



*State of Palestine (SP)*

**Ministry of Finance – Central Tendering Department**

**For the Benefit of Ministry of Education & Higher Education (MEHE)**

**More Job Opportunities for Palestinian Youth  
Modernizing the Palestinian Technical and Vocational Education**

**Financed by the  
Federal Republic of Germany through KfW**

**Tender Documents for the Procurement of Equipment**

**Tender No: MEHE/KFE/ 91/2018**

**Tender Documents for the Procurement of  
supply of Automotive Mechanics Equipments**

**Selet Daher IIS**

**Tender No MEHE / KFW/ 91/2018**

**MAY  
2018**

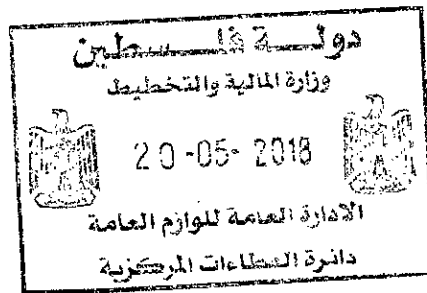


# Contents

<b>PART 1 – Bidding Procedures</b> .....	<b>3</b>
Invitation for Bids (IFB) .....	4
Section I. Instructions to Bidders (ITB) .....	8
Section II. Bidding Data Sheet (BDS) .....	31
Section III. Evaluation and Qualification Criteria .....	34
Section IV. Bidding Forms .....	37
<b>PART 2 – Supply Requirements</b> .....	<b>66</b>
Section VI. Schedule of Requirements .....	67
<b>PART 3 - Contract</b> .....	<b>76</b>
Section VII. General Conditions of Contract .....	77
Section VIII. Special Conditions of Contract .....	95
Section IX. Contract Forms .....	101



# PART 1 – Bidding Procedures



دعوة لتقديم عطاءات

رقم المناقصة: MEHE/KFW/91/ 2018

موضوع المناقصة: شراء وتوريد معدات ميكانيك سيارات لصالح مدرسة سيلة الظهر

تلقت وزارة التربية والتعليم العالي منحة مالية بقيمة 10 مليون يورو من حكومة ألمانيا الاتحادية لتحديث التعليم التقني والمهني في فلسطين لصالح وزارة التربية والتعليم العالي ووزارة العمل وجامعة القدس. وعليه تنوي وزارة التربية والتعليم العالي تخصيص جزء من هذه المنحة لشراء وتوريد معدات ميكانيك سيارات لصالح مدرسة سيلة الظهر

1- بموجب العقد وضمن المناقصة رقم MEHE/KFW/ 91 /2018 سيتم تطبيق قيمة المنحة المقدمة لتمويل الاتفاق وتكون ضريبة القيمة المضافة صفرية ( Zero VAT ) و البضائع المستوردة معفاة من ضريبة الجمارك .

2. تدعو مديرية اللوازم العامة في وزارة المالية ولحساب المدارس المهنية والكليات التقنية التابعة لوزارة التربية والتعليم العالي الجهات المؤهلة لتقديم العطاءات بالظرف المختوم لتوريد المتطلبات الواردة في وثائق المناقصة.

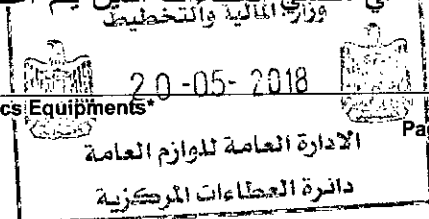
3. يوجد مجموعة كاملة من وثائق المناقصة باللغة الانجليزية ويمكن شراؤها من قبل مقدمي العطاءات المعنيين برسوم غير مستردة وقيمتها (€ 100) للنسخة الواحدة عن طريق حوالة بنكية ويمكن الحصول على الوثائق من الادارة العامة للوازم في وزارة المالية (www.gs.pmf)

تدفع رسوم كراسة المناقصة من خلال حوالة بنكية فقط وحصريا من حساب المناقص نفسه حسب الاسم المشارك في المناقصة وذلك لحساب خاص لوزارة التربية والتعليم العالي لصالح البرنامج الألماني في بنك القدس على حساب رقم (143747) -رسوم عطاءات PS44ALDN040201437470430010002. ولا يقبل الدفع النقدي للحساب. وتقع على المقاول نفسه مسؤولية ايداع الحوالة بنجاح في حساب الوزارة ليس بعد 24 / 6 /2018.

4- يتم قبول العطاءات (العروض) فقط للمناقصين الذين وصلت حوالاتهم واودعت بنجاح في الحساب اعلاه وفق القائمة المقدمة من بنك القدس وهي التي تدخل في عملية تقييم المناقصة.

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

6. يتم تسليم العطاءات الى العنوان الموضح ادناه في موعد أقصاه (26/6/2018) حيث تقبل الطلبات لغاية الساعة (11:00) صباحا من ذلك التاريخ. ويجب أن ترفق جميع العطاءات بكفالة دخول للعطاء والبالغ 3% من قيمة العرض المقدم وسارية المفعول لغاية 148 يوم من تاريخ آخر موعد لتقديم عروض الأسعار، وتبيتم رفض العروض المتأخرة عن الموعد المحدد. سيتم فتح العطاءات بحضور ممثلين مقدمي العطاءات الذين يتم اعتماد طلباتهم في العنوان المذكور في صفحة معلومات وزارة المالية والتخطيط



العطاء في تمام الساعة الحادية عشر من صباح يوم الثلاثاء الموافق 2018/6/26.  
7. على المناقصين وضع اسم المناقصة ورقمها في الحوالة البنكية ورافق فيشة الحوالة مع العطاء المقدم.

8. اجور النشر والاعلان على من ترسو عليه المناقصة ولمرة واحدة فقط.

مديرية اللوازم العامة

وزارة المالية

عمارة الباشا، الطابق الثالث، البالوع

رام الله ( الضفة الغربية )

هاتف: 02-2987112 ، فاكس: 02-2987056

رئيس لجنة العطاءات المركزية



## Invitation for Bids (IFB)

Contract Identification No: MEHE/KFW/91./2018

### Supply of Automotive Mechanics Equipments

The Ministry of Education and Higher Education (MEHE) has received a grant of €10M from the Federal Republic of Germany through KfW for modernizing Technical and Vocational Education.

The MEHE intends to apply part of the proceeds of this grant to payments under the contract for the supply of Automotive Mechanics Equipments

1. Under bid No. **MEHE/KFW/91/2018**.. The grants from the Federal Republic of Germany through KfW shall be exclusively applied to the financing of expenditures, with Zero Value Added Tax, i.e.( Zero VAT) and imported goods are exempted from Custum import duties .
2. The Directorate of General Supplies (GSD) of the Ministry of Finance (MOF) and for the benefit of the Vocational Schools and Technical Colleges pertaining to Ministry of Education & Higher Education now invites sealed bids from eligible bidders for the supply of Automotive Mechanics Equipments for the institutions listed and included within this tender document
3. A complete set of bidding documents in *English* may be purchased by interested bidders for payment of a non refundable fee of "€100" per copy to be paid by only a bank transfer exclusively **from the bidder's account ( No Cash deposit will be accepted)** to the following account and should be **deposited (RECEIVED)** at the account no later than 24./6/ 2018

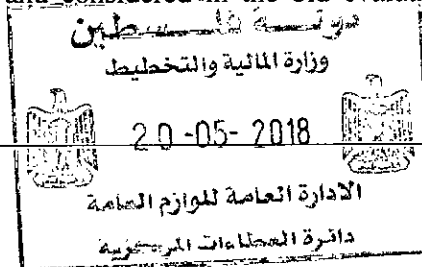
**The bidders should indicate the name and the bid number in the transfer. The bidder should enclose the transfer receipt within the submitted bid**

Special account of the MEHE-Bidding Fees no. (143747 ) at Quds Bank IBAN PS44ALDN040201437470430010002

The bidder is responsible for the effective crediting of the fee in the project account at Quds Bank.

The bidding documents can be obtained via web site of the Directorate General of Supplies ([www.gs.pmof.ps](http://www.gs.pmof.ps))

Only the bids for whom bank transfers received and successfully deposited at the above account will be accepted and considered in the bid evaluation process upon the list provided by Quds Bank.



4. Interested eligible bidders may obtain further information only in writing from the Directorate of General Supplies (GSD) at the Ministry of Finance (MOF) e-mail address: www.gs.pmf.ps
5. Bids must be delivered to the address below at or before *11:00 noon of 26 / 6 /2018*. All bids must be accompanied by a bid security of 3% of the bid price and is valid for 148 days from the last date for submission of bids. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address stated in the BDS at *11:00 a.m. on 26 /6 /2018*.
6. **The bidders should indicate the name and the bid number in the transfer. The [REDACTED] should enclose the transfer receipt within the submitted bid**
7. Wages publishing and advertising on who wins the tender and only once

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

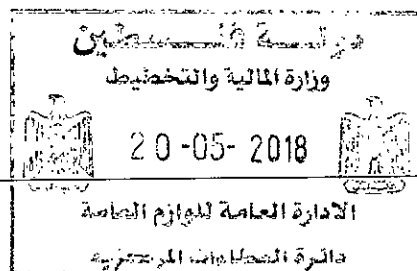
**Head of the Central Tendering Committee**



## Section I. Instructions to Bidders

### Table of Contents

<b>A. General</b> .....	<b>10</b>
1. Scope of Bid .....	10
2. Source of Funds .....	10
3. Fraud and Corruption.....	10
4. Eligible Bidders .....	11
5. Eligible Goods and Related Services.....	12
<b>B. Contents of Bidding Documents</b> .....	<b>13</b>
6. Sections of Bidding Documents .....	13
7. Clarification of Bidding Documents .....	13
8. Amendment of Bidding Documents .....	14
<b>C. Preparation of Bids</b> .....	<b>15</b>
9. Cost of Bidding .....	15
10. Language of Bid.....	15
11. Documents Comprising the Bid .....	15
12. Bid Submission Form and Price Schedules .....	15
13. Alternative Bids.....	16
14. Bid Prices and Discounts .....	16
15. Currencies of Bid .....	16
16. Documents Establishing the Eligibility of the Bidder .....	16
17. Documents Establishing the Eligibility of the Goods and Related Services ...	17
18. Documents Establishing the Conformity of the Goods and Related Services	17
19. Documents Establishing the Qualifications of the Bidder.....	17
20. Period of Validity of Bids .....	18
21. Bid Security.....	18
22. Format and Signing of Bid .....	19
<b>D. Submission and Opening of Bids</b> .....	<b>20</b>
23. Submission, Sealing and Marking of Bids.....	20
24. Deadline for Submission of Bids .....	20
25. Late Bids.....	20
26. Withdrawal, Substitution, and Modification of Bids .....	20
27. Bid Opening.....	21





<b>E. Evaluation and Comparison of Bids .....</b>	<b>23</b>
28. Confidentiality .....	23
29. Clarification of Bids .....	23
30. Responsiveness of Bids .....	23
31. Nonconformities, Errors, and Omissions .....	24
32. Preliminary Examination of Bids .....	26
33. Examination of Terms and Conditions; Technical Evaluation .....	26
34. Conversion to Single Currency .....	26
35. Domestic Preference .....	27
36. Evaluation of Bids .....	27
37. Comparison of Bids .....	27
38. Postqualification of the Bidder .....	27
39. (GSD)'s Right to Accept Any Bid, and to Reject Any or All Bids .....	28
<b>F. Award of Contract .....</b>	<b>29</b>
40. Award Criteria .....	29
41. (GSD)'s Right to Vary Quantities at Time of Award .....	29
42. Notification of Award .....	29
43. Signing of Contract .....	29
44. Performance Security .....	29
45. Reimbursements, Guarantee Or Similar Claimable Payments .....	30



## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The General Supplies Department (GSD) and for the benefit of the MEHE issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Bid are **specified in the Bid Data Sheet (BDS)**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.
- 2. Source of Funds**
- 2.1 The Ministry of Education (MEHE) has received a grant of €10M from the Federal Republic of Germany through KFW towards modernizing the KFW education. The MEHE intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 3. Fraud and Corruption**
- 3.1 It is a policy to require that GSD as well as bidders, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the GSD:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of



another party;

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

(v) "obstructive practice" is

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

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

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

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

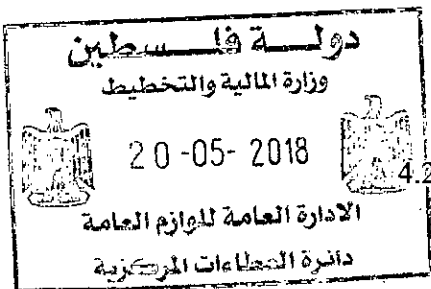
#### 4. Eligible Bidders

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

- a. For those Bidders ruled out by sanctions issued by the UN Security Council.
- b. If the Palestinian Authority prohibits commercial relations with the manufacturing entities or with their Countries.

A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any



of its affiliates which have been engaged by the GSD to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

1. Submit more than one bid in this bidding process.

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

**5. Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country except:

2. As a matter of law or official regulation, the Palestinian Authority prohibits commercial relations with that Country or with the manufacturing entities.
3. by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Palestinian Authority prohibits any import of goods from that Country or any payments to persons or entities in that Country.



## B. Contents of Bidding Documents

### 6. Sections of Bidding Documents

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

#### PART 1 Bidding Procedures

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

#### PART 2 Supply Requirements

- Section VI. Schedule of Requirements

#### PART 3 Contract

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

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

### 7. Clarification of Bidding Documents

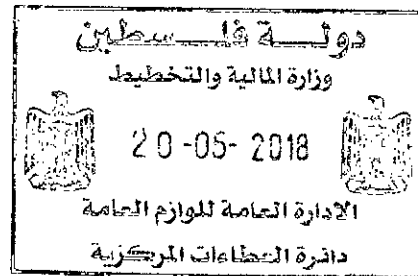
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the GSD in writing at the GSD's address specified in the BDS. The GSD will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the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

- 7.2 Should the GSD deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following



the procedure under ITB Clause 8 and ITB Sub-Clause 24.3.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the GSD may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the GSD.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the GSD may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.3

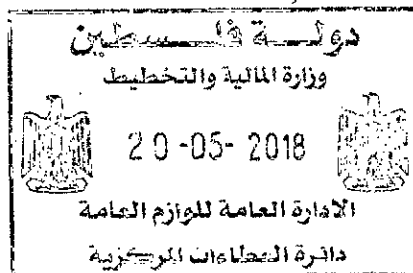


### C. Preparation of Bids

9. **Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the GSD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. **Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the GSD, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. **Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- Dully signed Declaration of Undertaking furnished in Section IV.
  - Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - Bid Security in accordance with ITB Clause 21, if required;
  - Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
  - Documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - Documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
  - Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - Any other document **required in the BDS**.
12. **Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.



- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- 13. Alternative Bids** 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items must be listed and priced separately in the Price Schedules.
- 14.3 The Bidder shall quote any unconditional discounts in the Bid Submission Form and in the Price Schedule Form.
- 14.4 The price to be quoted in the Bid Submission Form or in the price schedule form shall be the total price of the bid, including any unconditional discounts offered.
- 14.5 The prices shall be Zero Vat.
- 14.6 In Case the suppliers importing goods; these goods will be exempted from Customs import duties.
- 14.7 All other duties, taxes, and levies payable by the Supplier under the Contract, or for any other cause, as of the date for submission of bids), shall be included in the rates and prices and the total Bid Price submitted by the bidder. The bid rates and prices shall also include all associated costs to be borne by the Supplier including all overheads and profits.
- 14.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.
- 15. Currencies of Bid** 15.1 The Bidder shall quote in the currency specified in the BDS.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.



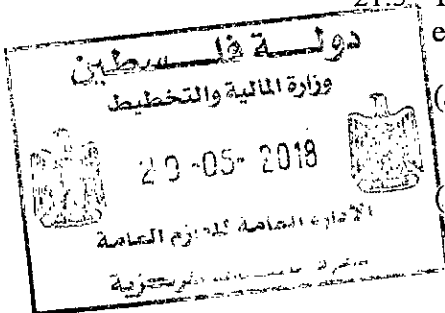


- 17. Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding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



- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the GSD. A bid valid for a shorter period shall be rejected by the GSD as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the GSD may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 
- 21. Bid Security**
- 21.1 The Bidder shall furnish as part of its bid, a Bid Security as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Bid and shall:
- (a) Be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the Bid Security is located outside the Palestinian Territories, it shall have a correspondent financial institution located in the Palestinian Territories to make it enforceable. The Bid Security shall comply with the rules of the Palestinian Monetary Authority.
  - (b) Be strictly in accordance with the form of Bid Security included in Section IV, Bidding Forms.
  - (c) Be payable promptly upon written demand by the GSD;
  - (d) Be submitted in its original form; copies will not be accepted;
- 21.3 Any bid not accompanied by a substantially responsive Bid Security shall be rejected by the GSD as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) If a Bidder withdraws its bid during the period of bid validity specified in the Bidding Documents; or
- (b) If the successful Bidder fails to:



- (i) Sign the Contract in accordance with ITB Clause 43;
- (ii) Furnish a Performance Security in accordance with ITB Clause 44.

**22. Format  
and  
Signing of  
Bid**

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



## D. Submission and Opening of Bids

### 23. Submission, Sealing and Marking of Bids

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

23.2 The inner and outer envelopes shall:

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

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

### 24. Deadline for Submission of Bids

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

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

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

### 25. Late Bids

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

### 26. Withdrawal, Substitution,

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with



**and  
Modification of  
Bids**

ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

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

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

**27. Bid Opening**

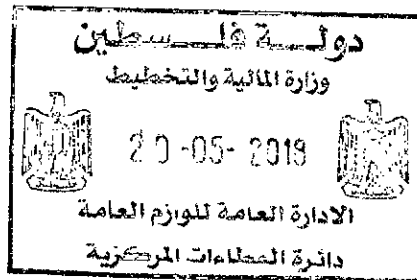
27.1 The GSD shall conduct the bid opening in public at the address, date and time **specified in the BDS**.

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



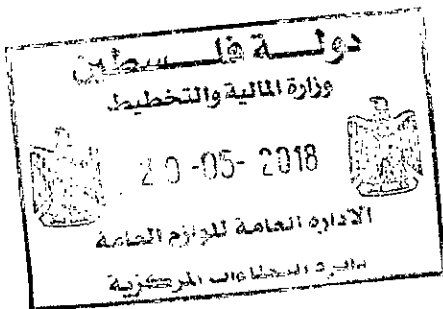
opening shall be considered further.

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



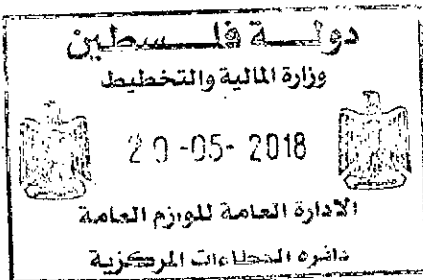
## E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the GSD in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the GSD on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 9.1- To assist in the examination, evaluation, comparison and post-qualification of the bids, the GSD may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the GSD shall not be considered. The GSD's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the GSD in the Evaluation of the bids, in accordance with ITB Clause 31.29
- 26.1  
29.1
- 30. Responsiveness of Bids**
- 30.1 The GSD's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - Limits in any substantial way, inconsistent with the Bidding Documents, the GSD's rights or the Bidder's obligations under the Contract; or
  - If rectified would unfairly affect the competitive position



of other bidders presenting substantially responsive bids.

- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the GSD and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31. Non conformities, Errors, and Omissions**
- 31.1 Provided that a Bid is substantially responsive, the GSD may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the GSD may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1- Provided that the Bid is substantially responsive, the GSD shall correct arithmetical errors on the following basis: 1 - The Tenders Committee shall correct any mathematical errors appearing in the bill of quantities and shall then inform the bidder in question of the correction. If the bidder refuses the correction, the bid shall be rejected and the bid security is thereby subject to forfeiture, or the procedures stated in the bid-securing declaration shall be applied.
- 2- 2 If there is a discrepancy between the unit price and the line item total obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. Exceptionally, if, in the opinion of the evaluation committee, there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected, as well as the consequent line total and overall total.
- 3- 3 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- 4- 4 If there is a contradiction in the price or other information between the submitted copies, the copy marked as the "original" shall prevail.
- 5- 5 The prices shall be audited and mathematical errors shall be corrected in the following manner:
- a- If the bidder writes the total amount for a certain item without including the unit price of the item, or if the unit price is not clear, the unit price for the item shall be calculated by dividing the total amount by the quantity





of the item; If it is found that the bidder failed to put the price of one or more items, or if the bidder writes the price unit or the total amount in an unclear manner, thus causing confusion in calculating the total amount, the evaluation committee must calculate the price of the bid according to 31.3.1 of this clause.

b- If the bidder presents a modification to his bid, whether a discount or an increase as a lump sum, this amount shall be calculated as a percentage of the read price before correction and shall be endorsed as a discount or an increase.

c- All bid price adjustments shall be made by the evaluation committee without any consultations with the bidder regarding justification of the amount of the adjustment.

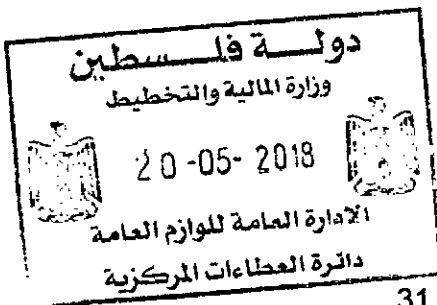
### 31.3.1 Adjustment to Bid Prices for Minor Deviations in Technical Aspects and for omitted Items

1- Any minor deviations shall be converted to amount of money, to be taken into consideration in the evaluation and comparison of bids, through amending the prices of the bids to compare them, however, this process shall not be reflected in the procurement contract.

2- **Unless the the awarding criteria is (per Item )** ; The cost of minor omissions or missing items in the scope of supply, services and the like shall be added to the bid price to allow for bid comparison on an equal basis. The evaluation committee shall base the price adjustment on a reasonable estimate of the cost or based on the fair price of the omitted item. In the event of uncertainty, the average price quoted by the other responsive bidders may be used, in the following:

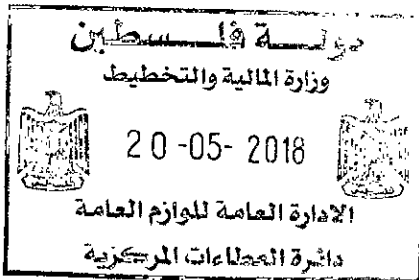
a- Applying the highest price for this item provided by other participating bidders to calculate the overall value of this bid.

b- If the bid stayed the lowest after applying the clause (a) and it has been awarded, the lowest price provided by other bidders for this price shall be applied to determine the overall value



31.3.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender will be rejected, and the Tender Security will be forfeited.

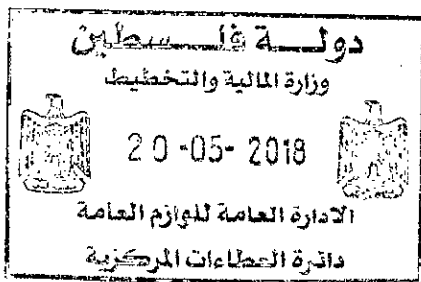
- 31.3.3 If a bidder did not provide the requested clarifications to his bid in due date and time set in the request, his tender may be rejected.
- 31.3 31.4 If the Bidder that awarded the Bid or part of the Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security shall be forfeited proportionally.
- 32. Preliminary Examination of Bids**
- 32.1 The GSD shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The GSD shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security, in accordance with ITB Clause 21.
- (d) The duly signed Declaration of Undertaking attached in Section IV "Bidding Forms"
- (e) Tenders for which no tendering fees were credited to the project account or for which transfers made from other than the bidder's account
- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The GSD shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The GSD shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the GSD determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to**
- 34.1 For evaluation and comparison purposes, the GSD shall convert



- Single Currency** all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- 35. Domestic Preference** 35.1 Domestic preference shall not be a factor in bid evaluation.
- 36. Evaluation of Bids** 36.1 The GSD shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the GSD shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the GSD shall consider the following:
- (a) Evaluation will be done for Items, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
  - (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
  - (c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- 37. Comparison of Bids** 37.1 The GSD shall compare the evaluated prices of all substantially responsive bids in accordance with the ITB to determine the lowest evaluated bid.
- 37.2 Bids will be compared [REDACTED] to determine which Lots can be awarded individually or as package to one or different bidders. Thus, one or more contracts may be concluded under this tender.
- 37.3 The item prices will be compared including taxes, import duties, and other levies (for evaluation purposes only) except Zero VAT in order to enhance fair competition between suppliers who purchasing goods from the local market and those who import from abroad.
- 37.4 If awarded Lots/Lots are imported from abroad, the taxes, import duties and other levies which should be priced separately and considered in evaluation will be taken out from the amount to be awarded as the supplier's goods will be exempted in case of imports.
- 38. Post qualification of** 38.1 The GSD shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and



- the Bidder** substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the GSD shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. GSD's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The GSD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.



## F. Award of Contract

### 40. Award Criteria

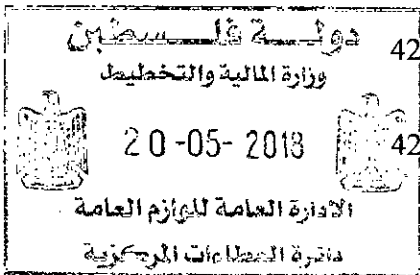
- 40.1 The GSD shall award the Contract(s) for one or several Lots to the Bidder(s) whose offer has been determined to be the lowest evaluated offer and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40.2 Awarding Criteria will be Lot per Lot. **The** bidder of the lowest substantially responsive Lot price being in compliance with tender conditions will be awarded that Lot. Consequently it may be possible to award one Contract to one bidder only or several contracts to different bidders.
- 40.3 If a bidder was the lowest evaluated substantially responsive bidder in more than one Lot, these items will compose the total number and the total amount to be awarded to that bidder pursuant to clause 37.2 above.
- 40.4 The Contract of each Bidder will comprise all the Lots for which the Bidder has offered the lowest price according to 40.1 above.

### 41. GSD's Right to Vary Quantities at Time of Award

- 41.1 At the time the Contract is awarded, the GSD reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

### 42. Notification of Award

- 42.1 Prior to the expiration of the period of bid validity, the GSD shall notify the successful Bidder, in writing, that its Bid has been accepted.



- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 42.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the GSD will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

### 43. Signing of Contract

- 43.1 Within fourteen (14) days of receipt of the notification of award from the GSD, the successful Bidder(s) shall come to the GSD offices in Ramallah to sign the Contract Agreement.

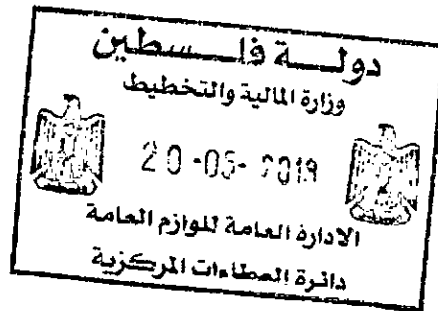
**44. Performance Security**

44.1 Within fourteen (14) days of the receipt of notification of award from the GSD, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms. The GSD shall promptly notify the name of the winning Bidder(s) to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder(s) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the GSD may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the GSD to be qualified to perform the Contract satisfactorily.

