



International CALL FOR TENDER ACTED oPT Part A - Instructions to bidders

Date: 20/12/2020

Tender N°: T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005

ACTED oPT is requesting through this tender a company to provide detailed written quotations for the supply of the following products:

PRODUCT SPECIFICATIONS:

- | | |
|------------------------------------|--|
| 1. Description: | EmergencyMaterials |
| 2. Product class / category: | EmergencyMaterials |
| 3. Made in (product origin): | National/International |
| 4. Product stage: | <u>New, In good condition, Ready to be used</u> |
| 5. INCOTERM (delivery conditions): | <u>DDP/To various locations in West Bank based on need</u> |
| 6. Quantity/unit: | <u>see the detailed BoQ attached</u> |
| 7. Packaging requested: | <u>see the detailed BoQ attached</u> |

Batch	Description	Qty	Unit	INCOTERMS/ Delivery point	Delivery deadline
5	Supply and Installation of Solar Panel 860 Wp System Solar Panel 1290 Wp System	See detailed BoQ		<u>All of West Bank</u>	To be indicated on the contract.

RESPONSIBILITIES OF THE CONTRACTOR:

- | | |
|---------------------------|--|
| 1. Terms of delivery: | <u>DDP + to be indicated in the contract</u> |
| 2. Date of delivery: | The contractor shall supply and install the required items within 7 days from receiving the Call-off purchase order. |
| 3. Validity of the offer: | 12 months |

The answers to this tender should include the following elements:

- A written quotation including all the product specifications, the price per unit, quantity proposed and unit, and total price; (Compulsory)
- A certificate of origin.
- A copy of the ID of the legal representative of the company. (Compulsory)
- A Copy of the registration certificate of the company. (Compulsory)

Questions regarding the technical or administrative requirements of this International National Call For Tender may be submitted no later than **12:00 pm local Ramallah time on Sunday 27th of December, 2020** by email to opt.tender@acted.org.



GENERAL CONDITIONS:

1. All bids must be submitted before **03 / 01 / 2021 at 12:00pm By EMAIL Only to opt.tender@acted.org**
2. Tenderers will fill, sign, stamp and return the Offer form according to ACTED's format. All prices should be in USD, Excluding TAX (compulsory).
3. Tenderers will sign and return all pages of the Product Specifications for which they apply.
4. The offer to the call for tender will not result in the award of a contract.
5. The offer must be submitted to ACTED purchase department in a sealed envelope with the mention of the tender reference on the envelope : **T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005**
6. The tenderers can submit an offer for one or several lots.
7. **T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005 not to be opened before 03/01/2021 at 12:00PM**
8. Unsealed envelopes and late offers will not be considered.
9. To ensure that funds are used exclusively for humanitarian purposes and in accordance with donors' compliance requirements, all contract offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with ACTED's anti-terrorism policy. To this end, contractors' data shall be automatically processed.
10. Suppliers can bid for one or more of the lots. Suppliers must bid for all items within each selected lot.
11. The tender advertisement fees will be deducted from winners of each of the Lots based on proportion of the estimated contract amount.

NOTE: ACTED adopts a zero tolerance approach towards corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities. In particular, ACTED has adopted a participatory approach to promote and ensure transparency within the organization and has set up a Transparency focal point (Transparency Team supervised by the Director of Audit and Transparency) via a specific e-mail address. As such, if you witness or suspect any unlawful, improper or unethical act or business practices (such as soliciting, accepting or attempting to provide or accept any kickback) during the tendering process, please contact the following send an e-mail to transparency@acted.org.

SPECIFIC CONDITIONS:

1. Eligible contractor should be registered at PCU (Palestinian Contractors Union). (Compulsory)
2. Eligible contractor should be registered at the VAT and customs department and has the ability to provide ACTED with Zero VAT bills. (Compulsory)
3. Eligible contractor should provide VAT registration number and financial clearance certificate.
4. Eligible contractor needs to be able to issue tax bills.
5. Eligible contractor should provide valid professions practicing license registration certificate from the Companies' Controller. (Compulsory)
6. ACTED has the right to split or cancel or postpone or extend the tender.
7. ACTED is not bound to accept the lowest price.



8. Eligible contractor for the tender needs to secure entry of a tender worth **2,000 US \$ as a bank guarantee** valid for 90 days starting from the closing date of the tender or a certified check bank, where personal checks or cash are not accepted. (Compulsory)
9. Upon the signing of the contract, winning contractor for the tender needs to secure a performance guarantee Valid for 1 year worth 10% of the total estimated amount in the BOQ US or a certified check bank for the same amount, where personal checks or cash are not accepted. (Compulsory)
10. All prices should be in USD Excluding Tax. (Compulsory)
11. The contract duration is 12 months, and supply will be requested throughout the project's duration.
12. Fees of tender advertising in newspapers will be charged to the winner bidder(s).
13. The selection criteria will be based on a **70% Financial and 30% Technical**.

Company Name: _____

Authorized Representative Name: _____

Signature: التوقيع _____

Stamp: الختم

Evaluation Criteria

A supplier will be selected based on the selection criteria from the table below (with a maximum score of 100). The Scoring Method will be based on the submitted bid .

