**WORK-CONTRACT WORK E19-PHG-WC04**

**Tender documents for the operation of the drinking water system in Marj Na’jeh, Al-Zbeidat and Marj Ghazal in Jericho District**

**PROJECT: ECHO/PSE/BUD/2013/91016**

**TENDER DOSSIER**

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| **VOLUME I**     * INSTRUCTIONS TO TENDERERS * TENDER FORM * EVALUATION GRID AND OTHER ANNEXES   **VOLUME II**     * CONTRACT FORM * SPECIAL CONDITIONS (SC) * GENERAL CONDITIONS (GC) * ANNEXES and FORMS   **VOLUME III**     * MODEL FINANCIAL BID WITH TECHNICAL SPECIFICATIONS |

INSTRUCTIONS TO TENDERERS

1. TASKS TO BE EXECUTED AND TIME TABLE

1.1 The subject of the contract is the execution by the Contractor of the following works:

**The operation of the drinking water system in Marj Na’jeh, Al-Zbeidat and Marj Ghazal in Jericho District**

The communities are the following and the units in each site:

|  |  |
| --- | --- |
| **Locations** | **Quantities** |
| **Operation of the drinking water system in Marj Na’jeh, Al-Zbeidat and Marj Ghazal in Jericho District** | 2-Boosters &  G. Water Well |

1.2 **Time Table**

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| --- | --- | --- |
| **Tender Dossier delivery** | / 2 /2014 to  / 2 /2014 | PHG Nablus Office  from 8:00 up to 15:00 |
| **Deadline for submission of tenders** | / 2 /2014 | PHG Nablus Office @14:00 |
| **Tender opening session** | / 2 /2014 | PHG Nablus Office @10:30 |

1.3 The works must comply fully with the Ministry of Public Works that is the General Technical Specification and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions..

1. GENERAL INSTRUCTIONS

2.1 Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.

2.2 The Tenderer will bear all costs associated with the preparation and submission of the Tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1. PARTICIPATION

3.1 The Contracting Authority will exclude from participation in a procurement procedure candidates or tenderers falling into any of the following cases:

(a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) They have been convicted of an offence concerning their professional conduct by a judgment that has the force of res judicata;

(c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;

(d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(e) They have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity

(f) Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify by any relevant means that they are not in one of the situations listed above.

Contracts shall not be awarded to candidates or tenderers who, during the procurement procedure:

(a) Are subject to a conflict of interest;

(b) Are guilty of misrepresentation in supplying the information required by the humanitarian organisation as a condition of participation in the contract procedure or fail to supply this information.

1. INFORMATION AND DOCUMENTS TO BE SUPPLIED BY THE TENDERER

4.1 All tenderers in order to be considered eligible for the award of the contract, tenderers must provide the following documentation.

4.1.1. Administrative documentations, according to the check list:

4.1.1.1 **Tender Form in original signed and stamped by the legal representative of the company and filled in all its parts.**

**4.1.1.2 Copy of the Valid Discount Certificate issued by the Income Department. The copy must be stamped and signed in original by the Tenderers.**

4.1.2. Technical documentation:

4.1.2.1 General information about the tenderer (Form 4.3.1)

4.1.3. Financial offer:

4.1.3.1 Model of financial bid (Volume III) must be filled signed and stamps in all the pages.

4.2 In order to be considered eligible for the award of the contract, tenderers must provide all the documents specified in the **check list (FORM 4.5) under the administrative documentation**.

4.3 Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

- The tender must include all the information required by Sub clause 4.1 for each member of the joint venture/consortium and the summary data for execution of works by the tenderer.

- The tender must be signed in a way that legally binds all members, as per Form 4.3.5 in Volume I, Section 4 of the tender documents.

- One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members.

- The tender must include a preliminary agreement or letter of intent stating that all members assume joint and several liability for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, all members, individually and collectively, and that the lead member is responsible for execution of the contract, including payments.

- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract.