**45. Reimbursements, Guarantee Or Similar Claimable Payments**

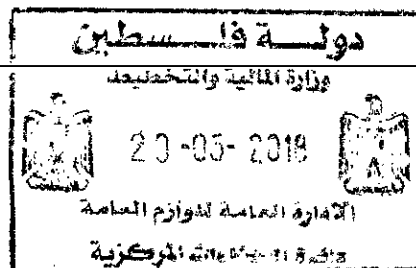
Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made to the special account of the Ministry of Education and Higher Education for the benefit of program account no. (143747 ) at Quds Bank IBAN PS44ALDN040201437470430010002



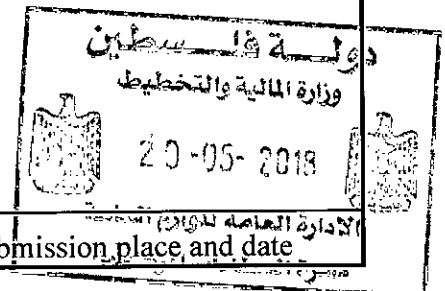
## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	<p>The name and identification number of the Tender : [supply of Automotive Mechanics-Equipments***, <i>tender-number</i> _____]</p> <p>The number, identification and names of the lots comprising this Bid are: [supply of Automotive Mechanics Equipments***]</p> <p><u>The Employer is: ...</u></p> <p><u>Number of Lots: Not Specified; Suppliers are permitted to price one , many or all items</u></p>
<b>ITB 2.1</b>	The name of the Project is: Modernization of KFW education in Palestine (2014 41 013 and 2015 41 135)
<b>ITB 4.1 a</b>	In addition to the UN sanctions list Bidders must not be included in the list of sanctions of the EU nor of the German Government.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <b>Clarification of bid purposes</b> only, the Directorate of General Supplies' address is: <b>Only in Written form</b></p> <p>Attention: Directorate of General Supplies Ministry of Finance Al-Basha Building, 3<sup>rd</sup> Floor, Al-Balo' Ramallah, West Bank.</p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is "English"
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>- The original catalogs must be attached.</li> <li>- Brands must certified by the manufacturer.</li> </ul>

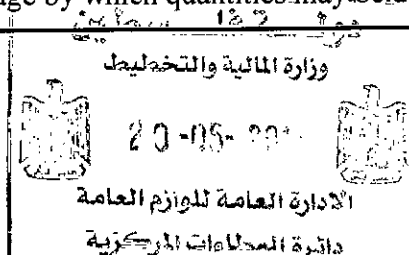


	No additional documents are required.
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.7	The prices quoted by the Bidder shall not be adjustable during the performance of the Contract.
ITB 14.8	Prices quoted for each item shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 15.1	The Bidder <i>is</i> required to quote in Euro (€).
ITB 19.1 (a)	Manufacturer's authorization is required.
ITB 19.1 (b)	After sales service is: <i>required</i>
ITB 20.1	The bid validity period shall be 120 days.
ITB 21.1	Bid shall include a Bid Security issued by a bank in the form included in Section IV Bidding Forms and comply with the conditions of ITB 21.
ITB 21.2	<b><u>The amount of the Bid Security shall be 3% of the total bidder' offer and valid for 148 days from bid submission date.</u></b>
ITB 22.1	In addition to the original of the bid, the number of copies is: (1)
	<b>D. Submission and Opening of Bids</b>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: supply of Automotive Mechanics Equipments*, _____./.
ITB 24.1	For bid submission purposes the address is: Directorate of General Supplies Ministry of Finance Al-Basha Building, 3 <sup>rd</sup> Floor, Al-Balo' in front of Best Eastern Hotel Ramallah, West Bank Tel. ++97022987112 Fax. ++97022987056 The deadline for submission of bids is: Date: [DD MONTH YYYY i.e. 13 Jan. 2018] Time: [HH:MM i.e. 01:00 p.m.]
ITB 27.1	The bid opening shall take place at the same submission place and date





	<p>after the bid submission:</p> <p>Directorate of General Supplies  Ministry of Finance  Al-Basha Building, 3<sup>rd</sup> Floor, Al-Balo' in front of Best Eastern Hotel  Ramallah, West Bank  Tel. ++97022987112  Fax. ++97022987056</p> <p>Bid opening shall take place directly after Bid Closing time.</p>
	<b>E. Evaluation and Comparison of Bids</b>
ITB 34.1	Bid prices expressed in different currencies shall be converted in: <b>Not Applicable</b>
ITB 36.3(a)	<p>Bids will be evaluated Lot per Lot</p> <p>Bids will be evaluated and awarded Lot per Lot and the Contract will comprise all the Lot(s) awarded to the successful Bidder (lowest price for these Lots).</p> <p>Each Supplier contract will include the Lot or Lots he won under this tender. This means multiple contracts with different suppliers could be concluded under this tender.</p>
ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>No</i>.</p> <p>(b) Deviation in payment schedule: <i>No</i>.</p>
ITB 36.6	Bidders are permitted to quote for lots they wish to supply (i.e they are allowed to price one or more lots. But he is obliged to price all items within the lot/lots he wishes to offer
	<b>F. Award of Contract</b>
ITB 41.1	<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>



## Section III. Evaluation and Qualification Criteria

### Contents

#### 1. Post-qualification Requirements (ITB 38.2)



**1. Post-qualification Requirements (ITB 38.2)**

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

**a. Local Bidders:**

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

**b. International Bidders:**

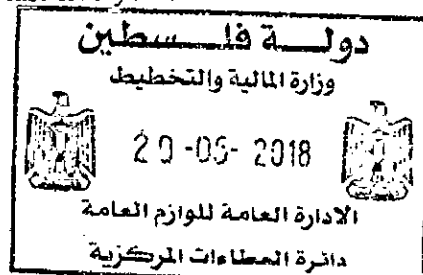
4. The Bidder shall have a legal address in the Palestinian Territories.
5. The Bidder shall be registered for purposes of taxation with the Ministry of Finance of the Palestinian Authority.
6. The Bidder shall have a legally registered Local Agent (The local agent shall not participate in the bid independently.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

**7. Financial Capability**

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

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

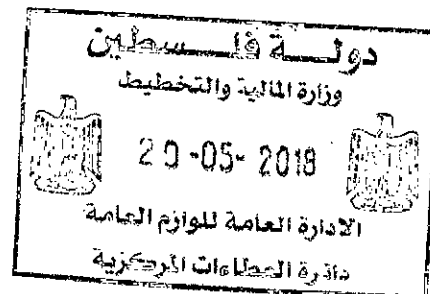
**8. Experience and Technical Capacity**



### Section III. Evaluation and Qualification Criteria

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

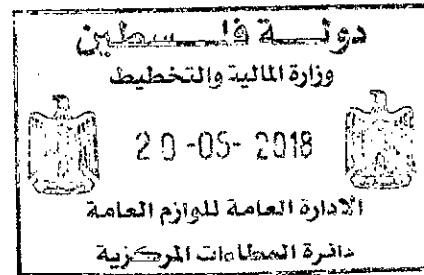
- The Bidder shall be in the business for at least the last (5) continuous years.
- The Bidder shall have implemented at least (3) similar contracts over the past (5) years.



## Section IV. Bidding Forms

### Table of Forms

Declaration of Undertaking .....	33
Bid Submission Form .....	34
Bidder Information Form .....	36
Joint Venture Partner Information Form .....	37
Price Schedule Form .....	51
Manufacturer's Authorization .....	52



## Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>1</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

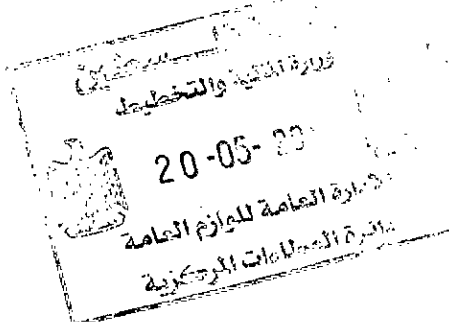
We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....  
(Place)

.....  
(Date)

.....  
(Name of company)

.....  
(Signature(s))



**هام جدا: يجب تعبئة هذا النموذج**

<sup>1</sup> See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"

## Bid Submission Form

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

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

ICB No.: [insert number of bidding process]

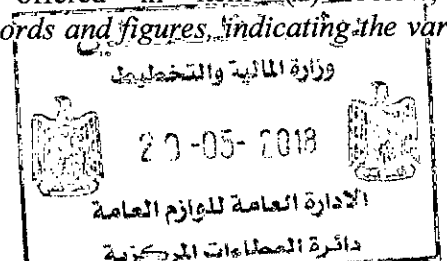
Invitation for Bid No: [insert No of IFB]

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

To: [insert complete name of GSD]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_
- Discounts.** If our bid is accepted, the following discounts shall apply: \_\_\_\_\_ [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]



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

- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

Name: \_\_\_\_\_ [insert complete name of person signing the Bid Submission Form]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]





## Bidder Information Form

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

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

NCB No.: [insert number of bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
<p>10. Bidder's Authorized Representative Information</p> <p>Name: [insert Authorized Representative's name]</p> <p>Address: [insert Authorized Representative's Address]</p> <p>Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]</p> <p>Email Address: [insert Authorized Representative's email address]</p>
<p>11. Attached are copies of original documents of: [check the box(es) of the attached original documents]</p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.</p> <p><input type="checkbox"/> In case of government owned entity from the GSD's country, documents establishing legal and financial autonomy and compliance with commercial law</p>



## Joint Venture Partner Information Form

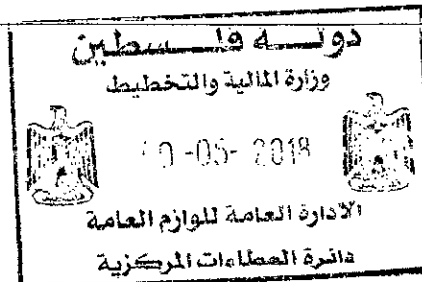
[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

NCB No.: [insert number of bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

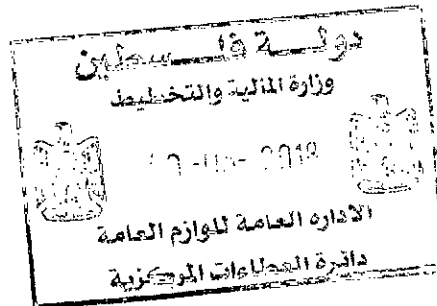
1. Bidder's Legal Name: [insert Bidder's legal name]
2. JV's Party legal name: [insert JV's Party legal name]
3. JV's Party Country of Registration: [insert JV's Party country of registration]
4. JV's Party Year of Registration: [insert JV's Part year of registration]
5. JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
<p>12. JV's Party Authorized Representative Information</p> <p>Name: [insert name of JV's Party authorized representative]</p> <p>Address: [insert address of JV's Party authorized representative]</p> <p>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]</p> <p>Email Address: [insert email address of JV's Party authorized representative]</p>
<p>13. Attached are copies of original documents of: [check the box(es) of the attached original documents]</p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from the GSD's country, documents establishing legal and financial autonomy and compliance with commercial law.</p>



## Price Schedule Form 1

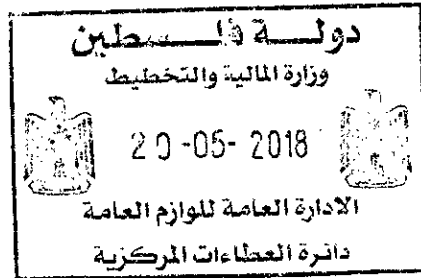
Name of Bidder \_\_\_\_\_ Tender No \_\_\_\_\_

Page \_\_\_ of \_\_\_



No	Item	Specifications	Unit	Quantity	Unit price	Total Prices	Notes
					Euro	Euro	
1	Vacuum Gauge	<p>Dial Diameter: 3 1/2" (90 mm)</p> <p>. Pressure Range: 0 ~ 10 psi/0 ~ 0.7 kg/cm &amp; 0 ~ 30 in Hg/0 ~ 76 cm Hg. (indicates both pressure and vacuum, readings indicated in psi, kg/cm in. Mercury (Hg), and cm mercury (Hg) with barb fitting)</p> <p>Housing: black-painted steel</p> <p>. Ring: black-painted steel</p> <p>. Lens: glass</p> <p>. Pointer: flat white-painted aluminum</p> <p>. Brass tube</p> <p>. 630 mm long oil resistant hose</p> <p>. 3 pieces adaptor (universal fuel line adapter, tapered adapter, tee adapter)</p>	device	1			
2	Belt Tension Gauge	<p>Ensures accurate and consistent assessment of timing belt tension.</p> <ul style="list-style-type: none"> <li>• Simple to use.</li> <li>• Suitable for all common types of timing belt.</li> <li>• Set comprises belt gauge, tension gauge, tension buttons and calibration strip.</li> <li>• Supplied in foam lined carry-case.</li> </ul>	device	1			
3	Oil Waste disposal tank	<p>Tank Capacity: 20 Gallon</p> <p>Height Adjusts: From 45" To 72-1/2"</p> <p>Funnel Size: 15" Diameter</p> <p>Evacuation Drain Hose: 8 FT - 9" Long, 1" Diameter</p> <p>Working Pressure: 10PSI</p> <p>Gauge: 0-23PSI In 0.5 PSI Increments</p>	device	1			
4	Gasoline compression Gauge	<p>adopter size M18×1.5, M14×1.25, M12×1.25, M10×1.0</p> <p>hose straight hose out of straight hose rubber soft hose</p>	device	1			
5	Diesel compression Gauge	<p>1. tester for diesel engine</p> <p>2. high quality</p> <p>3. OEM accepted</p> <p>4. Diesel Engine Compression Tester Kit</p>	device	1			

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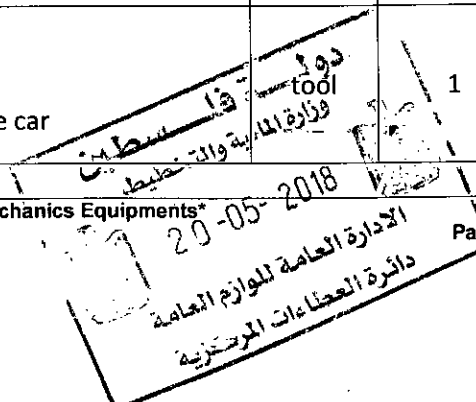
Section IV. Bidding Forms

