



Palestinian National Authority
Ministry of Public Works and Housing
General Directorate of Central Tenders



AGENZIA ITALIANA
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Italian Agency for
Development Cooperation
Jerusalem Office

BUILDINGS REHABILITATION IN 'AL NADA NEIGHBORHOOD

**Strengthening National Early Recovery
and Reconstruction Plan of Gaza
AID n. 10608**

**BUILDINGS REHABILITATION IN 'AL NADA
NEIGHBORHOOD**

BIDDING DOCUMENT

Issued on: , 2016

For procurement of

**Civil work needed to rehabilitate 17 damaged buildings
in 'Al Nada Neighborhood (Gaza)**

Tender No:

***Contracting Authority: Palestinian National Authority
Gaza Governorate
Ministry of Public Works and Housing***



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GLOSSARY

GENERAL

Addendum	A document modifying the terms and conditions of a contract.
Administrative order	Any instruction or order issued in writing by the Supervisor (W) or Project Manager (SER,SUP) to the Contractor regarding the execution of the contract.
Ancillary services	All related services which the Contractor is required to implement in a supply contract in addition to deliver the goods procured. Where they are necessary they are specified in the contract and may include for example services such as unloading, installation, testing, commissioning, provision of expertise, supervision, maintenance, repair, training and other such obligations connected with the goods to be provided under the contract (SUP).
Assessor	An independent individual expert with an in-depth knowledge of the issues covered by a grant programme who is engaged by a Contracting Authority to carry out a detailed written assessment of a grant application using the published evaluation grids. He/she cannot be a member of the Evaluation Committee but may attend its meetings as observer. (G)
Beneficiary of a grant	Any natural or legal person who receives a grant (G).
Best value for money	See "most economically advantageous offer".
Bill of quantities	The document containing an itemized breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price. (W).
Budget breakdown	The schedule which breaks down the contract value according to the different items or services, stating out fee rate, unit prices and lump sums for each item provided (W, SER, SUP).
Candidate	Any natural or legal person that has sought an invitation to take part in a restricted or negotiated procedure.
Clearance	The amount of expenditure incurred in accordance with the Contract which the Contracting Authority, after examination of the expenditure verification report or the supporting documents, accepts for deduction from the total sum of pre-financing under the Contract.
Commercial warranty	The warranty the manufacturer provides for a defined period that the supply will be free from structural defects due to substandard material or workmanship, under conditions of normal commercial use and service. The Commercial warranty should not be confused with - and might go beyond - the warranty period of the contract (SUP).



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Competitive Dialogue	Procedure only used for particularly complex contracts. A contract notice sets out the needs and requirements and the Contracting Authority opens a dialogue with candidates satisfying the selection criteria announced in the contract notice.
Competitive negotiated procedure	Procedure without prior publication of a procurement notice, in which only candidates invited by the Contracting Authority may submit tenders.
Conflict of interests	<p>Any event influencing the capacity of a candidate, tenderer, applicant or contractor or grant beneficiary to give an objective and impartial professional opinion, or preventing it, at any moment, from giving priority to the interests of the Contracting Authority. Any event that compromises the impartial and objective exercise of the functions or the Contracting Authority, or the respect to the principles of competition, non-discrimination or equality of treatment of candidates/tenderers/applicants with regards to the award procedure or contract. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer, applicant or contractor. These restrictions also apply to any sub-contractors and employees of the candidate, tenderer, applicant or contractor.</p> <p>There is also a conflict of interests where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.</p>
Consortium	A grouping of eligible natural and legal persons or public entities which submits a tender or an application, under a tender procedure or in response to a Call for Proposals. It may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure or Call for Proposals. All members of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the Contracting Authority.
Contract	An agreement, between two or more persons or entities, with specific terms and an undertaking to provide services, supplies and/or works in return for a financial consideration (SER, SUP, W).
Contract budget	<p>A summary of the costs of performing the contract. The total of these costs is the contract value or contract price.</p> <p>In the case of works the sum represents the initial estimate payable for the execution of the works or such other sum as ascertained by the final statement of account as due to the contractor under the contract.</p> <p>In the case of grants the budget shows the eligible costs for funding and the total costs. The income must also be detailed.</p>
Contract price	See "Contract budget".
Contract value	See "Contract budget".
Contracting Authority	Entity referred to in Article 190.2 of Regulation (EU, Euratom) No 966/2012, i.e., (i) in case of direct management: the European Commission on behalf of and for the account of the partner country/countries, (ii) in case of indirect management: the State or the entity concluding the contract as provided for (where appropriate) in the Financing Agreement.



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Contractor	Any natural or legal person or public entity or consortium of such persons and/or bodies selected at the end of the procedure for the award of the contract. The successful tenderer, once parties have signed the contract.
Contribution in kind	Provision of goods or services to the grant beneficiary free of charge by a third party. Contributions in kind do not therefore involve any expenditure for the grant beneficiary and are not entered in his accounts (G).
Corrigendum	Correction of a notice or guidelines already published in the Official Journal of the European Union and/or equivalent local publication and on the EuropeAid website.
Cost-plus contract	A contract where the contractor, when finished the agreed-upon work, receives compensation equal to their expenses plus a profit.
Day	Calendar day unless otherwise specified.
Dayworks	Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plants (W).
Defects liability period	The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor (W).
Direct award	The award of one or more grants without organising a call for proposals. A direct award is only appropriate under certain, special circumstances and must always be the subject of an evaluation report.
Drawings	Drawings provided by the Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works (W), for the provisions of the supplies (SUP), or for performance of the services (SER).
Dynamic purchasing system	An electronic procedure used for making commonly used purchases. It is limited in duration and open throughout its validity. For each individual contract a contract notice is published inviting all the contractors admitted to the system.
EC	The European Commission.
EDF	The European Development Fund.
EU	The European Union.
Economic operator	Covers contractors, suppliers and service providers.
Equipment	Machinery, apparatus, components and any other articles intended for use in the works (W).
EuropeAid Web site	http://ec.europa.eu/europeaid/home_en



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Evaluation committee	A committee made up of a non-voting Chairperson, a non-voting secretary and an odd number (at least three) of voting members (the evaluators) with the technical and administrative expertise capacities necessary to give an informed opinion on tenders or grant applications.
Execution period	The period from contract signature until final payment for services, or until release of the performance guarantee after final acceptance for supplies and works. The period from contract signature until final payment and in no event later than 18 months after the end of the implementation period (SER, G).
Expenditure verification	The expenditure verification refers both to the process and the report by which an auditor verifies according to agreed-upon procedures contained in the relevant Terms of Reference that the Financial Report submitted by the contractor/beneficiary can be reconciled to the latter's accounting and bookkeeping system and to the underlying accounts and records. The auditor also verifies that the contractor/beneficiary complies with the relevant provision of the contract signed with the Commission.
Expert	A natural person employed or otherwise legally contracted by an eligible contractor, or where applicable subcontractor, engaged to provide the expertise required for the proper performance of a contract.
Explanatory note	A summary at the beginning of a contract dossier or addendum dossier explaining to the reader the purpose and essential features of the proposed contract or addendum.
Fee-based contract	A contract under which the services are provided on the basis of fixed fee rates for each day worked by experts (SER).
Final beneficiaries of a grant	Those who will benefit from the project in the long term at the level of the society or sector at large (G).
Final acceptance certificate	Certificate(s) issued by the Supervisor (W) or Project Manager (SUP) to the Contractor at the end of the defects liability period (W) or warranty period (SUP) stating that the Contractor has completed its obligations. (W, SUP).
Financing Agreement	An agreement which determines the objectives and scale of a future programme of assistance.
Financial offer	The part of a tender which contains all the financial elements of the tender, including its summary budget and any detailed price breakdown or cash-flow forecast required by the tender dossier.
Financing Memorandum	See Financing Agreement.
Foreign currency	Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.
Framework contract	A framework contract is a contract concluded between a Contracting Authority and an economic operator for the purpose of laying down the essential terms governing a series of specific contracts to be awarded during a given period, in particular as regards the duration, subject, prices, conditions of performance and the quantities envisaged. The Contracting Authority may also conclude multiple framework contracts, which are separate contracts with identical terms awarded to a number of suppliers or service providers.