1. ONLY ONE TENDER PER TENDERER

5.1 A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.

1. TENDER EXPENSES

6.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

6.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

1. SITE INSPECTION

7.1 The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.

7.2 A clarification meeting on the administrative/technical aspect of the tender dossier together with the site visit will be held by the Contracting Authority, as per communicated in the Tender notice.

TENDERS DOCUMENTS

1. CONTENT OF TENDER DOCUMENTS

8.1 The set of tender documents comprises the following documents and should be read in conjunction with any modification issued in accordance with Clause 10:

Volume I INSTRUCTIONS TO TENDERERS

Volume II CONTRACT

Volume III MODEL FINANCIAL BID AND TECHNICAL SPECIFICATIONS

8.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

8.3 The tenderer must provide all documents required by the provisions of the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

1. EXPLANATIONS CONCERNING TENDER DOCUMENTS

9.1 Tenderers may submit questions in **writing (via fax or mail) up to 4 days before the deadline for submission of tenders.**

9.2 The Contracting Authority shall reply in writing at least 3 days before the deadline for receipt of tenders. The Contracting Authority will report all the questions received (but not the source of them) and the reply will be sent via fax to all the prospective tenderers at the same time.

1. MODIFICATIONS TO TENDER DOCUMENTS

10.1 The Contracting Authority may amend the tender documents by submitting modifications via fax to all the tenderers up to 3 days before the deadline for submission of tenders.

10.2 Each modification submitted will constitute a part of the tender documents

10.3 The Contracting Authority may, as necessary and in accordance with Clause 22, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

1. LABOUR LAW

11.1 Particular attention is drawn to the conditions concerning the employment of labour in the occupied Palestinian territories and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

1. LAW

12.1 By submitting their tenders, tenderers are deemed to know all relevant laws, acts and regulations of the donor agency and occupied Palestinian territories that may in any way affect or govern the operations and activities covered by the tender and the resulting contract

TENDERS PREPARATION

1. LANGUAGE OF TENDERS

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

13.2 If the supporting documents **are not written in English**, a translation has to be attached. For the purposes of interpretation of the tender, the language of the procedure will prevail except for the official documents issue **in Arabic (such as Registration).**

1. CONTENT AND PRESENTATION OF TENDER

14.1 Tenders must satisfy the following conditions:

14.1.1 All tenders must be received at the Contracting Authority’s office in Nablus, on / / 2014, before 14:00 O’clock, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Authority’s Project Co-ordinator or his representative.

The tender shall be sent or hand-delivered to the following address:

PHG Nablus office

The University St.

Plaza Building- First Floor

T: +972 (9) 2374057

F: +972 (9) 2332446

At the attention of: Eng. Abdul-Latif Khalid

14.1.2 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope/package bearing only:

a) the above address;

b) the reference of the invitation to tender concerned;

c) the words “Not to be opened before the tender opening session" in the language of the procedure;

e) the tenderer's name.

14.2 The works related to this procedure are not divided into lots and must be covered by a single tender.

14.3 The tender must comprise all the documentation specified in the art.4.

**14.4 Two separate envelopes must be present inside the main one.**

1. One contained the administrative and technical documentations as specified in the art. 4 (4.1.1 and 4.1.2). On the envelop the following words must be written:

- “**Administrative and technical documentation**”, the “tender’s name”, and “Not to be opened before the tender opening session";

2. The second should contain **ONLY** the financial offer (art.4.1.3.: Bill of quantities, MODEL OF FINANCIAL BID (Volume III) and on the envelop the following words must be written:

- “**Financial offer”**, the “tender’s name”, and “Not to be opened before the tender opening session";

14.5 The relevant pages of the documents specified in Sub clauses 14.1.1 to 14.3.10 must be signed and stamped as indicated

1. TENDER PRICES

15.1 The tender price must cover the whole of the works as described in the tender documents.

15.2 The tenderer must provide a bill of quantities of the **overall price in NIS.**

15.3 Tenderers must quote all components of the bill of quantities of the **overall price exclusive of VAT**, but inclusive of all other applicable taxes. No payment will be made for items which have not been priced; such items will be deemed to be covered by other items on the bill of quantities.