6	Engine Oil Pressure gauge	<ul style="list-style-type: none"> <li>• 63mm Diameter Gauge fitted with heavy duty cover</li> <li>• Fitted with quick coupling adaptors and approx 1225mm of hose</li> <li>• Includes 90° coupling adaptor for limited access applications</li> <li>• Supplied in handy storage case</li> </ul>	device	3			
7	Car lift	<p>Fully adjustable lift arms with stackable adaptors Automatic arm restraints Maintenance free load bearings</p>	device	1			
8	Safety jack	<p>Ratchet Type for Support Vehicle, Larger Area Capacity 6 ton Min. Height 395 mm Max. Height 605 mm</p>	device	5			
9	Piston Ring Compressor	<ul style="list-style-type: none"> <li>• Capacity: Fits 2-1/2 in 5 in Pistons</li> <li>• Height: 3-1/2 in</li> <li>• Designed With Double Friction Brake Adjustment and Hardened Tool Ratchet</li> <li>• Constructed of High Grade Spring Steel with 1/4 in Square Drive Adjuster</li> <li>• Beaded Edge Prevents Tool from Entering Cylinder with Pistons</li> </ul>	device	2			
10	DPF cleaner	<p>Only one connector for all car makers Read Control Module ID Read/Erse Fault code Read data stream and Inspection/Maintenance Data Initialization FAP Filter additive Quantity New FACM Module Diesel Particulate Filter Replacement Diesel Particulate Filter Static Regeneration Diesel Particulate Filter Dynamic Regeneration Replace Or Fill Additive Tank Additive Refill Continuous software update online</p>	device	1			
11	DSG Automatic transmission special tool	Mounting Tool Set, clutch/ flywheel	device	1			





12	Scope Meter	Handheld Digital Scope Multi meter UT-81B LCD Oscilloscope Universal Meter Tester	device	1			
		<ul style="list-style-type: none"> <li>• Immediate total stop (the machine goes off automatically when the trigger gun is released).</li> <li>• Axial pump with aluminum alloy head.</li> <li>• Stainless steel pistons with excellent mechanical characteristics.</li> <li>• Electric induction motor, two pole continuous duty. Maintenance free.</li> </ul>					
13	Parts wash machine	<ul style="list-style-type: none"> <li>• The motor is protected from excessively high temperatures by a thermal cutout.</li> <li>• Standard support for gun, lance and lance with rotating nozzle to have them ready to be used.</li> <li>• The starting handgrip, the detergent tap and the inlet water connection are placed on the front side of the machine.</li> <li>• Standard professional hose reel where it is possible to wind easily and rapidly the hose in order to protect it from any damage</li> </ul>	device	1			
14	Fuel Pressure gauge	Tests fuel system pressure to diagnose common fuel system problems including failing fuel pump, faulty pressure regulator, blocked filter(s), or pinched fuel line(s).	device	1			
15	common rail injector test bench	<p>Injector testing: leakage, injection oil quantity and back oil quantity(pre-injection, Idling, emissions, full load)</p> <p>Main parameter</p> <ol style="list-style-type: none"> <li>1. output power:1.5KW</li> <li>2. power voltage:220V 1phase</li> <li>3. motor speed: 0-3000RPM</li> <li>4. Oil pressure:0-2000bar</li> <li>5. flow measure range: 0-600ml/1000times</li> <li>6. flow measurement accuracy: 0.1ml.</li> </ol>	device	1			
16	Air Grease Pump	1) Pressure ratio: 40:1 2) Compressed air: 0.6 - 0.8MPa 3) Output: 0 - 0.7L/min 4) Pressure: 24 - 32MPa 5)	tool	1			
17	Gear oil pump	gear oil pump 1.hand operated 2.for every corner of the car	tool	1			

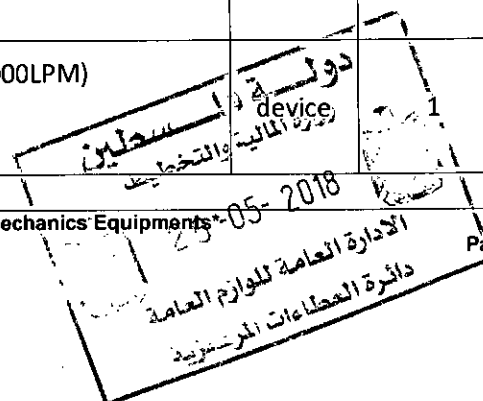






Section IV. Bidding Forms

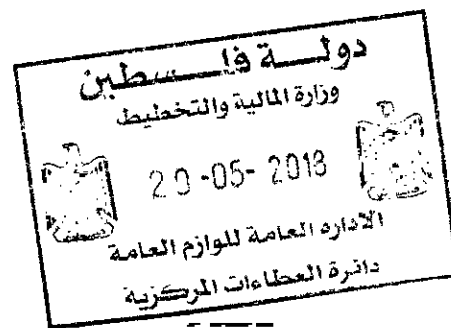
18	Automatic transmission tool	3 box 45 pieces	tool	1			
19	Wheel balance tester	Rim width +special pliers	tool	1			
20	Hydraulic press	5 extension+13 base circle +2 based	device	1			
21	Air jack	<ul style="list-style-type: none"> <li>Narrow chassis design fits easily between tandem wheels</li> <li>8in. pneumatic wheels provide maneuverability and lift off the ground when under load to prevent damage</li> <li>T-handle features lever for locking into one of three positions and has independent release knob</li> <li>Overload and bypass safety valves</li> </ul>	device	1			
22	Toe-in gauge	Easy and accurate wheel alignment for the car Easy Wheel Alignment with Laser Beam Accuracy	tool	1			
23	Universal bearing puller	<ul style="list-style-type: none"> <li>For a wide range of pulling jobs, including: bearing, alternators, generators, power steering and crankshaft pulleys, timing gears, and harmonic balancers.</li> <li>Spread: 2-3/8" to 3-3/8" &amp; 3-1/2" to 5-1/2"</li> <li>Reach: 1-5/8" &amp; 1-3/4"</li> <li>Set includes drop-forged components, which can be used in a variety of combinations.</li> </ul>	tool	2			
24	Break oil change	2 In 1 Brake Bleeder & Vacuum Pump Gauge Test Tuner Kit Tools DIY Hand Tools KIT	device	1			
25	DSG Auto Transmission with stand	With hydraulic control	device	1			
26	MINI DSG reader	<ol style="list-style-type: none"> <li>Supported Language: English Only</li> <li>It is used for AUDI and VW new cars</li> <li>Operating System Requirement: WIN XP System</li> </ol>	device	1			
27	Air compressor	Air capacity: 2m3/min(2000LPM) Working pressure:10bar Power:2*9Kw	device	1			





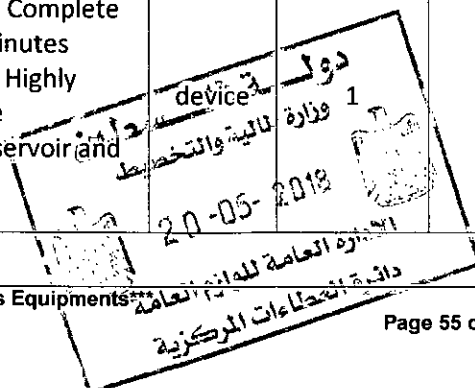
28	Generator tester	Electrical Equipment Universal Test Bench test generator, starter, distributor, ignition coil, electric wiper electric horn	device	1			
29	Digital Battery Tester	1. Battery internal resistance tester 2. High precision online testing, 3. Full automatically switch the testing range.	device	2			
30	Battery specific gravity tester	Tests battery fluid in 6, 12 and 24 volt batteries	tool	5			
31	Tube expand	3/8", 1/2", 5/8", 3/4", 7/8", 11/8", 13/8", 15/8" Copper pipe This Tube Expanding Tools is used for expanding COPPER pipe: *3/8", 1/2", 5/8", 3/4", 7/8", 11/8", 13/8", 15/8" Copper pipe The expander head is with special treatment of being durable & perfect appearance. © expander heads can be changeable © specifications: 3/8"-15/8" © With chamfer for fix outer and inner side of copper pipe	tool	1			
32	Spark plug tester	1. Operating voltage: 115V or 220V AC Single-phase 50/60Hz 2. Recommended air pressure: 100 to 140 psi (7 to 10kg/cm <sup>2</sup> ) 3. Cleaner section abrasive capacity (60# grain): 2 lbs (900g) 4. High-voltage output when spark testing : 24kV (24,000 V)	device	1			
33	ECU TESTER with laptop	offers a deep OBD2 generic and manufacturer specific coverage of European Cars like MB, BMW, Audi, VW, Porsche, Volvo, SAAB, Jaguar, Land Rover etc, and very good coverage of Japanese and North American Cars. For diagnostics in older pre-OBD2 cars,	device	1			

34	Air-con gas charger	<ul style="list-style-type: none"> <li>• Power supply: 220 V AC 50 Hz 110 V AC 60 Hz</li> <li>• Evacuating air speed of vacuum pump: 4.5 CFM</li> <li>• Compressor power: 3/8 HP</li> <li>• Accuracy of electronic scale: 5 g</li> <li>• Maximum weight of the electronic scale: 50 Kg</li> <li>• Drying filter: 500 cc, 3/8 connecting port</li> <li>• Capacity of refrigerant tank: 23.5 L 13.6 L</li> </ul>	device	1			
		<ul style="list-style-type: none"> <li>• Maximum working pressure: 17.5 bar</li> <li>• Maximum recovery speed: 0.5 Kg/Min</li> <li>• Maximum recharging speed: 2 Kg/Min</li> <li>• Size: 560 x 653 x 1250 mm3</li> <li>• Noise: 70 db</li> </ul>					
35	Socket Wrench special set (star) - (large size)	24 piece	tool	4			
36	Socket Wrench special set (star) - (medium size)	39 piece	tool	4			
37	High-low voltage tester	Digital multi meter	device	5			
38	Pipe Adjustable Wrench (14inch)	Sturdy, cast-iron housing and I-beam handle with full floating forged hook jaw, nonstick adjustment nut and replaceable hook and heel jaws.	tool	3			

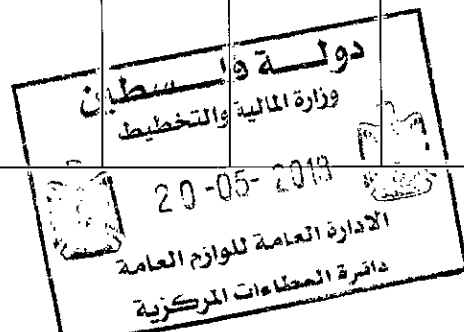




39	Immobilizer control system checking	VAG - VW, Audi, Seat, Skoda : V24.0; 2.Mercedes/Smart/Maybach : V7.0; 3.BMW : V10.4; 4.Porsche : V4.1; 5.OPEL/VAUXHALL : V6.6; 6.Peugeot/Citroen : V6.7; 7.Fiat/Alfa/Lancia : V5.7 ; 8.Renault : V6.3; 9.Toyota/Lexus : V9.0; 10.Hyundai/KIA : V2.1 ; 11.Nissan/Infiniti : V4.3; 12.TAG Key Tool : V6.1; 13.Ford : V4.9; 14.Volvo : V4.3; 15.Chrysler, Dodge and Jeep : V3.3; 16.Mitsubishi : V2.1; 17.DAF : V1.0; 18.Bikes, Snowmobiles and Water scooters : V1.2;	device	1			
40	Press tools	Universal Bearing Bushing Extractor Use W/Hydraulic Press	tool	1			
41	Bearing tools	<ul style="list-style-type: none"> <li>• Suitable for VW, Audi, Seat, Ford, Opel, BMW etc.</li> <li>• For wheel bearing diameter 60mm - 85mm</li> <li>• This tool set is for the precise, quick and professional removal and replacement of wheel bearings</li> <li>• The design can prevent damage to the new wheel bearing because the press prices enable sage and accurate centering and alignment when changing wheel bearings</li> </ul>	tool	2			
42	Air hose roll 30 m	good quality	tool	50			
43	power steering oil change	<ul style="list-style-type: none"> <li>• Complete a Simple, Safe and Complete Flush and Exchange in just 5 minutes</li> <li>• Efficient Process Results in a Highly Profitable, Easy Add-on Service</li> <li>• Unit Services Both Pump Reservoir and Remote Reservoir Systems</li> </ul>	device	1			



44	Digital battery load tester	Testing function include : battery status, the condition of alternator and regulator and the accidental short-circuitry in wiring. Full function digital battery tester designed for the most demanding applications. An enhanced featured digital battery tester with an easy to read digital display. An economically priced digital battery that quickly determines battery good and bad status.	device	2			
45	fuel pump tester	<ul style="list-style-type: none"> <li>• Delivery rate (volume flow) for system pressures from 0.2–6.5 bar</li> <li>• Static pressure (for E1F pump series)</li> <li>• Holding pressure (leak test) (not for E1F pump series)</li> <li>• Power consumption</li> </ul>	tool	1			
46	Tire Repair Tool	hole tool 2 piece	tool	5			
47	Weights	for Wheel balance	tool	20			
48	Tire Repair Fixer	<ul style="list-style-type: none"> <li>• 24 oz. bottle of Slime tire sealant</li> <li>• Slime repair kit sealant works on punctures up to 1/4"</li> <li>• Heavy-duty powerful 12V tire inflator</li> <li>• Inflates a mid-size car tire in 3 minutes</li> <li>• Includes a 25-foot coiled air hose and an adapter for inflatables</li> <li>• LED light for night use</li> <li>• 10-piece tire tackle kit contains valve cores, key valve core removal tool and valve caps</li> <li>• 30 black plugs</li> <li>• T-handle reamer and plugger</li> <li>• Tire gauge</li> <li>• Alligator clips</li> <li>• Slime decal set</li> <li>• Rugged storage case</li> </ul>	device	1			





## Section IV. Bidding Forms

49	Hand Grinder	Power Input : 720 W Grinding/Cutting Disc Diameter : 100 mm Wire Cup Brush Diameter : 70 mm No-load Speed : 11,000 rpm	device	1		
50	Electric Drilling	1) Hammer function 2) Variable speed 3) 13mm key chuck 4) Soft grip handle	device	2		
51	Tire Inflator Gauge	<ul style="list-style-type: none"> <li>• Extra long reach 14" dual head chuck with internal lock on threads inflates in both straight and offset positions.</li> <li>• Easy to read, dual calibrated scales (0 - 160 PSI and 0 - 1100 kPa).</li> <li>• Protective rubber boot surrounds dial gage.</li> <li>• Corrosion resistant brass pressure relief valve.</li> <li>• Ideal for use with heavy duty trucks, buses, RV's and motor homes.</li> <li>• 13" long hose with 360° swivel.</li> <li>• 1/4" NPT Female inlet.</li> </ul>	tool	1		
52	Combinational wrench (10,12,13,14,17, 19mm)	Anti-slip Ratcheting Combination Wrench	tool	3		
53	Drill Pens	Impact drill bit Suitable for stone metal, wood, etc The main features 1 general 2 new high-performance multi-purpose drill used with plain or rechargeable electric drill Users benefit from 1 drilling speed work easier 2 long service life	tool	50		
54	Oil Gun	Aluminum Alloy High Pressure Feed Oil Gun - (250mL)	tool	2		
55	Steel Hammer	Carbon Steel 2lbs Cross Peen Engineer/Blacksmith Hand Hammer, 15-1/2" Overall Length				