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General conditions	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of all contracts of a particular type.
General damages	Damages which have not been agreed beforehand by the parties and awarded by a court or arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.
Global price contract	A contract under which the services provided are paid on the basis of the delivery of the specified outputs (SER).
Goods	A tangible physical product where the property of what is purchased is transferred from the contractor to the contracting authority (in the case of procurement contracts) or to the designated local partners of the beneficiary and/or final recipients of the action (in the case of grant agreements).
Grant	A direct payment of a non-commercial nature by the Contracting Authority to a specific beneficiary in order to implement an operation (or in some cases to finance part of its budget) in order to promote an EU policy aim (G).
Grant programme	A programme which determines the objectives and scale of assistance in the form of grants.
Hybrid contract	A contract between the Contracting Authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services.
Implementation period	The period from the signature, or alternative date if specified in the Special Conditions, until the provisional acceptance of the works (W) or until the provisional acceptance for the last lot has been issued (SUP) or until all tasks have been carried out (SER) or until all project activities have been carried out (G).
InforEuro	http://ec.europa.eu/budget/inforeuro Website necessary to make any conversion into euro of the real costs borne by a contractor or grant beneficiary in other currencies.
Incidental expenditure	The provision for incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under a service contract and the type of eligible expenditure is specified in each contract. It cannot be used for costs which should be covered by the Contractor as part of its fee rates. (SER)
Invitation to tender	Letter sent to shortlisted candidates in a restricted procedure or competitive negotiated procedure inviting them to submit a tender.
In writing	This includes any hand-written, typed or printed communication, including telex, cable, e-mail and fax transmissions.
Key expert	Expert who is defined as instrumental in the Terms of Reference and who are subject to evaluation as part of the tender. (SER)



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Liquidated damages	Liquidated damages are damages which have been agreed beforehand by the parties, and recorded in the contract, as being a genuine estimate of the loss suffered by the injured party (e.g. compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part of the contract within the contractual periods / compensation payable by the Contracting Authority to the Contractor for failure to pay within the contractual periods shall be calculated in accordance with the method(s) outlined in the general conditions).
Mixed contract	See "Hybrid contract".
Month	Calendar month.
Most economically advantageous tender	The tender proposal judged best in terms of the criteria laid down for the contract, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance in relation to the price offered. These criteria must be announced in the tender dossier.
National currency	The currency of the partner country.
Negotiated procedure	Procedure without prior publication of a contract notice, in which the Contracting Authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them. This procedure may only be used exceptionally and when duly justified.
Non key expert	Expert who is not defined as instrumental in the Terms of Reference and who is approved by the Project Manager by administrative order. (SER)
Open procedure	Calls for tender are open where all interested economic operators may submit a tender. Calls for proposals are open when the concept paper and full proposal are submitted at the same time.
Operating grant	Direct financial contribution, by way of donation, in order to finance the functioning of a body which pursues an aim of general European interest or has an objective forming part of a European Union policy (G).
Period	A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.
Plant	Appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works (W).
Price schedule	The completed schedule of prices, including the breakdown of the overall price, submitted by the contractor with his tender, modified as necessary and forming a part of the unit price contract (W).
Procurement procedure	The procedure followed by a Contracting Authority to identify, and conclude a contract with, a suitable contractor to provide defined goods, works or services.
Project	The project in relation to which the services/works/supplies are to be provided under the contract, and the project in relation to which the grant contract is awarded.



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Project manager	The person responsible for monitoring the implementation of a project on behalf of the Contracting Authority.
Provisional sum	A sum included in the contract and so designated for the implementation of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor (W).
Restricted procedure	Calls for tender are restricted where all economic operators may ask to take part but only candidates satisfying the selection criteria and invited simultaneously and in writing by the Contracting Authorities may submit a tender (applicable for services and works). Calls for proposals are restricted where all applicants may ask to take part but only the applicants who have been shortlisted are invited to submit a full proposal.
Service contract	A contract between a service provider and the Contracting Authority for the provision of services such as technical assistance or studies (SER).
Service provider	Any natural or legal person or public entity or consortium of such persons and/or bodies offering services (SER).
Services	Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs (SER).
Site	The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site (W).
Special Conditions	The special conditions laid down by the Contracting Authority as an integral part of the tender or call for proposals dossier, including amendments to the General Conditions, clauses specific to the contract and the terms of reference (SER) or technical specifications (SUP, W).
Staff	Any personnel, employee or expert working for a contractor regardless of their contractual link (SER)
Study contract	A service contract between a service provider and the Contracting Authority concerning, for example, identification and preparatory studies for projects, feasibility studies, economic and market studies, technical studies, evaluations and audits (SER).
Sub-grant	Redistribution of the grant by the grant beneficiary to a third party in the form of financial support (G)
Successful applicant	The applicant selected at the end of a call for proposals procedure for the award of contract (G).
Successful Tenderer	The tenderer selected at the end of a tender procedure for the award of contract.
Supervisor	The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority (W).



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Supervisor's representative	Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of its functions, and in exercising such rights and/or powers as have been delegated to it. In this case, references to the Supervisor will include its representative (W).
Supplier	Any natural or legal person or public entity or consortium of such persons and/or bodies offering to supply products.
Supplies	All goods the Contractor are required to supply to the Contracting Authority and where the property of what is purchased, is transferred from the contractor to the contracting authority (in the case of procurement contracts) or to the designated local partners of the beneficiary and/or final recipients of the action (in the case of grant contracts).
Supply contract	Supply contracts cover the purchase, leasing, rental or hire purchase, with or without option to buy, of products. A contract for the supply of products and, incidentally, for siting and installation shall be considered a supply contract.
Taxes	Include indirect taxes such as value added taxes, customs and import duties, other fiscal charges and duties in beneficiary countries.
Technical assistance contract	A contract between a service provider and the Contracting Authority, under which the service provider exercises an advisory role, manages or supervises a project, provides the experts specified in the contract.
Technical offer	The part of a tender which contains all non-financial elements of the tender, i.e., all elements other than the financial offer which are required by the tender dossier. The technical offer must not contain any financial indications.
Tender	A written or formal offer to supply goods, perform services or execute works for an agreed price.
Tender dossier	The dossier which contains all the documents needed to prepare and submit a tender.
Tender Price	The sum stated by the tenderer in its tender for carrying out the contract.
Tender procedure	The overall process of putting a contract out for tender, starting with the publication of a procurement notice and ending with the award of the tendered contract.
Tenderer	A natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
Technical specifications	The document drawn up by the Contracting Authority setting out its requirements and/or objectives in respect of the provision of supplies or works, specifying, where relevant, the methods and resources to be used and/or results to be achieved (SUP, W).
Terms of reference	The document drawn up by the Contracting Authority setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved (SER).



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Time limits	Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Where the last day of the period is not a working day, the period expires at the end of the next working day.
Warranty obligations	The warranty of the Contractor that the supplies are new, unused, without defects, of the most recent models and incorporate all recent improvements in design and materials. This warranty must remain valid for a maximum of 1 year after provisional acceptance. See article 32 of the General Conditions (SUP).
Works contract	Works contracts cover either the execution, or both the design and execution, of works or a work related to one of the activities referred to in Annex I to Directive 2004/18/EC or the realisation, by whatever means, of a work corresponding to the requirements specified by the Contracting Authority. A 'work' means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function (W).
Written communications	Certificates, notices, orders and instructions issued in writing under the contract.



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REFERRING TO THIS DOSSIER

MAECI	Italian Ministry of Foreign Affairs and International Cooperation
MAECI-DGCS	MAECI Directorate General for Development Cooperation
AICS	Italian Agency for Development Cooperation Italian Public Institution operational from 1 January 2016 to carry out development cooperation initiatives under the political guidance of the Italian Ministry of Foreign Affairs and International Cooperation (MAECI)
PNA	Palestinian National Authority
MoF	PA Ministry of Finance
MPWH	Ministry of Public Works and Housing
Project	STRENGTHENING NATIONAL EARLY RECOVERY AND RECONSTRUCTION PLAN OF GAZA - AID n. 10608
Memorandum of Understanding	Signed between the Palestinian National Authority, represented by the Ministry of Finance, and the Government of the Italian Republic, represented by MAECI-DGCS, by which the Government of the Italian Republic has committed itself to finance the Programme "Strengthening National Early Recovery and Reconstruction Plan of Gaza", part by a Soft Loan provided to Palestinian National Authority, part by a Grant allocated in a Special Account managed by the Ministry of Public Works and Housing.
Annex I to the MoU	Project Documents
Annex II to the MoU	Procurement Guidelines
CDP	Cassa Depositi e Prestiti Acting as the Italian Agent Bank and signatory for the Italian side of the Financial Convention, designated by the Government of the Italian Republic to provide and manage the Soft Loan, including disbursements and collection of repayments.
Financial Agreement	Signed between the Ministry of Finance of the Palestinian National Authority (the Borrower), authorized by the Government of the Palestinian National Authority, and Cassa Depositi e Prestiti (CDP).



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VOLUME 1 – Bidding Procedures



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Section I. Instructions to Tenderers

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline will lead to rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; this may result in immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide, which is applicable to this call (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

Palestinian Authority, through the Ministry of Finance, received financing from the Government of Italy, part as a Grant allocated in a Special Account managed by the Ministry of Public Works and Housing, part as a Soft Loan provided and managed by the Italian Agent Bank Cassa Depositi e Prestiti, toward the cost of the project named "Strengthening National Early Recovery and Reconstruction Plan of Gaza".

The Recipient intends to apply a portion of the Soft Loan to eligible payments under the contract for which these Bidding Documents are issued.

The Contracting Authority (Ministry of Public Works and Housing) issues these Bidding Documents for the execution of Civil Works incidental thereto as specified in Volume 3 Section VI, Schedule of Requirements.

The name and identification number of this Tender procurement are specified in the BDS.

The name, identification, and eventually number of lots of are provided in the BDS.

Throughout these Bidding Documents:

- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
- (b) if the context so requires, "singular" means "plural" and vice versa; and
- (c) "day" means calendar day.



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GENERAL PART

The Contract supports the implementation of the Civil Works for the rehabilitation of 17 damaged buildings in 'Al Nada Neighborhood (Gaza).