15.4 Prices shall be quoted **without VAT.**

15.5 If a discount is offered by the tenderer, it must be clearly specified in the bill of quantities of the overall price in Volume III and indicated in the Tender Form (Volume I, Section 2). The discount must be quoted for the whole of the works.

15.6 If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

1. CURRENCIES OF TENDER AND PAYMENT

16.1 The currency of the tender is the NIS. All sums in the bill of quantities of the overall price, the questionnaire and other documents must be expressed in NIS, with the exception of originals of bank and annual financial statements.

16.2 Payments will be made at the Contractor's request after acceptance by the Contracting Authority.

16.3 All correspondence relating to payments, including invoices and interim and final payment certificates, must be sent to the Contracting Authority in the language of the procedure.

1. PERIOD OF VALIDITY OF TENDERS

17.1 Tenders must remain valid for a period of 90 days after the deadline for submission of tenders indicated in the procurement notice, the invitation to tender or as modified in accordance with Clauses 10.3 and/or 22. Any tender valid for a shorter period will be rejected.

17.2 In exceptional circumstances the Contracting Authority may, before the period of validity expires, request that tenderers extend the validity of tenders for a specific period, **which may not exceed 40 days**. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee. If the tenderer decides to accede to such a request, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.

17.3 The successful tenderer must maintain his tender for a further 60 days. The further period is added to the initial period of 90 days irrespective of the date of notification.

1. TENDER GUARANTEE

18.1 **A guarantee is requested in total of 5% of the total price for the name of** the Palestinian Hydrology Group, and GVC - Gruppo di Volontariato Civile.

1. VARIANT SOLUTIONS

19.1 Variant solutions will not be taken into consideration.

1. PREPARATION AND SIGNING OF TENDERS

20.1 Tenders must comprise the documents specified in Clause 14 above.

20.2 The original of the tender must be type written or written in indelible ink and signed by a person or persons empowered by the power of attorney. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.

20.3 The tender must contain no changes or modifications, other than those made in accordance with instructions issued by the Contracting Authority or necessitated by errors on the part of the tenderer. In such cases, modifications must be initialled by the person signing the tender.

20.4 The tender may be rejected if it contains any modification, addition or deletion to the tender documents not specified in a modification issued by the Contracting Authority, or if the tender documents are not filled in properly.

SUBMISSION OF TENDERS

1. SEALING AND MARKING OF TENDERS

21.1 The tenders are to be sent by registered mail with acknowledgement of receipt, or delivered by hand against a receipt signed by the Contracting Authority or its duly authorised representative.

21.2 Tenderers must seal the original in an envelope or package.

21.3 The envelope must be delivered to the address of the Contracting Authority as stated in the procurement notice.

21.4 If the outer envelope is not sealed and marked as required in Sub clause 14.1.3, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

21.5 Any variant proposals must be submitted in a separate inner envelope, clearly marked "variant".

1. EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS

22.1 The Contracting Authority may, on its own discretion, extend the deadline for submission of tenders by issuing a modification in accordance with Clause 10. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the procurement notice will be subject to the new date.

1. LATE TENDERS

23.1 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

1. MODIFICATION AND WITHDRAWAL OF TENDERS

24.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.

24.2 Any notification of modification or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 21, and the envelope must also be marked with "modification" or "withdrawal".

OPENING AND EVALUATION OF OFFERS

1. OPENING OF TENDERS

25.1 Tenders will be opened in public session on / / 2014, at 10:30 at PHG Nablus office, by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which shall be available to tenderers on request.

25.2 At the tender opening, the compliancy of the tenderers offers with the administrative requirements will be evaluated by filling in the administrative grid (Volume I, Section 4). The tenderers' names, written notification of modifications and withdrawals, the presence of the tender guarantee (if required) and any other information the Contracting Authority may consider appropriate will be announced.

25.3 Only the financial offer of the tenderers that compliance with the administrative requirement will be open. The financial envelops of the tenders that will not compliance with the administrative requirements will not be evaluated.

