

State of Palestine(SP)

**Ministry of Finance – Central Tendering Department
For the Benefit of Ministry of Education & Higher Education**

**Funded by the
Joint Financing Partners**

Tender Documents for the Procurement of Equipment

**Tender No: MEHE/JFA.1.312233/2018
MEHE/JFA/2018/164**

**Tender Documents for the Procurement of
Purchase and supply of office equipment for kindergartens
under the Joint Financing Arrangement**

September 2018



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PART 1 – Bidding Procedures



دعوة لتقديم عطاءات

رقم العطاء : **MEHE/JFA.1.312233/2018** (**MEHE/JFA/2018/164**)

موضوع العطاء: شراء وتوريد اجهزة مكتبية لرياض الاطفال

1. تلقت وزارة التربية والتعليم العالي منحة مالية بقيمة 35 مليون دولار من خمس دول مانحة وهي ألمانيا وفنلندا وايرلندا والنرويج وبلجيكا فيما يسمى بشركاء التمويل المشترك في إطار تمويل تنفيذ بنود الخطة الاستراتيجية لتطوير التعليم. وعليه تنوي وزارة التربية والتعليم العالي تخصيص جزء من عائدات هذه المنحة شراء وتوريد اجهزة مكتبية لرياض الاطفال بموجب العقد وضمن المناقصة رقم : **MEHE/JFA.1.312233/2018** (**MEHE/JFA/2018/164**) وسوف يتم تطبيق قيمة المنحة المقدمة من شركات التمويل حصريا لتمويل النفقات .

2. تدعو مديرية اللوازم العامة في وزارة المالية ولحساب وزارة التربية والتعليم العالي الجهات المؤهلة لتقديم العطاءات بالظرف المختوم لتوريد المتطلبات لوزارة التربية والتعليم العالي ، ومديريات التربية المذكورة في جدول التوزيع المرفق .

3. يمكن للجهات المعنية بالعطاء الحصول على مزيد من المعلومات من مديرية اللوازم العامة في وزارة المالية وجمع وثائق المناقصة من العنوان المذكور في صفحة معلومات العطاء من 8:00 صباحا وحتى 2:00 بعد الظهر.

4. يوجد مجموعة كاملة من وثائق المناقصة باللغة الانجليزية ويمكن شراؤها من قبل مقدمي العطاءات المعنين برسوم غير مستردة وقيمتها (\$ 60) للنسخة الواحدة.

5. تدفع رسوم كراسة المناقصة لحساب وزارة المالية في بنك فلسطين على حساب رقم (219000/49).

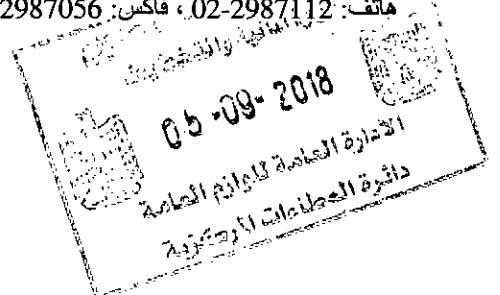
يجب أن يتم تسليم العطاءات الى العنوان الموضح أدناه في موعد أقصاه (يوم الثلاثاء الموافق 2018/10/9) حيث تقبل الطلبات لغاية الساعة (11:00) صباحا من ذلك التاريخ . ويجب أن ترفق جميع العطاءات بكفالة دخول للعطاء والبالغ 5% من قيمة العرض المقدم وسارية المفعول لغاية 180 يوم من تاريخ آخر موعد لتقديم عروض الأسعار ، وسيتم رفض العروض المتأخرة عن الموعد المحدد. سيتم فتح العطاءات بحضور ممثلي مقدمي العطاءات الذين يتم اعتماد طلباتهم في العنوان المذكور في صفحة معلومات العطاء في تمام الساعة 11:00 من صباح يوم الثلاثاء الموافق 2018 /10 /9 .

6. اجور النشر والاعلان على من يرسو عليه المناقصة ولمرة واحدة فقط.

7. الاسعار بالدولار وهي غير شاملة لضريبة القيمة المضافة .

مديرية اللوازم العامة
وزارة المالية والتخطيط
عمارة الناشء، الطابق الثالث، البالوع
رام الله (الصفحة الغربية)
هاتف: 02-2987112 ، فاكس: 02-2987056

رئيس لجنة العطاءات المركزية



Invitation for Bids (IFB)

Date: [2018/9/5] -----

Contract Identification No: **MEHE/JFA.1.312233/2018 (MEHE/JFA/2018/164)**

Purchase and supply of office equipment for kindergartens

The Ministry of Education and Higher Education (MEHE) has received a grant of \$35M from the Governments of Germany Finland, Ireland and Norway and Belgium (**Joint Financing Partners, JFPs**) towards financing the implementation of the Education Development Strategic Plan (EDSP). The MEHE intends to apply part of the proceeds of this grant to payments under the contract for the **Purchase and Purchase and supply of office equipment for kindergartens**

1. under Tender No. **MEHE/JFA.1.312233/2018. (MEHE/JFA/2018/164)** The grants from JFPs shall be exclusively applied to the financing of expenditures
2. The Directorate of General Supplies (DGS) of the Ministry of Finance (MOF) and for the benefit of the MEHE now invites sealed bids from eligible bidders for the
3. Purchase and Purchase and supply of office equipment for kindergartens the MEHE, the Directorates of Education .in the West Bank.
4. Interested eligible bidders may obtain further information from the Directorate of General Supplies (DGS) at the Ministry of Finance (MOF) of the PA and collect the bidding documents at the address stated in the BDS from 8:00 a.m. to 2:00 p.m.
5. A complete set of bidding documents in *English* may be purchased by interested bidders for payment of a nonrefundable fee of "60\$" per copy.

The bidding documents fee shall be paid to the account of the Ministry of Finance under number (219000/49)/ Bank of Palestine until 11:00 am of 9 /10 / 2018.

6. Bids must be delivered to the address below at or before *11:00 morning of 9/10 /2018*. All bids must be accompanied by a bid security of 5% of the bid price And is valid for 180 days from the last date for submission of bids. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address stated in the BDS at *11:00 a.m. on 9 /10 /2018*.
7. Wages publishing and advertising on who wins the tender and only once
8. prices(\$) shall exclude vat.