The subject of the Contract is the execution by the Contractor of the different Works divided in n. 4 lots:

- LOT 1: Group 2 – Buildings no. 7 – 8 – 9 / Group 3 – Buildings no. 11 - 12
- LOT 2: Group 4 – Buildings no. 14 – 15 / Group 6 – Buildings no. 20 - 21
- LOT 3: Group 5 – Buildings no. 16 – 17 – 18 - 19
- LOT 4 Group 7 – Buildings no. 22 – 23 – 24 – 25

1. FINANCING

Financing agreement between the Ministry of Finance of the Palestinian National Authority, authorized by the Government of the Palestinian National Authority, and the Italian Agent Bank Cassa Depositi e Prestiti, designated by the Government of the Italian Republic to provide and manage the Soft Loan, including disbursements and collection of repayments.

2. GENERAL INSTRUCTIONS

2.1 Tenderers can apply for only one lot, more than one lot, all of the lots, but may submit only one tender per lot.

Tenders for parts of a lot will not be considered.

2.2 Timetable

	DATE	TIME*
Clarification meeting	<Date>	< Time >
Site visit	<Date>	< Time >
Deadline for requesting any additional information from the Contracting Authority	21 days before deadline for tenders	-
Last date on which additional information are issued by the Contracting Authority	11 days before deadline for tenders	-
Deadline for submitting tenders	<Date>	< Time >
Tender opening session	<Date>	< Time >
Notification of award to the successful tenderer	at most 90 days after deadline for tenders	-
Signature of the contract	at most 150 days after deadline for tenders	-

* All times are in the time zone of the country of the Contracting Authority Provisional date



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3. PARTICIPATION

- 3.1 Participation in the call for tender is open to tenderers established in Palestine, neighbour countries and OCSE countries, subject to local laws and regulations.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the works and every supplier providing more than 10 % of the works must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural persons, companies or undertakings falling into a situation set out in Appendix to the MoU "Eligibility Criteria, Ethical Clauses, Contract General principles", annex to Bidding Documents, are not entitled to participate in this tender procedure or be awarded a contract. Should they do so, their tender will be considered unsuitable or irregular respectively. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in Volume 4 Section IX "Tender Form" Annex 3.2 "Declaration of Honour on Exclusion and Selection Criteria". The declarations must cover all the members of a joint venture/consortium. Tenderers guilty of making false declarations may also incur financial penalties and exclusion in accordance with Volume 4 Section IX "Tender Form" Annex 3.1 "Declaration of Eligibility".
- 3.5 The exclusion situation referred to in subclause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.
- 3.6 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.7 The upper limit authorised for subcontracting is 30 % of the value of the tender.

4. ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. 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. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the Contracting Authority.



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5. TENDER EXPENSES

- 5.1 The tenderer will bear all costs associated with preparing and submitting the tender. The Contracting Authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 5.2 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 its tender.

6. SITE VISIT AND CLARIFICATION MEETING

- 6.1 The tenderer is obliged to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works.
- 6.2 A clarification meeting and/or a site visit will be held by the Contracting Authority (see Point 2.2).
- 6.3 The minutes of the site visit and/or clarification will be published on the website. As proof of participation, tenderers will receive a certificate of their site visit.

TENDER DOCUMENTS

7. CONTENT OF TENDER DOCUMENTS

Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any 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 altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

8. EXPLANATIONS CONCERNING TENDER DOCUMENTS

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

*Attention: Gaza Strip, Gaza Governorate
Ministry of Public Work and Housing
General Directorate of Central Tenders
Alawda Towers, Al Nasser st
Fax number: 009708/2853111
Electronic mail address: mpwh@gov.ps*

The Contracting Authority has no obligation to provide additional information after this date.

The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

- 8.2 The questions and answers will be transmitted to all tenderers at the same time.
The questions and answers will be published on the following website:



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www.mpwh.ps

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority during the tender period may be excluded from the tender procedure.

9. MODIFICATIONS TO TENDER DOCUMENTS

9.1 The Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submitting tenders.

9.2 Each modification published will constitute a part of the tender documents and will be published on the following website:

www.mpwh.ps

9.3 The Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDER PREPARATION

10. LANGUAGE OF TENDERS

10.1 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. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in English.

10.2 If supporting documents are not written in English, a translation into the language of the call for tender must be attached.

11. CONTENT AND PRESENTATION OF TENDER

11.1 Tenders must satisfy the following conditions:

- (a) Tenders must comprise the documents and information in clause 13 below.
- (b) The tender must be signed by a person or persons empowered by power of attorney submitted in accordance with Section XI "Bidding Forms" Annex 4 "Questionnaire" - Form 4.3 "Power of attorney" of the tender dossier.
- (c) The relevant pages of the documents specified in clause 12 must be signed as indicated.
- (d) The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

11.2 The tenderer may submit a tender for one lot only, more than one lot, all of the lots.

- (a) Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the entire quantity or quantities indicated



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for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration.

- (b) Contracts will be awarded lot by lot, but the Contracting Authority must choose the most favourable overall solution taking account of the discounts offered.
- (c) Each tenderer awarded will be assigned a single lot (4 lots to 4 awarded tenderer).

12. INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

12.1 All tenders must comprise the following information and duly completed documents, using the form provided:

Part 1: General information about the tenderer

- (a) Bidder Information Form using the form provided in Volume IV, Section XI;
- (b) Bid Submission Form, using the form provided in Volume IV, Section XI;
- (c) Declaration of Eligibility, using the form provided in Volume IV, Section XI;
- (d) Declaration of honour on exclusion criteria and selection criteria, using the form provided in Volume IV, Section XI;
- (e) Documentation as required in the Questionnaire in Volume IV, Section XI, including all forms attached;
- (f) Cash flow statements.
- (g) Copies of the most recent documents showing the organisation chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow the forms in Volume IV, Section XI, Unit 4 of the tender dossier:
 - general information about the tenderer (Form 4.1)
 - organisation chart (Form 4.2)
 - power of attorney (Form 4.3).
- (h) Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last three years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume IV, Section XI, Unit 4 of the tender documents.
- (i) Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume IV, Section XI, Unit 4 of the tender documents.
- (j) Legal Entity File (Volume IV, section XI, Unit 4, Form 5.1) and Financial identification form (Volume IV, Section XI, Unit 4, Form 5.2).
- (k) Information about the tenderer's technical qualifications. This information must follow the forms in Volume IV, Section XI, Unit 4 of the tender documents and include:
 - a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1);



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- a list of the staff proposed for execution of the contract, with the CVs of key staff, a list of plant for execution of the contract (Forms 4.6.1.2 and 4.6.1.3). The descriptions must demonstrate the tenderer's ability to complete the works.
 - The tenderer must indicate whether this equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);
 - a work plan with brief descriptions of the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and staff it proposes to use on the main areas of work;
 - information regarding the proposed main site office (Form 4.6.3);
 - a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
 - data on subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
 - evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and contractually committed (Form 4.6.4). The evidence must include successful experience as the prime contractor in execution of works of the same nature and complexity comparable to the works concerned by the tender during the last 3 years;
 - if applicable, information on tenderers involved in a joint venture/consortium (Form 4.6.5);
 - details of their litigation history over the last 5 years (Form 4.6.6);
 - an outline of the quality assurance system(s) to be used (Form 4.6.7).
 - details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
 - any other information (Form 4.6.9).
- (l) Proof documents, declarations and undertakings according to clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium and all subcontractors as specified.
- (m) Tender guarantee, using the form provided in Part IV, section XI, Unit 4, Form 7)
- (n) If obligatory site visit: Site visit certificate.

Part 2: Financial offer:

- (o) The forms provided in Volume IV, section XI, Unit 5:
- 5.1 - Bill of Quantities
 - 5.2 - Detailed Breakdown of Prices



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5.3 - Basic Prices for Labour, Materials and Equipments

5.4 - Detailed breakdown of site costs (Fc)

5.5 - Detailed breakdown of the general costs (Fg)

The prices in Part IV are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders.

The Detailed Breakdown of Prices must be used when required for any purpose under the contract, notably to provide the coefficients for applying the price revision formula referred to in Article 48.2 of the Special Conditions. The tenderer must provide clear arithmetical calculations for the proposed coefficients.

For tenders below the international threshold (5 000 000 Euros) it is not compulsory for the Contracting Authority to request tenderers to provide the information required in the Detailed Breakdown of Prices in Volume 4. However, given that the price revision formula referred to in Article 48.2 of the Special Conditions uses the coefficients provided by the Detailed Breakdown of Prices, the decision not to ask for the detailed breakdown of prices implies that the Contracting Authority will use its own established price revision formula.

- (p) Manufacturer's Authorization, if any Good is requested.

13. EVALUATION OF TENDERERS

- 13.1 In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12 above and any additional forms tenderers may wish to use.

The selection criteria for each tenderer are as follows:

Economic and financial capacity of candidate:

The objective of this criterion is to examine whether or not the candidate (i.e. the consortium as a whole, for applications from consortia):

- will not be economically dependent on the Contracting Authority if the contract is awarded to it; and
- has sufficient financial stability to take on the proposed contract.

For more details, see Section III "Evaluation and Qualification Criteria".