25.4 The chairman will open the tenders, including variant solutions, in accordance with Clauses 21 and 24.

25.5 Envelopes marked "modification" will be opened and read out first. Tenders, including any variant solutions, for which acceptable notice of withdrawal has been given in accordance with Clause 24 will not be opened but returned to the tenderer.

25.6 Reductions or modifications to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

1. SECRECY OF THE PROCEDURE

26.1 After the public opening of the tenders, information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process until the name of the successful tenderer is announced.

26.2 Any attempt by a tenderer to approach any member of the evaluation committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

1. CLARIFICATION OF TENDERS

27.1 Tenders which are incomplete, conditional, illegible, obscure or contain unrequested additions or other irregularities may be rejected.

27.2 When checking tenders, the evaluation committee may, on its own discretion, ask a tenderer to clarify any aspect of his tender.

27.3 Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 30.

1. CHECKING OF TENDERS AND THEIR COMPLIANCE WITH THE REQUIREMENTS OF THE TENDER DOCUMENTS

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

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

28.3 The evaluation committee will check that each tender:

- has been properly signed;

- all the elements in the administrative compliance grid are acceptable;

- has complete documentation and information;

- substantially complies with the requirements of these tender documents.

28.4 If a tender does not comply with the requirements of the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

1. EVALUATION AND COMPARISON OF TENDERS

29.1 The evaluation committee must evaluate only those tenders considered substantially admissible in accordance with Clause 28 (Administrative compliance).

29.2 The purpose of the evaluation process is to identify the tenderer most likely to enable the Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the published criteria in term of quality standards and is within the budget available.

29.3 The Contracting Authority reserves the right to ask a tenderer to clarify any part of his offer that the evaluation committee may consider necessary for the evaluation of the offer.

29.4 The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

1. CORRECTION OF ERRORS

30.1 Admissible tenders will be checked for arithmetical errors by the evaluation committee. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

30.2 The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, his tender will be rejected.

30.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 30.

CONTRACT AWARD

1. CRITERIA FOR AWARD

31.1 The financial evaluation will be conducted among the shortlisted candidates that complies with the administrative requirements (administrative compliace grid) and whose Tender has thus been determined and proven to be the most advantageous and best offer; this shall not necessarily be the Tender with the lowest submitted price. **The Contracting Authority needs not to justify the award.**

1. RIGHT OF THE CONTRACTING AUTHORITY TO ACCEPT OR REJECT ANY TENDER

32.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

32.2 The Contracting Authority reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. Should the lowest technically admissible tender exceed the available budget, the Contracting Authority reserves the right to negotiate **(negotiated procedure after cancellation)** with one or more tenderers of its choice, from among those that took part in the invitation to tender, with a view to reducing the scope of the works or revising other terms of the contract in order to bring the tender price down to a level satisfactory to the Contracting Authority.

32.3 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

32.4 Cancellation may occur where:

(a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;

(b) the economic or technical parameters of the project have been fundamentally altered;

(c) exceptional circumstances or force majeure render normal execution of the project impossible;

(d) all technically compliant tenders exceed the financial resources available;

(e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits, damages of machines) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of such damages or losses. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.**

1. NOTIFICATION OF AWARD, CONTRACT, CLARIFICATIONS

33.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been selected and draw his attention to any arithmetical errors corrected during the evaluation process.

33.2 This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must prepare himself to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

This notification may take the form of an invitation to negotiate, in accordance with Sub clause 32.3.

**The successful tenderer will be informed in writing that its tender has been accepted (notification of award).**

33.3 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.

33.4 After the contract has been signed and the performance guarantee has been provided by the successful tenderer, in accordance with Clause 34, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

1. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

34.1 The successful tenderer shall sign the contract according to the timeframe specified in the awarding notification.

34.2 The contractor should provide before the sign of the contract the documentation specified :

- 1: Performance Guarantee (10% of the total amount of the contract) as regulated as specified in the art. 13 of the Special Condition

- 2: Work Insurance, as specified in the art.14 of the Special Condition

- 3: The List, with the relative CV if not yet handed, of the management and technical responsible staff involved in the project

- 4: a work programme with brief descriptions of major activities (as specified in the art. 15 of the Special Condition and according to Section 4 - Volume II), showing the sequence and proposed timetable for the execution of the works. In particular, the proposal shall detail the temporary and permanent works to be constructed.

The tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits prior to the execution of construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which he proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and personnel he proposes to use on the major activities of work; together with a graphic work schedule (bar chart) showing times and duties allocated for employees for this contract

- 5: Financial identification, as set out in (Section 4 -Volume II).

34.3 The contract will sign in any cases after the receiving of the pre-financing from the donor. Any damage caused by the delay of the signature by the Contract Authority due to external cause will not be refunded

34.4 If he fails to sign the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

1. COMMENCEMENT OF WORKS

35.1 Following the signing of the contract by both parties, the Contracting Authority's representative will issue a written notice of commencement of the works in accordance with Clause 31 of the General Conditions, as specified by the Special Conditions and the Appendix to the tender.

35.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

1. ETHICS CLAUSES

36.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

36.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

36.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

36.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

36.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

36.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

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

36.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

36.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

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

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

36.12 The Contractor shall supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

36.13 When putting forward a candidacy or tender, the candidate or tenderer shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence of the enforcement of the above mentioned principles.

**TENDER FORM**

[To be filled, signed and stamped by the Tenderer]

|  |  |
| --- | --- |
| Project: | Improving access to services, lands and assets to the most vulnerable communities in area C  ECHO/PSE/BUD/2013/91016 |
| Name of Contract: Contracting  Authorities: | GVC - Gruppo di Volontariato Civile  Ein Sara Street  Alwaha Building-3rd floor, Hebron  T/Fax: +972 (2) 2290396  Contact person: Francesco Michele,  GVC Project Manager  PHG (Palestinian Hydrology Group)  Nablus, AlNajah Street, Blaza Building, first Floor, PHG  Tel/Fax: 092374057  Contact person|: Sami Hamdan  North Branch Director |

**Submitted by:**

|  |  |
| --- | --- |
| Name of Tenderer  (Name of Company) |  |

**Contact Person (for this tender):**

|  |  |
| --- | --- |
| First name / Family name |  |
| Address |  |
| Telephone |  |
| Fax |  |
| E-mail |  |

**In response to the call for Tender for the above contract, we, the undersigned, hereby declare that:**

1. we have examined and accept in full the content of the Tender Dossier. We hereby accept its provisions in their entirety, without reservation or restriction;

2. we offer to execute, in accordance with the terms of the Tender Dossier and the conditions and time limits laid down, the construction works described in the Tender Dossier;

3. the price of our Tender is the one indicated in the model financial bid (Volume III)

4. this Tender is valid for a period of 90 days from the final date for submission of Tenders;

5. if our tender is accepted, we undertake to provide a performance guarantee equal to 10 % of the value of the contract, as required by Article 13 of the Special Conditions;

6. our company has the following nationality: .....................................................................................................................

7. we are making this tender in our own right and we confirm that we are not tendering for the same contract in any other form;

8. we are not in any of the situations excluding us from participating in contracts which are listed in Clause 3 of the Instructions to Tenderers. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions;

9. we agree to abide by the ethics clauses in Clause 35 of the Instructions to Tenderers and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application;

10. we will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the European Union;

11. we note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so;

|  |  |
| --- | --- |
| Signature |  |
| Name and Surname |  |
| Mobile no. |  |
| Fax no. |  |
| Duly authorised to sign this Tender on behalf of (name and stamp of the Tendering Company): |  |
| Place and date |  |

**LITIGATION HISTORY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 4.1 | Provide information on any history of litigation or arbitration resulting from contracts executed during the last 3 years or currently under execution. | | | |
| year | | award FOR or AGAINST tenderer | name of client, cause of litigation, matter in dispute | disputed amount  (NIS equivalent) |
| (a)  (b)  (..) | |  |  |  |

**FORM 4.2 REFERENCE LETTER FROM A BANK (SAMPLE)**

**Bank letter head**

*must contain full address and contact number*

TO WHOM IT MAY CONCERN:

This letter confirms that (name) of (full address including zip code) is a customer in good standing of this Bank. Our

records state that (name) was born on (full date of birth) and the signature appearing at the bottom of this letter is the

same as the signature we have on file for this customer.

