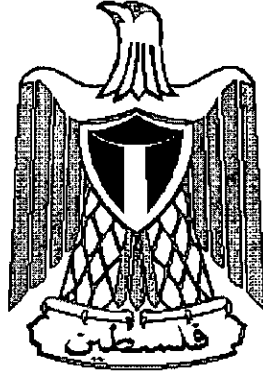


State of Palestine



Ministry OF Finance General Supplies Department

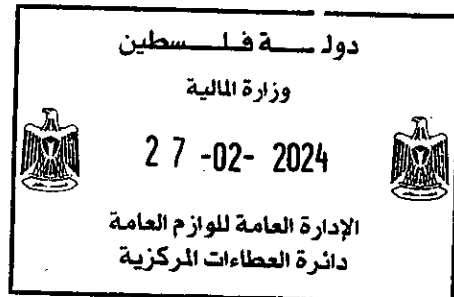
STANDARD DOCUMENT PROCUREMENT OF GOODS

Supply Wheel Backhoe Loader

PWA-GSD/UNICEF/2024/28

Public Bid

Jerusalem- State of Palestine
2024



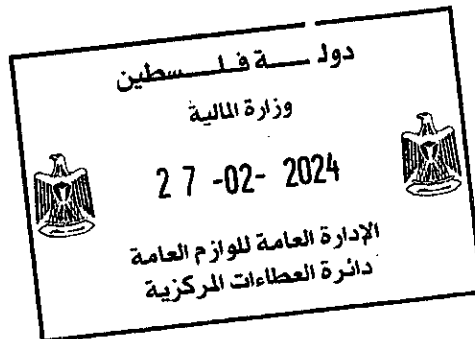
Preface

This Standard Bidding Document (SBD) for Procurement of Goods has been prepared by the High Council for Public Procurement Policies to be used by all Procuring Entities in the State of Palestine in accordance with the provisions of the Public Procurement Law No. (8) of 2014 and its implementing regulations. This document may also be adapted to be used for Procurement of Goods through International Competitive Bidding (ICB).

The SBD includes provisions that shall be used without modifications (Section I "Instructions to Bidders", Section VI State's Policy - Corrupt and Fraudulent Practices, and Section VIII "General Conditions of Contract"), to assist bidders in preparing their bids. Section II "Bid Data Sheet" (BDS), Section VII "Supply Requirements" and Section IX "Particular Conditions of Contract" include provisions that are specific to each procurement. Section IV "Bidding Forms" includes the forms to be completed and submitted as part of the Bid.

Letters printed in *Italics* and terms in brackets, or in footnotes in this document are not part of the text. They provide guidance and instructions for the procuring entities to assist them in preparing and issuing the bidding documents and shall not remain in the final document.

This SBD for Procurement of Goods, assumes that no prequalification has taken place before bidding.



Standard Bidding Documents

Procurement of Goods

Summary Description

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement and specify the provisions of Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section contains the criteria to determine the lowest evaluated Bid that complies with the terms of the bid, to what extent it complies with the specifications, and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

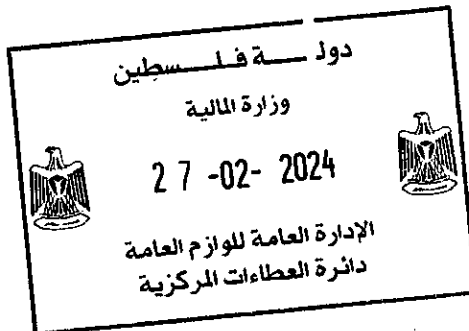
This Section includes the forms for the Bid Submission, Price Schedules, Bid Security or Bid Security Declaration, and the Manufacturer's Authorization (if applicable) to be completed by the Bidder and submitted as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. State Policy- Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the State of Palestine policy in regard to corrupt and fraudulent practices applicable to this process.



PART 2 – SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

This Section includes the List of Goods, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX. Special Conditions of Contract (SCC)

This Section consists of the Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions included in Section VIII and shall be prepared by the Procuring Entity.

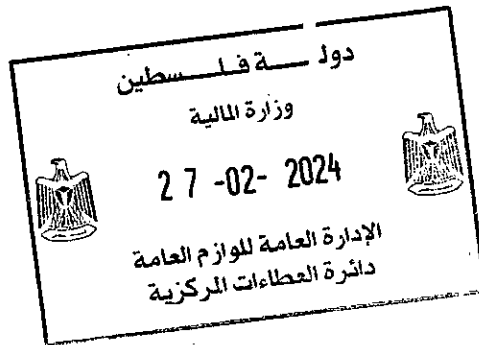
Section X. Contract Forms

This Section contains forms for Award Letter (Letter of Acceptance) and the Contract Agreement, which once completed will include corrections and modifications to the Successful Bid in accordance with the Instructions to Bidders, the General and Special Conditions of Contract.

The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

An "Invitation for Bids" form is provided at the end of the Bidding Documents.



Bidding Document for Procurement of Goods

Procurement of:

Supply Wheel Backhoe Loader.

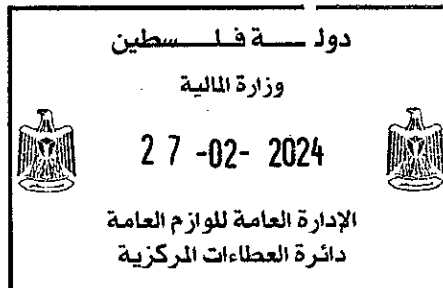
Public National Bid: [PWA-GSD/UNICEF/2024/28]

Name of Project: Supply Wheel Backhoe Loader.

Procuring Entity: General Supplies Department for the benefit of Palestinian Water Authority.

Issued on: 27/2/2024

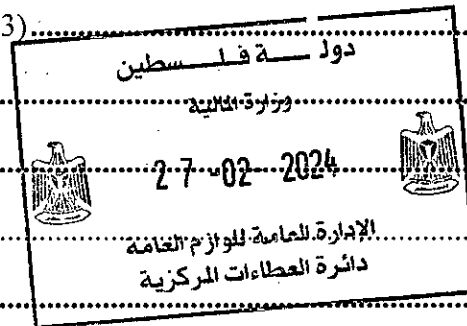
Source of Funds: Kingdom of the Netherlands through UNICEF.



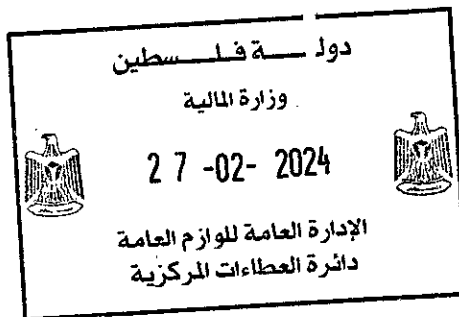
Standard Bidding Document for Goods

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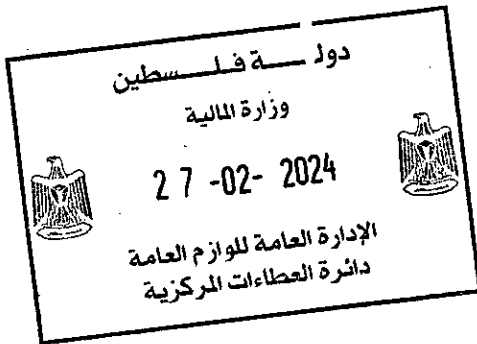
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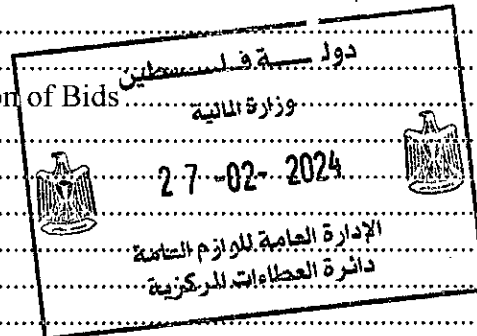
PART 1 – Bidding Procedures



Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Procuring Entity, as specified in the BDS, issues these Bidding Documents for the procurement of Goods as specified in Section VII, Schedule of Requirements. The name and number of this Public Bid, together with the name, identification and number of lots (if applicable) are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by hand, mail, fax, e-mail if approved by the High Council for Public Procurement Policies) and delivered against receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day, unless otherwise specified.
- 2. Source of Funds**
- 2.1 The Procuring Entity intends to apply a portion of the funds allocated to it from the source of funds specified in the BDS, to eligible payments under the contract(s) for implementing and completing the Project specified in the BDS.
- 3. Corrupt and Fraudulent Practices**
- 3.1 Under the contracts financed and/or managed by the State of Palestine, it is the policy of the State to require that all procuring entities, as well as bidders, suppliers, contractors, service providers and consultants, observe the highest standard of ethics during the bid evaluation process, contract award and execution, as set forth in Section VI of these documents.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and any personnel thereof, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and Contract performance (in the event of award), and to have them audited by any specific authority appointed or authorized by the State or the Procuring Entity.
- 4. Eligible Bidders**
- 4.1 A Bidder may be an individual enterprise, a firm/private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent certified by an notary public. In the case of a joint venture, all members shall be jointly and severally



liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless otherwise specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or
- c) has the same legal representative as another Bidder; or
- d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
- h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i) has a close business or family relationship with a professional staff of the Procuring Entity (or of the party authorized to implement the Project) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, or the bid



evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract.

4.4 A Bidder that has been sanctioned by the High Council for Public Procurement Policies, and is included in the debarred list (the black list) shall be ineligible to bid for, or be awarded, or benefit from a publicly-financed contract, financially or otherwise, during such period of time as the High Council shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

4.5 Bidders that are Government-owned enterprises or institutions in the State of Palestine may participate only if they can establish that they are (i) legally and financially autonomous (ii) operate under commercial law and (iii) are not dependent agencies of the Procuring Entity. Government-owned enterprises or institutions shall provide such evidence of their eligibility satisfactory to the Procuring Entity together with all relevant documents including incorporation documents, as the Procuring Entity shall reasonably request.

4.6 A Bidder shall not be under suspension from bidding by the Procuring Entity as the result of the operation of a Bid-Securing Declaration.

4.7 Firms and individuals are ineligible if so indicated in the "list of prohibited countries", Section V, and as a matter of law or official regulations that prohibits commercial relations with that country.

4.8 A Bidder shall provide such evidence of its continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods

5.1 All the Goods to be supplied under the Contract must not have their origin in any country subject to the restrictions "list of prohibited countries" specified in Section V.



- 5.2 For purposes of this Clause, the term “goods” includes movable assets of any kind and description; and the related services, if their value does not exceed the value of the Goods. The definition of “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 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 Addenda issued in accordance with ITB 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
- Section VI. State Policy- Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

- 6.2 The Invitation for Bids issued by the Procuring Entity is considered part of the Bidding Documents, and in the event of conflict or discrepancy between the Invitation for Bids and other parts of the Bidding Documents, the latter shall prevail.



- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for receiving inquiries **specified in the BDS**. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from the Procuring Entity, including a description of the inquiry but without identifying its source. The Procuring Entity shall also publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addenda.
- 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 from the Procuring Entity in accordance with ITB 6.3. The Procuring Entity shall also publish the addendum on the Public Procurement Portal.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2. All Bidders who obtained the Bidding Documents from the Procuring Entity shall be notified of the deadline extension in writing. The Procuring Entity shall also publish the extended deadline on the Public Procurement Portal.



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 Procuring Entity 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 Procuring Entity, shall be written in English unless another language is **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 of the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed price schedules, in accordance with ITB 12 and 14
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 16, that the Goods to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members certified by notary public and submitted with the bid, together with a copy of the proposed Agreement.



12. Letter of Bid and Price Schedules

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1: Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

- a. The prices and adjustments (additions or discounts) quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- b. All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- c. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- d. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- e. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- f. If so specified in ITB 1.1, bids are being invited for items, or individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each item. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual lots within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.



- g. The terms EXW, CIP, CIF, C&F, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce in Paris, **as specified in the BDS.**
- h. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

For Goods manufactured in the State of Palestine:

- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any custom duties and taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination **specified in the BDS.**



For Goods manufactured outside the State of Palestine:

- (ii) the price of the Goods, according to the term **specified in the BDS** conveyed to the named place of destination in the State of Palestine, as **specified in the BDS;**
- (iii) If the term DDP is **specified in the BDS**, the price shall include any custom duties and other import taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

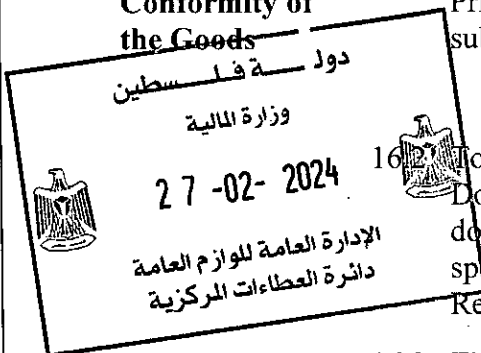
- (iv) any custom duties and taxes which will be payable on the Goods if the contract is awarded to the Bidder
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the original place to their final destination **specified in the BDS.**
- (vi) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - a) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid

- 15.1 The Bidder may express the bid price in any convertible currency, **unless otherwise specified in the BDS.** If the Bidder submits its Bid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies.
- 15.2 The Bidder shall quote the portion of the bid price that corresponds to the local costs incurred in the currency **specified in the BDS.**

16. Documents Establishing the Conformity of the Goods

- 16.1 To establish the eligibility of the Goods in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms, and submits with their Bids the certificate of origin of the Goods.



- 16.2 To establish the conformity of the Goods 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 VII, Schedule of Requirements.

- 16.3 The documentary evidence may be in the form of printed material, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification. The Bidder shall submit a statement of

deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts and special tools, necessary for the proper and continuing functioning of the Goods if required and during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity 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 Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

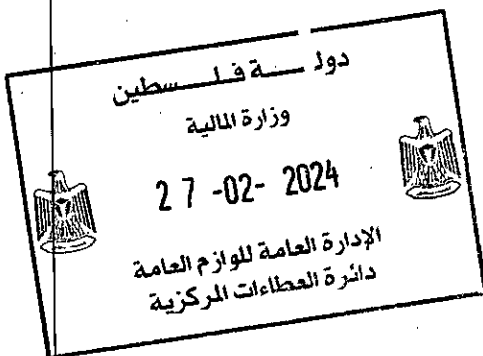
(a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the State of Palestine;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within the State of Palestine, the Bidder is or will be (if awarded the contract) represented by an Agent in 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.

**18. Period of
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring



Entity in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids for additional specific period. The request and the responses shall be made in writing. If a Bid Security or Bid- Securing Declaration is requested in accordance with ITB Clause 19, 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.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.

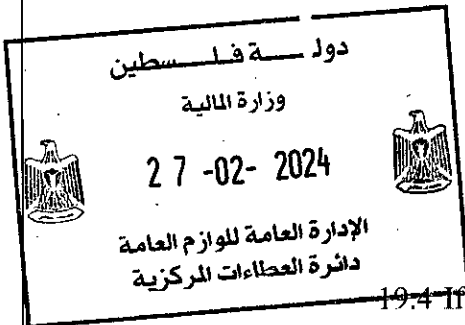
19.2 A Bid Securing Declaration pursuant to ITB 19.1 shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional bank guarantee (b) a certified check; or d) another security specified in the BDS, provided that:

a) it is issued by a reputable source from an eligible country. If the guarantee is issued by an insurance company located outside the State of Palestine, the issuer shall have a correspondent financial institution located in the State of Palestine to make it enforceable.

b) In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Procuring Entity prior to bid submission.

c) The bid security shall be valid for the period **specified in the BDS** beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.



19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing the Performance Security pursuant to ITB 41.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7 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 by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the Bidder does not accept the correction of arithmetic errors included in its bid.
- (c) if the successful Bidder fails to:
 - (i) furnish a performance security in accordance with ITB 41; or
 - (ii) sign the Contract in accordance with ITB42.

19.8 The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid after the bid submission deadline, or
- (b) if the Bidder does not accept that the correction of arithmetic errors included in its bid, or
- (c) if the successful Bidder fails to furnish a performance security in accordance with ITB 41, or to sign the Contract in accordance with ITB 42;



the Bidder shall be declared ineligible to be awarded a contract by all Procuring Entities in the State of Palestine for a period of time **as stated in the BDS.**

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." 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.
- 20.2 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. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, 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

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner envelopes shall bear:

- the name and address of the Bidder;
- the specific identification of this bidding process indicated in ITB 1.1; and

21.3 The outer envelopes shall bear:

- the name and address of the Procuring Entity;



- b) the specific identification of this bidding process indicated in ITB 1.1;
- c) warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Procuring Entity by hand, by post or registered mail at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8.3, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (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 Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB 22.



- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 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 by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1 Except as in the cases specified in ITB 23.1 and 24.1, the Procuring Entity shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

- 25.2 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 bids that are opened and read out at Bid opening shall be considered further.



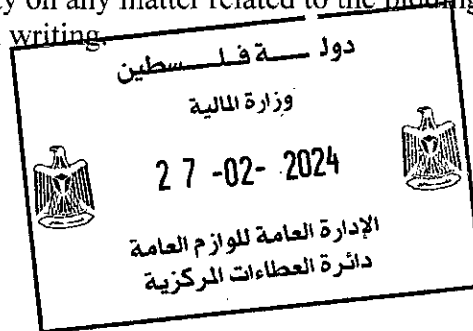
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Entity attending bid opening in the manner **specified in the BDS**. The Procuring Entity

shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

- 25.4 The Bidding Committee or the Procurement Committee shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and shall also be published on the Public Procurement Portal.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
- 26.2 Any effort by a Bidder to influence the Procuring Entity, the Bidding Committee, the Purchasing Committee or the Evaluation Committee in the examination, evaluation, comparison of bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.



27. Clarification of Bids

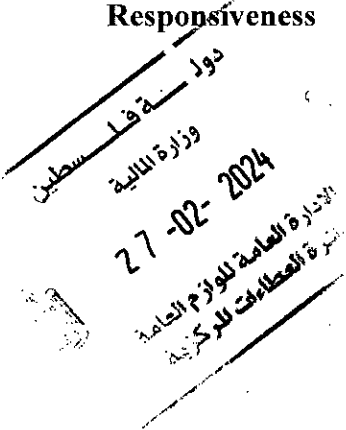
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid giving him reasonable period to respond. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, 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 Procuring Entity in the Evaluation of the bids, in accordance with ITB 31. The Procuring Entity shall not request or allow any bidder to submit or offer any alteration to the contents of its bid.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Entity's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

29. Determination of Responsiveness

- 29.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or



(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Procuring Entity shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any nonconformities in the Bid that do not constitute a substantial deviations or omissions.

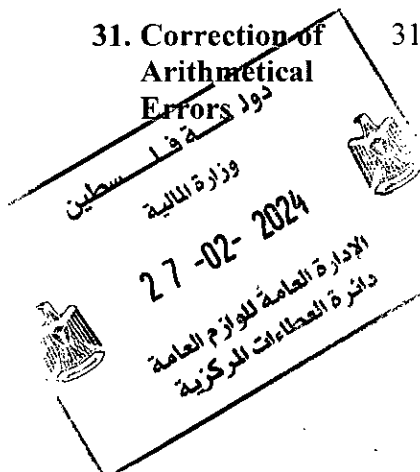
30.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a specified period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission 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.

30.3 Provided that a bid is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item.

31. Correction of Arithmetical Errors

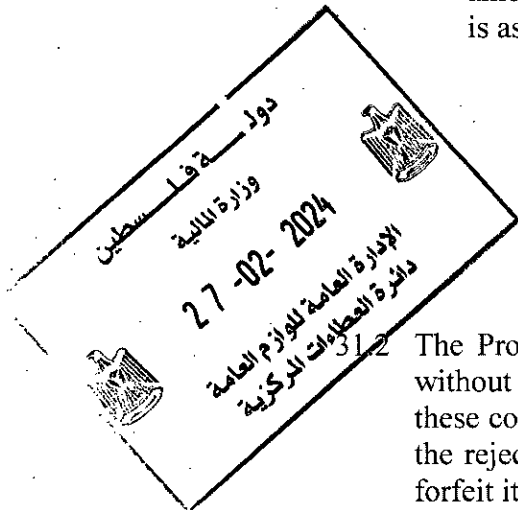
31.1 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

(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 Procuring Entity 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.
- (d) if the Bidder writes the total amount of an item without the unit price for this item, or if the unit price is not clear, then the unit price shall be calculated by dividing the total amount by the item quantity.
- (e) any discrepancy in the information or prices between the original copy and other copies, contents of the original copy shall prevail;
- (f) if the Bidder submits an amendment to its Bid, whether discount or addition as a lump sum amount, this amount shall be calculated as a percentage of the price read before the correction and approved as a discount or addition;
- (g) If the Bidder does not price one or more of the items, or writes the unit and total price in an unclear manner and creating ambiguity in calculating the total amount, then the correction is as follows:

- (i) applying the highest price for this item in the other Bids to obtain a total value for this Bid;
- (ii) if the offer to which the above applied remains the lowest, and is intended for contract award, the lowest price for this item in the other bids shall be applied to determine the total value for contract award.



The Procuring Entity shall carry out the arithmetic corrections without consulting the Bidder. The Bidder shall be notified of these corrections. Failure to accept the corrections, shall result in the rejection of the Bid and the Procuring Entity may decide to forfeit its bid security or execute its Bid- Securing Declaration.

- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS,** a margin of preference shall apply for Goods manufactured or assembled in the State of Palestine in accordance with the regulations,

instructions and decisions issued by the Council of Ministers.