CRITERIA	SCORING METHOD	MAXIMUM SCORE AVAILABLE
Price	Up to 70 points can be awarded based on the price of requested services	70
Reliability	Up to 10 points can be awarded for suppliers with a demonstrated good record of delivery with NGOs and experience in the sector: 1 point will be allocated for each project (More than 20,000 USD) with other NGOs. Required providing a summary table of projects + Certificate	10
Capacity	- 2 Point will be allocated for each key staff member for each of the following: Project Manager, Civil or Mechanical Engineer, Forman (Maximum 6 Points). - 2 Points will be allocated if the work team includes from 1 -3 workers.4 Points for teams with 4 or more workers (Maximum 4 Points) * CV for key staff is requires *Organizational chart *Table of Company Team	10
Previous experience	Up to 10 points can be awarded for suppliers with previous experience in similar rehabilitation projects: 1 point will be allocated per each year of experience in project implementation (The duration of each project must be provided in the summary table).	10



Part B - OFFER FORM ACTED OPT

Date: 20/12/2020

Tender N°: T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005

To be Filled by Bidder (COMPULSORY)

Details of Bidding Company:

1. Company Name: (_____)

2. Company Authorized Representative Name: (_____)

3. Company Registration No: (_____)

No/Country/ Ministry

4. Company Specialization: (_____)

5. Mailing Address: (_____)

Country/Governorate./City/St name/Shop-Office No

a. Contact Numbers: (Land Line: _____ / Mobile No: _____)
(_____)

b. E-mail Address: (_____)

I undersigned _____, agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.

***This Tender leads to frame Work Agreement with a period of 12 moths. The quantities mentioned are just an estimation (Quantity might vary).**

Lot 5: Solar Panels

General specifications.

1-Photovoltaic Modules:

- Mono type PV Module with power capacity of each panel not less than 430 Watt.
- Power Output Tolerance – P_{Max} (%) ≤ +3.
- Minimum module efficiency @ STC ≥ 16 %.
- Anti-reflective Glass with Self-Cleaning Layer.
- Aluminum Frame
- Maximum Ratings; Operational Temperature -40 ~ +85 °C; Maximum System Voltage 1000 VDC; Max Series Fuse rating 15 A.
- PV panel manufacturer is certified according to ISO 9001 and ISO 14001.
- At least 10-year product warranty against defects from design, material, or workmanship.
- At least 25-year linear power warranty for min. 82% power output after 25 years, 90% after 10 years with power degradation of 0.7% per year.
- IEC 61215, IEC 61730, IEC 61701 & IEC 62716 Certifications.
- The PV cells must have IEC61215, IEC61730, CE, TUV, UL1703, IEC61646 certificate or equivalent.
- Anti-Potential Induced Degradation (PID) according to IEC 62804.
- Exposed to a Flash Test (Test results will be required)
- Separate connection box on the rear part with protection class IP65
- Terminals must be clearly marked with + and – for the corresponding connections (MC4)
- The module frame should be hot deep galvanized steel.
- The datasheet must cover all technical specifications including: Voc, Isc, WP at STC, current, / Voltage curves for radiation levels (1000 W/m², 800 W/m², 600 W/m², 400 W/m², and 200 W/m²).
- Power tolerance of 0 /+5 watt.
- Module manufacturer should be one of the top 10 manufacturers.

2-Inverter:

- The inverter should be made in Europe or USA .
- Built in Solar Charge Controller Specifications:
- DC Voltage 24-volt.
- Rated current 60 A.
- Optional Data logger.
- Battery Charger has three steps of charging, bulk and floating
- Peak efficiency minimum 96%.
- Suitable to charge GEL batteries
- Overload and short circuit protection.
- Current and voltage ratings must be compatible with the PV array mentioned before.
- LCD display (volt, Ampere, and charging status).
- Certifications CE, or equivalent.
- The controller must have a minimum of (5 years) warranty.
- The Charge Controller should be made in Europe or USA.
- Pure Sine wave.



- Input DC voltage 48 volts.
- Output voltage 230 VAC.
- Output frequency 50 Hz.
- Rated power is 2000-3500 VA.
- Inverter efficiency minimum 92%.
- Outdoor Inverters (IP65) with LCD Display
- Ground Fault Indicator
- Noise Emission < 50 dB @ 1m
- THD < 3%
- Ambient Temperature Range -25 ~ +60 °C
- Over load and over volt protection with automatic restart.
- Short circuit protection.
- Suitable to use with refrigerators and motors.
- Working temperature -5-55 degree.
- Certifications: Certifications; TUV, CE, VDE 0126-1-1, VDE AR-N-4105, AS 4777-2, AS 4777-3, AS 3100, IEC 61727, EN61000-6-1, EN61000-6-3 and EN 50178 or equivalent.
- The inverters must be protected from direct sunlight and from direct impact of rainfall

- The inverter must have a minimum of three years' warranty.
-

3-Batteries:

- Supply and install a battery bank of 200Ah, 12 Volt.
- Watt Hour Efficiency: >82%
- Supply of Valve regulated gel Batteries 100- 200Ah, 12Volt.
- deep cycle discharge solar type with a permissible repeated depth of discharge without damage with following specifications:
- 100 AH at C10.
- Minimum 2000- 2500 cycles at 50% depth of charge (25 Celsius and 10 hours discharge rate).
- Gel battery, free maintenance.
- Battery compatible with global standards, IEC60896-2 and international certificates, UL, CE, or equivalent.
- Self-discharge of 3% per month at 25 Celsius.
- Water Consumption: < 5Cm3 /Ah-Year (Operating Ambient Temperature (-10 to+45°C)

- Connectors: Appropriate Connectors for internal connection of the 24 cells in series must be submitted with the battery cells.
- Racks for installing the battery cells or an appropriate container must be delivered with (described in a separate item).
- All accessories and tools necessary for installing and connecting the battery block with the Charge Regulator as well as the appropriate electrolyte solution with the complete battery manual Have to be also delivered.