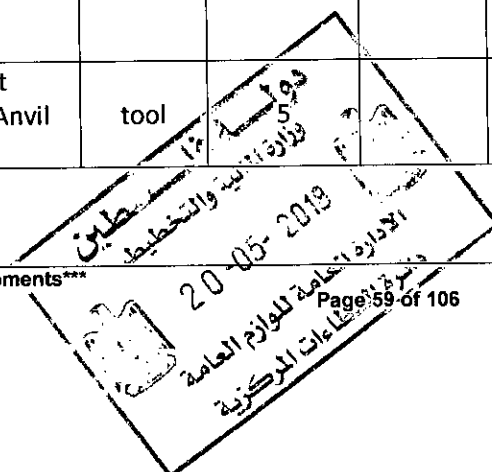


## Section IV. Bidding Forms

56	Working Light	Power: 5 (W) Flux: 15000 (LM) Input voltage: 12 (V) Size: 215 * 45 * 40 (mm) Shell material: ABS. Protection grade: IP34 Type: LED light LED star count: 37	tool	5			
57	Break Ped Tools (Special)	<ul style="list-style-type: none"> <li>• Adaptor plates with thrust bolt assembly and reaction plate are precisely made.</li> <li>• Prevents damaging pistons and seals.</li> <li>• Updated adaptor set applicable for side variety of vehicles.</li> <li>• Durable and save time.</li> </ul>	tool	2			
58	Head Light Lamp	5000LM JR-3000 3X CREE XML T6 4 Mode LED Headlamp Headlight + AC Charger + Plug Adaptor for bicycle bike light outdoor Lighting	tool	5			
59	Air pipe Coupling		tool	20			
60	Piston Ring			10			
61	Light Tester	SEALEY CIRCUIT TESTER 6v > 24v DC CIRCUITS - WITH TEST LIGHT inc ALLIGATOR CLIP	tool	10			
62	Battery Cable			50			
63	Rubber Mallet	Semi hard white face that will not mark or discolor surfaces Strong & Light fiberglass handle Comfortable grip handle	tool	1			
64	Alternator		device	5			
65	Starting Motor		device	5			
66	Engine Cleaning Spray Gun	750cc Steel cup *1/4" quick connector or thread connector included.	number	50			

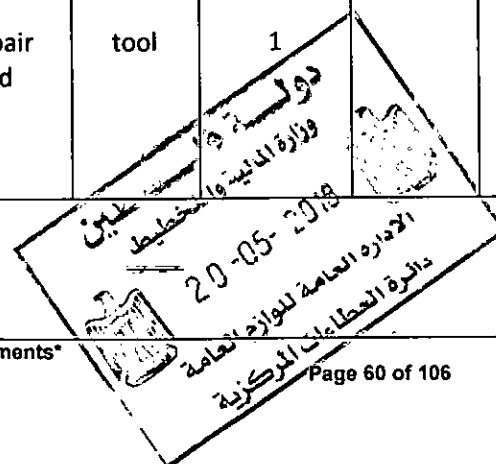
## Section IV. Bidding Forms

67	Flexible wire magnet with light	Bright light on the tip to find missing screws or metal objects. Size can be adjusted from 7" to 32". Powerful magnet that is able to lift up to 8lbs -	tool	5			
68	Battery drill with charger	2 Speed Gearbox Forward/reverse rotation Variable speed trigger Electric brake	device	2			
69	Micrometer (0-25mm)	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool	5			
70	Micrometer (25-50mm)	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool	5			
71	Micrometer (50-75mm)	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool	5			
72	Micrometer (75-100mm)	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool	5			
73	Micrometer(125-150mm)	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool	5			
74	Internal Cylinder Gauge	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool	5			
75	Dial Indicator	<ul style="list-style-type: none"> <li>• 0-1" Dial indicator</li> <li>• Magnetic base with fine adjustment</li> <li>• Permanent magnet has an 80 kg (176 lb) holding force</li> <li>• On/off switch makes it easy to position</li> <li>• V-groove base allows you to mount it on cylindrical surfaces</li> </ul>	tool	5			
76	Internal Cylinder Gauge	0.001mm Graduations with a Ratchet Thimble, Lock Nut and Carbide, Flat Anvil and Spindle.	tool				



## Section IV. Bidding Forms

77	Vernier Caliper	Big size • Clear Dual Scale (inch and metric) • Reads to 0.001" and 0.02mm • Hardened measurement surfaces • Lockable Jaws	tool	5			
78	Vernier Caliper	Medium size • Clear Dual Scale (inch and metric) • Reads to 0.001" and 0.02mm • Hardened measurement surfaces • Lockable Jaws	tool	5			
79	Vernier Caliper	Small size • Clear Dual Scale (inch and metric) • Reads to 0.001" and 0.02mm • Hardened measurement surfaces • Lockable Jaws	tool	5			
80	Digimatic Caliper	• Measures up to 150mm • 0.01mm resolution	tool	5			
81	Height Gauge	Resolution: 0.01mm 2) Repeatability: 0.01 mm 3) Technical Standard: JB560991 4) Max response speed: L m/s	tool	5			
82	Hixa-Star Auto tools	Good quality 40 piece	tool	1			
83	Thickness Gauge	• Gauge consists of 9 gauges, 100mm x 12mm in the following thicknesses. • 0.03, 0.04, 0.05, 0.06, 0.07, 0.08, 0.10, 0.15, 0.20mm	tool	5			
84	Hixa Wrench Autotools	108pcs socket set (1/4"&1/2") car repair tools ratchet wrench spanner set hand tools combination tool kits auto tools	tool	1			



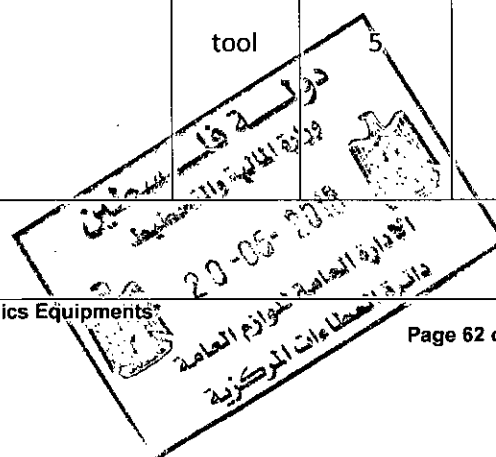
## Section IV. Bidding Forms

85	Tool carriage	locking system 4 wheels, one with brake drawers with ball-bearing slides the synthetic covering protect drawers and tools from damage possibility to add accessories ecological lacquered with cadmium and lead free colour material: sheet metal 6 drawers (four dimensions 490x275x70mm, two dimensions 490x310x150mm) maximum capacity of each drawer: 30kg The only carriage in the production program of Unior that is exclusively intended for use by the private consumer.	tool	2			
86	Deep socket ½" (8,9,10,11,12,13, 14,16,17,19,21,2 2,23,24,27,30,32 mm)	Good quality	tool	2			
87	Deep socket 3/8" (8,9,10,11,12,13, 14,16,17,19,21,2 2,23,24,27,30,32 mm)	Good quality	tool	2			
88	Spark Plug Wrench ½" (21,16mm)	Good quality	tool	5			
89	Spark Plug Wrench 3/8" (20,8,21mm)	Good quality	tool	5			
90	Spark Plug Wrench 3/8" (16mm)	Good quality	tool	5			
91	Valve Pliers	Auto Vehicle Tools Hose Clamp Tools Flat Band Hose Clip Pliers for Auto Car Repair	tool	2			
92	Ratchet Type Piston Ring Compressor	Good quality	tool	2			
93	Reveter Hand Gun	Good quality	tool				

دولة الكويت  
وزارة المالية والتخطيط  
20-05-2013  
الإدارة العامة للمواد العامة  
إدارة المشتريات الحكومية

## Section IV. Bidding Forms

94	Hex saw box (T10,T20,T25,T27,T30,T40,T45,T50,T55,T70)	Good quality	tool	2			
95	Flexible Wrench Box(3/8" * 1/2" , 1/2"*3/8" , 3/4" * 1/2")	Good quality	tool	2			
96	Flexible Wrench Box(1/2" * 1/2" , 3/8" *3/8")	Good quality	tool	2			
97	Water pump Pliers	Good quality	tool	3			
98	Press Pliers	Good quality	tool	3			
99	Long Pliers	Normal Pliers	tool	3			
100	Change size pliers	Gripping Surfaces with Special Hardened Teeth, Teeth Hardness Approximately 61 HRC Provides Low Wear and a Secure Grip	tool	3			
101	Side Cutter	Blake Pliers	tool	3			
102	Screw extractor set	Spiral Flute & Multi-Spline Screw Extractor & Drill Set	tool	5			
103	Double opening Wrench set(Spinner) (10*12,12*14,14 *17,17*19,19*2 1)mm	Good quality	tool	5			
104	Combined Wrench set (10,12,13,14,17, 21)mm	Good quality	tool	5			
105	Double Opened Wrench set (Spinner) (5/16 *3/8 , 3/8*7/16, 1/2*9/16 , 19/32*5/8,11/1 6*3/4 , 13/16*7/8) inch	Good quality	tool	5			



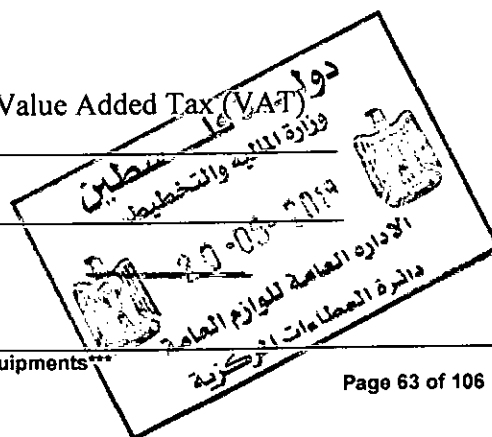
106	Double box end wrench set (8*9, 10*12, 12*14, 14*17, 17*19, 19*21) mm	Good quality	tool	5			
107	Double box end wrench set (3/8*7/16, 7/16*1/2, 1/2*9/16, 5/8*3/4, 13/16*7/8, 15/16*1) inch	Good quality	tool	5			
108	Two-side screw driver	Good quality	tool	5			
109	Hex Key ( set )	Good quality	tool	5			
110	Two side driver (small) ( set )	Good quality	tool	5			
111	Small minus plus (-,+ ) driver ( set )	Good quality	tool	5			
112	long minus driver ( set )	Good quality	tool	5			
113	Chiesl and Punch set	16 piece	tool	5			
TOTAL							

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

Prices shall exclude Value Added Tax (VAT) **دولار**

Signature of Bidder \_\_\_\_\_

Date: \_\_\_\_\_



## Bid Security Form

To: Ministry of Finance  
Palestinian Authority

Date: \_\_\_\_\_

Contract Name: Supply and Delivery of Automotive Mechanics Equipments

Contract No.: \_\_\_\_\_

Gentlemen and/or Ladies:

We, the undersigned ..... (Guarantor), in order to enable ..... to bid for (supply of Automotive Mechanics Equipments\*\*\*) hereby irrevocably and independently guarantee to pay to you an amount up to a total of

.....

(In words: .....)

Waiving all objections and defenses

We shall effect payments under this guarantee to the special account of the Ministry of Education and Higher Education , no. (143747 ) at Quds Bank IBAN PS44ALDN040201437470430010002 on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm ..... is no longer prepared to abide by this bid.

This guarantee shall expire not later than .....

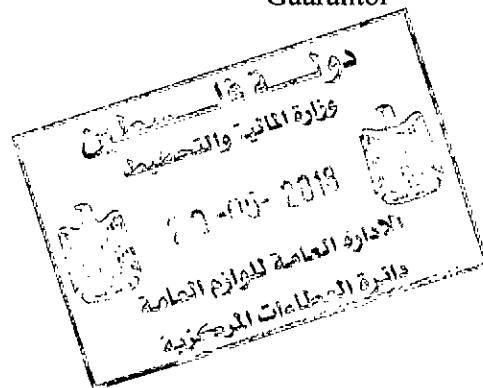
By this date we must have received any claims by letter or encoded telecommunication.