34. Evaluation of Bids

34.1 The Procuring Entity shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Procuring Entity shall consider the following:

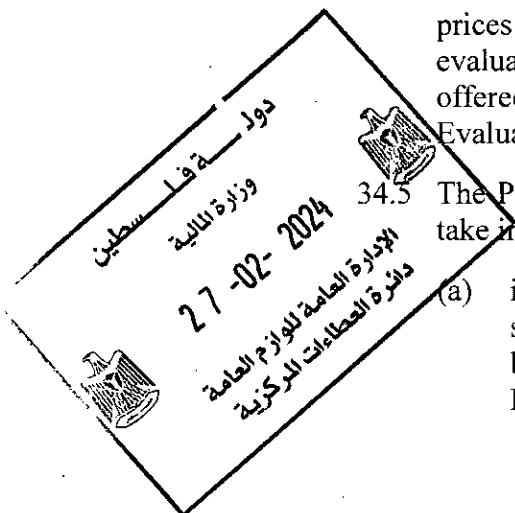
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots, the methodology to determine the lowest evaluated price of the lot combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

34.5 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the State of Palestine, sales (Value Added Tax) and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;



- (b) in the case of Goods manufactured outside the State of Palestine, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract.

34.6 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

35. Comparison of Bids

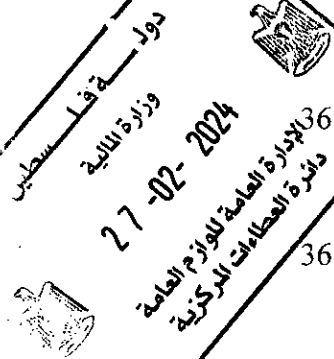
35.1 The Procuring Entity shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of the submitted bid price that is based on the term **specified in the BDS** in accordance with ITB 14.8-2 (a) for imported goods, and on the basis of outside factory EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the State of Palestine, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods or the sales (Value Added Tax) and similar taxes levied in connection with the sale or delivery of goods.

36. Qualification of the Bidder

36.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 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 Procuring Entity shall proceed to the next lowest evaluated bid to make a similar



determination of that Bidder's qualifications to perform satisfactorily.

37. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Procuring Entity 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, in accordance with the cases specified by the Public Procurement Law and its Implementing Regulations without thereby incurring any liability to Bidders. In case of annulment, all bid securities shall be promptly returned to the Bidders.

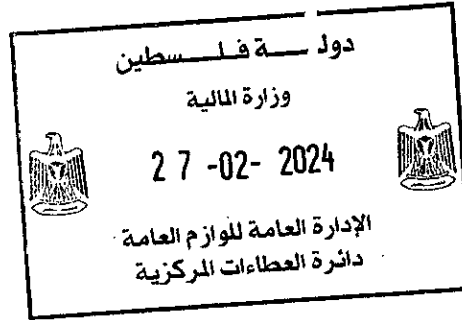
F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Procuring Entity shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Procuring Entity's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods originally specified in Section VII, 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 Bidding Documents.

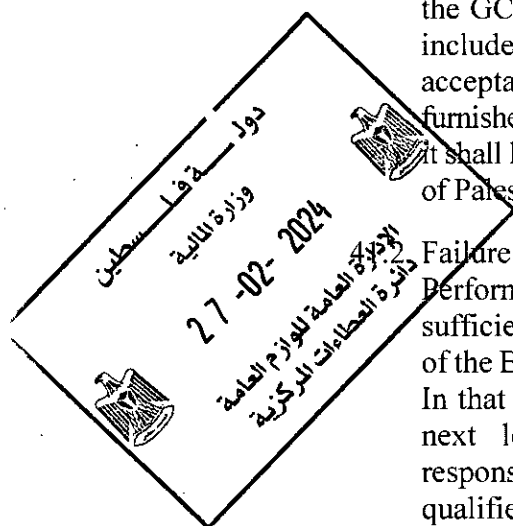


40. Notification of Award

- 40.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify all Bidders, in writing, of the initial decision to award the contract to the Bidder whose offer is substantially responsive and meets the qualification requirements and complies with the conditions specified in the bidding documents. This notification does not constitute a Contract Award Letter.
- 40.2 If no complaints are received from any of the Bidders with regard to the award decision within five working days from the date of notification, the award becomes final. The Procuring Entity shall notify the successful Bidder in writing of the acceptance of its Bid. The notification letter (hereinafter called the "Letter of Acceptance") shall specify the sum that the Procuring Entity will pay the Supplier in consideration of the supply of Goods (hereinafter called "the Contract Price"). At the same time, the Procuring Entity shall publish on its bulletin board and on the Public Procurement Portal, the bidding process results identifying the lots (contracts), number of lots, as well as the name of the successful Bidder and the Contract amount.
- 40.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.4 After notification of award in accordance with ITB 40.1, the Procuring Entity shall respond in writing, within a period not exceeding seven working days from the date of receiving written request from any Bidder, enquiring about the grounds for not selecting its bid.

41. Performance Security

- 41.1 Within the period **specified in the BDS** and in the notification of award, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Bidder is issued by a foreign institution, it shall have a correspondent financial institution located in the State of Palestine.



Failure of the successful Bidder 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 or execution of the Bid—Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

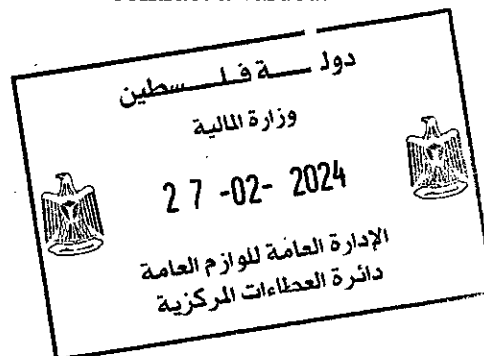
42. Signing of Contract

42.1 Within the period **specified in the BDS** from the date of receiving the Letter of Award, and after furnishing the performance security, the successful Bidder shall sign the Contract in front of the Procuring Entity.

42.2 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for approvals, exceptions, permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42.3 Within a period not exceeding seven working days from signing the Contract, the Procuring Entity shall publish on its bulletin board and on the Public Procurement Portal the results identifying the bid and lot numbers and the following information:

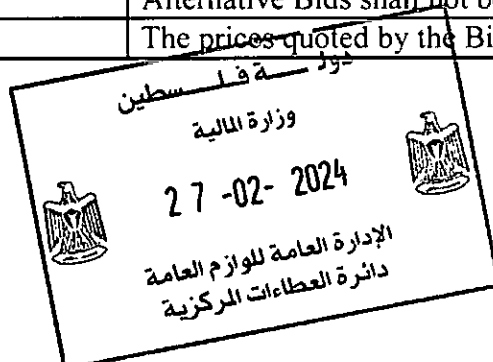
- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.



Section II. Bid 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.

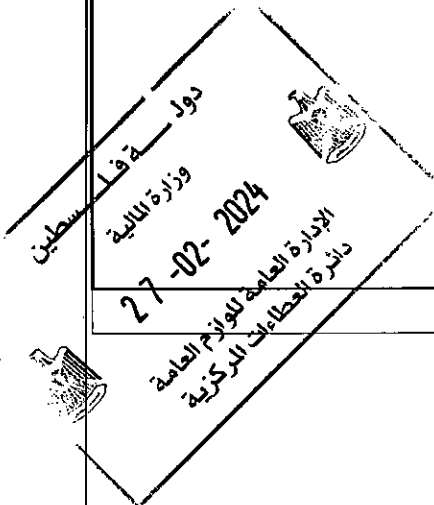
ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: General Supplies Department for the benefit of Palestinian Water Authority.
ITB 1.1	The name of the Bid: Supply Wheel Backhoe Loader The identification number of the Bid is: [PWA-GSD/UNICEF/2024/28] The number and identification of lots (contracts) comprising this Bid is: one lot
ITB 2.1	Source of Fund: Kingdom of the Netherlands through UNICEF The name of the Project is: Yatta Water Supply Project - Institutional Strengthening and Capacity Building for Yatta Water Supply and Sanitation Department
ITB 4.1	Maximum number of members in the JV shall be: 2
IITB 4.4	The list of debarred firms issued by the High Council for Public Procurement Policies can be found on the Public Procurement Portal: shiraa.gov.ps
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Procuring Entity's address is: Address: Al-Masyoon-Ministries complex- Al-Quds Building- Ministry of Finance / Central Tendering committee, 6 th Floor City: Ramallah-State of Palestine Telephone: + 970 2 2987112 Facsimile number: + 970 2 2987056 Electronic mail address: E-mail: gsd@pmof.ps Requests for clarification should be received by the Procuring Entity no later than: 20/3/2024.
	C. Preparation of Bids
ITB 10.1	The language of the bid is English The language for correspondence between the Procuring Entity and the Bidder is: English. The language for the purpose of translating supporting documents and printed materials is: English.
ITB 11.1 (j)	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 14.5	The prices quoted by the Bidder shall not be subject to adjustment.



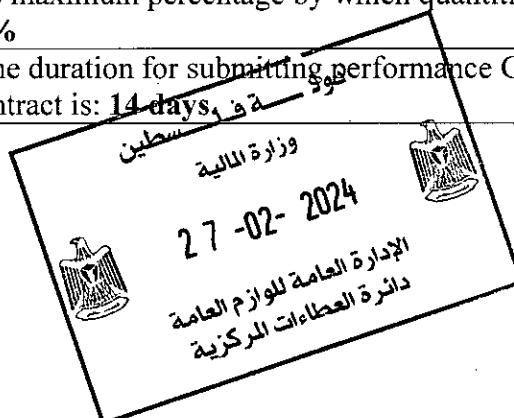
ITB 14.6	Prices quoted for each lot shall correspond at least to 100% of the items specified for each lot. Prices quoted for each item shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is: Incoterms 2010.
ITB 14.8 (a)	Prices are offered for Goods manufactured outside the State of Palestine under the term: DDP delivered to Yatta Municipality Water Undertaking Stores -Yatta - Hebron
ITB 14.8 (c)	“Final destination (Project Site)”: Yatta Municipality Water Undertaking Stores -Yatta - Hebron
ITB 15.1	The prices shall be quoted by the bidder in: US Dollar excluding VAT.
15.2	The Bidder is required to quote the portion of the bid price that corresponds to the local expenditures incurred in US Dollar excluding VAT.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 years.
ITB 17.2 (a)	Manufacturer’s authorization is: required
ITB 17.2 (b)	After sales service is: not required
ITB 18.1	The bid validity period shall be 150 calendar days from the final date for Bid Submission.
ITB 19.1	A Bid Security shall be required. The Bid security shall be issued by an authorized and licensed bank (or financial institution) in accordance with the form included in Section IV- Bid Forms. The amount and currency of the bid security shall be 3000 US Dollar.
ITB 19.3	Other types of acceptable securities: None
ITB 19.3 (c)	The bid security shall be valid for 180 days from bid submission date.
ITB 19.9	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder will be declared ineligible to be awarded contracts by all Procuring Entity in the State of Palestine for a period of [1] years.
ITB 20.1	In addition to the original of the bid, the number of copies is: 2
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Certificate of registration in the Ministry of National Economy.
D. Submission and Opening of Bids	