Technical and professional capacity of candidate:

The objective of this criterion is to examine whether or not the tenderer:

- has sufficient on-going staff resources, expertise and experience to be able to take on the proposed contract;
- is not a so-called 'body shop', i.e. a candidate with no real expertise in fields related to the contract but which simply identifies and proposes experts to fit the project description.

The Contracting Authority reserves the right to ask for copies of certificates of final acceptance signed by the supervisors/contracting authority of the projects concerned.



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An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may not be considered appropriate by the Contracting Authority are when the tenderer relies mostly on the capacity of other entities or when it relies on key criteria. If the tenderer relies on other entities, it must prove to the Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be furnished at the request of the Contracting Authority.

For more details, see Section III "Evaluation and Qualification Criteria".

13.2 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 in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members. See Form 4.6.5 in Volume IV, section XI, Unit 4.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

14. TENDER PRICES

14.1 The currency of the tender is EUR.

14.2 The tenderer must provide a Bill of Quantities and Price Schedule in euro. The tender price must cover all works as described in the tender documents. All sums in the Bill of Quantities and Price Schedule, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.

14.3 Tenderers must quote all components of the Bill of Quantities and Price Schedule.

15. PERIOD OF VALIDITY OF TENDERS

15.1 Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 19.

15.2 In exceptional circumstances, the Contracting Authority may, before the validity period 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 its tender guarantee. If the tenderer decides to accept the request, it may not amend its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender.



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- 15.3 The successful tenderer must maintain its tender for a further 60 days. This period is in addition to the validity period, irrespective of the date of notification.

16. TENDER GUARANTEE

- 16.1 The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume IV, section XI, Unit 7 of the tender dossier, or in another form acceptable to the Contracting Authority that meets the essential requirements set out therein.

The tender guarantee must be for an amount of :

LOT 1: EUR 3000

LOT 2: EUR 3000

LOT 3: EUR 3000

LOT 4: EUR 3000

The original guarantee must be included in the original tender.

- 16.2 It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority.
- 16.3 The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.
- 16.4 The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.
- 16.5 The tender guarantee of the successful tenderer must be released when the tenderer has signed the contract and provided the requisite performance guarantee.

17. VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.

SUBMISSION OF TENDERS

18. SEALING, MARKING AND SUBMITTING TENDERS

- 18.1 The complete tender must be submitted in 1 (ONE) original, clearly marked 'original' and 2 (TWO) copies, clearly marked 'copy'. In the event of any discrepancy between them, the original will prevail.
- 18.2 The General Information Forms and Financial Offer Forms must be placed separately in sealed envelopes.

The envelopes should then be placed together in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

The inner and outer envelopes shall bear the following identification marks: "**Buiding Rehabilitation in 'Al Nada - Tender no.____**".



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- 18.3 All tenders must be received by the Contracting Authority before the deadline **<date and time>**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by **<insert name>** or its representative.

The tender must be sent to the following address:

*Gaza Strip, Gaza Governorate
Ministry of Public Work and Housing
General Directorate of Central Tenders
Alawda Towers, Al Nasser st*

If tenders are hand delivered they should be delivered to the following address:

*Gaza Strip, Gaza Governorate
Ministry of Public Work and Housing
General Directorate of Central Tenders
Alawda Towers, Al Nasser st*

opening hours:.....

- 18.4 Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- (a) the above address;
- (b) the reference code of this tender procedure;
- (c) the words 'Not to be opened before the tender opening session'.
- (d) the name of the tenderer.

19. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The Contracting Authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

20. LATE TENDERS

- 20.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The guarantees will be returned to the tenderers.

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

21. ALTERING AND WITHDRAWING TENDERS

- 21.1 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. Withdrawals must be unconditional and will end all participation in the tender procedure.

- 21.2 Any notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked 'alteration' or 'withdrawal', as appropriate.

- 21.3 Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.



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OPENING AND EVALUATING TENDERS

22. OPENING TENDERS

22.1 The purpose of opening and examining tenders is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.

22.2 The tenders will be opened in public session on <date and local time> at:

*Gaza Strip, Gaza Governorate
Ministry of Public Work and Housing
General Directorate of Central Tenders
Alawda Towers, Al Nasser st*

by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

22.3 At the tender opening session, the tenderers' names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the Contracting Authority may consider appropriate may be announced.

22.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

22.5 Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.

23. EVALUATING TENDERS

The Contracting Authority reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. 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.

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

23.1 Examination of the administrative compliance of tenders

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.

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.



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Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

- has been properly signed;
- includes a correct tender guarantee;
- meets the requirements as set out in the administrative compliance grid;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

23.2 Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 23.1.

The purpose of the evaluation process is to identify the tenderer which for the lowest cost is most likely to enable the Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the published criteria and is within the budget available. The evaluation of tenders may take into account not only the construction costs but, if necessary, the operating costs and resources required (ease of operation and maintenance), in line with the technical specifications. The Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

At this step of the evaluation procedure, the committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

23.3 Financial evaluation

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened.

After the technical evaluation is completed the Contracting Authority shall notify in writing tenderers the date, time and location for opening the Financial Proposals. The opening date should allow tenderers sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of financial proposals is optional.

Financial envelopes will be returned unopened after completing the selection process to those tenderers, whose technical proposals did not meet the minimum qualifying mark or were considered non responsive to the technical specifications.

Financial envelopes shall be opened publicly in the presence of the tenderers' representatives who choose to attend. The financial envelope will then be inspected to confirm that they have remained sealed and unopened.

The Evaluation Committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

When analysing the tender, the Evaluation Committee will calculate the final tender price after adjusting it on the basis of Clause 24.



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24. CORRECTING ERRORS

- 24.1 Possible errors in the financial offer 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.
- 24.2 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, its tender will be rejected and its tender guarantee forfeited.

CONTRACT AWARD

25. AWARD CRITERIA

The sole award criterion will be the price.
Each tenderer awarded will be assigned a single lot (4 lots to 4 awarded tenderer).

26. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiry of the validity period of tenders, the Contracting Authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared 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 clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

Documentary evidence required from the successful tenderer:

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence, documents or statements must carry a date, which cannot be more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then. The above-mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other subcontractor or supplier, the successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In the event of doubt on this declaration of honour, the Contracting Authority must request documentary evidence that they are not in a situation of exclusion.

Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 13.2 above will be requested unless satisfactory documents are already included in the tender.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.



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After the contract has been signed and the successful tenderer has provided the performance guarantee, in accordance with Clause 26, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

27. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

- 27.1 Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable) to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 27.2 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled, without prejudice to the Contracting Authority's right to invoke 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.
- 27.3 The performance guarantee referred to in the General Conditions is set at **Ten (10)%** of the amount of the contract and must be presented in the form specified in the annex to the tender dossier, except where it takes the form of a certified cheque or a cash deposit.

28. CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, where:

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

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

29. ETHICS CLAUSES

- 29.1 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



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process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

- 29.2 Without the Contracting Authority's prior written authorisation, the Contractor and its 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 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.
- 29.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that it is not affected by any conflict of interest, and that it 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.
- 29.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.
- 29.5 For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 29.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 29.7 The Contractor and its 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.
- 29.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during execution of the contract.
- 29.9 The Contractor must refrain from any relationship likely to compromise its independence or that of its 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.
- 29.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process 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.
- 29.11 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. 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



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is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

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

29.14 The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

30. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

31 DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), it will be processed solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of Union law.

32 EARLY WARNING SYSTEM AND CENTRAL EXCLUSION DATABASE

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- Decision of 13.11.2014 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 329, 14.11.2014, p.69) or
- Commission Regulation of 17.12.2008 on the Central Exclusion Database (CED) (OJ L344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract.



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Section II. Bidding Data Sheet (BDS)

The following specific data for the service contract shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Clause Reference	A. General
ITT 1	The name of the Project is: STRENGTHENING NATIONAL EARLY RECOVERY AND RECONSTRUCTION PLAN OF GAZA
	The Contracting Authority is: <i>Palestinian National Authority Gaza Strip, Gaza Governorate Ministry of Public Work and Housing Alawda Towers, Al Nasser st</i>
	The name of the Tender is: BUILDINGS REHABILITATION IN AL NADA The identification number of the Tender is: <div style="background-color: yellow; width: 100px; height: 15px;"></div>
ITT 2	Payments will be made directly to the Contractor, upon request by the Borrower in according with the Contracting Authority, after authorisation by the Italian Competent Authorities and in terms and conditions of the Financing Agreement between the Borrower and the Bank (hereinafter called "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
ITT 3.1	In the case of a JV: (a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable; and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
	A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of



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	<p>proposed subcontractors or suppliers for any part of the Contract including Related Services.</p> <p>Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Contracting Authority.</p> <p>Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof).</p> <p>Non-Italian enterprises shall qualify according to their respective national law.</p>
<p>ITT 3.4</p>	<p>ELIGIBILITY CRITERIA, ETHICAL CLAUSES, CONTRACT GENERAL PRINCIPLES</p> <p>This Annex harmonizes the latest edition of the “<i>Rules and Procedures for service, supply and works contracts financed from the general budget of the European Commission in the context of cooperation with third countries</i>” with the fundamental principles of Italian law on procurement and development aid.</p> <p>1. CONTRACTOR ELIGIBILITY</p> <p>1.1 THE RULE ON OBJECTIVITY AND IMPARTIALITY</p> <p>To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.</p> <p>1.2 THE RULE ON ECONOMIC, FINANCIAL, PROFESSIONAL, AND TECHNICAL CAPACITY</p> <p>The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:</p> <p>1.2.1 <i>Economic and financial standing</i>: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.</p> <p>1.2.2 <i>Professional and technical capacity</i>: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.</p> <p>1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.</p> <p>1.3 GROUND FOR EXCLUSION FOR PARTICIPATION IN CONTRACTS</p>



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

- 1.3.1 They are in the conditions as referred to in the Italian Legislative Decrees 6.9.2011, n. 159 and 15.11.2012, n. 218 ('Antimafia). Italian tenderers/offers must provide a self-declaration that they are not in the conditions as referred to in the Italian Legislative Decrees 6.9.2011, n. 159 and 15.11.2012, n. 218 ('Antimafia). Non-Italian tenderers/offers must provide an equivalent self-declaration, if issuable under their respective National law.
- 1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.
- 1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.
- 1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- 1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.
- 1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.
- 1.3.8 They are guilty of serious misrepresentation in supplying the information required by AICS as a condition of participation in a tender procedure or contract.
- 1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with AICS or another contract financed with Italian funds.