- The datasheet must cover all technical specifications including:
- Cycle life versus depth of discharge.
- Self –discharge characteristics.
- Physical size and weight.
- Details of material used in construction.
- Safety warnings.
- The batteries must have a minimum of one-year replacement warranty.

4-Charge controller:



- Input voltage range : 50-100VDC
- Output Voltage Range: 48-64VDC
- Nominal Power: 3000W
- Power conversion Efficiency: > 92%
- Control: MPPT, Over Charge and Deep Discharge Protection of the battery block.
- Input Protection: Against Over Voltage and Miss Poling
- Output Protection: Against Over Load and Short Circuit
- Operating Temperature at Full Load: -10- 45°C
- Input DC voltage > 120V.
- Nominal battery voltage 48 V.
- Power conversion efficiency > 98%.
- Four charging stages; Bulk, Absorption, Float, Equalization
- 3 years' warranty

5- Battery cabinet:

- no access from the rear.
- Cabinet shall be made of 2mm hot coated or galvanized steel; dust and vermin proof with protection degree IP65 at least.
- Thermal painted battery cabinet.
- This cabinet should be sized to hold batteries, inverter and protection switches according to IEC standards.
- 30% surplus space.
- The cabinet should have ventilation openings
- The cabinet should have a Cooling fan with temperature sensor.
- The cabinet should be locked for protection
- The design should be added and should be according to IEC standards
- Main supply lines enter from bottom
- include all structural elements required to install the switchboard including all bus bars, terminals, wiring, bolts, clamps, etc.
- The switchboard shall contain accessories made by one of the following manufacturers: ABB, or equivalent.
- 10 mm² earthing wire shall be installed
- Cabinets shall be wall-mounted and of front door opening type

6- Mounting Structure:

- Supply and install of hot galvanized structure with appropriate foundation suitable to the dimension of the offered PV modules,
- the steel structure should be suitable for the solar panels so you can install solar panels without any need to make holes in the PV frames,
- The structure must be designed with suitable clamps and fittings for the PV.
- Till angle must be in the range of 25-30.
- The bases of the mounting structure should be made of M12 steel or more and implanted in concrete bases of 50 cm depth with 50*50 cm width. The distance between two bases of the structure legs should not be more than 2 meters. All the bases should joint then with a 10 cm high mattress of concrete using a net of steel.
- The Hot Deep Galvanized steel mounting structure should of 50mm*50mm tube profile with minimum 2.5 mm thickness for the front and rear legs and 40mm*40mm tube profile or U-shape with minimum 2.0mm thickness for the remaining profiles.



- Hot galvanized plate with 120mm*120mm*5mm(thickness) for fixing the PV mounting structure legs with the M12 from the concrete bases.
- PV modules must be facing south
- Distance between each two adjacent triangles must not exceed 2 meters.
- Distance between front and rear legs of the structure in each array must not be more than 3 meters.
- The mounting structure components are bonded together to guarantee potential equalization.
- The mounting structure is earthed according to internationally accepted standards.
- The mounting structure uses standardized profiles with plastic profile cover and mounting clamps for mounting the PV modules.
- Structure must withstand 130 km/h wind speed (approved certification is required).

7- System Grounding:

- Supply, install, connect, test and operate Earthing system for each solar unit, which consists of two (16mm² and 1.5M) electrical copper rods (spikes) connected in parallel using inspection manholes. These rods must be buried vertically in the ground, the distance between these rods must be at least 2.5 meters, the rods must be connected together with 16mm² cable, and then the cable must be connected to the main grounding bus bar. All of the installed electrical equipment and the electrical cabinet must be grounded and using all necessary material and accessories to achieve resistivity of less than two Ohm.
- The system should be grounded using two copper electrical rods.
- copper rods should be 16mm diameter 1.5 m covered by painted concrete manholes, that installed (3-10) meters distance between each other.
- Each photovoltaic AL frame should be connected to the galvanized steel structure with 10 mm² earthing wire at least.
- The mounting structure should be connected with 16 mm² earthing wire at least to main earth bas-bar
- Inverter, controller, battery rack, and cabinet must be grounded using 10mm cross section cables.
- Earth resistance should be less than 5.0 ohm.
- Potential equalizer should be installed in each string; every earthing cable will be connected to that equalizer.
- Electrodes should be covered using concrete manholes

8- DC/AC connections:

- Should be Solar Type
- The DC/AC cable size should be identified.
- UV-resistant, resistant against water and oil
- Minimum 4 kV AC test voltage (50 Hz, 1 minute)
- Halogen-free cables
- Approved for a temperature range of -40°C-120°C (max. copper wire temperature)
- Flame retardant
- life expectancy greater than 25 years
- According TUV, VDE & UL Approved.
- DC cable: Double insulated, single core, rated DC voltage 1000V min
- AC cable: Double insulated, multi- core, rated AC voltage 0.6/1 kV
- DC cables should be inserted in conduits that buried 70 cm at least under finished base course

- AC cables should be inserted in conduits that buried 100 cm at least under finished base course

9- Cable Protection:

- All cables from PV strings to inverters, batteries to electrical loads must be inserted in cable protecting UV resistant conduits
- All cabling must be protected by corrugated metal cable trays

10- Main Distribution Board (MDB):

- Supply, install, connect, test and operate at least IP 40 for the main distribution boxes for each solar unit inside the Main Electricity cabinet, this will include installation of two plastic cabinets suitable for
- DC circuit breakers 25A DC CB for PV, 50A DC CB for Battery, 50A DC CB for inverter.
- And AC circuit breakers 10A main CB, Earth leakage.
- Suitable for outdoor use (IP65).
- Appropriately sized MCCB's, Short Circuit current protection, over voltage and frequency protection, surge arrester (surge protection device) Type II, busbars and their coupling unit, casing spaces for cables, cable clamps/terminals, cable shoes, as used to form a complete unit based on IEC requirements.