<p>ITB 22.1</p>	<p>For bid submission purposes only, the Procuring Entity's address is: Address: Al-Masyoon-Ministries complex- Al-Quds Building- Ministry of Finance / Central Tendering committee, 6th Floor City: Ramallah-State of Palestine Telephone: + 970 2 2987112 Facsimile number: + 970 2 2987056 Electronic mail address: E-mail: gsd@pmof.ps The deadline for bid submission is: Date: 1/4/2024 Time: 11:00 am Bidders shall not have the option of submitting their bids electronically.</p>
<p>ITB 25.1</p>	<p>The bid opening shall take place at: Ministry of planning & finance Central Tendering committee Address: Al-Masyoon-Ministries complex- Al-Quds Building- Ministry of Finance / Central Tendering committee, 6th Floor City: Ramallah-State of Palestine Telephone: + 970 2 2987112 Facsimile number: + 970 2 2987056 Electronic mail address: E-mail: gsd@pmof.ps Date: 1/4/2024 Time: 11:00 am</p>
<p>ITB 25.3</p>	<p>The bid letter and price schedules must be signed and approved by all members of the committee responsible for opening bids as follows:</p> <p>A) The Central Tenders Committee at the Ministry of Finance will open bids in a public session at the time, place and date specified in the tender data table in the presence of the bidders or their representatives.</p> <p>b) Envelopes marked "withdrawal" shall first be read publicly and the envelope shall be returned to its owner without opening it.</p> <p>c) The envelopes marked "Replacement" will then be read publicly and replaced with the first bid, which will be returned to its owner without opening it.</p> <p>d) Envelopes marked "Amendment" shall be opened and read publicly.</p> <p>e) Only the envelopes that were opened and read during the bid opening session are included in the evaluation.</p> <p>F) The envelopes are opened one by one, the name of the bidder, the bid amount, alternatives and discounts (if any) are read, and the existence of a bidding guarantee is announced.</p>
<p>E. Evaluation and Comparison of Bids</p>	



ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: US Dollar.</p> <p>The source of exchange rate shall be: The Palestinian Monetary Authority</p> <p>The date for the exchange rate shall be : The deadline for submission of the Bids</p>
ITB 33.1	<p>A margin of domestic preference shall not apply for Goods manufactured or assembled in the State of Palestine.</p> <p>If a margin of preference applies for Goods manufactured or assembled in the State of Palestine, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.</p>
ITB 34.2(a)	<p>Bids will be evaluated lot by lot and for all items in each lot. If a Price Schedule shows items listed but not priced, and provided that the bid is substantially responsive, the highest price for this item as included in other bids shall be added to the Bid price to obtain the total amount for the purpose of comparing the bid prices only. If the Bid to which this was applied remains the lowest, and is accepted for contract award, the lowest price for this item in the other bids shall be applied in order to determine the total amount for contract award.</p>
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: Not applicable</p> <p>(a) Deviation in Delivery schedule:</p> <p>(b) the cost of major replacement components, mandatory spare parts, and service:</p> <p>(c) the cost of providing spare parts and after-sales services for the equipment offered in the bid in the State of Palestine</p> <p>(d) the projected operating and maintenance costs during the life of the equipment</p> <p>(e) the performance and productivity of the equipment offered;</p> <p>(f) [insert any other specific criteria, if applicable]</p>
F. Award of Contract	
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: 25%</p>
ITB 41.1 & ITB 42.1	<p>Time duration for submitting performance Guarantee and signing the Contract is: 14 days</p>



Section III. Evaluation and Qualification Criteria

This Section complements the Instructions for the Bidders and contains all the criteria that the Procuring Entity shall use to evaluate the bids, particularly determining whether the successful Bidder meets the required qualifications. No other factors, methods or criteria shall be used for this purpose.

[The Procuring Entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

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2. Evaluation Criteria	36
3. Post Qualification Requirements	38



1. Margin of Domestic Preference (ITB 33)

Unless otherwise specified in the BDS, the Procuring Entity will, for the purpose of bid comparison, grant a margin of domestic preference to goods manufactured in the State of Palestine [Not applicable].

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2 and in BDS referring to this paragraph, using the following criteria and methodologies.

(a) Delivery schedule:

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6 (a), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date".

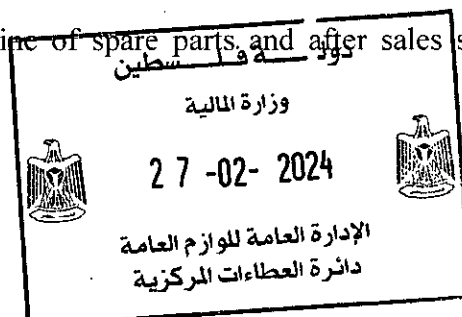
(b) Cost of major replacement components, mandatory spare parts, and related services. [Note applicable]

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

or

(ii) The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.

(c) Availability in the State of Palestine of spare parts and after sales services for equipment offered in the bid:



An adjustment equal to the cost offered by the Bidder for establishing the after-sales service facilities and parts inventories, if outlined in BDS 34.6 (c) and quoted separately, shall be added to the bid price, for evaluation purposes only.

- (d) Projected operating and maintenance costs.

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6 (d). The adjustment will be evaluated in accordance with the methodology specified in the BDS 34.6 (d).

- (e) Performance and productivity of the equipment:

An adjustment to take into account the performance and productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS 34.6 (e).

- (f) Specific additional criteria

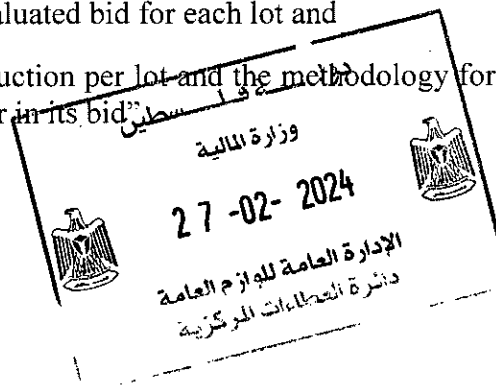
Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6 (f).

2.2. Multiple Contracts (ITB 34.4)

The Procuring Entity shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Procuring Entity shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.6.
- (b) Take into account:
- (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.



3. Qualification (ITB 36)

3.1 Post-qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB 34.2, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(i) Financial Capability

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

- Capital turnover rate
- Providing bank liquidity or bank facilities worth 120,000 \$.

(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): **A similar contract in the last 5 years' worth 120,000 \$.**

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **Submitting the necessary documents to prove that the product provided conforms to the required specifications.**



Section IV. Bidding Forms

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Form 1: Bidder Information Form

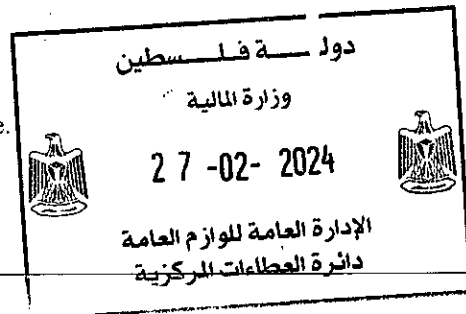
[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]

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

Bidding Process No.: PWA-GSD/UNICEF/2024/28

Page _____ of _____ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Bidder's country of registration: [insert country name]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's 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]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of enterprise or institution owned by the Government of Palestine, in accordance with ITB 4.5 documents establishing (i) Legal and financial autonomy, and (ii) Operation under commercial law. <input type="checkbox"/> Tax clearance certificate. <input type="checkbox"/> Valid professions license. <input type="checkbox"/> VAT registration certificate. <input type="checkbox"/> Certificate of membership in the Chamber of Commerce. <input type="checkbox"/> Import permit document (if required). <input type="checkbox"/> Other documents.



Form 2: Bidder's JV Members Information Form

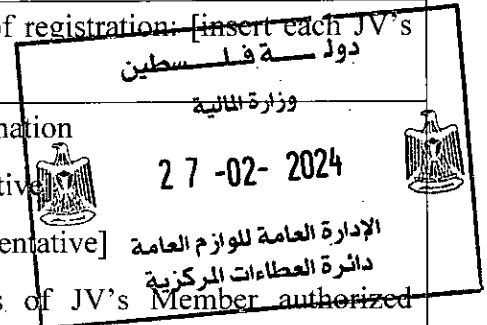
[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

Bidding Process No.: [PWA-GSD/UNICEF/2024/28]

Page _____ of _____ pages

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV Member's legal name]
3. Bidder's JV Member's country of registration: [insert each JV Member's country of registration]
4. Bidder's JV Member's year of registration: [insert each JV's Member year of registration]
5. Bidder's JV Member's legal address in country(ies) of registration: [insert each JV's Member legal address in country of registration]
6. Bidder's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative] Email Address: [insert email address of JV's Member 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 equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> Official JV agreement, or letter of intent to form JV for the purpose of participating in the tender, certified by an attorney. <input type="checkbox"/> In case of an enterprise or institution owned by the Government of Palestine, documents establishing legal and financial autonomy, operation in accordance with commercial law, in accordance with ITB 4.5. <input type="checkbox"/> The organizational chart, a list of Board of Directors, and the beneficial ownership.



Form 3: Letter of Bid

[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 the date of submitting bid: day/month/year]**

Bidding Process No: **PWA-GSD/UNICEF/2024/28**

Alternative Bidding Process No.: **[Insert number if there is an alternative to the original Bid]**

To: **[insert complete name of Procuring Entity]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) **[Insert number and date of issue of each Appendix]**
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible based on execution of a Bid Securing Declaration in any bidding process in the State of Palestine in accordance with ITB 4.6.
- (d) 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: **[insert a brief description of the Goods]¹**;
- (e) The total price of our Bid, excluding any discounts offered below is:

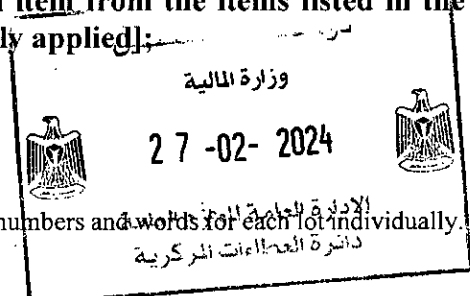
In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]**;

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]**;

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

- (f) The discounts offered and the methodology for their application are:

- (i) The discounts: If our bid is accepted, we shall apply the following discounts- **[Specify in detail each discount offered and on which item from the items listed in the Schedule of Requirements it will be specifically applied]**:



¹ In case of submitting a price for more than one lot, state the price in numbers and words for each lot individually.