2. CONTRACT GENERAL PRINCIPLES

- 2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.
- 2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.
- 2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders. In presence of adequately motivated technical reasons, even less than three eligible offers may be accepted, shall the fundamental principles mentioned in the introduction be respected.
- 2.4 Contracts may not be modified, unless the modification is approved by AICS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement



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	<p>whatsoever for activities carried out without prior authorization. If AICS or the Contracting Authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.</p> <p>2.5 Bidding documents shall specify the financial resources available for the contract to be awarded.</p> <p>2.6 Modifications of supply and service contracts shall be effective upon AICS prior authorization, which may only be granted in the following cases:</p> <p>2.6.1) modifications of applicable laws and regulations;</p> <p>2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;</p> <p>2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;</p> <p>2.6.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;</p> <p>2.6.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;</p> <p>2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;</p> <p>2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.</p> <p>2.7 Modifications of works contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:</p> <p>2.7.1) modifications of applicable laws and regulations;</p> <p>2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;</p> <p>2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;</p> <p>2.7.4) geological problems not predictable in the executive project;</p> <p>2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for the damages;</p> <p>2.7.6) unless otherwise provided, the above-mentioned modifications may not exceed 20% of the total contract amount; the contractor may not refuse the above mentioned modifications; such modifications shall be executed at the same contractual conditions;</p> <p>2.7.7) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.</p> <p>2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall</p>
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be automatically terminated.

- 2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.
- 2.10 Contract prices shall be firm, fixed, and non-revisable.
- 2.11 Contract prices shall be denominated and paid exclusively in euros. Exchange rate risk or variations may not be subject to compensation whatsoever.
- 2.12 The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.
- 2.13 In case of malice or grave negligence, contractors' liability may not be limited.
- 2.14 Contract execution shall be governed by the law of the beneficiary state.
- 2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.
- 2.16 Bidding documents shall include the above-mentioned principles.
- 2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 ELIGIBLE AND INELIGIBLE COSTS

- 3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.
- 3.2 In any case, the following items shall not be considered eligible:
- a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);
 - b) goods, services and civil works directly or indirectly connected to police or military activities;
 - c) non-income / non-profit taxes (including VAT) and import duties;
 - d) provisions for outstanding debts and future losses of the beneficiary or the final users;
 - e) interests owed by the beneficiary or the final users to any third party.

4. ETHICAL CLAUSES

- 4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;
- 4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or



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	<p>supply equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.</p> <p>4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.</p> <p>4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of AICS has been obtained.</p> <p>4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.</p> <p>4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).</p> <p>4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.</p> <p>4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.</p> <p>4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.</p> <p>4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.</p> <p>4.11 AICS reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.</p> <p>4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not</p>
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	<p>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.</p> <p>4.13 Contractors undertakes to supply AICS on request with supporting evidence regarding the conditions in which the contract is being executed. AICS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.</p> <p>4.14 Contractors found to have paid unusual commercial expenses on Projects funded by the AICS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving AICS funds.</p> <p>4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other AICS contracts and in penalties. The individual or company in question must be informed of the fact in writing.</p> <p>4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.</p>
ITT 7	<p>The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below.</p> <p>VOLUME 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Tenderes (ITT) • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria <p>VOLUME 2 Contract and Annexes</p> <ul style="list-style-type: none"> • Section IV. General Conditions of Contract (GCC) • Section V. Special Conditions of Contract (SCC) • Section VI. Eligibility Criteria, Ethical Clauses, Contract General Principles • Section VII. Contract Form • Section VIII. Other Forms <p>VOLUME 3 Technical Requirements</p> <ul style="list-style-type: none"> • Section IX. Schedule of Requirements • Section X. Technical Specifications <p>VOLUME 4 Bidding Forms</p> <ul style="list-style-type: none"> • Section XI. Bidding Forms <p>VOLUME 5 Financial Offer</p> <ul style="list-style-type: none"> • Section XII. Financial Offer Forms <p>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.</p>
ITT 13	<p>In the case of JV Bidder, a copy of the JV Agreement entered into by the partners or a Letter of Intent to execute a JV Agreement in the event of a successful bid, with a copy of the proposed Agreement.</p>



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	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Resolution of the firm in case bidder is a corporation, Power of Attorney signed by the owner in case the signatory is not the owner and the bidder is sole proprietor, and Power of Attorney or Joint Venture Resolution in case of Joint Venture (JV) signed by all partners of the JV authorizing the signatory to sign on behalf of the JV in case of joint ventures.</p> <p>Failure to submit a written confirmation of authorization to sign on behalf of the Bidder may result to rejection of bids.</p>
	<p>Italian Bidders must provide the “Certificato Antimafia”, issued by the competent Italian authorities.</p> <p>Non-Italian tenderers must provide equivalent certificates, stating that the firm has no records of association with criminal organizations, if issuable under their respective national law, or a letter stating that the certificate is non-issuable under their respective national law.</p>
	<p>Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof).</p> <p>Non-Italian enterprises shall qualify according to their respective national law.</p>
ITT 13	<p>In the case of JV Bidder, the total turnover of the Bidder in the last three years in the same field of the Bid is the sum of the turnovers of the single parties constituting the JV.</p>
	<p>Enterprises that have been established for less than three years may prove their economic and financial standing with any document which the Contracting Authority may deem appropriate.</p>
	<p>In the case of a JV Bidder, all the parties constituting the JV shall provide the record of the activities performed during the last three years.</p>
	<p>Enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the Contracting Authority may deem appropriate.</p>
	<p>For more informations, see “Section III. Evaluation and Qualification Criteria - Postqualification Requirements”.</p>
ITT 14	<p>Bidders shall be allowed to quote separate prices for one or more Lots.</p>
	<p>Alternative Bids “<i>shall not be</i>” considered.</p>
	<p>The prices charged “<i>shall not</i>” be adjustable.</p>
	<p>Bidders “<i>shall not</i>” have the option of submitting their bids electronically.</p>
ITT 24.2	<p>The Employer 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.</p> <p>The Employer shall evaluate the technical aspects of the Bid submitted, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents</p>



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	<p>have been met without any material deviation or reservation.</p> <p>The Employer shall evaluate the Eligibility of the Goods in accordance with Section III, Evaluation and Qualification Criteria, to confirm that the country of origin declarations in the Price Schedule Forms have been met without any material deviation or reservation.</p> <p>If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Bid is not substantially responsive, it shall reject the Bid.</p>
ITT 24.3	<p>The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Financial Offer shall conform to the requirements specified below:</p> <ul style="list-style-type: none"> – The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. All lots and items must be listed and priced separately in the Price Schedules. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. – The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered. – All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. – The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form. – Prices shall be quoted as specified in each Detailed Breakdown of Prices, included in Section XI, Bidding Forms. The Detailed Breakdown of Prices must be used when required for any purpose under the contract, notably to provide the coefficients for applying the price revision formula referred to in Article 48.2 of the Special Conditions. This shall not in any way limit the Employer's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section III, Evaluation and Qualification Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. <p>Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a Lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with "Section III. Evaluation and Qualification Criteria – Multiple Contracts" provided the bids for all Lots are submitted and opened at the same time.</p>
ITT 25	<p>To evaluate a Bid, the Employer shall use all the factors, methodologies and criteria defined in "Section III. Evaluation and Qualification Criteria".</p> <ul style="list-style-type: none"> – evaluation will be done for Lots; and the Bid Price is quoted in accordance with "Section III. Evaluation and Qualification Criteria – Multiple Contracts"; – price adjustment for correction of arithmetic errors; – price adjustment due to discounts offered to multiple Lots; <p>These Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Employer to award one or multiple lots to more than one Bidder. The</p>



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	<p>methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in "Section III, Evaluation and Qualification Criteria".</p> <p>The Employer 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.</p>
ITT 26	<p>Each contract to be signed between the Contracting Authority and the selected firm will be sent, through the official channels to AICS.</p> <p>After having verified the compliance of the contract with the tender documentation, AICS will send to CDP the authorisation for the allocation of the contract in the credit line.</p> <p>Upon receipt of such authorisation CDP will complete the inquiry concerning the Supplier .</p> <p>The successful result of such inquiry and the receiving of the request of financing from the Borrower, will cause the final allocation and financing of contract.</p> <p>For more informations, see Volume 2 "Contract and Annexes".</p> <p>The Contracting Authority reserves the right to vary quantities specified in the tender at the time of contracting and during the validity of the contract.</p> <p>The above-mentioned modifications may not exceed 20% of the total contract amount; the contractor may not refuse the above mentioned modifications; such modifications shall be executed at the same contractual conditions.</p>



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Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Employer may use to evaluate a bid and determine whether a Bidder has the required qualifications.