11- Lightning Protection:

- Pulsar type or according to site Engineer supervision.

12 -Warning Signs:

- The electric warning signs should be installed on each component of the PV system (inverters, connection, and distribution boards, mounting structure, modules ...etc.).

13-Accessories Required To Install The Solar Unit Parts:

- DC Breakers with suitable capacity to designed system for Battery bank and Solar input.
- AC main circuit breaker with 10A installed at the inverter output.
- AC Earth leakage 40A\0.03mA.
- 2 units of AC circuit breakers 4A.
- Four power outlet sockets.
- 16 mm² cable for earth with suitable length to cover the earth requirements in previous sections
- DC cable of cross section of 25 mm² cable "Black" Battery connection.
- DC cable of cross section of 25 mm² cable "Red" Battery connection.
- Solar cable of 4mm² or with suitable capacity as per your location of combiner box. The solar cable shall be installed using appropriate conduit suitable to installation environment.
- AC cables of capacity (3x2.5mm²) isolated cable to be installed between outputs of inverter to AC CB in Electricity cabinet.
- Using (3/4 inch) or (1 Inch) Conduits UV-resistant for electrical cables between PV modules and the electrical cabinet. (For each solar system) and home distribution box. All cables



Solar Panel 860 Wp System

Design code: SP1

Price includes wages, material, accessories, supplying, fabrications, installation, and fixation in the desired location for every unit, where all materials must be of (TAKEN quality) or equivalent, or as specified type or class. The contractor should prepare a complete shelter unit, fully detailed to be approved by the Engineer and considered as a sample, before fabricating the remaining units. All material should match the specifications, detailed drawings, and Engineer approval.

This is a quick construction technique, the work in site should be executed maximum **within 7 days from receiving the Call-off purchase order.**

No.	Description	Unit	Estimated Quantity	Unit Price in USD EX. VAT	Total Price in USD EX. VAT
1	PV Modules 430Wp, Tier1, top 10	Pcs	2		
2	Hot Galvanized steel profile 25cm*25cm *2mm using Aluminum Rail, Tilt angle 32degree	L.S	1		
3	off grid-inverter, pure sine wave, 3KVA /2400W capacity with built in MPPT	Pcs	1		
4	Battery bank12V\200Ah	Pcs	2		
5	PV cables 1 X 6mm2 Cupper Cables for connections between PV module (30meter of Black and Red)	L.S	1		
6	Galvanized steel 1.5mm steel cabinet with Air filter + fan + Temperature sensor/Locked by mater key locks.	L.S	1		
7	DC cables 1 X 16mm2 Cupper Cables (battery bank with inverter. (Approx. 15m)	L.S	1		
8	PV cables 1 X 6mm2 Cupper Cables for connections between PV modules	L.S	1		
9	DC safety circuit breaker (Main): Two poles DC MCB (20A) +DC Surge Arrestor	Pcs	1		
10	DC safety circuit breaker Two poles DC MCB 63A	Pcs	1		
11	AC circuit breaker with earth leakage	Pcs	1		
12	Earthing system Copper spikes 16MM +20meter of 16 mm2 cable for grounding Earth	Pcs	1		
13	Conduits ¾ inch for cables (20 Meter for the Unit)	L.S	1		
14	MC4PV panels connectors	L.S	1		
15	Lighting protection with earth lighting rods	Pcs	1		
16	Warning Signs -single line diagram	L.S	1		



Total Price (\$)					
Solar Panel 1290 Wp System					
<i>Design code: SP2</i>					
<p>Price includes wages, material, accessories, supplying, fabrications, installation, and fixation in the desired location for every unit, where all materials must be of (TAKEN quality) or equivalent, or as specified type or class. The contractor should prepare a complete shelter unit, fully detailed to be approved by the Engineer and considered as a sample, before fabricating the remaining units. All material should match the specifications, detailed drawings and Engineer approval. This is a quick construction technique, the work in site should be executed maximum in 7 calendar days</p>					
No.	Description	Unit	Estimated Quantity	Unit Price in USD EX. VAT	Total price in USD EX. VAT
1	PV Modules 430Wp, Tier1, top 10	Pcs	3		
2	Hot Galvanized steel profile 25cm*25cm *2mm using Aluminum Rail, Tilt angle 32degree	L.S	1		
3	off grid-inverter, pure sine wave, 3KVA /2400W capacity with built in MPPT	Pcs	1		
4	Battery bank12V\200Ah	Pcs	4		
5	PV cables 1 X 6mm2 Copper Cables for connections between PV module (30meter of Black and Red)	L.S	1		
6	Galvanized steel 1.5mm steel cabinet with Air filter + fan + Temperature sensor/Locked by mater key locks.	L.S	1		
7	DC cables 1 X 16mm2 Copper Cables (battery bank with inverter. (Approx. 15m)	L.S	1		
8	PV cables 1 X 6mm2 Copper Cables for connections between PV modules	L.S	1		
9	DC safety circuit breaker (Main): Two poles DC MCB (20A) +DC Surge Arrestor	Pcs	1		
10	DC safety circuit breaker Two poles DC MCB 63A	Pcs	1		
11	AC circuit breaker with earth leakage	Pcs	1		
12	Earthing system Copper spikes 16MM +20meter of 16 mm2 cable for grounding Earth	Pcs	1		
13	Conduits ¾ inch for cables (20 Meter for the Unit)	L.S	1		
14	MC4PV panels connectors	L.S	1		
15	Lighting protection with earth lighting rods	Pcs	1		
16	Warning Signs -single line diagram	L.S	1		
Total Price (\$)					