Directorate General of Supplies.
Ministry of Finance and planning
Al-Basha Building, 3rd Floor, Al-Balo'
Ramallah, West Bank.
Tel. 02-2987112, Fax. 02-2987056

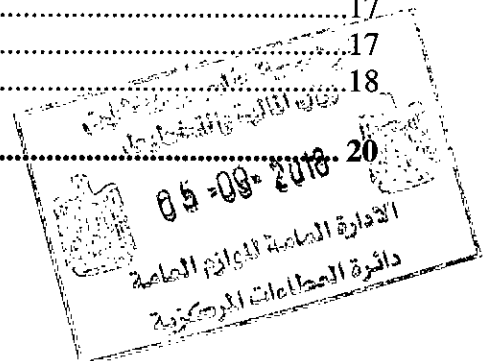
Head of the Central Tendering Committee



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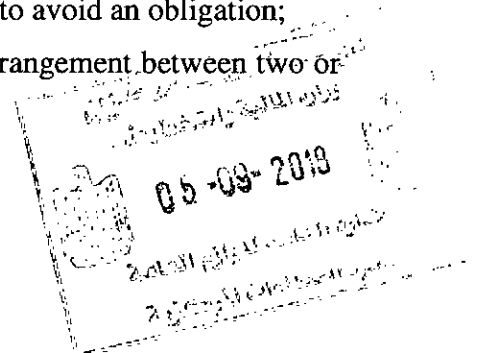
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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The General Supplies Department (GSD) and for the benefit of the MEHE issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Bid are **specified in the Bid Data Sheet (BDS)**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
- 2. Source of Funds**
- 2.1 The Ministry of Education and Higher Education (MEHE) has received a grant of \$35M from the Governments of Germany, Finland, Ireland and Norway (**Joint Financing Partners, JFPs**) towards financing the implementation of the Education Development Strategic Plan (EDSP). The MEHE intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 3. Fraud and Corruption**
- 3.1 It is a policy to require that (GSD) s as well as bidders, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the (GSD):
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or



more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the MEHE investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) will cancel a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

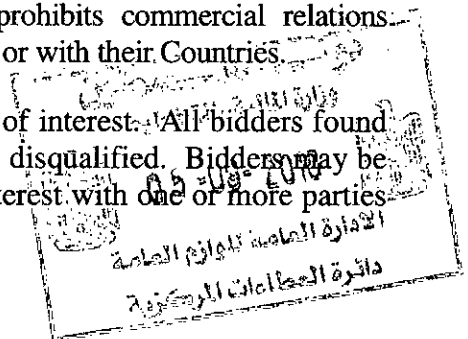
4. Eligible Bidders

4.1 Participation in the bidding procedure is open to all interested Bidders except:

a. For those Bidders ruled out by sanctions issued by the UN Security Council.

b. If the Palestinian Authority prohibits commercial relations with the manufacturing entities or with their Countries.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties



in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the MEHE to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) Submit more than one bid in this bidding process.

4.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the (GSD), as the The (GSD) shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country except:
- (a) As a matter of law or official regulation, the Palestinian Authority prohibits commercial relations with that Country or with the manufacturing entities.
 - (b) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Palestinian Authority prohibits any import of goods from that Country or any payments to persons or entities in that Country.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries



PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the (GSD) in writing at the (GSD)'s address **specified in the BDS**. The (GSD) will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The (GSD) shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

7.2 Should the (GSD) deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.3.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the (GSD) may amend the Bidding Documents by issuing addendum.

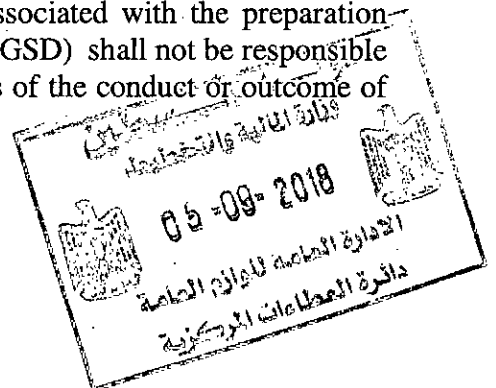
8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the (GSD).

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the (GSD) may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.3

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the (GSD) shall not be responsible or liable for those costs, regardless of the conduct or outcome of



the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the The (GSD), shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

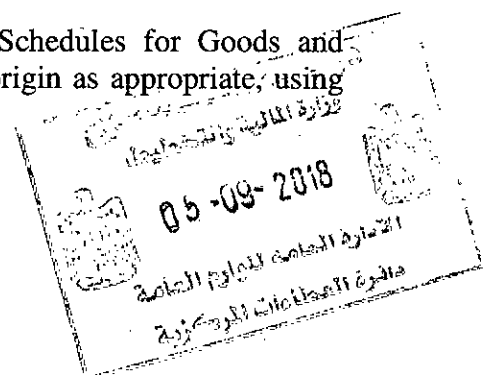
11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Dully signed Declaration of Undertaking furnished in Section IV.
 - (b) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (c) Bid Security in accordance with ITB Clause 21, if required;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (h) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (i) any other document **required in the BDS**.

12. Bid Submission Form and Price Schedules

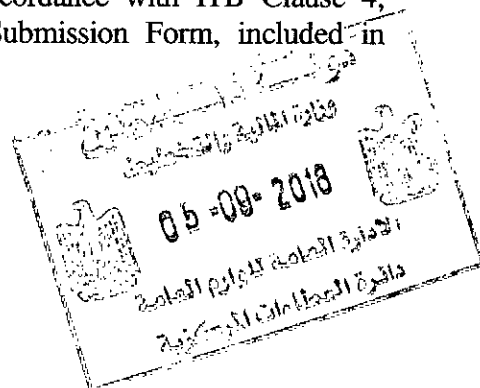
12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using

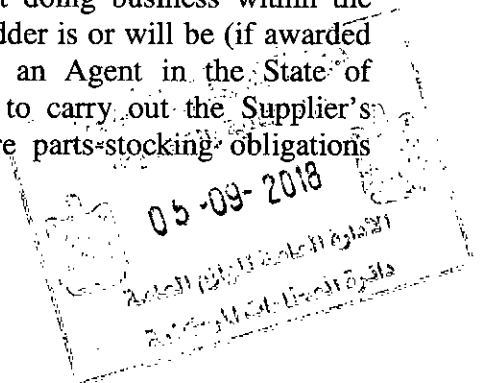


the forms furnished in Section IV, Bidding Forms

- 13. Alternative Bids** 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts in the Bid Submission Form and in the Price Schedule Form.
- 14.5 Unless stated otherwise in the bidding documents, the Contract shall be based on the unit rates and prices in the Bills of Quantities submitted by the bidder.
- 14.6 All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date for submission of bids with the exception of Value Added Tax (VAT), shall be included in the rates and prices and the total Bid Price submitted by the bidder. The bid rates and prices shall also include all associated costs to be borne by the Supplier including all overheads and profits.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.
- 14.8 Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot.
- 15. Currencies of Bid** 15.1 The Bidder shall quote in the currency specified in the **BDS**.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.



- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the MEHE's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the (GSD)'s satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Palestinian Territories;
- (b) that, in case of a Bidder not doing business within the Palestinian Territories, the Bidder is or will be (if awarded the contract) represented by an Agent in the State of Palestine equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations



prescribed in the Conditions of Contract and/or Technical Specifications; and

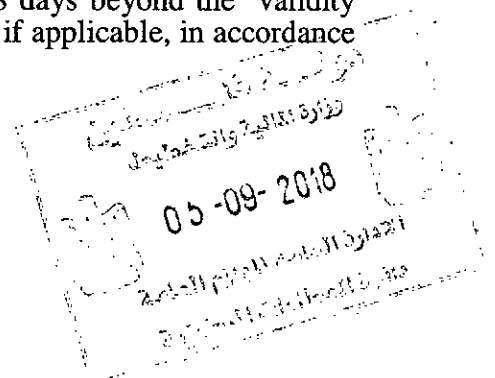
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the GSD. A bid valid for a shorter period shall be rejected by the GSD as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the GSD may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Bid and shall:
 - (a) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the Bid Security is located outside the Palestinian Territories, it shall have a correspondent financial institution located in the State of Palestine to make it enforceable. The Bid Security shall comply with the rules of the Palestinian Monetary Authority.
 - (b) be strictly in accordance with the form of Bid Security included in Section IV, Bidding Forms.
 - (c) be payable promptly upon written demand by the MEHE;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;



- 21.3 Any bid not accompanied by a substantially responsive Bid Security shall be rejected by the GSD as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified in the Bidding Documents; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

**22. Format and
Signing of Bid**

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.



D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may submit their bids by mail or by hand (submission by E-mail is not allowed). Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the GSD in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the GSD will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the GSD at the address and no later than the date and time **specified in the BDS**.

24.2 If the Bidder choose to submit its bid by mail (submission by E-mail shall not be permitted), the GSD shall not bear any responsibility for any delay in submission.

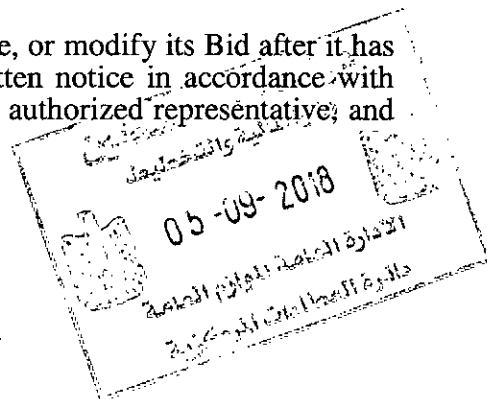
24.3 The GSD may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the GSD and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The GSD shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the GSD after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and



Modification of Bids

shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the GSD prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

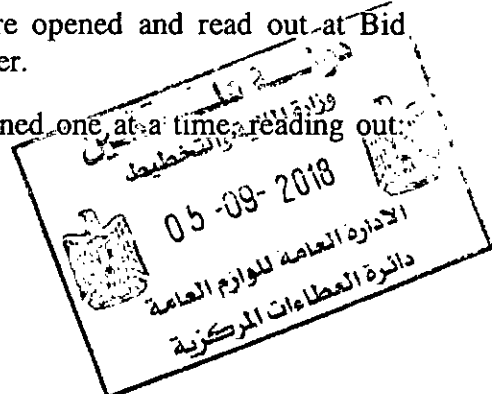
26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the BDS or any extension thereof.

27. Bid Opening

27.1 The GSD shall conduct the bid opening in public at the address, date and time specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out:

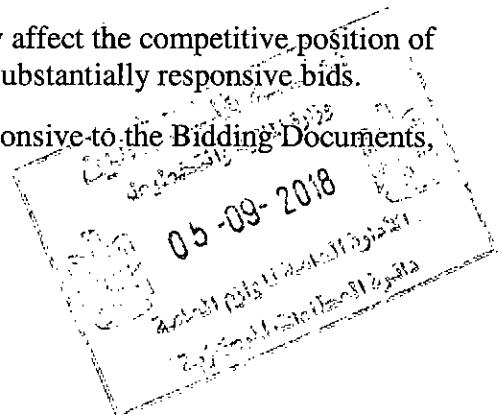


the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security and any other details as the GSD may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.



E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the GSD in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the GSD on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the GSD may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the GSD shall not be considered. The GSD's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the GSD in the Evaluation of the bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The GSD's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the GSD's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents,



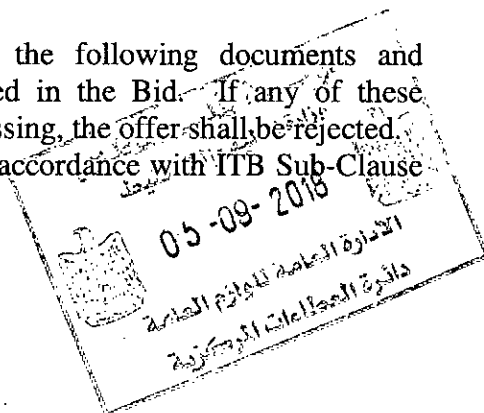
it shall be rejected by the GSD and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the GSD may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the GSD may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the GSD shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the GSD there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Bidder that awarded the Bid or part of the Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security shall be forfeited proportionally.

32. Preliminary Examination of Bids

- 32.1 The GSD shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The GSD shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause



12.1;

- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security, in accordance with ITB Clause 21.
- (d) The duly signed Declaration of Undertaking attached in Section IV "Bidding Forms"

33. Examination of Terms and Conditions; Technical Evaluation

- 33.1 The GSD shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The GSD shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the GSD determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

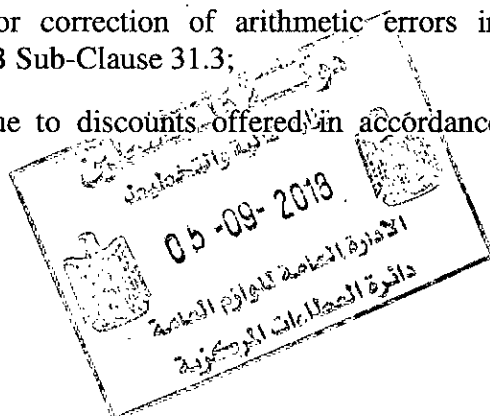
- 34.1 For evaluation and comparison purposes, the GSD shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

35. Domestic Preference

- 35.1 Domestic preference shall not be a factor in bid evaluation.

36. Evaluation of Bids

- 36.1 The GSD shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the GSD shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the GSD shall consider the following:
 - (a) evaluation will be done for Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance



with ITB Sub-Clause 14.4;

36.4 In order to verify quality of product for final award decision it is required to provide original samples at a later stage and prior to the award of the Contract.