Contents

1. Rules of Nationality of the Companies and Origin of the Goods
2. Domestic Preference
3. Qualification Requirements
4. Evaluation of Bids
5. Multiple Contracts
6. Stages in the evaluation process
7. Tender opening checklist
8. Tender opening report
9. Administrative compliance Grid
10. Evaluation Grid
11. Evaluation Report
12. Successful Award Notification Letter
13. Unsuccessful Award Notification letter



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1. Rules of Nationality of the Companies and Origin of the Goods

In accordance with the terms and conditions of:

- The Memorandum of Understanding, in the framework of the project “Strengthening National Early Recovery and Reconstruction Plan of Gaza”, between the Government of Italy as represented by the Ministry of Foreign Affairs, acting through the Directorate General for Cooperation and Development, and the Palestinian Authority as represented by the Ministry of Finance;
- The Financial Conventions, between the Palestinian Authority as represented by the Ministry of Finance and the Italian Agent Bank Cassa Depositi e Prestiti, designated by the Government of the Italian Republic to provide and manage the Soft Loan, including disbursements and collection of repayments;

1. The funds of the Soft Loan shall finance civil works as well as supply of goods and services of Italian origin, for a minimum amount of 5% (five per cent) of the financing on Loan Agreement;

In this phase, the usage of Italian origin goods may be preferable but not mandatory.

2. The procedures can be restricted to the Italian Companies.

Not Applicable

2. Domestic Preference

Not Applicable

3. Qualification Requirements

Before determining the lowest-evaluated bid, the Employer shall carry out the qualification of the Bidder, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Economic and financial standing:

- the average annual turnover of the tenderer must be at least equivalent to the annualised maximum budget of the Contract; and
- Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s) as in Section XI “Bidding Forms” Annex 4 “Questionnaire” - Form 4.4 “Financial Statement”:

1. To present duly ORIGINAL certified copies of the last three (3) years balance sheet profit and loss account; these copies shall be certified by the Bidder Tax Authorities. The Employer reserves the right to communicate with the bidder Tax Authorities with regard of the accuracy of these certified documents.



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2. To show a financial turnover of the last three (3) years balance sheet of at least the amount of the Contract;
 3. To have no overdue debts of any kind towards the Revenue Authorities and local property taxes.
- (b) **Professional capacity:** candidates/bidders shall provide a list of staff resources dedicated to this contract as well as the plant proposed and available for implementation of the Contract and the work plan for the execution of the works, as in Section XI "Bidding Forms" Annex 4 "Questionnaire" - Form to 4.6.1 to 4.6.3.
- (c) **Technical capacity:** candidates/bidders shall provide a list of contracts of similar nature and scale performed during the past three (3) years, as in Section XI "Bidding Forms" Annex 4 "Questionnaire" - Form 4.6.4 "Experience as Contractor".

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

1. To present a list of reference for executed works with similar characteristics as for those requested with an average budget at least equivalent to the annualised maximum budget of the Contract during the period of last 3 years from the submission deadline, as well as execution in progress;
2. To show a profile description of the company;

Specific Requirements to evaluate professional and technical capacity of the candidate/bidder:

- it must carry out at least 70 % of the contract works using its own resources, which means that it must have the equipment, materials, human and financial resources necessary to carry out that percentage of the contract.
- if it is the lead member of a joint venture/consortium, it must be able to carry out at least 50 % of the contract works using its own means.
- if it is a partner of a joint venture/consortium (i.e. not the lead member) it must be able to carry out at least 10 % of the contract works using its own means.

Enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

4. Evaluation of Bids

The sole award criterion will be the price.

The Employer's evaluation of a bid may take into account, in addition to the Bid prices, one or more of the following factors, using the following criteria and methodologies.

- (a) Delivery schedule
Not Applicable
- (b) Deviation in payment schedule
Not Applicable
- (c) Project operating and maintenance costs
Not Applicable



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- (d) Performance and productivity of the equipment
Not Applicable
- (e) Cost of inland transportation of the equipment
Inland transport to the specified destinations and unloading of equipment shall be included in bid price.

5. Multiple Contracts

Not Applicable

Tenderers can apply for only one lot, more than one lot, all of the lots, but may submit only one tender per lot.

Each tenderer awarded will be assigned a single lot (4 lots to 4 awarded tenderer), taking into account to award the most value contract to tenderer submitting the lowest financial offer.

Abnormally low tenders

Contracting authorities can reject bids that appear to be abnormally low in relation to the goods, concerned.

However rejection on that ground alone is not automatic.

The concerned Bidder must be asked, in writing, to provide details of the constituent elements of its tender, notably those relating to compliance with employment protection legislation and working conditions in the location of the contract, such as the economics of the products, the manufacturing process, the technical solutions chosen or any exceptionally favourable condition available to the Bidder, the originality of the tender. In view of the evidence provided by the Bidder, the Contracting Authority decides on whether to reject the tender or not.

6. Stages in the evaluation process

1. Receipt and registration of tenders

On receiving tenders, the contracting authority must register them, stating the date and time of reception. It must provide a receipt for tenders delivered by hand. The envelopes containing the tenders must remain sealed and be kept in a safe place until they are opened. The outer envelopes of tenders must be numbered in order of receipt (whether or not they are received before the deadline for submission of tenders).

2. Preparatory meeting

The first meeting of the evaluation committee should be held before the tender opening session. The tender dossier should have been distributed in advance to the members of the evaluation committee.

The chairperson states the purpose of the tender, the procedures to be followed by the evaluation committee including the evaluation grid and selection and award criteria specified in the tender dossier.

3. Tender opening session

The purpose of the tender opening session is to check that the tenders are complete, that the requisite tender guarantee has been provided and that the tenders are generally in order.

The tender opening session is a formal, public process. The evaluation committee opens the tenders in public at the place and time set in the tender dossier. Although it is public, participation in the tender opening session is restricted to representatives of the companies that are tendering for the contract.



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See the **Tender opening checklist** below for the detailed formalities to be carried out by the Chairperson with the assistance of the Secretary.

The chairperson must check that no member of the Evaluation Committee has a potential conflict of interest with any of the tenderers (on the basis of the tenders received, consortium members and any identified subcontractor).

The evaluation committee must decide whether or not tenders comply with the formal requirements. The summary of tenders received, which is attached to the **Tender opening report**, below, must be used to record whether each of the tenders complies with the formal submission requirements. The minutes of this meeting are included in the tender opening report and this must be made available to the tenderers on request.

Any tender guarantee must be returned to the tenderers which do not comply with the formal submission requirements. This implies that any tenders which arrive after the submission deadline must also be opened (after the opening session) so that the guarantees can be returned.

4. Evaluation of technical offers

The evaluation committee must use the **Administrative compliance grid** and the **Evaluation grid** published below in the tender dossier.

During the technical evaluation, the evaluation committee analyses whether the tenders satisfy the requirements set in the tender dossier. This includes any service components included in the technical specifications. The results are recorded in a YES/NO grid for all the items specified in the tender dossier. No scoring method should be used. If the tender is divided into lots, the evaluation should be carried out lot by lot.

With the agreement of the majority of the evaluation committee voting members, the chairperson may write to tenderers whose submissions require clarification, asking them to reply within a reasonable deadline set by the evaluation committee.

Administrative compliance

Before conducting a detailed evaluation of the tenders, the contracting authority checks that they comply with the essential requirements of the tender dossier (i.e. the administrative compliance grid).

A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those which affect the scope, quality or performance 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.

Each offer is examined for compliance with the tender dossier, in particular that:

- the documentation is complete
- the language required by the tender dossier has been used

For consortia: the confirmation of association and designation of a lead company has been signed by all consortium members.

For tenderers intending to subcontract tasks (if permitted by the tender dossier): the tenderer has included a statement regarding the content and extent of subcontracting envisaged, which must be within the limit stated in the tender dossier.

The administrative compliance of each of the tenders must be recorded in the **Evaluation report** below.



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Financial, professional and technical compliance

The criteria to be applied are those published in the tender dossier and, accordingly, the evaluation grid included in the tender dossier must be used. Under no circumstances may the evaluation committee or its members change the evaluation grid communicated to the tenderers in the tender dossier.

The purpose of this evaluation is to assess whether or not the candidate / bidder meet the financial, professional and technical evaluation requirements and the competing tenders meet the minimum technical requirements.

Rule of origin: In case of any doubt as to the origin of goods, additional information must be requested. The tenderer will be required to provide proof of origin in the form of a certificate of origin or other official documentation as prima facie evidence, before the contract is signed if possible.