(name) has been a client at this bank for the past (number) of years. Over this period (name) has operated (type of

account) satisfactorily.

During the period of our relationship credit has been approved and the repayment history satisfactory.

Sincerely,

(Bank signing Officer)

(Clients Signature)

**FORM 4.3 PROFESIONAL AND TECHNICAL QUALIFICATIONS**

**4.3.1 GENERAL INFORMATION ABOUT THE TENDERER**

|  |  |  |  |
| --- | --- | --- | --- |
| 4.3.1 | Name of Company |  | |
|  | |
| 4.3.2 | Registered address |  | |
|  | Telephone |  | |
|  | Fax |  | |
|  | E-mail |  | |
| 4.3.3 | Type of Company (natural person, partnership, corporation) | | [ attach copy ] |
| 4.3.4 | Description of Company (e.g. general civil eng. contractor) | | [ attach copy ] |
| 4.3.5 | Registration details | | [ attach copy ] |
| 4.3.6 | Organisation Chart | | [ attach the organisation chart of your company, showing the position of directors, key personnel and functions] |
| 4.3.7 | Power of attorney of signatory of tender | | [ attach the power of attorney empowering the signatory of the tender and all related documentation] |

.3.2 **PERSONNEL TO BE EMPLOYED ON THE CONTRACT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 4.3.2.1 | Qualifications and experience of key personnel proposed for administration and execution of the Contract (attach CVs) | | | | |
| position / name | | education | Years of experience (general) | Years of experience  in proposed position | major works for which responsible (project/value) |
| (a)  (b)  (..) | |  |  |  |  |

4.3.3 **EQUIPMENT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 4.3.3.1 | Equipment proposed and available for the implementation of the contract  (attach documents proving the status of the equipment) | | | | |
| description  (type/make/model) | | age  (years) | owned / hired / to be purchased | number | conditions  (new/good/poor) |
| (a)  (b)  (..) | |  |  |  |  |

4.3.4 **CONTRACTOR’S EXPERIENCE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 4.3.4.1 | No. of years of experience as contractor | | in own country: | | |
|  | internationally: | | |
| 4.3.4.2 | Annual amounts of construction works performed during the last *3* years  [insert amounts in NIS equivalent] | | 2008: | | |
| 2009: | | |
| 2010: | | |
| 4.3.4.3 | List of contracts of similar nature and extent performed as prime Contractor during the past 3 years (including work under way or committed, with the expected completion date)  [insert amounts in NIS equivalent] | | | | |
| name of project / kind of works / place | | Contracting Authority  and contact person | | type of work performed  and year of completion | value of contract  (NIS equivalent) |
| (a)  (b)  (..) | |  | |  |  |

4.3.5 SUBCONTRACTING WORKS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 4.3.5 | If the tenderer plans to subcontract part of the works, he must provide the following details: | | | |
| Sections of work intended to be subcontracted | | Value of subcontract  (percentage of the total value of the project) | Subcontractor  (name and address) | Experience in similar work |
| (a)  (b)  (..) | |  |  |  |

**FORM 4.4 JOINT VENTURES**

The power of attorney of the signatory(ies) of this Tender - authorizing the signing of the Tender on behalf of the joint venture - shall be attached to the Tender Documents.