- a. Samples of items shall be delivered to the GSD in Ramallah no later than ten (10) days of the GSD request.
- b. Samples will be inspected and comments on defects will be submitted to Bidders for remedy.
- c. Corrected samples shall be redelivered within ten (10) days from the receipt of the comments by the Bidder for final inspection.
- d. Under no circumstances claims for transport from and back to the Supplier will be accepted by the Employer.

37. Comparison of Bids

37.1 The GSD shall compare all substantially responsive bids.

38. Postqualification of the Bidder

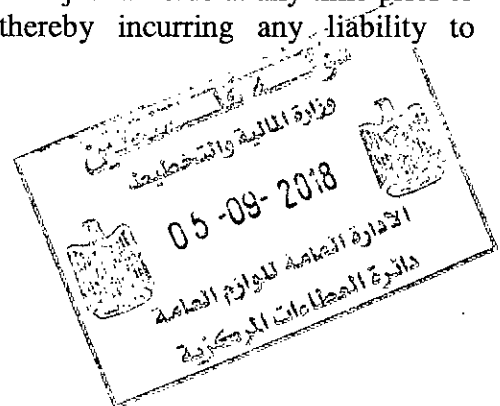
38.1 The GSD shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the GSD shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

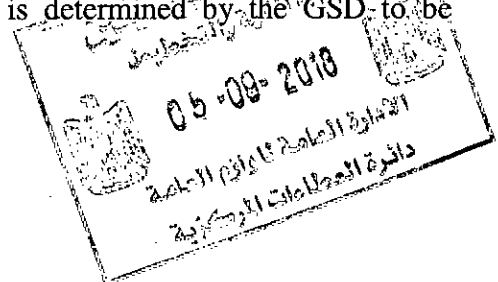
39. GSD's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The GSD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.



F. Award of Contract

- 40. Award Criteria** 40.1 For each Lot, the GSD shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid for that Lot and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. GSD's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the GSD reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the GSD shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the GSD will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.
- 43. Signing of Contract** 43.1 Within fourteen (14) days of receipt of the notification of award from the GSD, the successful Bidder(s) shall come to the GSD offices in Ramallah to sign the Contract Agreement.
- 44. Performance Security** 44.1 Within fourteen (14) days of the receipt of notification of award from the GSD, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The GSD shall promptly notify the name of the winning Bidder(s) to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder(s) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the GSD may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the GSD to be

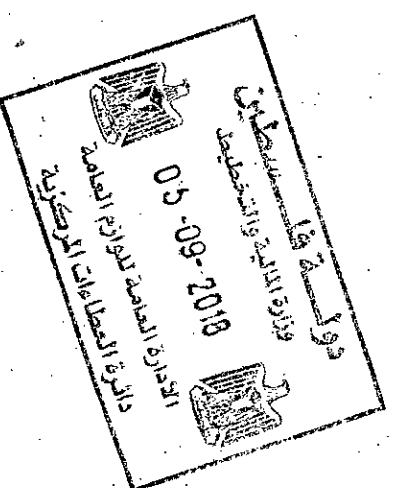


qualified to perform the Contract satisfactorily.

45. Reimbursements, Guarantee Or Similar Claimable Payments

45.1 Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made to the Palestinian Ministry of Finance's Account Number (219000/49) in the Bank of Palestine, SWIFT Code PALSPS22.

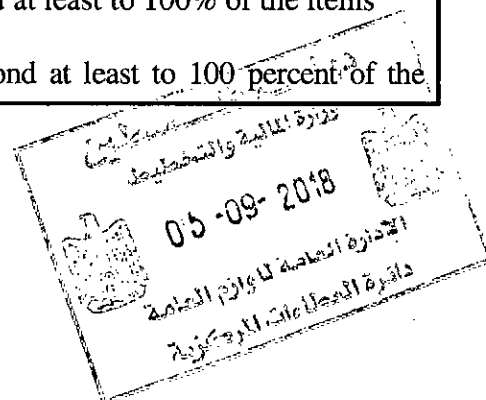




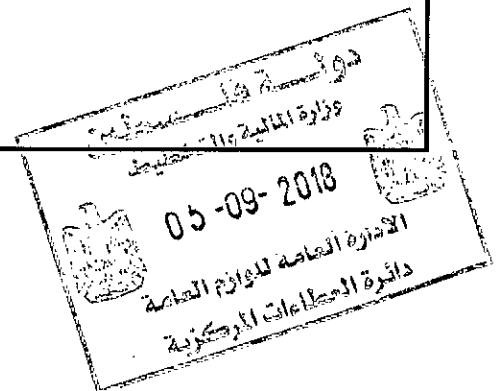
Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

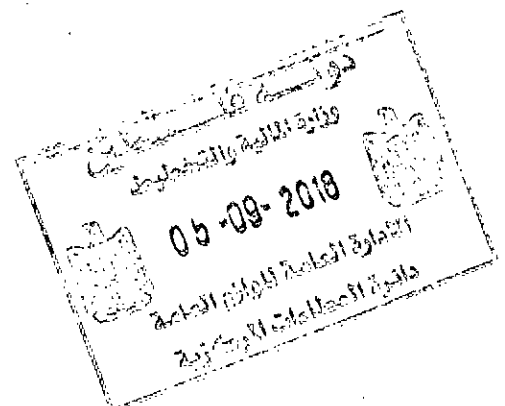
A. General	
ITB 1.1	The name and identification number of the Tender : Purchase and Purchase and supply of office equipment for kindergartens [MEHE/JFA.1.312233/2018]MEHE/JFA/2018/164 The number, identification and names of the lots comprising this Bid are: [Purchase and Purchase and supply of office equipment for kindergartens]
ITB 2.1	The name of the Project is: [JFA]
B. Contents of Bidding Documents	
ITB 7.1	For Clarification of bid purposes only, the Directorate of General Supplies' address is: Attention: Director General of Supplies Directorate of General Supplies. Ministry of Finance Al-Basha Building, 3 rd Floor, Al-Balo' Ramallah, West Bank. Tel. ++97022987112 Fax. ++97022987056
C. Preparation of Bids	
ITB 10.1	The language of the bid is "English"
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: No additional documents are required.
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100% of the items specified for each lot. Prices quoted for each item shall correspond at least to 100 percent of the