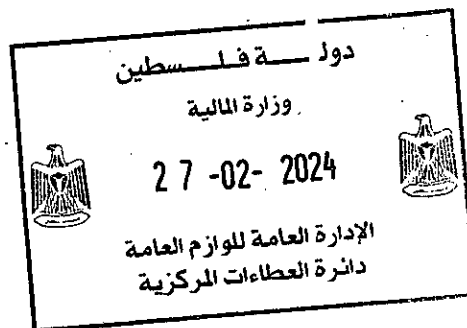
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]**;
- (g) Our bid shall be valid for a period specified in ITB 18.1 days from the date fixed for the bid submission deadline specified in ITB 22.1 from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 41.1 and GCC 16 till completion of the Contract implementation;
- (i) We do not have any conflict of interest in accordance with ITB 4.2;
- (j) We, along with any of our affiliated companies including subcontractors for any part of the Contract, have not been declared ineligible by the State of Palestine, under Palestinian laws and official regulations in accordance with ITB 4.4;
- (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; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signature: [Insert the signature of the authorized person]

Name: [Insert name of the person duly authorized to sign the Letter of Bid on behalf of the Bidder]

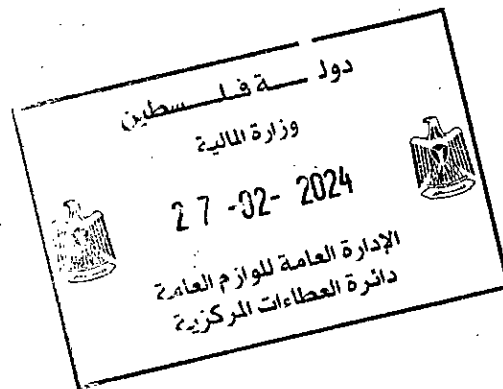
Title: [Insert title of the person signing the Letter of Bid]

Date: [Insert day, month and year]



Form 4: Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated below. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods specified by the Procuring Entity in the Schedule of Requirements.]



Price Schedule: Goods Manufactured in the State of Palestine

Date: _____								
Bidding Process No: _____								
Page N° _____ of _____								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date	Unit	Quantities	Unit price EXW	Price per line item for inland transportation and insurance to convey the Goods to their final destination	Taxes and Duties payable per line item	Total Price per line item 9=5*(Col. 6+7+8)
[insert number of the item]	[insert name of Good]	[insert Delivery Date]	[insert name of the unit]	[insert number of units to be supplied]	[insert unit price]	[insert unit price]	[insert unit price]	[insert total price per item]
Total Price for Goods								

Name of Bidder: [insert complete name of Bidder]:

Date: [insert date]

دولة فلسطين

وزارة المالية

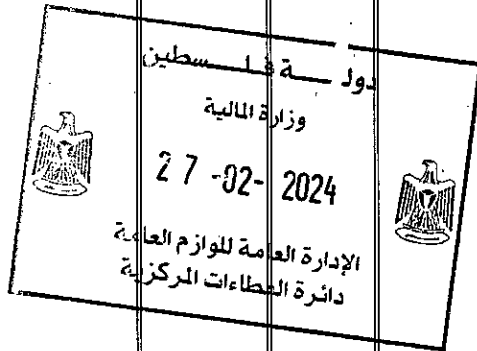
Signature of Bidder [signature of person signing the Bid]

27-02-2024

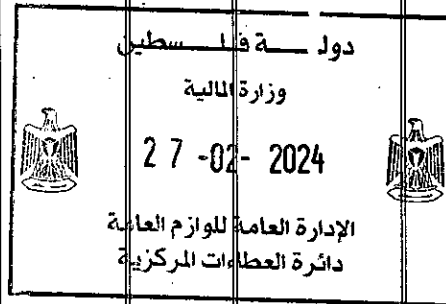
الإدارة العامة للوازم العامة
دايرة العطاءات المركزية

Price Schedule: Goods Manufactured Outside the State

Date: _____									
Bidding Process No: PWA-GSD/UNICEF/2024/28									
Page N° _____ of _____									
1	2	3	4	5		6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date	Unit	Quantity	Unit price DDP	Price per line item for inland transportation and insurance to their final destination	Taxes and Duties (Price excluding VAT)	Total Price per line item $9=5*(6+7+8)$ (Price excluding VAT)
1	<p>Wheel Backhoe Loader</p> <p>1. Fees and costs for purchasing, supplying and delivering a wheel backhoe loader, production 2024 at least, according to the requirements and technical specifications mentioned in the bid and prices, including:</p> <p>2. All fees and costs for loading, unloading and transportation from the source of purchase to the purchasing entity's warehouses in Yatta or any location specified by the purchasing entity.</p> <p>3. All diagnostic tests and dynamometers specified by the</p>			1	piece				



<p>purchasing entity and any tests required for licensing.</p> <p>4. All fees, procedures, documents and requirements prior to licensing.</p> <p>5. All licensing costs and fees and any other costs for licensing the equipment are in the name of the purchasing entity.</p> <p>6. Equipped first aid box.</p> <p>7. A tool box equipped with keys, screwdrivers, pliers, and a 5 kg hammer, in addition to a traffic warning sign and a reflective vest for the driver.</p> <p>8. Wheel removal and installation key and hydraulic jack.</p> <p>9. Lubrication and grease tank machine, 18 liters.</p>									
<p>Total Price for the Goods (Excluding VAT)(\$)</p>									



Name of Bidder: _____
Date: _____

Signature of Bidder _____

Form 5: Price and Completion Schedule- Related Services

Date: _____							
Bidding Process No: _____							
Alternative No: _____							
Page N° _____ of _____							
1	2	3	4	5	6	7	8
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity	Unit	Unit price	Total Price per Service
Total Price for Goods related services							

Name of Bidder _____

Signature of Bidder _____

Date: _____



Form 6: Manufacturer's Authorization

Date: [insert date]

Name and No. of Bidding Process: [insert name and number of bidding process]

To: [insert complete name of Procuring Entity]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 25 of the General Conditions of Contract, with respect to the Goods offered by the above Bidder.

Signature:

Name:

Title:



NOTE: 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.

Form 7: Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated in brackets.]

Beneficiary: [Procuring Entity to insert its name and address]

Date: [Insert date of issue]

Name and No. of Bidding Process: [insert name and number of bidding process]

BID GUARANTEE No.: [Insert guarantee reference number]

Bank Name and Address: [Insert name and address of Bank branch issuing the Guarantee]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") will submit to you its bid (hereinafter called "the Bid") for the execution of [insert name and number of the Bidding process].

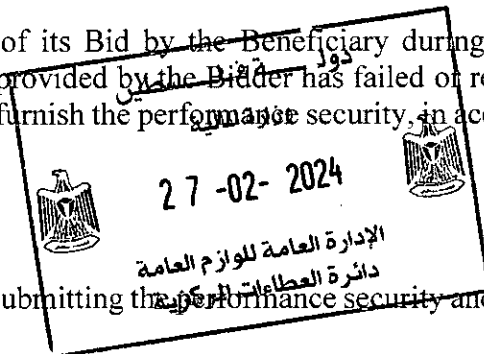
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [Insert name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Insert amount in numbers] [Insert amount in words] (Insert currency)) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modified its Bid during the period of bid validity set forth in the Bidder's Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Bidder has failed or refused to (i) execute the contract agreement, or (ii) furnish the performance security in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) if the Bidder is the successful bidder, upon submitting the performance security and signing the contract; or



- (b) if the Applicant is not the successful bidder, (i) our receipt of a copy of your notification to the Bidder of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, and to the rules issued by the relevant authorities in the State of Palestine.

[signature(s) of the authorized representative(s)]



Form 8: Form of Bid-Securing Declaration

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

Date: [insert date]

Name and number of Bidding Process: Supply Wheel Backhoe Loader (PWA-GSD/UNICEF/2024/28)

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

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with any Procuring Entity for the period of time of [insert the period] starting on [insert start date], if we are in breach of our obligations under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified by us in accordance with the BDS; or
- (b) have refused the Procuring Entity correcting the arithmetical errors in our bid; or
- (c) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) failed or refused to execute the Contract; or (ii) failed or refused to furnish the Performance Security, if required, in accordance with the BDS.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signature: [insert signature]

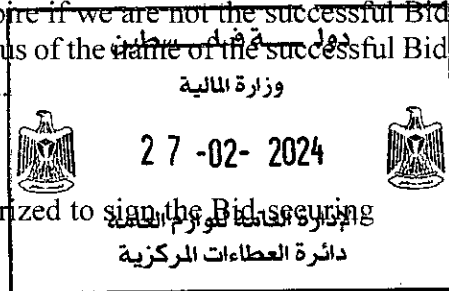
Name: [insert complete name of the person duly authorized to sign the Bid-securing declaration]

Title: [insert legal status of the person duly authorized to sign the Bid-securing declaration]

Duly authorized to sign the bid for and on behalf of: [Insert complete name of Bidder]

Dated on: [Insert date by day, month and year].

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of the JV that submits the Bid; if the JV has not been legally registered at time of bid submission, the Bid-Securing Declaration must be in the name all members to the Joint Venture that submits the bid].

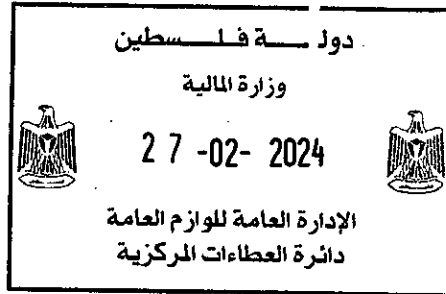


Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Non-Consulting Services within the framework of Public Procurement

1. In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from participating in this bidding process:

[For restrictions; insert a list of the countries according to the relevant Government decisions; otherwise state "none"].

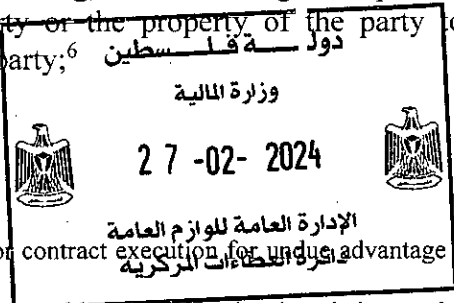


Section VI. State's Policy - Corrupt and Fraudulent Practices

[This section should not be modified]

It is the policy of the State of Palestine toward corrupt and fraudulent practices requires that Procuring Entity, bidders, suppliers, contractors and their agents (whether declared or not), Sub-contractors, Sub-consultants, service providers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of publicly-financed contracts managed by the Government.² In pursuance of this policy:

- (a) The practices outlined below are defined 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;³
 - (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;⁴
 - (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;⁵
 - (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;⁶
 - (v) "obstructive practice" is



² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes government officials and employees of other organizations taking or reviewing procurement decisions.

⁴ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁵ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁶ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government 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
- (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under paragraph 6.1(e) below.
- (b) will reject a bid if it determines that the Bidder, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, at any time, in accordance with the prevailing Government's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time to be awarded a publicly funded contract;
- (d) Bidders, suppliers, contractors, consultants and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the procuring entities or the Government, or the financial and administrative bureau to inspect all accounts, records, and other documents relating to the submission of bids, and to have them audited by auditors appointed by the Government."



PART 2 – Supply Requirements



Section VII. Schedule of Requirements

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List of Related Services and Completion Schedule	63
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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

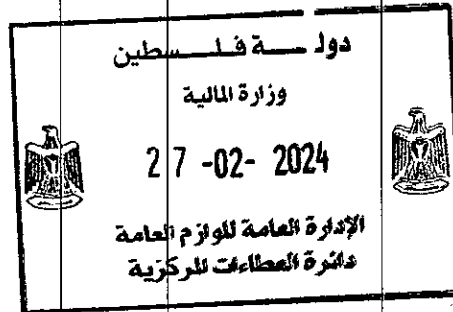
The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 39.1.