Tenders which clearly fail to satisfy the rule of origin must be rejected.

Nationality of Contractors / Subcontractor: The evaluation committee must check at this stage that the nationalities of any Contractor / Subcontractors identified in the technical offers comply with the nationality rule.

Having evaluated the tenders, the evaluation committee must then rule on the technical compliance of each tender, classifying it as technically compliant or not technically compliant. Where contracts include after-sales service and/or training, the technical quality of such services is also assessed in accordance with the published criteria.

5. Evaluation of financial offers

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no obvious arithmetical errors. Any obvious arithmetical errors are corrected without penalty to the tenderer.

6. Choice of contractor

The successful tenderer is the one submitting the least expensive tender classified as 'technically compliant' during the technical evaluation.

7. The evaluation committee's conclusions

As a result of its deliberations, the evaluation committee may make any of the following recommendations:

- Award the contract to the tenderer which has submitted a tender:
 - which complies with the formal requirements and the eligibility rules;
 - whose total budget is within the budget available for the project;
 - which meets the technical requirements specified in the tender dossier; and
 - which is the least expensive tender (satisfying all of the above conditions).
- Cancel the tender procedure.

The report is drawn up. The contracting authority will then take its decision.

The entire evaluation procedure, including notification of the successful tenderer, must be completed while the tenders are still valid. It is important to bear in mind that the successful tenderer might be unable to maintain its tender if the evaluation procedure takes too long.



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Subject to the contracting authority's legislation on access to documents, the entire tender procedure is confidential from the end of the tender opening session until both parties have signed the contract. The evaluation committee's decisions are collective and its deliberations must remain secret. The evaluation committee members and any observers are bound to secrecy.

The evaluation report is for official use only and may be divulged neither to tenderers nor to any party outside the authorised services of the contracting authority and the supervisory authorities (e.g. the Court of Auditors).



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TENDER OPENING CHECKLIST

Step	
Preparatory session	
1. Chairperson describes the scope of the proposed contract, identifies the organisation(s) responsible for preparing the tender dossier, and summarises the essential features of the tender procedure to date, including the evaluation grid published as part of the tender dossier.	
2. All tender envelopes must be numbered according to the order in which they have been received.	
3. Chairperson verifies that all tender envelopes which have been received are available at the tender opening session.	
Tender opening session	
1. Tenderers' representatives attending the meeting must sign the presence list (attached to the tender opening report, Annex C6)	
2. All tender envelopes are handed over to the Chairperson.	
3. Chairperson and Secretary verify that all tender envelopes are sealed and in good condition.	
4. Chairperson and Secretary open the tender envelopes in order of receipt. They mark the tender envelope number on the front page of each document. The Chairperson and Secretary initials the first page of all original documents and all pages of the original financial offer. Only the envelopes received before the submission deadline should be opened.	
5. For each tender envelope, the Chairperson and Secretary announce and check that the summary of tenders received correctly records: <ul style="list-style-type: none"> ☐ the registration number on the envelope, ☐ the name of the tenderer, ☐ the date (and time, for those received on the last date for submission of tenders) of receipt, ☐ the condition of the outer envelope, ☐ whether or not the tenderer has included a tender form for a supply contract, ☐ the total financial offer and any discounts applicable (exact wording as in the tender form), ☐ whether or not a tender guarantee has been provided, if required. ☐ overall decision regarding suitability of tenders for further evaluation 	



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<p>6. The Chairperson reminds the Committee members of the following:</p> <p><i>Participants in this evaluation who might be, by any reason or mean, in a situation of conflict of interest, direct or indirect, actual or potential, please let us know and withdraw from this procedure.</i></p> <p><i>Shall be considered as being in a situation of conflict of interest any person having "shared interest" with one or more of the tenderers and partners if any, and subcontractors, which may compromise the objective and impartial exercise of his/her functions as member of this Committee. Shared interest might result inter alia from reasons involving family, emotional life, political or national affinities, economic interest – such as an employment contract-.</i></p> <p>If any person points out a conflict of interest to the Chairperson, the Chairperson shall ask him/her to withdraw from the procedure. Once these persons have withdrawn from the Committee, the Chairperson continues reminding the following:</p> <p><i>All the participants in the evaluation of this tender procedure must guarantee impartiality and confidentiality in order to avoid any conflict of interest that may distort and condition the sound and fair progress of it.</i></p> <p>All members of the Evaluation Committee and any observers sign declarations of impartiality and confidentiality.</p>	
<p>7. Chairperson signs the summary of tenders received.</p>	
<p>8. All members of the Evaluation Committee sign the tender opening report.</p>	



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TENDER OPENING REPORT

Contents: Timetable
Observers
Minutes
Conclusion
Signatures

Annexes: Summary of tenders received
List of tenderers' representatives
Declarations of Impartiality and Confidentiality

1. Timetable

	DATE	TIME	VENUE
Publication of contract notice			
Deadline for submission of tenders			
Tender opening session			

2. Observers

Name

Representing

3. Minutes

The tender opening session was based on the register of tenders received, which was prepared using the information on the envelopes. Each tender envelope had been given a sequential number by the Contracting Authority upon receipt.

The Chairperson and Secretary completed the attached Summary of tenders received during the tender opening session. Only tenders contained in envelopes received by the deadline for submission of tenders were opened.



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The following tenderers withdrew their tenders before the end of the tender opening session:

Tender envelope number	Tenderer name	Reason (if known)

All members of the Evaluation Committee (and observers) signed Declarations of Impartiality and Confidentiality, which are attached to this report. The tender envelope number was marked on all copies of the tenders. The Chairperson and the Secretary initialled the front page of each original document and all the pages of the original financial offer.

4. Conclusion

The following tenders were considered to be suitable for further evaluation:

Tender envelope number	Tenderer name	Financial offer [by lot] [EUR]	Discount conditions (as stated in the tender submission form)

5. Signatures

	Name	Signature
Chairperson		
Secretary		
Evaluators		



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DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY

I, the undersigned, hereby declare that I agree to participate in the evaluation of the above-mentioned tender procedure. By making this declaration, I declare that I am aware of the following:

1. Financial persons and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring their own interests into conflict with the evaluation process.

If such a risk exists, the person in question shall refrain from such action. He or she shall refer the matter to the authorising officer by delegation and inform his or her hierarchical superior. The authorising officer shall confirm in writing whether a conflict of interests exists. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorising officer by delegation shall personally take any further appropriate action.

2. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial person or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient.

I hereby declare that, to my knowledge, I have no conflict of interest with the operators who have submitted a tender for this contract, including persons or members of a consortium, or the subcontractors proposed.

I confirm that if I discover during the evaluation that such a conflict exists or might exist, I shall declare it immediately to the chairperson of the evaluation committee. In the case that such conflict is confirmed by the chairperson, I agree to cease from participating in the evaluation committee.

I confirm that I have familiarised myself with the information available to date concerning this tender procedure, including the provisions of the Practical Guide relating to the evaluation process.

I shall execute my responsibilities impartially and objectively. I further declare that, to the best of my knowledge, I am not in a situation that could cast doubt on my ability to evaluate the tender.

I shall maintain the strictest confidentiality in respect of all information acquired as a result of my involvement in the evaluation process of the above-mentioned call, as well as any information relating specifically to the object of this call.

I undertake neither to disclose such information to any person who is not already authorized to have access to such information, nor to discuss it with any person in any public place or where others could overhear it.

I furthermore undertake to use this information only in the context, and for the purposes of, the evaluation of this specific call.

After the conclusion of the evaluation I undertake not to retain copies of any written information, as well as any templates or models used in the course of my duties.

I understand that any unauthorized disclosure by me will result in the termination of my role as a member of this evaluation committee and may also render me liable to legal action.



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I undertake to maintain this duty of confidentiality after the conclusion of my term as a member of this evaluation committee.

Name	Function	Representing	Signature

Done at..... the



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BUILDINGS REHABILITATION IN 'AL NADA NEIGHBORHOOD

CONTRACT TITLE: BUILDINGS REHABILITATION IN AL NADA

TENDER NO:

Tender envelope number	(Lead) ¹ tenderer name	When received ²	Received by ³ (Initials)	Number of packages	Within deadline? (Yes/No)	Tender package(s) duly sealed? (Yes/No)	Tender submission form included? (Yes/No)	Other consortium members ¹	Declaration(s) included? (Yes/No)	Tender guarantee included? (Yes/No)	Overall decision (Accept / Reject)
1											
2											
...											

Chairperson's name	
Chairperson's signature	
Date	

¹ For tenders submitted by a consortium.

² Time to be recorded only for tenders received on the last date for submissions.

³ Name(s) of person(s) receiving tenders:



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CONTRACT TITLE: BUILDINGS REHABILITATION IN AL NADA

TENDER NO:

List of Tenderers' Representatives

Name	Representing	Declaration (if any)	Signature



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BUILDINGS REHABILITATION IN 'AL NADA NEIGHBORHOOD

ADMINISTRATIVE COMPLIANCE GRID

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

Chairperson's name	
Chairperson's signature	
Date	

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



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FINANCIAL, PROFESSIONAL AND TECHNICAL COMPLIANCE GRID

Contract title :	BUILDINGS REHABILITATION IN AL NADA	Tender no.	
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Tender envelope No	Name of Tenderer	Nationality of the company respected? (Y/N)	Rules of origin respected? (Yes/No/Not applicable)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with ¹ technical specifications? (OK/a/b/...)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Justification/ notes:
1											
2											
3											
...											