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

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

.....  
Place, date

.....  
Guarantor





## Manufacturer's Authorization

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

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

NCB No.: [insert number of bidding process]

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

To: [insert complete name of GSD]

### WHEREAS

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

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

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

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

Title: [insert title]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]



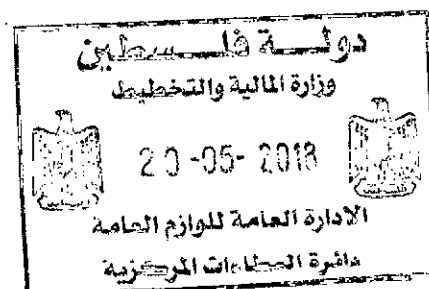
## PART 2 – Supply Requirements



## Section VI. Schedule of Requirements

### Contents

Delivery Schedule .....	56
Technical Specifications .....	59
Drawings.....	71
Inspections and Tests .....	73

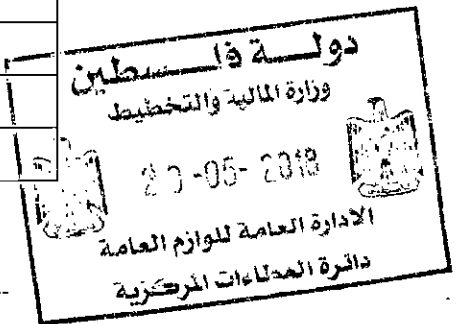


## 1. Delivery Schedule

1. Goods shall be delivered to the destinations and in the quantities furnished in the following table:

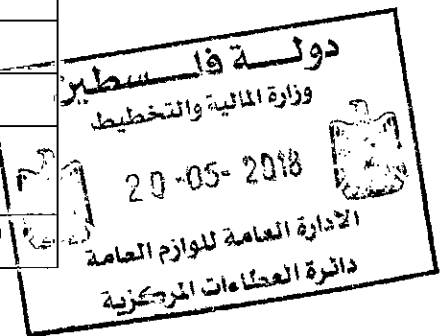
List of proposed work

No.	Item	SelatAddaher ISS	Total
1	Vacuum gauge	1	1
2	Belt tension gauge	1	1
3	Oil waste disposal tank	1	1
4	Gasoline compression gauge	1	1
5	Diesel compression gauge	1	1
6	Engine oil pressure gauge	3	3
7	Car lift	1	1
8	Safety jack	5	5
9	Piston ring compressor	2	2
10	DPF cleaner	1	1
11	DSG automatic transmission special tool	1	1
12	Scope meter	1	1
13	Parts wash machine	1	1
14	Fuel pressure gauge	1	1
15	Common rail injector test bench	1	1
16	Air grease pump	1	1
17	Gear oil pump	1	1
18	Automatic transmission tool	1	1
19	Wheel balance tester	1	1
20	Hydraulic press	1	1
21	Air jack	1	1
22	Toe in gauge	1	1
23	Universal bearing puller	2	2
24	Break oil change	1	1
25	DSG auto transmission with stand	1	1



Section VI. Schedule of Requirements

No.	Item	SelatAddaher ISS –	Total
26	MINI DSG reader	1	1
27	Air compressor	1	1
28	Generator tester	1	1
29	Digital battery tester	2	2
30	Battery specific gravity tester	5	5
31	Tube expand	1	1
32	Spark plug tester	1	1
33	ECU tester with laptop	1	1
34	Air-con gas charger	1	1
35	Socket wrench special set (star) (large size)	4	4
36	Socket wrench special set (star) (medium size)	4	4
37	High-low voltage tester	5	5
38	Pipe adjustable wrench (14 inch)	3	3
39	Immobilizer control system checking	1	1
40	Press tools	1	1
41	Bearing tools	2	2
42	Air hose roll 30m	50	50
43	power steering oil change	1	1
44	Digital battery load tester	2	2
45	Fuel pump tester	1	1
46	Tire repair tool	5	5
47	weights	20	20
48	Tire repair fixer	1	1
49	Hand grinder	1	1
50	Electric drilling	2	2
51	Tire inflator gauge	1	1
52	Combinational wrench (10,12,13,14,17,19mm)	3	3
53	Drill pens	50	50



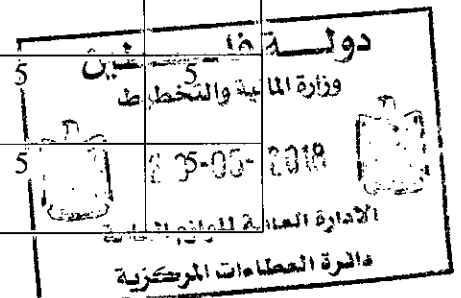
## Section VI. Schedule of Requirements

No.	Item	SelatAddaher ISS	Total
54	Oil gun	2	2
55	Steel hummer	10	10
56	Working light	5	5
57	Break ped tools (special)	2	2
58	Head light lamp	5	5
59	Air pipe coupling	20	20
60	Piston ring	10	10
61	Light tester	10	10
62	Battery cable	50	50
63	Rubber mallet	1	1
64	Alternator	5	5
65	Starting motor	5	5
66	Engine cleaning spray gun	50	50
67	Flexible wire magnet with light	5	5
68	Battery drill with charger	2	2
69	Micrometer (0-25mm)	5	5
70	Micrometer (25-50 mm)	5	5
71	Micrometer (50-75 mm)	5	5
72	Micrometer (75-100 mm)	5	5
73	Micrometer (125-150 mm)	5	5
74	Internal Cylibder Gauge	5	5
75	Dial indicator	5	5
76	Internal cylinder gauge	5	5
77	Vernier caliper (big size)	5	5
78	Vernier caliper (medium size)	5	5
79	Vernier caliper (small size)	5	5
80	Digimatic caliper	5	5
81	Height gauge	5	5
82	Hixa-star auto tools	1	1
83	Thickness gauge	5	5
84	Hixa wrench autotools	1	1

دولة الكويت  
 وزارة المواصلات  
 2010-05-27  
 الإدارة العامة للتوريدات  
 دائرة المشتريات العامة

Section VI. Schedule of Requirements

No.---	Item	SelatAddaher ISS	Total
85	Tool carriage	2	2
86	Deep socket ½”(8,9,10,11,12,13,14,16,17,19,21,22,23,24,27,30,32) mm	2	2
87	Deep socket 3/8”(8,9,10,11,12,13,14,16,17,19,21,22,23,24,27,30,32) mm	2	2
88	Spark plug wrench ½”(21,16 mm)	5	5
89	Spark plug wrench 3/8”(20.8,21 mm)	5	5
90	Spark plug wrench 3/8”(16 mm)	5	5
91	Valve pliers	2	2
92	Ratchet type piston ring compressor	2	2
93	Reveter hand gun	2	2
94	Hex saw box (T10,T20,T25,T27, T30,T40,T45,T50,T55, T70)	2	2
95	Flexible wrench box (3/8”*1/2”,1/2”*3/8”, ¼”*1/2”)	2	2
96	Flexible wrench box (1/2”*1/2”, 3/8”*3/8”)	2	2
97	Water pump pliers	3	3
98	Press pliers	3	3
99	Long pliers	3	3
100	Change size pliers	3	3
101	Side cutter	3	3
102	Screw extractor set	5	5
103	Double opening wrench set (spinner) (10*12,12*14, 14*17, 17*19, 19*21)mm	5	5
104	Combined wrench set (10,12,13,14,17,21)	5	5
105	Double opened wrench set (spinner) (5/16*3/8, 3/8*7/16, ½*9/16,19/32*5/8, 11/16*3/4, 13/16*7/8) inch	5	5
106	Double box end wrench set (8*9,10*12,12*14,14*17,17*19,19*21)mm	5	5
107	Double box end wrench set (3/8*7/16, 7/16*1/2, ½*9/16, 5/8*3/4, 13/16*7/8, 15/16*1) inch	5	5



Section VI. Schedule of Requirements

No.	Item	SelatAddaher ISS	Total
108	Two side screw driver	5	5
109	Hex key (set)	5	5
110	Two side driver (small) (set)	5	5
111	Small minus plus (-,=) driver (set)	5	5
112	Long minus driver (set)	5	5
113	Chisel and punch set	3	3

2. The delivery should be completed as per above schedule but not exceeding (90) days from the date of the purchase order.

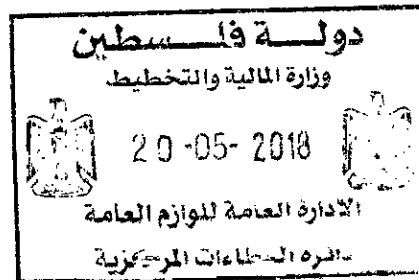
3. Delivery of goods for all items in the **School** as shown in the distribution tables.

4. Assignment of the tender by item.

5. The original catalogs must be attached.

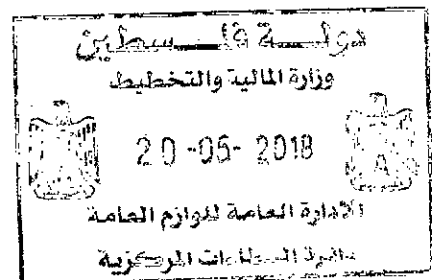
6. Brands must be certified by the manufacturer.

7. Warranty: one year





## 2. Technical Specifications



### 3. Drawings

These Bidding Documents includes [insert "the following" or "no"] drawings.

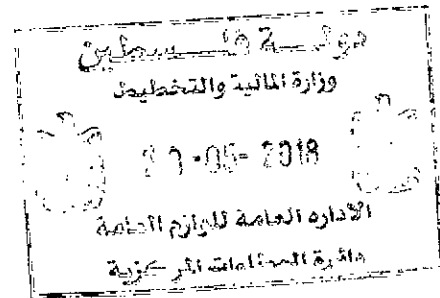
List of Drawings		
Drawing Nr.	Drawing Name	Purpose



## 4. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

As stated in the Bid Data Sheet (BDS) and the Technical Specifications



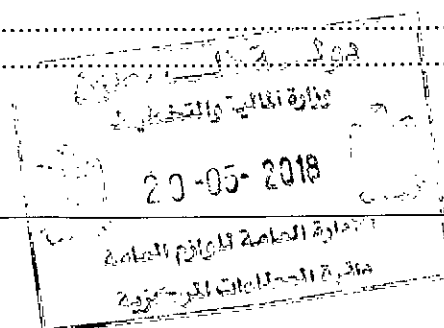
## PART 3 - Contract



## Section VII. General Conditions of Contract

### Table of Clauses

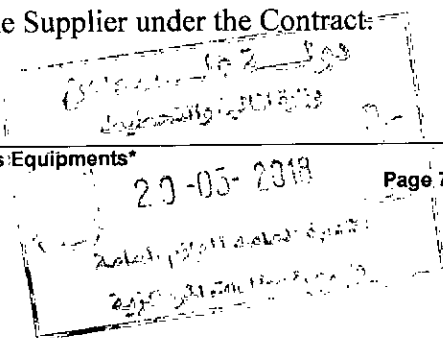
1. Definitions .....	78
2. Contract Documents .....	79
3. Fraud and Corruption .....	79
4. Interpretation .....	80
5. Language .....	81
6. Joint Venture, Consortium or Association .....	81
7. Eligibility .....	81
8. Notices .....	81
9. Governing Law .....	82
10. Settlement of Disputes .....	82
11. Scope of Supply .....	82
12. Delivery and Documents .....	82
13. Supplier's Responsibilities .....	83
14. Contract Price .....	83
15. Terms of Payment .....	83
16. Taxes and Duties .....	83
17. Performance Security .....	84
18. Copyright .....	84
19. Confidential Information .....	84
20. Subcontracting .....	85
21. Specifications and Standards .....	85
22. Packing and Documents .....	86
23. Insurance .....	86
24. Transportation .....	87
25. Inspections, Tests and Samples .....	87
26. Liquidated Damages .....	88
27. Warranty .....	88
28. Patent Indemnity .....	89
29. Limitation of Liability .....	90
30. Change in Laws and Regulations .....	90
31. Force Majeure .....	91
32. Change Orders and Contract Amendments .....	91
33. Extensions of Time .....	92
34. Termination .....	92
35. Assignment .....	93
36. Export Restriction .....	94



## Section VII. General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the PD (on behalf of the MEHE ) 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 and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - (d) "Day" means calendar day.
  - (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) "GCC" means the General Conditions of Contract.
  - (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the MEHE under the Contract.
  - (h) "GSD's Country" is the country specified in the Special Conditions of Contract (SCC).
  - (i) "GSD" means the entity purchasing the Goods and Related Services for the benefit of the MEHE , as specified in the SCC.
  - (j) " MEHE " means the entity benefiting from the purchasing process and managing this Contract.
  - (k) "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.



## Section VII. General Conditions of Contract

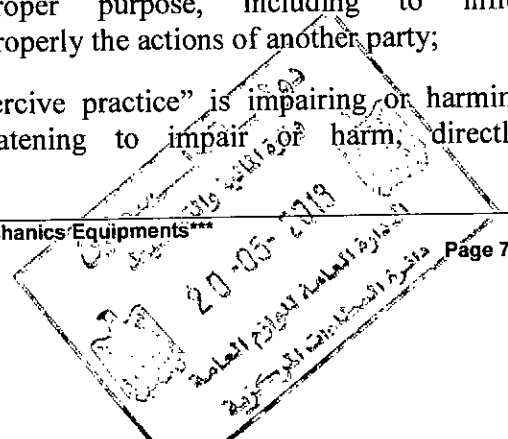
- (l) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the GSD and is named as such in the Contract Agreement.
- (o) "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. Fraud and Corruption

- 3.1 If the GSD determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the GSD may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 34 shall apply as if such expulsion had been made under Sub-Clause 34.1.
- (a) For the purposes of this Sub-Clause:
    - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or



indirectly, any party or the property of the party to influence improperly the actions of a party;

- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede 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

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

**4. Interpretation**

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

4.2 Entire Agreement

The Contract constitutes the entire agreement between the GSD and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

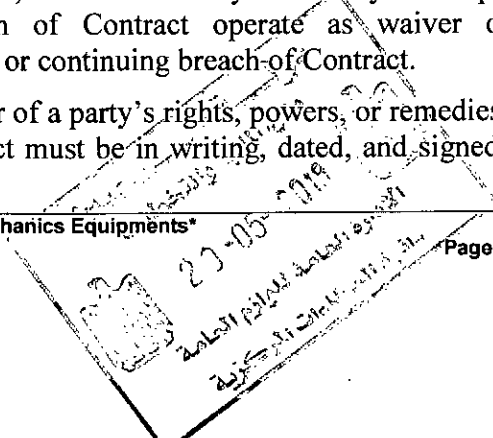
4.3 Amendment

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.

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.4(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





## Section VII. General Conditions of Contract

authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 4.5 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 GSD, 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, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the GSD 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 GSD.

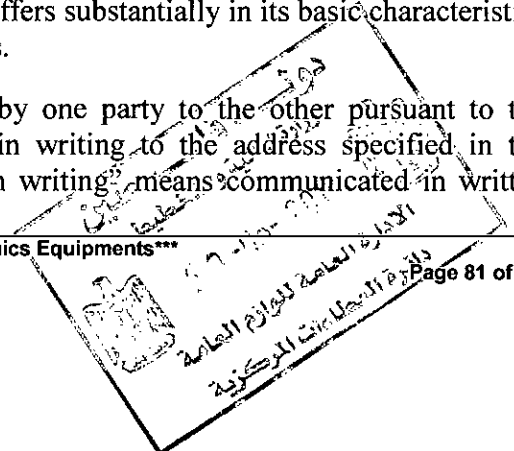
## 7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, 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.