The Agreement among all partners of the joint venture (which is legally binding on all partners) shall be attached to the Tender Documents. The Agreement shall state that:

(a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) One of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge

|  |  |  |  |
| --- | --- | --- | --- |
| 4.4.1 | Name of Joint Venture |  | |
|  | |
| 4.4.2 | Managing Board’s address |  | |
|  | Telephone |  | |
|  | Fax |  | |
|  | E-mail |  | |
| 4.4.3 | Names of Members | i) | |
|  | ii) | |
|  | ..) | |
| 4.4.4 | Name of Lead Member |  | |
|  |  | |
| 4.4.5 | Agreement governing the formation of the Joint Venture | Date of signature |  |
|  | Place |  |
|  | Enclosure - joint venture agreement |  |
| 4.4.6 | Proposed proportion of responsibilities between Members (in %) with indication of the type of the works to be performed by each |  | |
|  |  | |
|  |  | |
|  |  | |

**4.5 CHECK LIST**

|  |  |  |
| --- | --- | --- |
| **ADMINISTRATIVE COMPLIANCE** | | **CHECK (✓)** |
| **1** | Tender Form (Section 2) in original signed and stamped by the legal representative of the company and filled in all its parts. |  |
| **2** | A copy of a Valid Registration at the Palestinian Contractors Union and classified at least 3rd degree in civil works and constructions. The copy must be stamped and signed in original by the Tenderers. |  |
| **3** | Copy of the Valid Discount Certificate issued by the Income Departement. The copy must be stamped and signed in original by the Tenderers. |  |
| **4** | A consistent history of litigation or arbitration awards against the Tenderer or any partner of a Joint Venture, over the last 3 years (Form 4.1); |  |
| **5** | Reference letter from a bank stating the financial ability of the contractor to carry out the work (without specifying the amount of the financial offer). |  |
| **6** | Tender Guarantee of ............................. NIS in the form of a Bank Guarantee or a certified Bank Cheque only. |  |
| **7** | if appropriate, information about tenderers involved in a joint venture/consortium (Form 4.4); |  |

|  |  |  |
| --- | --- | --- |
| **TECHNICAL DOCUMENTATION** | | **CHECK (✓)** |
| **1** | General information about the tenderer ( Forma 4.3.1) |  |
| **2** | a presentation of the tenderer’s organisation, including the staff proposed for the execution of the contract, with the CVs of key staff (Form 4.3.2), |  |
| **3** | a list of equipment for execution of the contract (Form 4.3.3). The descriptions must demonstrate the tenderer's ability to complete the works; it should also indicate whether such equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender), |  |
| **4** | evidence of relevant experience in execution of works of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed (Form 4.3.4). The evidence shall include successful experience as the prime contractor in construction of projects of the same nature and complexity comparable to the works concerned by the tender during the last 3 years |  |
| **5** | data concerning subcontractors and the percentage of works to be subcontracted (Form 4.3.5) |  |

**IN A SEPARATE AND CLOSED ENVELOPE**

|  |  |  |
| --- | --- | --- |
| **FINANCIAL OFFER** | | **CHECK (✓)** |
| **1** | MODEL FINANCIAL BID |  |

**4.6 EVALUATION GRIDS**

**4.6.1 ADMINISTRATIVE COMPLIANCE GRID**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Tender envelope no. | Tenderer's name | Tender Form complete?  (Yes/No) | Registration at the Palestinian Contractors Union (classified at least 3th degree in the civil works Sector) (Yes/No) | Registration at the Ministry of Economy  (Yes/No) | Valid Discount Certificate issued by Income Dept.  (Yes/No) | litigation history (Yes/No) | Reference Bank Letter  (Yes/No) | Overall decision?  (Accept/Reject) |
|  |  |  |  |  |  |  |  |  |
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**4.6.2 TECHNICAL EVALAUTION GRID**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Tender Envelop no. | Tenderer’s name | Technical Evaluation | | | | **TOTAL** |
| Turnover in the last 3 years | Experience as contractor | Technical staff | Equipment | **TECHNICAL EVALUTAION** |
| 25 | 25 | 25 | 25 | **(TO TAKE PART IN THE FINANCIAL EVALUATION A MINIMUN SCORE OF 75 IS REQUIRED)** |
|  |  |  |  |  |  |  |
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