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

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



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EVALUATION REPORT

Contents: Timetable
Observers
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Tender opening session
Administrative compliance
Technical compliance
Financial evaluation
Conclusion
Signatures

Annexes: Tender opening report and its annexes
Administrative compliance grid
Technical evaluation grids completed by the individual evaluators,
Attendance records
[Clarification correspondence with tenderers]

1. Timetable

	DATE	TIME	VENUE
Preparatory session			
Deadline for the submission of tenders			
Tender opening session			
< Meeting 1 >			
< Meeting 2 >			
Etc.			

2. Observers

Name	Representing

3. Evaluation

Preparatory session

The Chairperson informed the Evaluation Committee of the scope of the proposed contract, identified the organisations responsible for preparing the tender dossier, and summarised the



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essential features of the tender procedure to date, including the evaluation grid published as part of the tender dossier.

Tender opening session

The Tender opening report is attached to this report. The Evaluation Committee only considered those tenders, which were found to be suitable for further evaluation following the tender opening session.

Administrative compliance

The Evaluation Committee used the administrative compliance grid included in the tender dossier to assess the compliance of each of the tenders with the administrative requirements of the tender dossier.

[If clarifications were requested for the submissions from any tenderers:]

With the agreement of the other Evaluation Committee members, the Chairperson wrote to the following tenderers whose tenders required clarification, offering them the possibility to respond by <within a reasonable time limit fixed by the evaluation committee> (all correspondence is attached in the Annex indicated):

Tender envelope No	Tenderer name	Lot number*	Summary of exchange of correspondence

The completed Administrative compliance grid is attached. On the basis of this, the Evaluation Committee decided that the following tenders were administratively non-compliant and should not be considered further:

Tender envelope No	Tenderer name	Lot number*	Reason



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Financial, professional and technical compliance

Each evaluator on the Evaluation Committee used the Financial, professional and technical compliance evaluation grid included in the tender dossier to assess the compliance of each of the tenders with the technical requirements of the tender dossier. The completed Technical evaluation grids are attached.

[If clarifications were requested from any tenderers :]

With the agreement of the other Evaluation Committee members, the Chairperson wrote to the following tenderers whose tenders required clarification, offering them the possibility to respond by <within a reasonable time limit fixed by the evaluation committee> (all correspondence is attached in the Annex indicated):

Tender envelope No	Tenderer name	Lot number*	Summary of exchange of correspondence

After discussing the individual conclusions of the Evaluators, the Evaluation Committee concluded that the following tenders were technically non-compliant and should not be considered further:

Tender envelope No	Tenderer name	Lot number*	Reason

Financial evaluation

The Evaluation Committee checked the technically compliant tenders for arithmetic errors.

[If any arithmetic errors were found:

As stated in the instructions to tenderers, arithmetic errors were corrected on the following basis:

- Where there was a discrepancy between amounts in figures and in words, the amount in words prevailed
- Where there was 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 prevailed, except where the Evaluation Committee agreed that there was an obvious error in the unit price, in which case the total amount as quoted prevailed
- Where unconditional discounts applied to financial offers for individual lots, the discount was applied to the financial offer



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The following arithmetic corrections were made:

Tender envelope No	Tenderer name	Lot number *	Stated financial offer [EUR]	Arithmetically corrected financial offer [EUR]

The arithmetically corrected financial offers were compared [for each lot] to identify the technically compliant tender with the lowest price [for that lot].]

If a tender appears to have an abnormally low price in relation to the market for the supplies in question:

The tender submitted by <Tenderer name> appeared to have an abnormally low price in relation to the market for the supplies in question. Consequently, the Chairperson of the Evaluation Committee wrote to <Tenderer name> to obtain a detailed explanation for the low price proposed.

On the basis of the response of the tenderer, the Evaluation Committee decided to

EITHER [accept the tender because

[the tenderer used an economic production method]

[of the nature of the technical solution used]

[the financial offer reflected exceptionally favourable conditions available to the tenderer.]]

OR [reject the tender as the abnormally low price could not be justified on objective grounds.]

[For each lot] The ranking of the tenders which were not excluded during the evaluation was as follows, in order of the arithmetically corrected financial offers:

Tender envelope No	Tenderer name	[Lot number] *	Financial offer [after arithmetical correction] [EUR]	Ranking



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4. Conclusion

The evaluation committee has ensured that the recommended tenderer or the members in the consortium are not in a situation of exclusion in the early warning system.

Consequently, the Evaluation Committee recommends that the contract[s] [is] [are] awarded as follows:

[Lot No*]	Tender envelope No	Tenderer name	Nationality	Financial offer [EUR]	Contract value [EUR]

5. Signatures

	Name	Signature
Chairperson		
Secretary		
Evaluators		

Approved by the Contracting Authority:

Name & Signature:

Date:

Approved by the Borrower:

Name & Signature:

Date:

Approved by AICS

Name & Signature:

Date:



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Successful Award Notification Letter

< **Letterhead of Contracting Authority** >

< **Date** >

< **Official name of tenderer / candidate**
/contractor >

< **Address of tenderer / candidate / contractor** >

Our ref: < **Publication reference** >

Dear < **Contact name** > ,

< **Contract title** > , < **Location** >

The above contract may be awarded to you subject to the eligibility of the proofs when requested, related to the exclusion situations and selection criteria mentioned below, for the amount mentioned in your tender [, as corrected for arithmetic errors as follows: ...] and on the basis of the conditions stipulated in the tender dossier. The contract value is EUR < **amount** > .

Please complete a new financial identification form if your bank account details have changed since those submitted with your tender.

[Where applicable: To facilitate the contract preparation, could you please confirm that you will request the pre-financing of < amount of pre-financing > .]

Please submit admissible proof or statement usual under the law of the country in which [you] [your firm] [each consortium member] is established that [you] [your firm] [each of the consortium members] does not fall into any of the exclusion situations, in accordance with the undertaking in the tenderer's declaration[s] included in your tender. The date on the evidence or documents provided must be no earlier than 1 year before the date of submission of the tender.

[You] [Your firm] [each consortium member] must, in addition, provide a statement that the situation has not been altered in the period that has elapsed since the evidence in question was drawn up.

Evidence of financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the procurement notice is not obligatory to submit but then no pre-financing shall be made unless a financial guarantee of an equivalent amount is provided.

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents.



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The documentary evidences may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request.

If the nature of your entity is such that it cannot fall into one or more of the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

Please use a reliable courier service or registered mail to avoid any delays or loss of the documents. Please submit the requested information within below specified deadline to the following address:

<Name and address of the Contracting Authority, for the attention of <address of unit/section>>

The contract will be sent to you for signature if you provide the above requested evidence documents within 15 calendar days following receipt of this notification of award. Note that the Contracting Authority may not be in a position to honour the contract if the required documents/information is not submitted within the above time limit or if they do not meet the requirements set out above.

[The contract must be signed by the two parties by <specify date> at the latest.]

Please take note of the possibility – as described in the instructions to tenderers – that the tender procedure may – under certain circumstances – be cancelled by the Contracting Authority. In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been informed of the possibility of damage. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

Implementation of the tasks may not start before the contract is signed by both parties.

< Add any special instructions as appropriate>

Yours sincerely,

< Name >



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Unsuccessful Award Notification Letter

< **Letterhead of Contracting Authority** >

< **Date** >

< **Address of tenderer** >

Our ref: < **Publication reference** > / < **Letter number** >

< **Contract title** >, < **Location** >

Dear < **Contact name** >,

Thank you for participating in the above-mentioned tender procedure. I regret to inform you, however, that your tender was not successful for the following reason(s):

[Delete rows not applicable:]

- ☐ your tender did not arrive before the deadline
- ☐ your tender was not properly sealed
- ☐ the requisite declarations were altered or were missing
- ☐ your tender included a firm/subcontractor whose nationality is not that of one of the countries as authorised by the programme under which the contract is to be financed
- ☐ no tender guarantee was provided
- ☐ the proportion of subcontracting exceeded the maximum allowed
- ☐ your (consortium's) economic and financial standing was not considered to satisfy criterion/criteria <a/b/...> specified in the tender dossier
- ☐ your (consortium's) professional capacity was not considered to satisfy criterion/criteria <a/b/...> specified in the tender dossier
- ☐ your (consortium's) technical capacity was not considered to satisfy criterion/criteria <a/b/...> specified in the tender dossier
- ☐ your technical offer was not considered compliant with the rules of origin specified in the tender dossier
- ☐ your technical offer was not considered compliant with the following aspects of the technical specifications:
- ☐ your financial offer exceeded the maximum budget available for the contract
- ☐ your tender was not the least expensive of the tenders that were technically compliant

For your information, the contract has been awarded to < **name of successful tenderer** > for an amount of < **Amount and currency** >.

We draw your attention to the legal remedies available to you to contest this decision, explained in section 2.4.15 of the Practical Guide.



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Your original tender guarantee is hereby returned.

I hope that you will continue to take part in others tender procedures.

Yours sincerely,

< **Name** >