	quantities specified for this item of a lot.
ITB 15.1	The Bidder <i>is</i> required to quote in US Dollars.
ITB 19.1 (a)	Manufacturer's authorization is required
ITB 19.1 (b)	After sales service is: <i>required</i>
ITB 20.1	The bid validity period shall be 150 days.
ITB 21.1	Bid shall include a Bid Security issued by a bank in the form included in Section IV Bidding Forms and comply with the conditions of ITB 21.
ITB 21.2	The amount of the Bid Security shall be <u>5% of the</u> bidder total bid and valid for 180 days from bid submission date
ITB 22.1	In addition to the original of the bid, the number of copies is: (1)
D. Submission and Opening of Bids	
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: supply of Furniture, <i>tender number</i> MEHE/JFA.1.312233/2018].MEHE/JFA/2018/164
ITB 24.1	For bid submission purposes the address is: Directorate of General Supplies Ministry of Finance Al-Basha Building, 3 rd Floor, Al-Balo' in front of Best Eastern Hotel Ramallah, West Bank Tel. ++97022987112 Fax. ++97022987056 The deadline for the submission of bids is: Date: <u>[9/10/2018]</u> Time: <u>[11:00 a.m.]</u>
ITB 27.1	The bid opening shall take place at: Directorate of General Supplies Ministry of Finance Al-Basha Building, 3 rd Floor, Al-Balo' in front of Best Eastern Hotel Ramallah, West Bank Tel. ++97022987112 Fax. ++97022987056



	Date: [9/10/2018] Time: [11:00 a.m.]
E. Evaluation and Comparison of Bids	
ITB 34.1	Bid prices expressed in different currencies shall be converted in: Not Applicable.
ITB 36.3(a)	Bids will be evaluated GROUP BASIS If a Price Schedule shows items listed but not priced or item not listed in the Price Schedule then the Bidder will be disqualified.
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>No.</i> (b) Deviation in payment schedule: <i>No.</i>
ITB 36.6	Bidders <i>shall</i> be allowed to quote separate prices <u>for one or more lots.</u>
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: 30% The maximum percentage by which quantities may be decreased is: 30%



Section III. Evaluation and Qualification Criteria

Contents

1. Post-qualification Requirements (ITB 38.2)

1. Post-qualification Requirements (ITB 38.2)

The GSD will carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. For any Bidder to pass the post-qualification, he shall satisfy all the requirements listed below. If any of the listed requirements is not fulfilled the Bidder will be considered as unsuccessful and he will not be financially evaluated:

a. Local Bidders:

- The Bidder shall be in business related to the scope of the Bid for at least one year.
- The Bidder shall be legally registered with the Ministry of National Economy of the Palestinian Authority.
- The Bidder shall be registered for the purpose of taxation with the Ministry of Finance of the Palestinian Authority.
- The Bidder shall submit an approved financial report approved by an authorized legal auditor for the last three years evidencing the generation of profit. If the business life is less than three years then the report shall cover the business life.

b. International Bidders:

1. The Bidder shall have a legal address in the Palestinian Territories.
2. The Bidder shall be registered for purposes of taxation with the Ministry of Finance of the Palestinian Authority.
3. The Bidder shall have a legally registered Local Agent (The local agent shall not participate in the bid independently. If so happen both the International Bidder as well as the Local Agent will be disqualified).

4. Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):



Section III. Evaluation and Qualification Criteria

- The Bidder shall submit an approved financial report for the last three years evidencing the generation of profit.
- Annual average turnover for the last five years not less than TWICE the value of his bid.

5. Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- The Bidder shall be in the business for at least the last (5) continuous years.
- The Bidder shall have implemented at least (3) similar contracts over the past (5) years.



Section IV. Bidding Forms

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Bid Submission Form	37
Price Schedule Form	39
Manufacturer's Authorization	42



Bidder Information Form

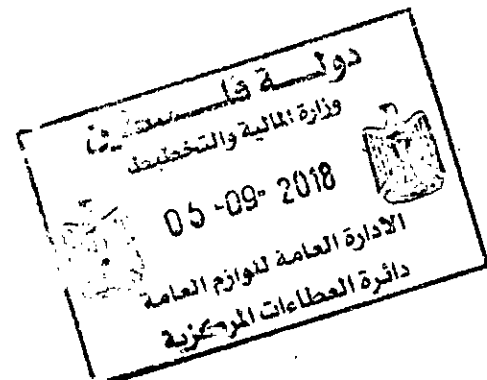
[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

ICB No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]



Section IV. Bidding Forms

7. Attached are copies of original documents of: [check the box(es) of the attached original documents]

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.
- In case of government owned entity from the GSD's country, documents establishing legal and financial autonomy and compliance with commercial law.



Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Bid Submission]

ICB No.: [insert number of bidding process]

Page [] of [] pages

1. Bidder's Legal Name: [insert Bidder's legal name]
2. JV's Party legal name: [insert JV's Party legal name]
3. JV's Party Country of Registration: [insert JV's Party country of registration]
4. JV's Party Year of Registration: [insert JV's Part year of registration]
5. JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
6. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the GSD's country, documents establishing legal and financial autonomy and compliance with commercial law.



Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

ICB No.: [insert number of bidding process]

Invitation for Bid No.: [insert No of IFB]

Alternative No.: [insert identification No if this is a Bid for an alternative]

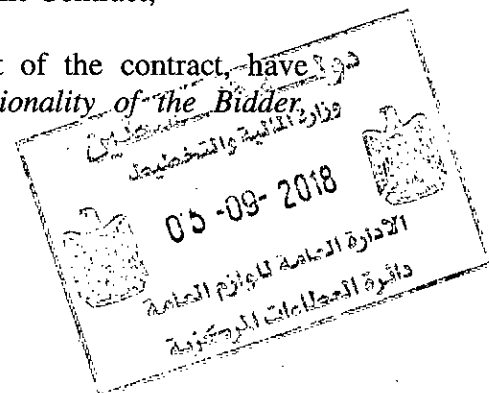
To: [insert complete name of GSD]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have _____ nationality from eligible countries _____ [insert the nationality of the Bidder].



Section IV. Bidding Forms

including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the UN Security Council, under the GSD's country laws or official regulations, in accordance with ITB Sub-Clause 4.1;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

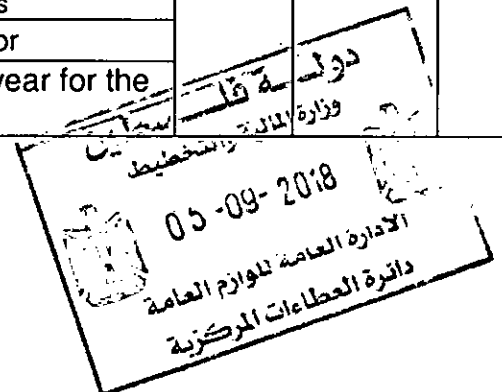
Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*
Dated on _____ day of _____, _____ *[insert date of signing]*



Price Schedule Form

Name of Bidder _____ Tender No. MEHE/JFA.1.312233/2018
 (MEHE/JFA/2018/164)
GROUP NO (1)