List of Goods and Delivery Schedule

the columns “H” to be filled by the Bidder]

Line Item N°	Description of Goods	QTY	Unit	Final Delivery Destination	Delivery Date		
					Earliest Delivery Date ⁷	Latest Delivery Date ⁸	Bidder's offered Delivery date [to be provided by the bidder]
A	B	C	D	E	F	G	H
1	<p>Wheel Backhoe Loader</p> <p>1. Fees and costs for purchasing, supplying and delivering a wheel backhoe loader, production 2024 at least, according to the requirements and technical specifications mentioned in the bid and prices, including:</p> <p>2. All fees and costs for loading, unloading and transportation from the source of purchase to the purchasing entity's warehouses in Yatta or any location specified by the purchasing entity.</p> <p>3. All diagnostic tests and dynamometers specified by the purchasing entity and any tests required for licensing.</p> <p>4. All fees, procedures, documents and requirements prior to licensing.</p>	1	piece	Yatta Municipality Water Undertaking Stores	After supply order	5 months from supply order	



⁷ Insert the first date when the Procuring Entity is prepared to receive the goods and supplies without this incurring additional avoidable storage cost.

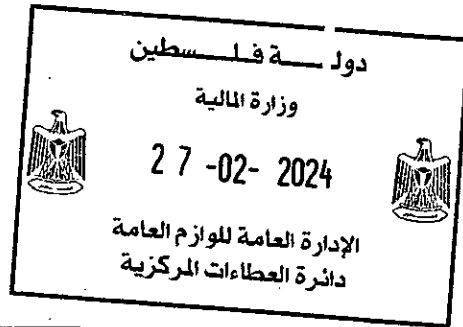
⁸ Insert the final date, after which receipt will have negative impact on the Procuring Entity.

<p>5. All licensing costs and fees and any other costs for licensing the equipment are in the name of the purchasing entity.</p> <p>6. Equipped first aid box.</p> <p>7. A tool box equipped with keys, screwdrivers, pliers, and a 5 kg hammer, in addition to a traffic warning sign and a reflective vest for the driver.</p> <p>8. Wheel removal and installation key and hydraulic jack.</p> <p>9. Lubrication and grease tank machine, 18 liters.</p>						
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List of Related Services and Completion Schedule

Service	Description of Service	Quantity ⁹	Unit	Place where Services shall be performed	Final Completion Date(s) of Services



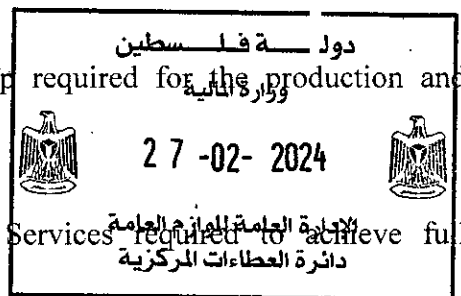
⁹ If applicable

Technical Specifications

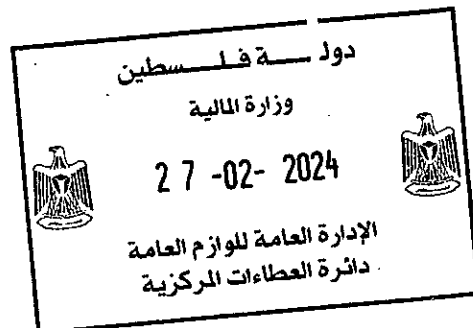
The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS take into account that:

- The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Bid Evaluation Committee.
- The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or equivalent."
- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

- (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
- (b) Detailed tests required (type and number).
- (c) Other additional work and/or Related Services required to achieve full delivery/completion.
- (d) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
- (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.



- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional specific bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable values.
- When the Procuring Entity requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.



Summary of Technical Specifications

[The columns "D" and "E" to be filled by the Bidder]

The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards	Technical Specifications and Standards Provided by the Bidder	Complies/does not comply
A	B	C	D	E
1	<p>Wheel Backhoe Loader</p> <p>1. Fees and costs for purchasing, supplying and delivering a wheel backhoe loader, production 2024 at least, according to the requirements and technical specifications mentioned in the bid and prices, including:</p> <p>2. All fees and costs for loading, unloading and transportation from the source of purchase to the purchasing entity's warehouses in Yatta or any location specified by the purchasing entity.</p> <p>3. All diagnostic tests and dynamometers specified by the purchasing entity and any tests required for licensing.</p> <p>4. All fees, procedures, documents and requirements prior to licensing.</p> <p>5. All licensing costs and fees and any other costs for licensing the equipment are in the name of the purchasing entity.</p> <p>6. Equipped first aid box.</p> <p>7. A tool box equipped with keys, screwdrivers, pliers, and a 5 kg hammer, in addition to a traffic warning sign and a reflective vest for the driver.</p> <p>8. Wheel removal and installation key and hydraulic jack.</p> <p>9. Lubrication and grease tank machine, 18 liters.</p>	<p>1. The supplied equipment must meet the required technical specifications and operate under normal conditions (see Annex I).</p> <p>2. The supplier must ensure the availability of spare parts for at least three years after the end of the warranty period.</p> <p>3. All main parts of the product must be from the same manufacturer, and we do not prefer offers from assembly companies.</p> <p>4. A maintenance offer for all parts and components and the provision of necessary spare parts after the warranty period must be submitted by the offeror or by the manufacturer at the end of the user's order, based on separate contracts.</p> <p>5. Documentary evidence must be provided that a service center operates in the West Bank and has trained technicians to carry out maintenance and repair obligations and store the necessary spare parts and/or the required technical specifications.</p> <p>6. The applicant must provide documents showing conformity between the required specifications and the original catalog of the producing company.</p> <p>7. A certificate must be submitted proving that he is an official agent registered with the Palestinian National Authority for the equipment and machinery that will be imported.</p> <p>8. The supplier must provide a manufacturing warranty to the producing</p>		

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	<p>company for a period of two years from the date of delivery.</p> <p>9. The applicant must pledge to provide free comprehensive maintenance for a period of not less than one year, which includes parts and labor costs, including replacing oils and filters, and implementing maintenance instructions from the manufacturer.</p> <p>10. Attach the parts catalog, maintenance and operation catalog for the product, and fuel expense information for the mechanism.</p> <p>11. Training the procuring entity's crews on operating and maintaining the equipment.</p> <p>12. Bidding is open to all bidders officially registered with the Palestinian Ministry of National Economy.</p> <p>13. A checklist for the supply of similar equipment must be provided.</p> <p>14. The profile and company description must be shown.</p> <p>15. The purchasing party is not obligated to accept the lowest prices without giving reasons.</p>		
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Drawings

These Bidding Documents includes no drawings.

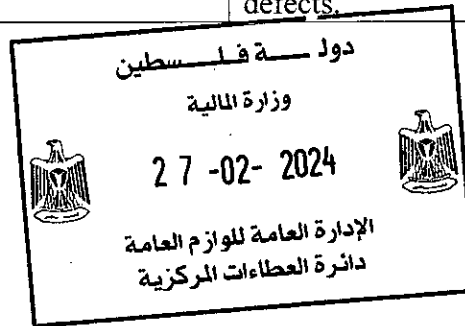
List of Drawings		
Drawing No.	Drawing Name	Purpose



Inspections and Tests

The following inspections and tests shall be performed:

List of Checks and Inspections		
Number	Brief Description of Each Item	Name and Description of the Check and/or Inspection
1	Technical specifications	Conformity of the technical specifications within the specified Specs in the bidding documents and contract.
2	Functionality	Ensure the proper functionality of the supplied goods in normal conditions.
3	Dynamometer test	All delivered equipment must pass dynamometer test but not limited to: 1. Brakes 2. Steering 3. Lights 4. Weight Distribution
4	Licensing	The supplier should bear all the costs of licensing, and the cost of any requirements prior to licensing should also be paid by the supplier.
5	Status	Inspection to prove that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, the Goods shall be free of any defects.



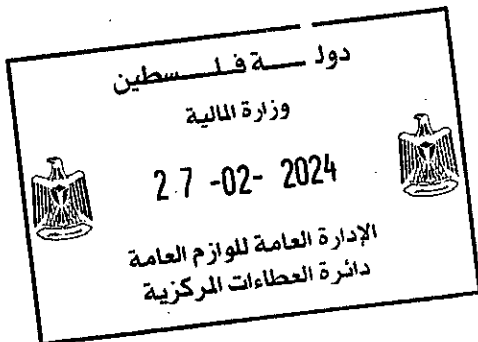
PART 3 - Contract



Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions, wherever they appear in these Conditions of Contract (General and Particular) shall have the meanings hereby assigned to them, unless the context states otherwise.

- (a) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions or reductions or adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day, unless otherwise specified.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means movable assets of any kind and type, and the related services (provided their value does not exceed the value of the Goods). Movable assets means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (g) "Government" means the Government of the State of Palestine.
- (h) "Procuring Entity" means the entity purchasing the Goods, as specified in the SCC.
- (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

"Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of



the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) "Supplier" means the person, who supplies the Goods under the Contract with the Procuring Entity.

(l) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt and Fraudulent Practices

3.1 The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, DDP, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.



4.5 Non-waiver:

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

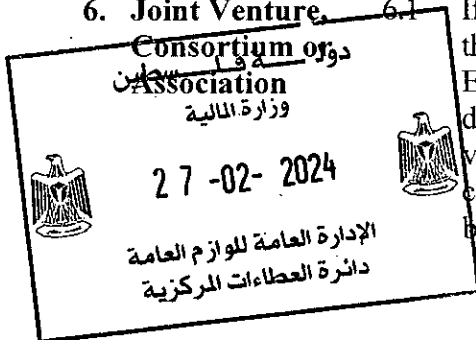
5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture.

6.1

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.



7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term

“in writing” means communicated in written form with proof of receipt.

7.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

8. Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the State of Palestine, unless otherwise specified in the SCC.

9 Settlement of Disputes

9.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, the dispute resolution shall be conducted in accordance with the procedures of Arbitration Law of the State of Palestine unless otherwise **specified in the SCC**.

9.3 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier in accordance with the Contract.

10. Scope of Supply

10.1 The Goods to be supplied shall be as specified in the Schedule of Requirements.

11. Delivery and Documents

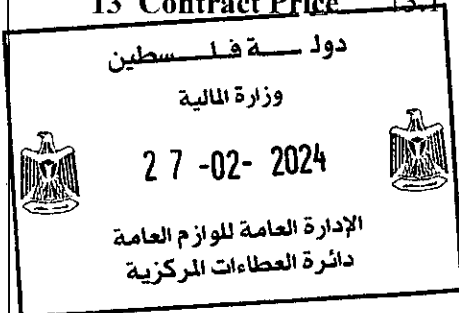
11.1 Subject to GCC Sub-Clause 29.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

12. Supplier’s Responsibilities

12.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

13 Contract Price

13.1 Prices charged by the Supplier for the Goods supplied under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.



14. Terms of Payment

- 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 14.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 14.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 14.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full.

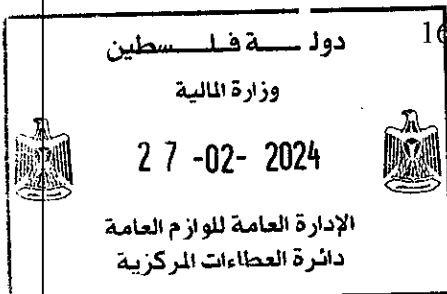
15. Taxes and Duties

- 15.1 The Prices shall include all taxes, duties and other such levies imposed in the State of Palestine, unless otherwise stated in the SCC.