PLEASE FILL THE BELOW TABLE PER ITEM PER 1 PCS

Summary of Prices				
No.	Description	Unit	Unit Price EX. VAT	Total EX. VAT
1	Solar Panel 860 Wp System.	Pcs		
2	Solar Panel 1290 Wp System.	Pcs		
	Total Price (\$)			
Total in words: <hr/>				

BIDDER'S REMARKS:

1. _____

2. _____

GENERAL CONDITIONS OF PURCHASE

Article 1 - Object and formation of the contract

The General Conditions of Purchase described hereafter detail the rights and obligations of ACTED Company (the Buyer) and the Seller within the framework of the performance of all the Orders placed by the Buyer.

A positive response to a Buyer's invitation to tender by the Seller or the acceptance of a Buyer's Order by the Seller shall constitute acceptance of these General Conditions of Purchase, supplemented by the Special Conditions of Purchase and/or the Purchase Order.

The General Conditions are the only contractual conditions applicable to purchases made by ACTED, the Seller waiving its own General Conditions of Sale.

Article 2 - Order

The Order shall be deemed accepted by the Seller when the Seller sends an acknowledgement of receipt of the Order to the Buyer. Any modification, even minor, of the Order must be subject to the prior agreement of the Purchaser by writing and an amendment to the Order.

Article 3 - Prices

The price agreed between the Parties on the day the Order is placed, and appearing in the Special Conditions and/or the Purchase Order, is firm and non-revisable, exclusive of taxes, in Euros, if not specified in the Purchase Order, global and fixed.

Article 4 - Delivery and reception

Delivery shall be made within the time limits, on the date and at the place indicated in the Special Conditions and/or the Purchase Order.

The deadlines, date and place of delivery are an essential part of the Order. They can only be changed with the Buyer's prior consent by writing.

The Buyer is only required to check the appearance and number of the parcels. The Buyer may send, by [communication format] to the carrier within three (3) working days, the reservations provided for in Article L.133-3 of the French Commercial Code.

The Buyer may refuse the receipt of defective products and request the return to the Seller so that these products may be replaced or, where applicable, reimbursed.

Article 5 - Warranties

The Seller undertakes to take the utmost care in the execution of the Order.

The Seller warrantee the Order, as from the effective delivery, against any lack of conformity with respect to the Purchase Order, and/or the contractual documents, and the trade rules. The Seller remains liable for all defects, including all faults, whether apparent or hidden.

The Contractor shall refrain from any form of abuse or child labour, from supporting or financing any act of terrorism, any form of money laundering, any form of fraud and corruption and any conflict of interest.

The Contractor acknowledges that it is aware of these values and commitments (as detailed here <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>) and undertakes to respect them, which constitute an essential condition of the Contract.

The Contractor is informed of the existence of the Transparency mechanism (transparency@acted.org) and acknowledges its duty to use it whenever there is a suspicion of behaviour contrary to the ethical values of ACTED.

Article 6 - Transfer of ownership and risks

The transfer of ownership shall occur in favor of the Buyer by the mere fact of the Seller acceptance of the Order. Any retention of title clause of the Seller shall not be invoked or enforceable against the Buyer, unless the Buyer has expressly accepted it in writing. The risks associated with the products are retained by the Seller until actual product delivery.

Article 7 - Invoicing and payment

Each invoice shall be issued by the Seller at the earliest on the day of the product delivery and shall be drawn up in accordance with the regulations into force on the issue date and the contractual documents.

Unless otherwise agreed between the Parties, and subject to the legal provisions, the invoice payment term is ninety (90) days end of month upon the invoices issue date.

Article 8 - Termination of the contract

The contract is concluded for the duration specified in the Particular Conditions and/or in the Purchase Order. Any extension or renewal of the contract must be subject to the signature of an amendment and/or a new Purchase Order.

In the event that the Buyer discovers any fault in the Seller's performance of the Order, the contract shall be considered null and void and the Buyer shall not be liable for any additional payment for the part of the Order which, if any, has not yet been performed. Neither Party shall be held liable for losses, costs, delays, and inability to perform the contract in case of force majeure. If force majeure period exceeds two (2) months, the Buyer reserves the right to terminate the contract without incurring penalties.

Article 9 - Liability and insurance

The Seller shall be liable to the Buyer, without restriction or reservation, for the perfect execution of the obligations incumbent upon it by virtue of its contractual commitments with the Buyer, and for all the consequences that may result therefrom under the conditions of ordinary law. The Seller undertakes to compensate any damage caused to the Buyer or beneficiaries.

Any clause limiting the Seller's liability contained in the Seller's General Conditions of Sale or in any other similar document commonly used by the Seller shall be deemed unwritten for the performance of the Seller's contractual obligations with the Buyer.

The Buyer's possible assistance during the Order execution shall in no way relieve the Seller of its liability.

The Seller holds insurance policies with notoriously solvent companies covering its operating and professional civil liability, guaranteeing it for a sufficient amount against the pecuniary consequences of the civil liability it may incur in case of personal injury, intangible, material and immaterial damage, whether consequential or not, caused to the buyer or to third parties, as a result of its products.