## 8. Notices

8.1 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.

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

**9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the MEHE's Country, unless otherwise specified in the SCC.

**10. Settlement of Disputes** 10.1 The GSD 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.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the GSD or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

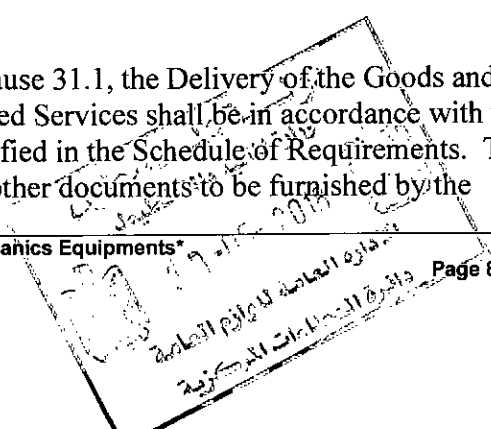
(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The MEHE shall pay the Supplier any monies due the Supplier.

**11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Price Schedule.

**12. Delivery and Documents**

Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery 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.

**13. Supplier's Responsibilities**

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery Schedule, as per GCC Clause 12.

**14. Contract Price**

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed 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.

**15. Terms of Payment**

~~15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.~~

15.2 The Supplier's request for payment shall be made to the GSD in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the MEHE, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the MEHE has accepted it.

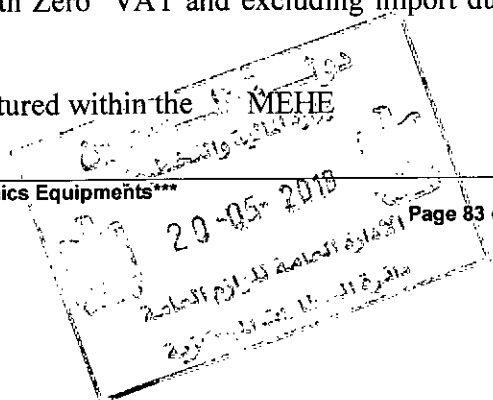
15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

15.5 In the event that the MEHE fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the MEHE 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, whether before or after judgment or arbitration award.

**16. Taxes and Duties**

16.1 For goods manufactured outside the MEHE's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside and inside the MEHE's Country incurred until delivery of the contracted Goods to final destination with Zero VAT and excluding import duties for imported goods.

16.2 For goods Manufactured within the MEHE



's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination excluding the VAT.

**17. Performance Security**

17.1 The Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

17.2 The Performance Security shall be issued by a reputable institution selected by the bidder and approved by the GSD and located in any eligible country. If the institution issuing the security is located outside the MEHE's Country, it shall have a correspondent financial institution located in the MEHE's Country to make it enforceable. The Bid Security shall comply with the rules of the Palestinian Monetary Authority.

17.3 The proceeds of the Performance Security shall be payable to the GSD as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.4 As specified in the SCC, the Performance Security shall be denominated in the currency of the Contract, and shall be in the format stipulated by the GSD in Section IX – Contract Forms.

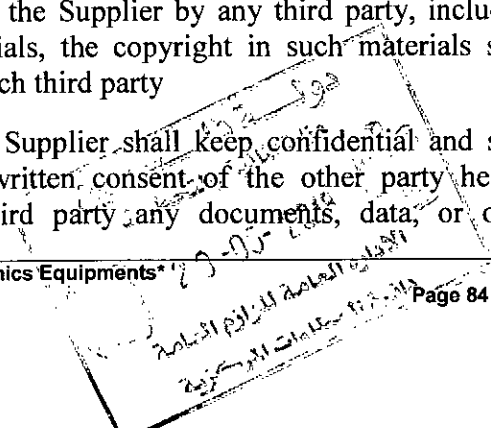
17.5 The Performance Security shall be discharged by the GSD and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**18. Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the GSD by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the MEHE 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

**19. Confidential Information**

19.1 The GSD 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 GSD 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 19.

~~19.2~~ The ~~GSD~~ 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 GSD for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 20.2 above, however, shall not apply to information that:

- (a) Now or hereafter enters the public domain through no fault of that party;
- (b) 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
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 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.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## 20. Subcontracting

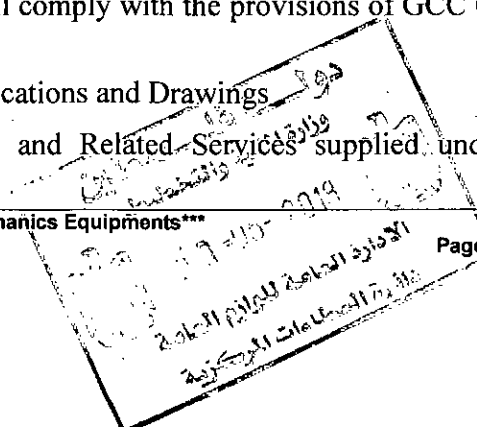
20.1 The Supplier shall notify the GSD in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## 21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services 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.

- (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 GSD, by giving a notice of such disclaimer to the GSD.
- (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 GSD and shall be treated in accordance with GCC Clause 32.

**22. Packing and Documents**

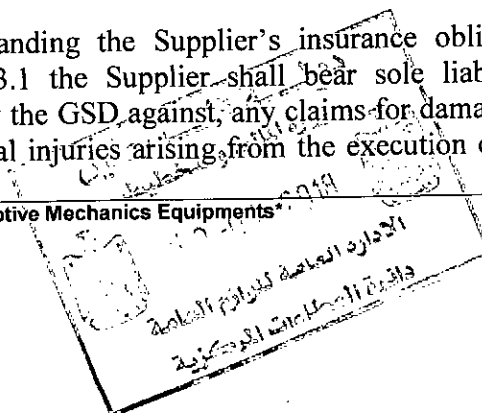
22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme 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.

22.2 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 GSD.

**23. Insurance**

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the manner specified in the SCC.

23.2 Notwithstanding the Supplier's insurance obligations under Article 23.1 the Supplier shall bear sole liability for, and indemnify the GSD against, any claims for damage to property or personal injuries arising from the execution of the contract



by the Supplier, his subcontractors and their employees.

- 24. Transportation** The responsibility for arranging transportation of the Goods shall be of the Supplier.
- 25. Inspections, Tests and Samples**
- 25.1 During tender action significant descriptions supported by pictures (leaflets) shall be attached to the BQ documents explaining technical specifications of items offered.
- 25.2 In order to verify quality of product for final award decision it might be required to provide original samples at a later stage.
- 25.3 If requested samples of items shall be delivered to the GSD in Ramallah.
- 25.4 Under no circumstances claims for transport from and back to the Supplier will be accepted by the Employer.
- 25.5 The Supplier shall at its own expense and at no cost to the GSD carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 25.6 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 MEHE's Country as specified in the SCC. Subject to GCC Sub-Clause 25.7, 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 GSD.
- 25.7 The GSD or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.6, provided that the GSD 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.
- 25.8 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 GSD. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the GSD or its designated representative to attend the test and/or inspection.
- 25.9 The GSD 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 allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.10 The Supplier shall provide the GSD with a report of the results of any such test and/or inspection.

25.11 The GSD 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 GSD, and shall repeat the test and/or inspection, at no cost to the GSD, upon giving a notice pursuant to GCC Sub-Clause 25.8

25.12 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 GSD or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.10, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

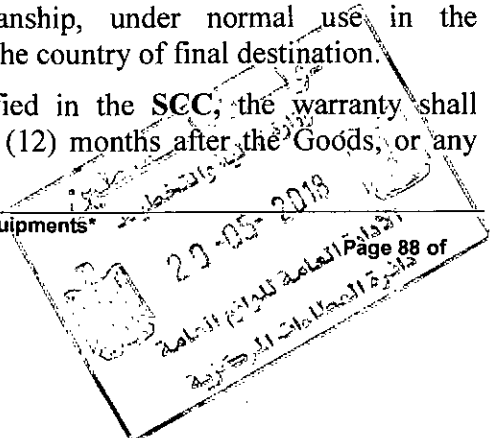
26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the GSD may without prejudice to all its other remedies under the Contract, deduct from the Contract 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 GSD may terminate the Contract pursuant to GCC Clause 34.

**27. Warranty**

27.1 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.

27.2 Subject to GCC Sub-Clause 21.1(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 country of final destination.

27.3 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.

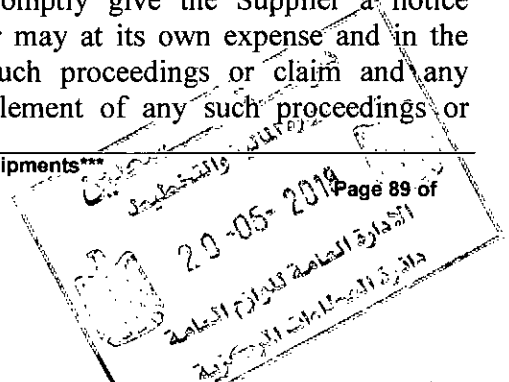
- 27.4 The GSD shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The GSD shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, 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 GSD.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the MEHE 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 GSD may have against the Supplier under the Contract.

**28. Patent  
Indemnity**

- 28.1 The Supplier shall, subject to the GSD's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the GSD 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 GSD 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.

- 28.2 If any proceedings are brought or any claim is made against the GSD arising out of the matters referred to in GCC Sub-Clause 28.1, the GSD shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the GSD's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or



claim.

28.3 If the Supplier fails to notify the GSD within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the GSD shall be free to conduct the same on its own behalf.

28.4 The GSD 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.

28.5 The GSD 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 GSD.

**29. Limitation of Liability**

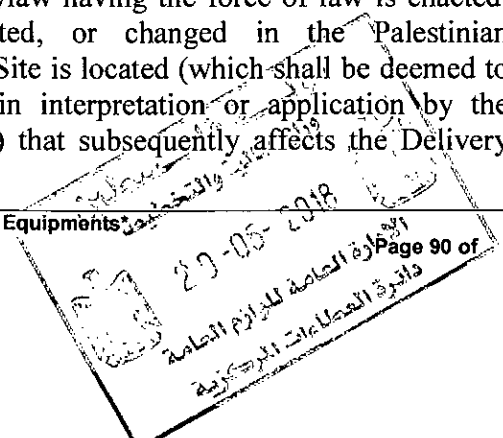
29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the GSD, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the GSD and

(b) the aggregate liability of the Supplier to the GSD, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the GSD with respect to patent infringement

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after 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 Palestinian Territories where the Site is located (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 14.

**31. Force Majeure**

31.1 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.

31.2 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 GSD in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

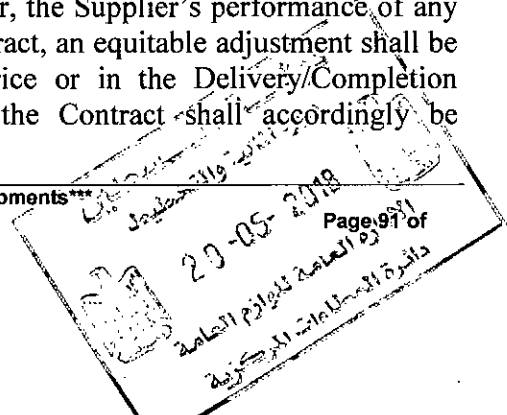
31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the GSD in writing of such condition and the cause thereof. Unless otherwise directed by the GSD in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall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

**32. Change Orders and Contract Amendments**

32.1 The GSD may at any time order the Supplier through notice in accordance GCC Clause 8, 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 GSD;
- (b) The method of shipment or packing;
- (c) The place of delivery; and
- (d) The Related Services to be provided by the Supplier.

32.2 If any such change 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 or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be



amended. 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 GSD's change order.

32.3 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.

32.4 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.

### 33. Extensions of Time

33.1 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 12, the Supplier shall promptly notify the GSD in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the GSD 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.

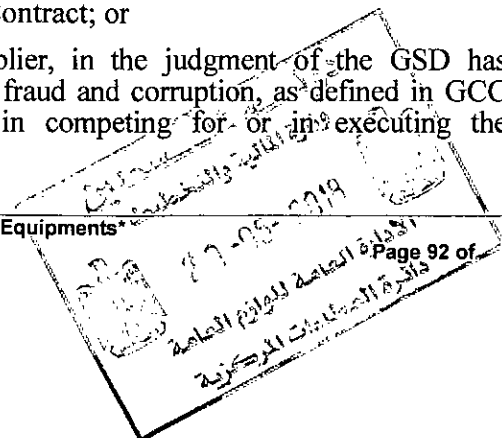
33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

### 34. Termination

34.1 Termination for Default

(a) The GSD, 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 GSD pursuant to GCC Clause 33;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the GSD 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 GSD terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the GSD 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 GSD for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

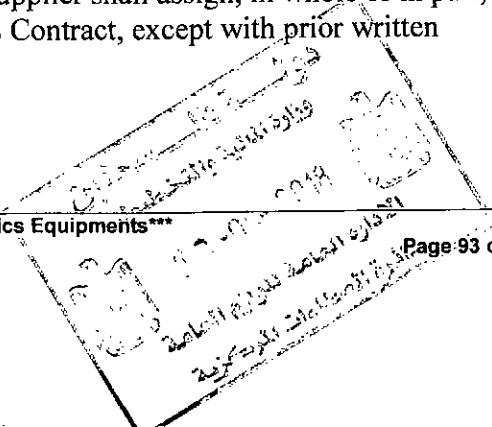
- (a) ~~The GSD may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or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

34.3 Termination for Convenience.

- (a) The GSD, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the GSD's convenience, 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 twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the GSD at the Contract terms and prices. For the remaining Goods, the GSD 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 Related Services and for materials and parts previously procured by the Supplier.

**35. Assignment**

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



**36. Export  
Restriction**

36.1 The Palestinian Authority has no control on borders, ports or airports as these are totally controlled by Israel. As a result, the GSD has no responsibility of any kind for any trade regulations, restrictions on import or export, delays, rejections or difficulties imposed by Israel or the Israelis.