16. Performance Security

- 16.1 If required as specified in the SCC, the Supplier shall, within the period stipulated in the notification of contract award, provide a performance security for the performance of the Contract in the amount and duration specified in the SCC.
- 16.2 The proceeds of the Performance Security, or any part thereof, shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.3 The Performance Security, if required, shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

- 16.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's



performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

17. Copyright

17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

18. Confidential Information

18.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 18.

18.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

18.3 The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:

- (a) the Procuring Entity or Supplier need to share with any other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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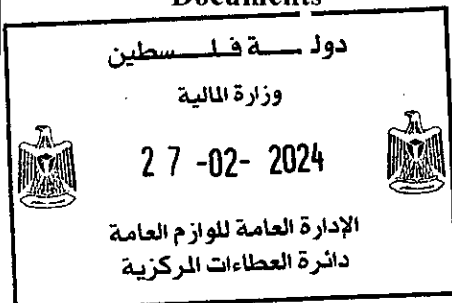
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دائرة العطاءات المركزية



- 18.4 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 18.5 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.
- 19. Subcontracting** 19.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 19.2 Subcontracts shall comply with the provisions of GCC Clauses 3.
- 20. Specifications and Standards** 20.1 Technical Specifications and Drawings
- (a) The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or with the Palestinian Standard Institution, or any other relevant national body.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 29.
- 21. Packing and Documents** 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing



case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

22. Insurance

22.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

23. Inspections and Tests

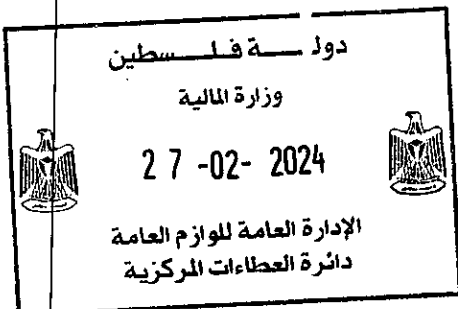
23.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the State of Palestine as specified in the SCC. Subject to GCC Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

23.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 23.3, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

23.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed



necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due consideration will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

23.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

23.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 23.4.

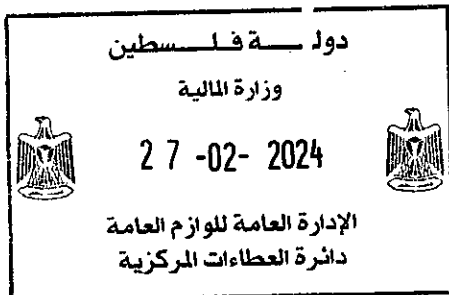
23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Contract.

24. Liquidated Damages

24.1 Except as provided under GCC Clause 28, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 31.

25. Warranty

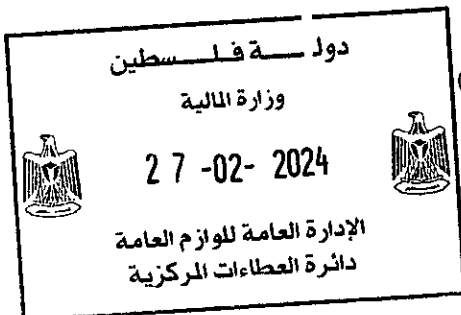
25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.



- 25.2 Subject to GCC Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the State of Palestine.
- 25.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 25.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 25.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 25.6 If having been notified, the Supplier fails to remedy the defect or substitute the Goods within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

26. Patent Indemnity

- 26.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 26.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

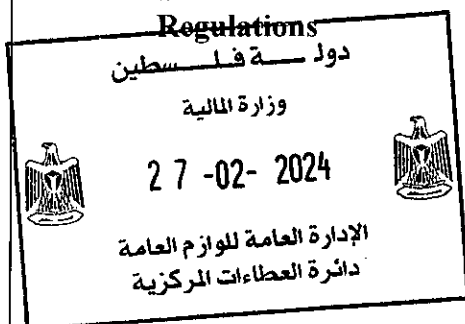


Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 26.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 26.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 26.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 26.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 26.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

27. Change in Laws and Regulations

- 27.1 If within the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the State of Palestine (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be



correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

28. Force Majeure

28.1 The Supplier shall not be liable for forfeiture of its Performance Security, 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.

28.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, and the arbitrary measures imposed by the other party on the import and clearance, provided that this is supported by official documents.

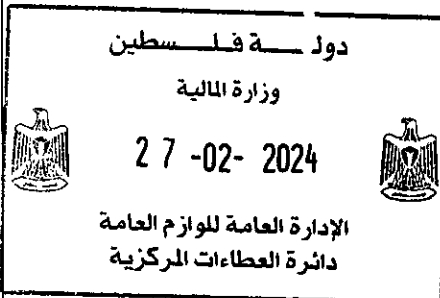
28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Change Orders and Contract Amendments

29.1 The Procuring Entity may increase or decrease the required quantity of each item, according to the percentage specified in the SCC and with the same terms and prices without the Supplier having the right to demand any compensation.

29.2 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;



- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

29.3 If any change under sub-clause 29.2 causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and in the Delivery/Completion Schedule. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

29.4 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

29.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

30. Extensions of Time

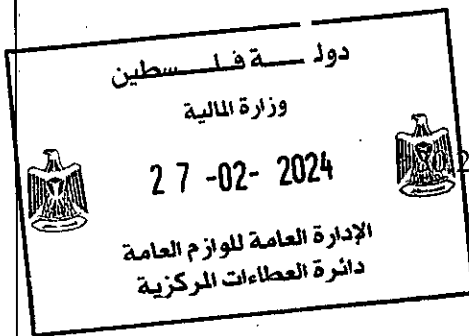
30.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

2 Except in case of Force Majeure, as provided under GCC Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.

31. Termination

31.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:



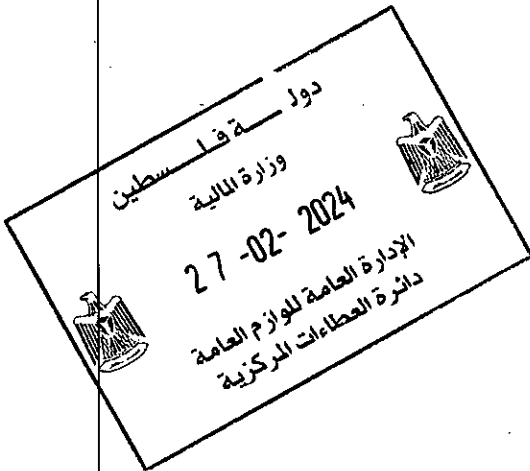
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 30;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 31.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

31.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

31.3 Termination for the Public Interest.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for the Public interest. The notice of termination shall specify that termination is for the Public interest, and the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within the period specified in the SCC after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or



- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier. In this case, the Procuring Entity shall pay amounts due to the supplier for the supplies received and accepted according to the terms and prices of the contract in addition to the amount agreed under this clause.

32. Assignment

- 32.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.



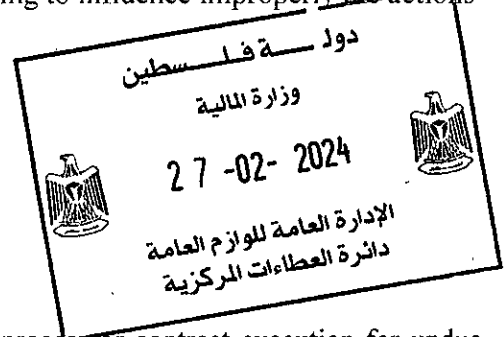
APPENDIX TO GENERAL CONDITIONS

State's Policy - Corrupt and Fraudulent Practices

It is the policy of the State of Palestine toward corrupt and fraudulent practices requires that Procuring Entities, bidders, suppliers, contractors and their agents (whether declared or not), Sub-contractors, Sub-consultants, service providers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of publicly-financed contracts managed by the Government.¹⁰ In pursuance of this policy:

A. The practices outlined below are defined 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;¹¹
- (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;¹²
- (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;¹³



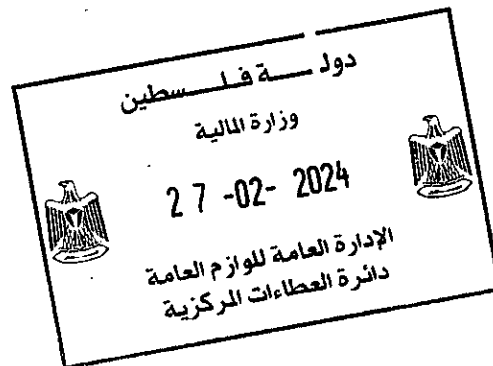
¹⁰ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes government officials and employees of other organizations taking or reviewing procurement decisions.

¹² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹³ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (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;¹⁴
- (v) "obstructive practice" is
- a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government 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) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under paragraph 6.1(e) below.
- B. will reject a bid if it determines that the Bidder, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- C. will sanction a firm or individual, at any time, in accordance with the prevailing Government's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time to be awarded a publicly funded contract;
- D. Bidders, , suppliers, contractors, consultants and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the procuring entities or the Government, or the financial and administrative bureau to inspect all accounts, records, and other documents relating to the submission of bids, and to have them audited by auditors appointed by the Government."



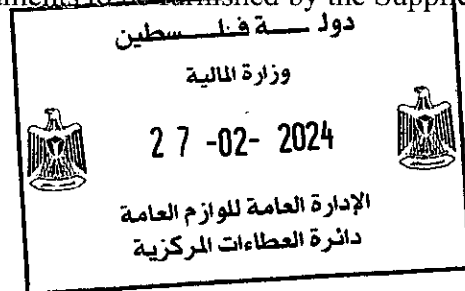
¹⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

Section IX. Special Conditions of Contract

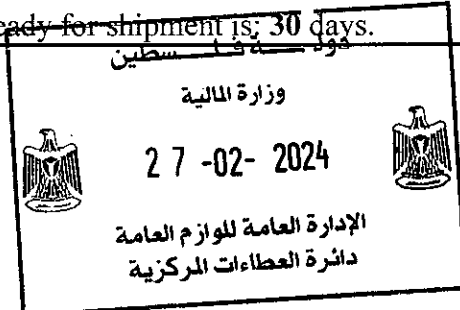
The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1	The Procuring Entity is: Palestinian Water Authority
GCC 1.1	The Project Site(s)/Final Destination(s) is/are: Yatta Municipality Water Undertaking Stores - Hebron
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010
GCC 5.1	The language shall be: English
GCC 7.1	For notices , the Procuring Entity's address shall be: Attention: Ministry of Public Works and Housing Central Tendering Department Street Address: Al-Balou' Street (Alm'abar) Floor/ Room number: First floor City: Bitouni ZIP Code: [insert postal ZIP code, if applicable] Country: State of Palestine Telephone: + 970 2 296 6006/7 Facsimile number: + 970 2 298 8582 Electronic mail address: ctd@mpwh.pna.ps Mobile phone number:
GCC 8.1	The governing law shall be the law of: the State of Palestine
GCC 9.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows: the state of Palestine.
GCC 11.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>An airway bill, or seaway bill; Tax invoice; Packing list; Weight certificate; Certificate of Origin;</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 13.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment Not applicable</p>
GCC 14.1	GCC 14.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:



