In case of the amount of the contract awarded by



Contracting authority being higher, any additional cost will be covered by the local Government either directly or through other donors

2.6 Modifications of supply and service contracts shall be effective upon AICS prior authorization, which may only be granted in the following cases:

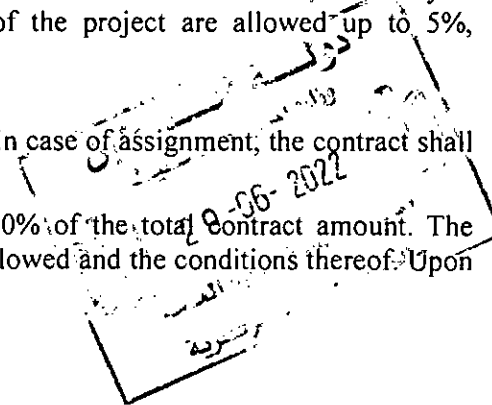
- 2.6.1) modifications of applicable laws and regulations;
- 2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance;
- 2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
- 2.6.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
- 2.6.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;
- 2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;
- 2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon AICS prior authorization, which may only be granted in the following cases:

- 2.7.1) modifications of applicable laws and regulations;
- 2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;
- 2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;
- 2.7.4) geological problems not predictable in the executive project;
- 2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for the damages; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;
- 2.7.6) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon



submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable.

2.11 Contract prices shall be denominated and paid exclusively in euros. Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence, contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 ELIGIBLE AND INELIGIBLE COSTS

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

- a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);
- b) goods, services and civil works directly or indirectly connected to police or military activities;
- c) non-income / non-profit taxes (including VAT) and import duties;
- d) provisions for outstanding debts and future losses of the beneficiary or the final users;
- e) interests owed by the beneficiary or the final users to any third party.

4. ETHICAL CLAUSES

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply

equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the **AICS** has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenders who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 The **AICS** reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial

expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

4.13 Contractors undertakes to supply the **AICS** on request with supporting evidence regarding the conditions in which the contract is being executed. The **AICS** may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

4.14 Contractors found to have paid unusual commercial expenses on Projects funded by the **AICS** are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving **AICS** funds.

4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other **AICS** contracts and in penalties. The individual or company in question must be informed of the fact in writing.

4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

29-06-2022