No.	Item (5)	Interactive Projector (Ultra-short through) Projector	QTY	U.Price\$	Total \$
1	Brightness	3500 ANSI lumens	26		
2	Native display Resolution	WXGA 1280*800			
3	Lamp	6000 Working Hours, 190W			
4	Speakers	16W			
5	Image Contrast	13000:1			
6	Aspect Ratio	16:10 (WXGA)			
7	Input/output	USB 2.- Type B, HDMI in, MHL, Stereo mini jack audio in, VGA out, Ethernet interface (1000 Base-TX /100 Base-TX / 10 Base-T), USB 2.- Type A, Stereo mini jack audio out, VGA in (2x), Microphone input,			
8	Accessories/Cables	2 interactive pen, wall mount, remote control, power cable, video cable, MHL, D-sub 15 pin cable, CD manual, USB and			
9	Interactive software support	Multi-touch up to 4 interactive pens Have Class Lesson Example Support Arabic language Auto calibration Multi-screen Windows 7, 8.1 & 10			
10	Other incidental services	Installation and activation 4-Hour training session with handouts for group of schools in district level (10 - 15 sessions)			
11	Installation Includes	HDMI Cable 10 meters All cables to be installed in plastic trunk (10 meters) Panel (1x 3.5mm Audio Jack, 1x DVI port, 1x HDMI port, 1x USB port, 1x Network socket) 2 electricity sockets + 2 On/Off switches Electricity cable (3 x 2.5) 10 meters			
12	Touch	Finger touch camera for projector			
13	warranty	3 years for the device and 1 year for the lamp			



GROUP NO (2)

No.	Item (1)	Brand Name Business LapTop Computer Spec.	QTY	U.Price\$	Total \$
1	CPU	Intel @ core i5 (3 MB Cache), 7th generation, Turbo	27		
2	Series	Business Series (Not including Small Business Series)			
3	Memory	8 GB DDR4			
4	Chipset	Intel Chipset			
5	Video Card	Intel Graphics Media Accelerator			
6	Hard Drive	1 Tera 7200 rpm			
7	Monitor	14" - 15.6" LED Monitor			
8	Optical Drive	DVD RW			
9	Network Card	Integrated Intl 10\100\1000 Ethernet 802.11 b\g\AC wireless			
10	Sound Card	Integrated 3D Audio , with line in , line out , Mic ports .			
11	Key Board	Arabic English Keyboard			
12	Installed Software	Operating System: Licensed Genuine preinstalled Windows 10 Pro			
13		(64 bit) with original media recovery CD, Arabic Interface enabled.			
14	Case	Same brand good quality carrying case			
15	Battery	3-cell Battery			
16	Interface	HDMI, VGA, USB, Stereo mini jack audio in (HDMI convertor incase of Mini HDMI)			
17	Charger	Power Supply			
18	warranty	3 years on ALL Parts & Labor (Full Warranty:3.3.3)			

ملاحظة : يجب وضع شعار المانع ملون على كافة اللوازم التي سيتم توريدها

Prices shall exclude Value Added Tax (VAT)

Signature of Bidder _____

Date: _____



Bid Security Form

To: Ministry of Finance and Planning
Palestinian Authority

Date: _____

Contract Name: *Supply and Delivery of School Furniture*
Contract No.: **MEHE/JFA.1.312233/2018**
Gentlemen and/or Ladies:

We, the undersigned (Guarantor), in order to enable to bid for **(Supply and Delivery of---**) hereby irrevocably and independently guarantee to pay to you an amount up to a total of

(In words:)
Waiving all objections and defenses

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm is no longer prepared to abide by this bid.

This guarantee shall expire not later than

By this date we must have received any claims by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the law of the Palestinian Authority.

.....
Place, date

.....
Guarantor



Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of GSD]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

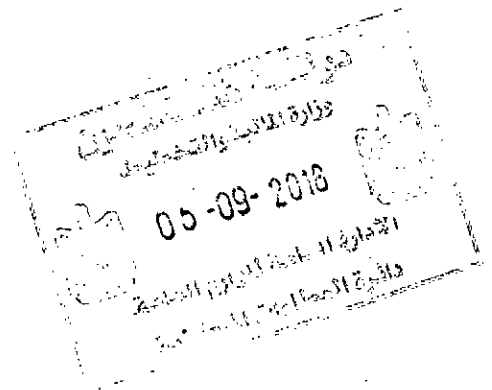
We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

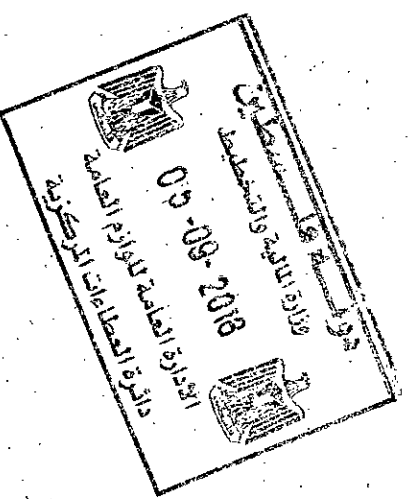
Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*



PART 2 – Supply Requirements



Section VI. Schedule of Requirements

Contents

1. Delivery Schedule	45
2. Technical Specifications	Error! Bookmark not defined.
3. Drawings	Error! Bookmark not defined.
4. Inspections and Tests	Error! Bookmark not defined.



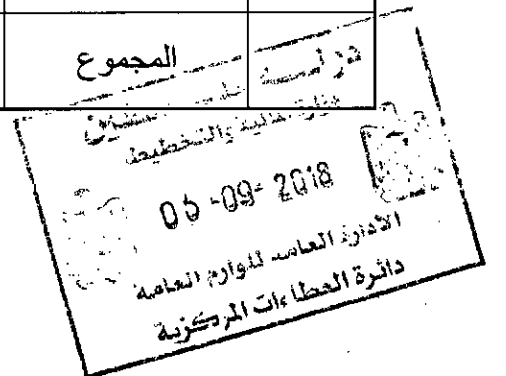
1. Delivery Schedule

Goods shall be delivered to the destinations and in the quantities furnished in the following tables:

1.