In addition, the Seller hold insurance policies covering its after delivery civil liability. The Seller shall provide the Buyer with the corresponding insurance certificate by the delivery date at the latest.

The fact of having the aforementioned insurance policies does not release the buyer from his liability, in particular with regard to damage not covered by the said policies or damage in excess of the sums guaranteed by the corresponding insurance policies].

Article 10 - Quality and compliance with the law



The Seller is responsible for the delivered product and provided services quality, which comply with the European and national regulations in force, particularly with regard to health, safety and the environment. The Seller declares to be in full compliance with the applicable social and fiscal legislation and vouch for the good behavior of its staff.

The Seller undertakes to set up a system for checking the conformity of the products with the General Conditions, Special Conditions, technical documents, standards and specifications of which the Seller is aware prior to the execution of the Order. The Seller undertakes to inform the Buyer of any products and services lack of conformity with the said documents and to compensate the Buyer for any harmful consequences resulting therefrom.

Article 11 - Jurisdiction and applicable law

This contract is governed by French law.

Any dispute relating to any of the contractual documents shall fall within the jurisdiction of the competent courts of Paris or of a mediator designated by the parties with a view to an amicable settlement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have signed this Contract as of the date indicated below.

Name:
(company's legal representative or any other authorized person)

As:
(position in the company)

Duly authorized to signed on behalf of the Contractor:

Signature :



إستبانة معلومات BIDDER'S QUESTIONNAIRE ACTED [oPt]-

Date: 20/12/2020

Tender N°: T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005

PART I: INFORMATION			
A. Company Details and General Information			
Name of Company		Trading As	
Address (headquarters)		Telephone	
Zip Code (headquarters)		Fax	
City (headquarters)		E-mail address 1	
PO Box		E-mail address 2	
Country (headquarters)		Website address	
Parent Company or name of owner		Subsidiaries/ Associates/ Overseas Representative	
Sales Person's Name		Sales Person's Position	
Sales Person's phone		Sales Persons' E-mail	
Governance of the company: Chairman, Vice-Chairman, Treasurer or Secretary of the Board of Directors or Board of Trustees			
Name (as in passport or other government-issued photo ID)		Date of birth (mm/dd/yyyy)	
Government-issued photo Identification Document (ID) number		Type of ID	
ID country of issuance		Rank or title in organization	
Other names used (nicknames or pseudonyms not listed as "Name")		Gender (e.g. male, female)	
Current employer		Occupation	



and job title:			
Address of residence		Citizenship(s)	
Province/Region		E-mail address	
Is the individual a U.S. citizen or legal permanent resident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Professional Licenses – State Issued Certifications	
Management of the company: CEO, Executive Director, Deputy Director, President or Vice-President			
Name (as in passport or other government-issued photo ID)		Date of birth (mm/dd/yyyy)	
Government-issued photo Identification Document (ID) number		type of ID	
ID country of issuance		Rank or title in organization	
Other names used (nicknames or pseudonyms not listed as “Name”)		Gender (e.g. male, female)	
Current employer and job title:		Occupation	
Address of residence		Citizenship(s)	
Province/Region		E-mail addresses	
Is the individual a U.S. citizen or legal permanent resident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Professional Licenses – State Issued Certifications	
Management of the company: Chief Finance Officer or Chief Accountant			
Name (as in passport or other government-issued photo ID)		Date of birth (mm/dd/yyyy)	
Government-issued photo Identification Document (ID) number		type of ID	
ID country of issuance		Rank or title in organization	



Other names used (nicknames or pseudonyms not listed as "Name")		Gender (e.g. male, female)	
Current employer and job title:		Occupation	
Address of residence		Citizenship(s)	
Province/Region		E-mail addresses	
Is the individual a U.S. citizen or legal permanent resident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Professional Licenses – State Issued Certifications	
Company's staff & insurance			
No. Full Time Employees:		Employee average work wage per hour:	
% of Men to Women:		Any employee(s) with relatives working with ACTED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
No. of Children:		What is the legal minimum wage paid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
In what capacity?		Are paid vacations offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What are their ages?		Are flexible working hours offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of insurance company:		Staff covered by health insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Description of the Company			
Type of Business (multiple choices possible):	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Consulting Company <input type="checkbox"/> Authorized Agent	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Trader <input type="checkbox"/> Other, please specify : _____	
Sector of Business (multiple choices possible):	<input type="checkbox"/> Goods / supplies <input type="checkbox"/> Services <input type="checkbox"/> Equipment	<input type="checkbox"/> Works <input type="checkbox"/> Other, please specify : _____	
Year Established:		Country of registration:	
Licence number:		Valid until:	
Working languages:	<input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish	<input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other, please specify : _____	
Technical documents available in:	<input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish	<input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other, please specify : _____	



B. Financial Information						
VAT Number:		Tax Number:				
Bank Name:		Bank Account Number:				
Bank Address:		Account Name:				
Swift/BIC number:		Standard Payment Terms:				
Has the company been audited in the last 3 years?				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Please attach a copy of the company's most recent Annual or Audited Financial Report				<input type="checkbox"/> Attached		
Annual Value of Total Sales for the last 3 Years:						
Year:		Year:		Year:		
USD:		USD:		USD:		
Annual Value of Export Sales for the last 3 years						
Year:		Year:		Year:		
USD:		USD:		USD:		
C. Experience						
Company's recent business with ACTED and/or other International Aid Agencies or United Nations Agencies:						
#	Organisation	Contact person	Phone/E-mail	Goods/Works/Services	Value (USD)	Destination
1						
2						
3						
4						
5						
What is your company's main area of expertise?						
What is your company's business coverage area?		<input type="checkbox"/> National <input type="checkbox"/> Restricted to (specify location) : _____				
To which countries has your company exported and/or managed projects in the last 3 years?						
Provide any other information that demonstrates your company's qualifications and experience (eg. awards)						
List any national or international Trade/Professional Organisations of which your company is a member						
D. Technical Capability						