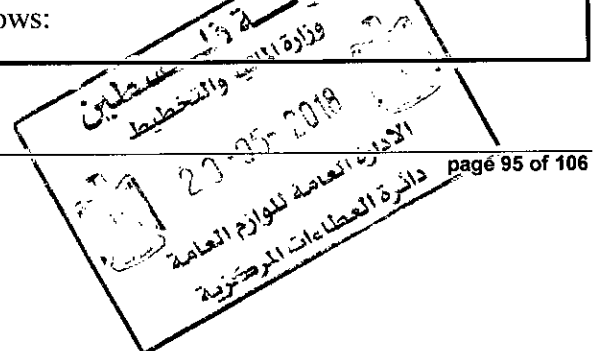
36.2 However, the Supplier can demonstrate to the satisfaction of the GSD that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the GSD's convenience pursuant to Sub-Clause 34.3.



## Section VIII. Special Conditions of Contract

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

GCC 1.1(h)	The GSD's country is the "State of Palestine"
GCC 1.1(i)	The GSD: The General Supplies Department State of Palestine
GCC 1.1 (j)	MEHE: The Ministry of Education State of Palestine
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: as furnished in the Delivery Schedule
GCC 5.1	The language shall be: English
GCC 8.1	For <b>notices</b> , MEHE's address shall be:  Attention: Mohammad Al-Quarout Director of Procurement Department Ministry of Education & Higher Education Old Building, Second Floor, Room # (23) Ramallah, P.O. BOX ( 576 ) Telephone: 02-2983243 Facsimile number: Electronic mail address:  For <b>notices</b> ; the Supplier's address shall be:
GCC 9.1	The governing law shall be the laws of the State of Palestine
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

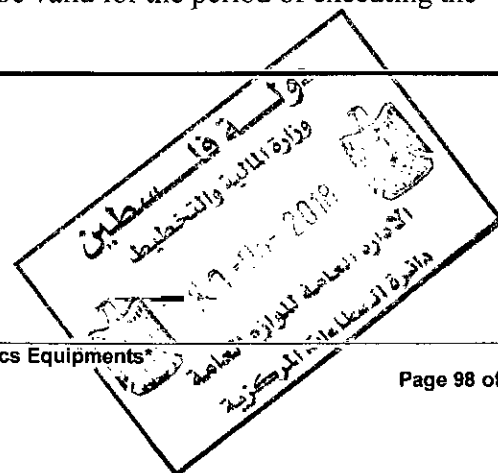


	<p><b>(a) Contract with a Foreign Supplier:</b></p> <p>GCC 10.2 (a) Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force (see: <a href="http://www.uncitral.org/pdf/english/texts/arbitration/arb-rules-revised/arb-rules-revised-2010-e.pdf">http://www.uncitral.org/pdf/english/texts/arbitration/arb-rules-revised/arb-rules-revised-2010-e.pdf</a>).</p> <p>The place of arbitration shall be Ramallah and the Language of Arbitration shall be English.</p> <p><b>(b) Contracts with Suppliers being registered or based in the Palestinian Territories:</b></p> <p>In the case of a dispute between the GSD and a Supplier who is registered or based in the Palestinian Territories, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Palestinian Authority.</p>
GCC 11.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><b>For Goods supplied from abroad:</b></p> <p>GCC 10.3 Upon shipment, the Supplier shall notify the Purchaser of the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading (number and date), port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and (1) copy of the negotiable, clean, on-board bill of lading marked "freight prepaid" and (1) copy of nonnegotiable bill of lading;</li> <li>(iii) Copies of the packing list identifying contents of each package;</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Certificate of origin</li> </ul> <p>The above documents shall be received by the Purchaser at an adequate time before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>

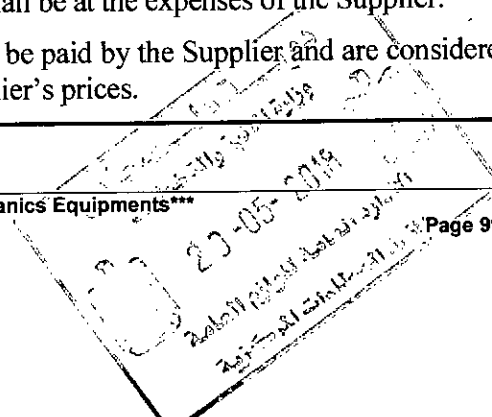


	<p><b>For Goods from within the Purchaser's country:</b></p> <p>GCC 10.3 Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Delivery note, railway receipt, or truck receipt;</li> <li>(iii) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv) Certificate of origin.</li> </ul>
	<p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 14.2	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable. during the performance of the contract.</p>
GCC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied shall be made in Euro (€), as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form furnished in <i>Section IX – Contract Forms</i>.</li> </ul> <p><i>"The Advance Payment amount shall be repaid by the Supplier in installments of 10 % of the due amount of each Interim Payment Certificate"</i>.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over of goods prior to termination [Termination by Employer], the whole of the balance then outstanding shall immediately become due and payable by the supplier to the Employer.</p> <p><i>"If it is proven to the Employer that the Supplier has used the Advance Payment for purposes outside the scope of the Contract, the Employer shall then have the right to immediately forfeit the Advance Payment Guarantee not withstanding any objection from the part of the Supplier."</i></p> <p>The Advance payment Guarantee shall be released and returned back to the supplier once the whole amount of the advance payment was</p>

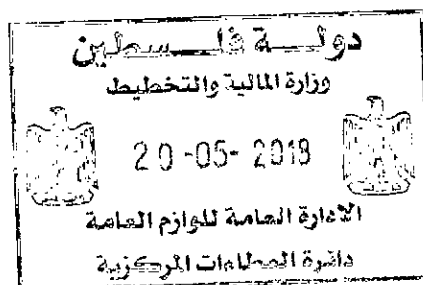
	<p>duly recovered to the Employer as indicated above.</p> <p>(ii) <b>On Acceptance:</b> Eighty (80) percent of the Contract Price of each shipment shall be paid on acceptance of the Goods at its final destination and upon submission of the documents specified in GCC Clause 12. Payment shall be made in accordance with GCC Clause 15.</p> <p>(iii) <b>On Completion:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier upon the completion of all his obligations under the Contract and the submission of a Defects Liability Security (Maintenance Guarantee) in the value of (5%) of the Contract Price valid for at least (365) days from the date of acceptance of the last shipment. The Defect Liability Security shall be in a form acceptable by the GSD.</p> <p>Any Single payment shall not be less than € 100000 in value unless the contract Price is less than this value. If the case is so then the supplier shall submit one request of payment only.</p>
<b>GCC 15.5</b>	<p>The payment-delay period after which the MEHE shall pay interest to the supplier shall be (60) days.</p> <p>The interest rate that shall be applied is 0 %</p>
<b>GCC 17.1</b>	<p>A Performance Security shall be required</p> <p>The amount of the Performance Security shall be: 10% of the Contract Price</p> <p><b>Maintenance Guarantee for 5% of the Contract value and valid for 1year from the provisional acceptance date.</b></p>
<b>GCC 17.3</b>	<p>The Performance Security shall be in the form of a Bank Guarantee</p> <p>The Performance security shall be denominated in the currency of the Contract.</p> <p>The Performance Security shall be in the form attached in Section IX.</p> <p>The Performance Security shall be valid for the period of executing the Contract.</p>



GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be (for Imported Goods):</p> <ul style="list-style-type: none"> <li>- All goods parts shall be packed in accordance with good commercial practice, protected from damage during handling and shipping, suitable for tailgate unloading by forklift.</li> <li>- The Supplier shall clearly identify each carton with large stenciling (or other marking visible from a distance) showing Item, Colour, Part Number and School identification number.</li> <li>- Any parts found to be damaged in shipping shall be replaced immediately and at no expense to the MEHE</li> <li>- Pallets are to be 1,000 x 1,200 mm GMA 4-way reusable pallets (pallets must be able to withstand multiple moves over rough terrain). Height of loaded pallets shall not exceed 1200 mm</li> </ul>
GCC 23.1	
GCC 24.1	<p>Responsibility for transportations shall be as follows: "The Supplier is required under the Contract to transport the Goods to the final destination within the Palestinian Territories (as furnished in the Delivery Schedule). Transport to such places of destination in the Palestinian Territories, as shall be specified in the Contract including, unload and transport to storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination".</p>
GCC 25.5	<p>The inspections and tests shall be:</p> <ul style="list-style-type: none"> <li>(i) All tests necessary to confirm the compliance of the goods and their components with the Technical Specifications.</li> <li>(ii) Tests requested by the MEHE upon inspection for acceptance of delivery. These tests might be conducted by the Palestinian Standards Institute (PSI).</li> <li>(iii) Samples to be provided by the Supplier before contract award for inspection by the GSD. The delivery of the samples including cost of manufacturing, transportation back and forth to the GSD, duties, taxes and other levies shall be at the expenses of the Supplier.</li> <li>(iv) The costs of testing shall be paid by the Supplier and are considered to be included in the Supplier's prices.</li> </ul>



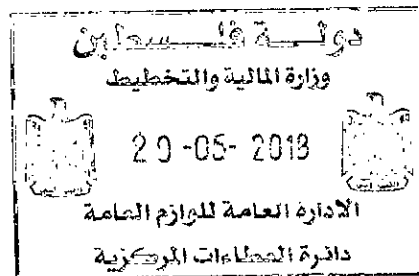
<b>GCC 25.6</b>	<p>The Inspections and tests shall be conducted at: All places mentioned in the GCC (25.6) and at GSD, Ramallah or any other place identified by the GSD. All Expenses related to inspections and tests shall be included in the prices of the Supplier.</p> <p>Inspections and tests might be conducted during the production, manufacturing, assembling or preparation processes</p>
<b>GCC 26.1</b>	<p>The liquidated damage shall be: half (0.5) percent of the contract price per week.</p>
<b>GCC 26.1</b>	<p>The maximum amount of liquidated damages shall be: ten (10) percent of the contract price.</p>
<b>GCC 27.3</b>	<p>The period of validity of the Warranty shall be: (365) days from the last acceptance date.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be as indicated in the Delivery Schedule.</p> <p>The Warranty shall be in the form of a Judicial Guarantee by the name of the Supplier or by the name of the Local Agent in case of International Supplier for the amount of 115% of the Contract Price.</p>
<b>GCC 27.5</b>	<p>The period for repair or replacement shall be: (15) days.</p>



## Section IX. Contract Forms

### Table of Forms

1. Contract Agreement .....	98
2. Performance Security Form.....	100
3. Standard Form of Advance Payment Bond .....	101
4. Declaration of Undertaking	



# 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

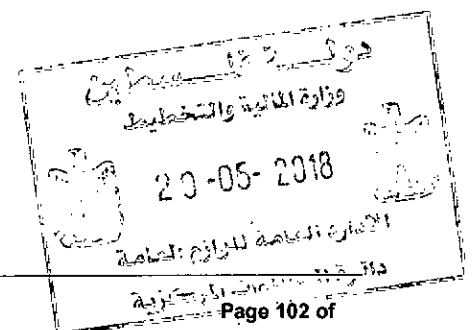
BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



**Section IX. Contract Forms**

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

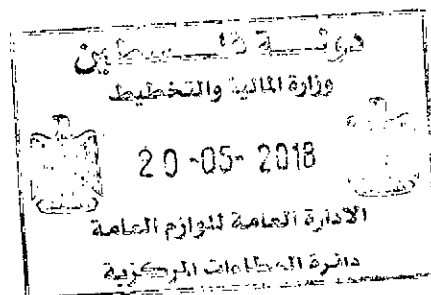
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the PD

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

For and on behalf of the Supplier

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



## 2. Performance Security Form

To: Ministry of Education and Higher Education.

Date: \_\_\_\_\_

Contract Name:

Contract No \_\_\_\_\_

Gentlemen and/or Ladies:

Address of guarantor bank:

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

Address of beneficiary (contracting agency):

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

On ..... You concluded with ..... ("Contractor") a contract for supply of Automotive Mechanics Equipments\*

at a price of .....

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

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

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

In the event of any claim under this guarantee, payment shall be effected to the special account of the Ministry of Education and Higher Education , no. (143747 ) at Quds Bank IBAN PS44ALDN040201437470430010002

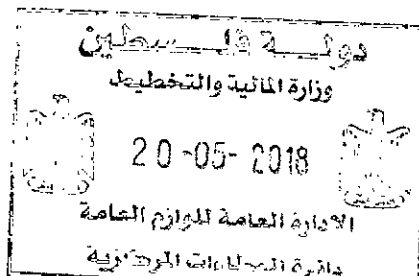
This guarantee shall expire not later than .....

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

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

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

Place, date \_\_\_\_\_



Guarantor \_\_\_\_\_



### 3. Standard Form of Advance Payment Bond

Address of guarantor bank:

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

Address of Beneficiary (contracting agency):

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

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

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

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

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

In the event of any claim under this guarantee, payment shall be effected to the special account of the Ministry of Education and Higher Education , no. (143747 ) at Quds Bank IBAN PS44ALDN040201437470430010002This guarantee shall expire no later than .....

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

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

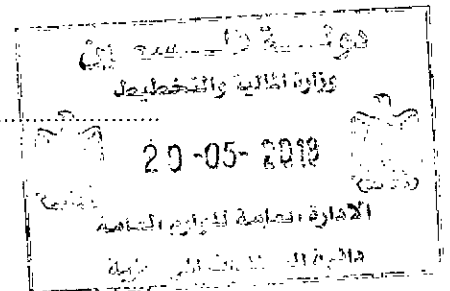
This guarantee is governed by the laws of the Palestinian Authority.

.....

Place, date

.....

Guarantor



## 4. Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>2</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

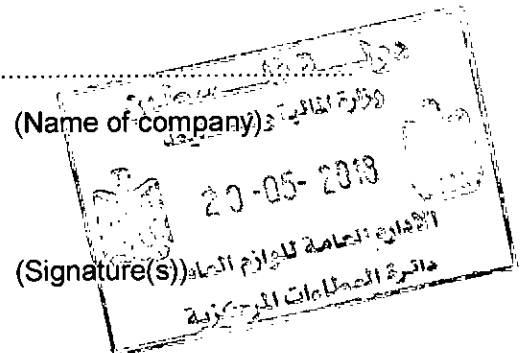
We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....  
 (Place)

.....  
 (Date)

.....  
 (Name of company)

.....  
 (Signature(s))



<sup>2</sup> See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"