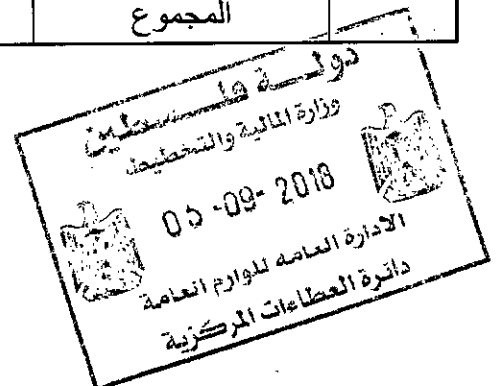
جدول التوزيع للمجموعه رقم 1

الرقم	المديرية	العدد من أجهزة أنتركتف بروجكتر لكل مديرية
1	قباطية	2
2	جنين	2
3	طوباس	1
4	طولكرم	2
5	قليلية	1
6	سلفيت	1
7	جنوب نابلس	1
8	نابلس	2
9	رام الله والبيرة	2
10	اريجا	1
11	القدس	1
12	ضواحي القدس	1
13	بيت لحم	2
14	شمال الخليل	2
15	الخليل	2
16	جنوب الخليل	2
17	يطا	1
	المجموع	26

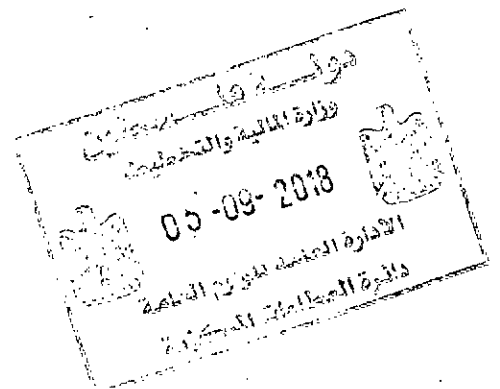


جدول التوزيع للمجموعه رقم 2

الرقم	المديرية	العدد من أجهزة لاب توب لكل مديرية
1	قباطية	2
2	جنين	2
3	طوباس	2
4	طولكرم	2
5	قلقيلية	1
6	سلفيت	1
7	جنوب نابلس	1
8	نابلس	2
9	رام الله والبيرة	2
10	اريجا	1
11	القدس	1
12	ضواحي القدس	1
13	بيت لحم	2
14	شمال الخليل	2
15	الخليل	2
16	جنوب الخليل	2
17	يطا	1
	المجموع	27



2. Delivery of goods will be divided into shipments. No supplies shall be shipped or delivered to the place of acceptance until the Supplier has received a delivery order from the DGS for that shipment. The Supplier 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. If there is a discrepancy between the delivery order and what is listed in the contract, it is the Suppliers obligation to seek clarification from the DGS.
3. Delivery process shall be performed and completed during the working days and working hours of the MEHE
4. Cost of storage and keeping the goods in shape and good condition is the responsibility of the Supplier.
5. **The delivery should be completed as per above schedule but not exceeding (90) days from the date of the purchase order.**



Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC 1.1(h)	The GSD's country is the "State of Palestine"
SCC 1.1(i)	The GSD: The General Supplies Department State of Palestine
SCC 1.1 (j)	MEHE: The Ministry of Education & Higher Education State of Palestine
SCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: as furnished in the Delivery Schedule
SCC 5.1	The language shall be: English



<p>SCC 8.1</p>	<p>For notices, the MEHE's address shall be:</p> <p>Attention: Mohammad Al-Quarout Director of Procurement Department Ministry of Education & Higher Education Old Building, Second Floor, Room # (-----) Ramallah, P.O. BOX () Telephone: Facsimile number: Electronic mail address:</p> <p>For notices; the Supplier's address shall be:</p>
<p>SCC 9.1</p>	<p>The governing law shall be the laws of the Palestinian Authority</p>
<p>SCC 10.2</p>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) Contract with a Foreign Supplier:</p> <p>GCC 10.2 (a) Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force ((see: http://www.uncitral.org/pdf/english/texts/arbitration/arb-rules-revised/arb-rules-revised-2010-e.pdf)).</p> <p>The place of arbitration shall be Ramallah and the Language of Arbitration shall be English.</p> <p>(b) Contracts with Suppliers being registered or based in the Palestinian Territories:</p> <p>In the case of a dispute between the GSD and a Supplier who is registered or based in the Palestinian Territories, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Palestinian Authority.</p>



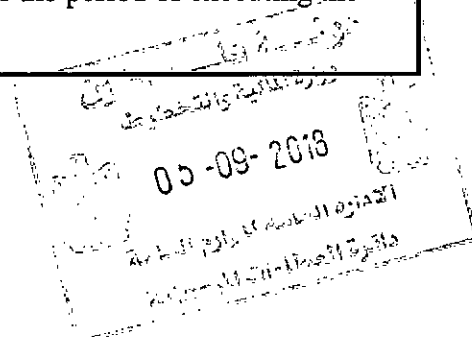
<p>SCC 11.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>For Goods supplied from abroad:</p> <p>GCC 10.3 Upon shipment, the Supplier shall notify the Purchaser of the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading (number and date), port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and (1) copy of the negotiable, clean, on-board bill of lading marked "<i>freight prepaid</i>" and (1) copy of nonnegotiable bill of lading; (iii) Copies of the packing list identifying contents of each package; (v) Manufacturer's or Supplier's warranty certificate; (vi) Certificate of origin. <p>The above documents shall be received by the Purchaser at an adequate time before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country:</p> <p>GCC 10.3 Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Delivery note, railway receipt, or truck receipt; (iii) Manufacturer's or Supplier's warranty certificate; (iv) Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>SCC 14.2</p>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p>SCC 15.1</p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p>

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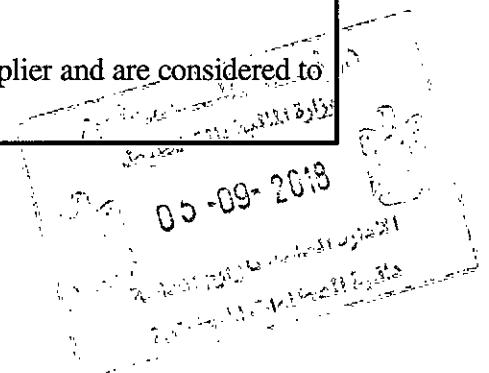
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	<p>Payment for Goods and Services supplied shall be made in US Dollars, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form furnished in <i>Section IX – Contract Forms</i>.</p> <p>(ii) On Acceptance: Eighty (80) percent of the Contract Price of each shipment shall be paid on acceptance of the Goods and upon submission of the documents specified in GCC Clause 12. Payment shall be made in accordance with GCC Clause 15.</p> <p>(iii) On Completion: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier upon the completion of all his obligations under the Contract and the submission of a Defects Liability Security in the value of (10%) of the Contract Price valid for at least (180) days from the date of acceptance of the last shipment. The Defect Liability Security shall be in a form acceptable by the GSD.</p> <p>Any single payment shall not be less than US\$ 100,000 in value unless the contract Price is less than this value. If the case is so then the supplier shall submit one payment only.</p>
<p>SCC 15.5</p>	<p>The payment-delay period after which the GSD shall pay interest to the supplier shall be (60) days.</p> <p>The interest rate that shall be applied is 0 %</p>
<p>SCC 17.1</p>	<p>A Performance Security shall be required</p> <p>The amount of the Performance Security shall be: 10% of the Contract Price (180 DAYS)</p> <p>Maintenance Guarantee for 5% of the Contract value and valid for 1 year from the provisional acceptance date.</p>
<p>SCC 17.3</p>	<p>The Performance Security shall be in the form of a Bank Guarantee</p> <p>The Performance security shall be denominated in the currencies of the Contract.</p> <p>The Performance Security shall be in the form attached in Section IX.</p> <p>The Performance Security shall be valid for the period of executing the Contract.</p>