	<p>(i) Advance Payment: 20% of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a bank guarantee for equivalent amount in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) The Procuring Entity shall pay 80% of the contract amount upon receipt and acceptance of the Goods and after submitting all documents related to the payment.</p>
GCC 14.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be [insert number of days] days. Not applicable</p> <p>The interest rate that shall be applied is [insert number] % Not applicable</p>
GCC 16.1	<p>A Performance Security shall be required</p> <p>The amount of the Performance Security shall be: 10% of the Contract Price.</p>
GCC 16.3	The Performance Security shall be in the form of : a Bank Guarantee
GCC 16.4	Discharge of the Performance Security shall take place: Upon receipt of the equipment, provide a maintenance guarantee of 5% of the contract value.
GCC 21.2	The packing, marking and documentation within and outside the packages shall be: according to TS
GCC 22.1	The insurance coverage shall be as specified in the Incoterms: Incoterm 2010
GCC 23.1	The inspections and tests shall be: Inspected and tested to ensure that the equipment meets the required technical specifications prior to delivery
GCC 23.2	The Inspections and tests shall be conducted at: the local site of the supplier (agent)
GCC 24.1	The liquidated damage shall be: 0.001 % per day
GCC 24.1	The maximum amount of liquidated damages shall be: 10%
GCC 25.3	<p>The period of validity of the Warranty for the Goods shall be: 2 years (1 year + 1 year as per the original warranty terms and conditions)</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Yatta Municipality Water Undertaking Stores / Hebron</p> <p>The Warranty shall cover the following: Any defects are discovered or arise in the normal course of usage the machine and the hammer</p>
GCC 25.5	The period for repair or replacement shall be 14 days.
GCC 29.1	The percentage of increase or decrease in the required quantity of each item, without adjusting the unit price, is: 25%
GCC 31.3 (b)	The period from the date of notification of termination of the contract during which the Goods must be ready for shipment is: 30 days.



Section X. Contract Forms

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Notification of Award (Letter of Acceptance) Form

[letterhead paper of the Procuring Entity]

Date: [insert day, month and year]

To: [name and address of the Bidder]

Contract Name and Number: [Insert Contract Name and Number]

Sirs: [insert name and address of Bidder]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of [insert amount in numbers and words and name of currency], as corrected and modified¹⁵ in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security using the Performance Security Forms included in the Bidding Documents/Section X, Contract Forms and to sign the Contract, in accordance with the **Special Conditions of Contract**, within [insert number of days] days from your receipt of this letter.

Authorized Signature: [Insert signature of authorized person]

Name: [Insert name of authorized signatory]

Title: [Insert title of authorized signatory]

Name of Procuring Entity: [Insert name of Procuring Entity]



¹⁵ Delete "correct" or "modify" if not applicable

Contract Agreement Form

THIS AGREEMENT made this day [insert day] of [insert date],

between

[insert complete name of the Procuring Entity]/the State of Palestine, and having its principal place of business at [insert Procuring Entity's address] (hereinafter "the Procuring Entity"), of the one part,

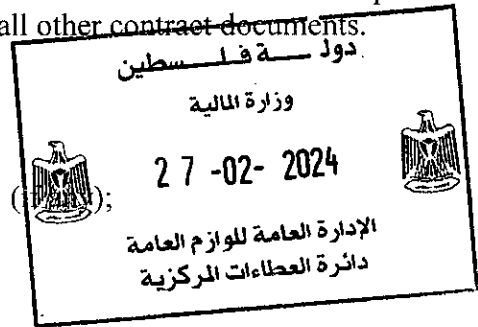
and

[insert Supplier's name], a company established according to the laws of [insert Supplier's country's name] and having its principal place of business at [insert Supplier's address] (hereinafter "the Supplier"), of the other part:

WHEREAS the Procuring Entity invited bids for delivery of [insert brief description of Goods] and has accepted a Bid by the Supplier for the supply of those Goods in exchange for [insert the Contract amount in letters and numbers] [insert currency] (hereinafter "the Contract Price").

The Procuring Entity and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos [insert addenda Number(s)] (
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract documents [insert any other necessary documents].
3. This Agreement shall prevail over all other Contract documents, and in the event of any conflict or inconsistency between the Contract documents, the order stipulated above shall take precedence.



4. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity 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 specified in the **Special Conditions of Contract**.

(for the Procuring Entity)
Supplier)

(for the

Signature:

Signature:

Name:

Name:

Title:

Title:

In the presence of official witness:

In the presence of official witness:



Performance Security Form

(Bank Letterhead)

[Upon request of the successful Bidder, the Bank shall complete this form according to the instructions in brackets].

Beneficiary: [Insert full name and address of Procuring Entity]

Date: [Insert Day (day, month, year)]

Bidding Process Name and No.: [Insert bidding process name and number]

Performance Guarantee No.: [Insert number]

Bank Name and Address: [insert Bank's name, and address of issuing Branch]

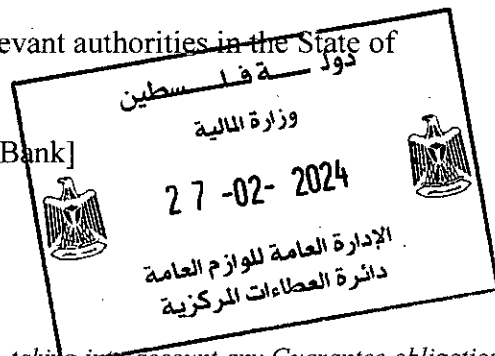
Whereas [insert name of Supplier] (hereinafter called "the Supplier") has submitted Bid No. [Insert Bid number], for the execution of [Insert brief description of the Goods]. We were informed that the Contractor has been awarded the Contract, and according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] [insert currency] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligations under the Contract, without your needing to prove grounds for your demand.

This guarantee shall expire on [Insert date (day, month and year)]², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the rules issued by the relevant authorities in the State of Palestine.

[signature(s) of authorized representative(s) from the Bank]



² The dates specified in accordance with GCC Clause 16.4, taking into account any Guarantee obligations by the Supplier in accordance with GCC Clause 16.2 required to be provided with a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The bank agrees to a one-time extension of this guarantee for a period not to exceed [insert the period] for example [six months, one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the bank before the expiry of the guarantee."

Advance Payment Security Form

(Bank Letterhead)

[Upon request of the successful Bidder, the Bank shall complete this form according to the instructions in brackets].

Beneficiary: [Insert name and address of Procuring Entity]

Date: [Insert Date (day, month, year)]

Bidding Process Name and No.: [Insert bidding process name and number]

Advance Payment Guarantee No.: [Insert number]

Bank Name and Address: [insert Bank's name, and address of Issuing Branch]

Whereas [insert complete name of Supplier and its address] (hereinafter called "the Supplier") has entered into Contract No. [insert reference number of the Contract] with the Procuring Entity.

At the request of the Supplier, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] [insert currency]¹⁶ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier:

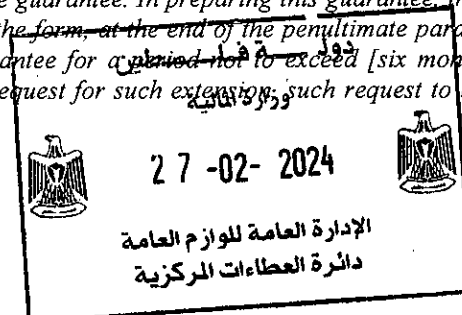
- (a) has used the advance payment for purposes other than toward preparing for delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition for any demand and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier.

This Guarantee is valid from the date the Supplier receives the advance payment in accordance with the Contract.¹⁷

¹⁶ The Bank shall insert an amount representing the amount of the advance payment.

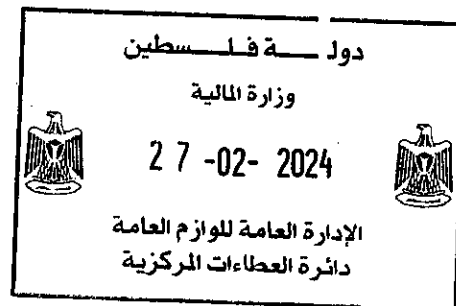
¹⁷ Insert the date specified in the delivery schedule in the Contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The bank agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension; such request to be presented to the bank before the expiry of the guarantee."



The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the date of [insert date (day, month and year)], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the rules issued by the relevant authorities in the State of Palestine.

[insert signature(s) of authorized representative(s) from the Bank]



Appendix: Invitation for Bids

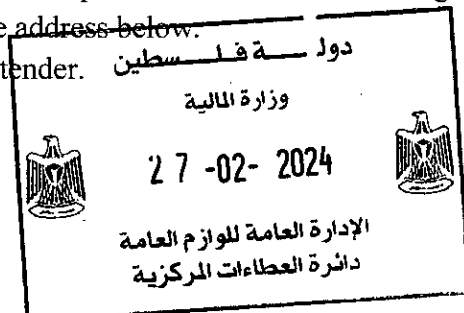
Name of Procuring Entity: Palestinian Water Authority

Bidding Process Number: PWA-GSD/UNICEF/2024/28

Bidding Process Name: Supply Wheel Backhoe Loader

1. The Palestinian Water Authority, through The Directorate of General Supplies intends to apply part of the proceeds under Yatta Water Supply Project - Institutional Strengthening and Capacity Building for Yatta Water Supply and Sanitation Department financed by Kingdom of the Netherlands through UNICEF toward payment under the Contract Supply Wheel Backhoe Loader [PWA-GSD/UNICEF/2024/28].
2. The Directorate of General Supplies (DGS) of the Ministry of Finance (MOF) and for the benefit of the **Palestinian Water Authority** now invites sealed bids from eligible bidders for **Supply Wheel Backhoe Loader**.
3. Public bidding will be conducted through a request for competitive bids National in accordance with the provisions of the Public Procurement Law No.8 of 2014 and its Implementing Regulations and is open to all eligible bidders.
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 may be by interested bidders for payment of a nonrefundable fee of **500 NIS**, the bidding documents fee shall be paid to the account of the Ministry of Finance under number (219000/49)/ Bank of Palestine, the payment receipt shall be attached to the submitted bid.
6. Bids must be delivered to the address below on or before 1/4/2024 11:00 am. Electronic bidding will not be permitted. Bids must be valid for a period of 150 days from the final date for Bid Submission.
7. All bids must be accompanied by Bid Security with an amount of 3000 \$ and shall be valid for a period 30 days after the bid validity period.
8. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below.
9. Wages of publishing and advertising on who wins the tender.
10. The address referred to above is:

Directorate of General Supplies.
Ministry of Finance
Al-Quds Building, 6rd Floor, Al-Masyoon
Ramallah, West Bank.
Tel. 02-2987112, Fax. 02-2987056



Head of the Central Bids Committee