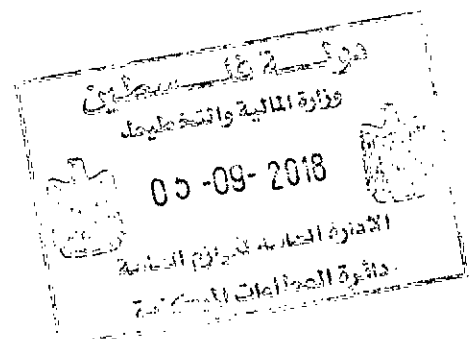


SCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be (for Imported Goods):</p> <ul style="list-style-type: none"> - All furniture parts shall be packed in accordance with good commercial practice, protected from damage during handling and shipping, suitable for tailgate unloading by forklift. - The Supplier shall clearly identify each carton with large stenciling (or other marking visible from a distance) showing Item, Colour, Part Number and School identification number. - Any parts found to be damaged in shipping shall be replaced immediately and at no expense to the GSD.
SCC 23.1	<p>The insurances required from the Supplier shall be an Insurance of Goods whether in transit or stored or delivered and shall not be less than 110% of the Contract Price and shall be on "All Risks" basis, including War Risks and Strikes. <u>(NOT APPLICABLE)</u></p>
SCC 24.1	<p>Responsibility for transportations shall be as follows: "The Supplier is required under the Contract to transport the Goods to the final destination within the State of Palestine (as furnished in the Delivery Schedule). Transport to such places of destination in the Palestinian Territories, as shall be specified in the Contract including storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination".</p>
SCC 25.5	<p>The inspections and tests shall be:</p> <ul style="list-style-type: none"> (i) All tests necessary to confirm the compliance of the goods and their components with the Technical Specifications. (ii) Tests requested by the GSD upon inspection for acceptance of delivery. These tests might be conducted by the Palestinian Standards Institute (PSI). (iii) Samples shall be provided by the Supplier before the contract award for inspection by the GSD. The delivery of the samples including cost of manufacturing, transportation back and forth to the GSD, duties, taxes and other levies as well as the cost of testing shall be at the expenses of the Supplier. (iv) The costs of testing shall be paid by the Supplier and are considered to be included in the Supplier's prices.



Section VIII. Special Conditions of Contract

SCC 25.6	<p>The Inspections and tests shall be conducted at: All places mentioned in the GCC (25.6) and at GSD, Ramallah or any other place identified by the GSD.</p> <p>All Expenses related to inspections and tests shall be included in the prices of the Supplier.</p> <p>Inspections and tests might be conducted during the production, manufacturing, assembling or preparation processes</p> <p>If inspections are to be conducted at the manufacturer's premises and country then the related costs will be borne by the GSD. The Supplier shall facilitate such inspections.</p>
SCC 26.1	<p>The liquidated damage shall be: half (0.5) percent of the contract price per week.</p>
SCC 26.1	<p>The maximum amount of liquidated damages shall be: ten (10) percent of the contract price.</p>
SCC 27.3	<p>The period of validity of the Warranty shall be: (365) days from the last acceptance date.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: As indicated in the Delivery Schedule.</p> <p>The Warranty shall be in the form of a Judicial Guarantee by the name of the Supplier or by the name of the Local Agent in case of International Supplier for the amount of 115% of the Contract Price.</p>
SCC 27.5	<p>The period for repair or replacement shall be: (30) days.</p>



Section IX. Contract Forms

Table of Forms

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

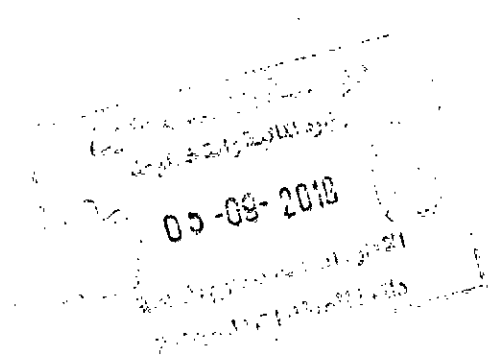
BETWEEN

- (1) *[insert complete name of MEHE]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of ... of the Government of { insert name of Country of PD }, or corporation incorporated under the laws of { insert name of Country of PD }]* and having its principal place of business at *[insert address of PD]* (hereinafter called "the PD"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the PD invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the PD and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The PD Notification of Award
 - (g) *[Add here any other document(s)]*



3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the MEHE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the MEHE to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The MEHE hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the PD

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

02-09-2018

2. Performance Security Form

To: Ministry of Education & Higher Education

Date: _____

Contract Name: *Supply and Delivery of Administrative Furniture*

Contract No.: **MEHE/JFA.1.312233/2018**

Gentlemen and/or Ladies:

Address of guarantor bank:

.....
.....
.....

Address of beneficiary (contracting agency):

.....
.....
.....

On You concluded with ("Contractor") a contract for
(Purchase and Purchase and supply of office equipment for kindergartens)
) at a price of

In accordance with the provisions of the contract, the Contractor is obliged to provide a performance bond for (10 %) ten percent of the contract price.(180 DAYS)

We, the undersigned (Guarantor), waiving all objections and defenses under the
aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written
demand any amount up to a total of(In words:
.....)

Against your written declaration that the Contractor has failed to perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to the Palestinian **Ministry of Education** Account Number (219000/13) with the Bank of Palestine SWIFT Code PALSPS22.

This guarantee shall expire not later than

By this date we must have received any claims by letter, email or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the law of the Palestinian Authority.

Place, date

Guarantor

[Handwritten signature and stamp]
05-09-2018
.....

3. Standard Form of an Advance Payment Bond

Address of guarantor bank:

.....
.....
.....

Address of Beneficiary (contracting agency):

.....
.....
.....

On you concluded with ("Contractor") a contract for (project, object of contract) at a price of

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of, which represents % of the order value.

We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of (in words:)
against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to the Palestinian Ministry of Finance's Account Number (219000/49) with The Bank of Palestine SWIFT Code PALSPS22.

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter, email or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of the Palestinian Authority.

.....

Place, date

.....

Guarantor