Type of Quality Assurance Certificate		<input type="checkbox"/> Attached
Type of Certification/Qualification Documents		<input type="checkbox"/> Attached
International Offices/Representation		
List below up to 10 of the core Goods and/or Services your company sells:		
1)	6)	
2)	7)	
3)	8)	
4)	9)	
5)	10)	
List the main assets of your company (trucks & heavy machines, heavy & valuable equipment, premises & warehouses, production sites etc.)		
1)	6)	
2)	7)	
3)	8)	
4)	9)	
5)	10)	
E. Miscellaneous		
Does your company have an Environmental Policy? (Yes/No)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have an Ethical Trading Policy? (Yes/No)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have an Anti-terrorist Policy? (Yes/No)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company compliant with the EU General Data Protection Regulation (or equivalent)? (Yes/No)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered yes to the above two questions, please attach copies of your policy:	<input type="checkbox"/> Attached	
Has your company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning these matters, or is in any analogous situation arising from a similar procedure provided for in national law?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered yes, please provide details:		
Has your company ever been convicted of an offence concerning its professional conduct by a judgment which has force of res judicata?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered yes, please provide details:		
Has your company ever been guilty of grave professional misconduct proven by other means?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered yes, please provide details:		



details:			
Has your company ever not fulfilled its obligations relating to the payment of social security contributions, or the payment of taxes in accordance with the law of the country in which it is established, or with those of France, or those of the country where the contract is to be performed?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Has your company ever been the subject of a judgement, which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Has your company ever been declared to be in serious breach of contract for failure to comply with its contractual obligations, following another procurement procedure or grant award procedure financed by a donor country?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Has your company ever been declared to be in serious breach of contract for failure to comply with its contractual obligations, following another procurement procedure or grant award procedure financed by a donor country?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Has your company ever been in any dispute with any Government Agency, the United Nations, or International Aid Organisations (including ACTED)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Do you agree with terms of payment of 30 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you accept visit of ACTED staff & external auditors to your office?	<input type="checkbox"/> Yes <input type="checkbox"/> No
PART II: CERTIFICATION			
I, the undersigned warrant that the information provided in this form is correct, and in the event of changes, details will be provided to ACTED as soon as possible in writing. I also understand that ACTED does not do business with companies, or any affiliates or subsidiaries, which engage in any practices that are in breach of ACTED's Child Protection, Sexual Exploitation and Abuse Protection, Conflict of Interest, Anti-fraud, Anti-terrorism Policy and Data Protection Policies (available on request).			
Name:		Date:	
Title/Position		Place:	



E-mail address (for contact for verification purposes):		Signature:	
Phone number (for contact for verification purposes):		Company Stamp:	
Check list of supporting documents			For ACTED use only
1) Trading license	<input type="checkbox"/>	Attached	<input type="checkbox"/>
2) VAT registration/tax clearance certificate	<input type="checkbox"/>	Attached	<input type="checkbox"/>
3) Company profile	<input type="checkbox"/>	Attached	<input type="checkbox"/>
4) Proof of trading/dealership/agent	<input type="checkbox"/>	Attached	<input type="checkbox"/>
5) Evidence of similar contracts	<input type="checkbox"/>	Attached	<input type="checkbox"/>
6) References	<input type="checkbox"/>	Attached	<input type="checkbox"/>
7) Particulars of CEO and key personnel	<input type="checkbox"/>	Attached	<input type="checkbox"/>
8) Articles of Association & Certificate of incorporation	<input type="checkbox"/>	Attached	<input type="checkbox"/>
9) Financial statements (latest)	<input type="checkbox"/>	Attached	<input type="checkbox"/>
10) Other (specify):	<input type="checkbox"/>	Attached	<input type="checkbox"/>

Name _____ الإسم

Position: _____ الوصف الوظيفي

Signature & Stamp: _____ التوقيع والختم

Date: _____ التاريخ



الإلتزام الأخلاقي BIDDER'S ETHICAL DECLARATION

Date: 20/12/2020

Tender N°: T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005

اسم المورد Tenderer's name: _____

عنوان المورد Tenderer's address: _____

CODE OF CONDUCT: الرجاء قراءة الفقرات التالية جيدا والتوقيع على الإلتزام بها

1. Labour Standards

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall

not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

B. Environmental Standards

Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Waste Management*

Waste is minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- ***Safety precautions for transport and cargo handling***

All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to ACTED beneficiaries and staff as well as the suppliers's employees or those of its subcontractors.

C. Business Behaviour

The conduct of the supplier should not violate the basic rights of ACTED's beneficiaries.

The supplier should not be engaged

1. in the manufacture of arms
2. in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.

D. ACTED procurement rules and regulations

Suppliers should comply with ACTED procurement rules and regulations outlines in ACTED Logistics Manual Version 1.3. or above. In particular, ACTED's procurement policy set out in Section 2.1 and 2.4. (contract awarding). By doing so, Suppliers acknowledge that they do not find themselves in any of the situations of exclusion as referred to under section 2.4.2.

Operating Principles

The implementation of the Code of Conduct will be a shared responsibility between ACTED and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

ACTED will:

1. Assign responsibility for ensuring compliance with the Code of Conduct to a senior manager.
2. Communicate its commitment to the Code of Conduct to employees, supporters and donors, as well as to all suppliers of goods and services.



3. Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.
4. Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.
5. Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.
6. Seek to maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

ACTED expects suppliers to:

1. Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
2. Assign responsibility for implementing the Code of Conduct to a senior manager.
3. Make a written Statement of Intent regarding the company’s policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to ACTED.

Both parties will

1. require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
2. Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.
3. Avoid discriminating against enterprises in developing countries.
4. Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
5. seek arbitration in the case of unresolved disputes.

Qualifications To The Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, ACTED will purchase necessary goods and services from the most appropriate available source.

ACTED can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

I undersigned [_____], agree to adopt the above Code of Conduct and to commit to comply with the labour and environmental standards specified, both in my own company and those of my suppliers.

Name & Position of Tenderer’s authorized representative **الإسم والوصف الوظيفي للمورد والممثل الرسمي للشركة**

Authorized signature **التوقيع**

قائمة المحتويات BIDDER'S CHECK LIST ACTED [oPt] – Lot 5

Date: 20/12/2020

Tender N°: T/HIP2021/EmergencyMaterials/RAM/20-12-2020/005

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEM IS COMPLETE STAMPED SIGNED AND RESPECTS THE FOLLOWING CRITERIA:

الرجاء التأكد من أن كل الوثائق المطلوبة المدرجة في الجدول تم إرفاقها وتوقيعها وختمها

Description	To be filled in by Bidder		For ACTED use only (to be filled in by Purchase Committee)		Comments
	Included		Present		
	Yes	No	Yes	No	
1. PART 2 (form PRO-06) –Offer Form & attachments is attached, filled, signed, and stamped by the supplier. (compulsory) عرض السعر معبأ ، موقع ،مختوم ، مغلق من قبل المورد					
2. The prices in the Offer Form are in USD (compulsory) عرض السعر مدرج بالدولار الأمريكي					
3. PART 3 (form PRO-06-01)– Bidders Questionnaire Form is attached, filled, signed and stamped by the supplier. (compulsory) إستبانة العطاء مرفقة معبأة موقعة ومختومة من قبل المورد اذا وجدت					
4. PART 4 – (form PRO-06-02) – Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier. (compulsory) إعلان الإلتزام الأخلاقي معبأ موقع ومختوم من قبل المورد					
5. The Bidding documents are filled in English. (compulsory) عرض السعر معبأ باللغة الإنجليزية					
6. ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided (compulsory) شهادة خبرة وحسن أداء مرفقة					
7. ANNEXES – A Copy of Company registration documents and license are included & A copy of the legal representative ID. (compulsory) شهادة تسجيل وترخيص الشركة سارية المفعول مرفقة					
8. ACTED-BOQ-drawings is attached, filled, signed and stamped by the supplier (compulsory) جدول الكميات و الرسومات					



9 ACTED_GCC_ is attached, filled, signed and stamped by the supplier الشروط العامة والخاصة (compulsory)					
10. ACTED – General Specification المواصفات العامة (compulsory) is attached, filled, signed and stamped by the supplier					
11. ACTED-Technical Specification is attached, filled, signed and stamped by the supplier (compulsory) المواصفات الخاصة الهندسية					
12. Annexes-ACTED (compulsory) المرفقات والتفصيلات					
13. Tender entry guarantee worth 2,000 US \$ as bank a guarantee valid for 90 days starting from the closing date of the tender or a certified check bank كفالة دخول عطاء بقيمة 2,000 دولار بصورة كفالة بنكية او شيك بنكي حيث لا تقبل الشيكات الشخصية					

Name & Position of Bidder's authorized representative الوصف الوظيفي للمورد والممثل الرسمي للشركة

Authorized signature

التوقيع

Bidding Document for Emergency Project

2020-2021

Section I. General Conditions of Contract

These General Conditions of Contract, read in conjunction with the Particular Conditions of Contract and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.



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General Conditions of Contract

A. General

1. Definitions

- (a) **The Works** means the execution and completion of the supply, delivery, installation of the emergency response supplies and the remedying of any defects. Works are what the Contracting authority requires the Contractor to construct, install, and hand over to ACTED.
- (b) **The Bill of Quantities** means the priced and completed Bill of Quantities forming the Bid.
- (c) **The Completion Date** is the date of completion of the works as certified by the Project Technical Officer.
- (d) **The Contractor** is the party whose bid selected to carry out the works has been accepted by the contracting authority (ACTED).
- (e) **The Contract** is the contract between the contracting authority (ACTED) and the contractor to execute, complete, and maintain the works.
- (f) **The Contractor's Bid** is the completed bidding document submitted by the contractor to the contracting authority (ACTED).
- (g) **Days** are calendar days; **Months** are calendar months
- (h) **Drawings** mean the drawings of the works, as included in the contract, and any additional and modified drawings issued by (or on behalf of) ACTED in accordance with the contract, include calculations and other information provided or approved by the project manager/technical Officer
- (i) **A Defect** is any part of the Works not completed in accordance with the contract or not matching the technical specification, drawings and technical officer's instructions.
- (j) **Equipment** is the contractor's machinery, consumables and vehicles brought temporarily to the site to construct the works
- (k) **Materials** are all supplies including the 2 tender batches, , used by the contractor for incorporation in the works.



- (l) **The Project Manager** is the person named in the contract (or any other competent person appointed by ACTED and notified to the contractor) who is responsible for payments, project progress and administering the contract.
- (m) **The Project Technical Officer** is the person named in the contract (or any other competent person appointed by ACTED and notified to the contractor) who is responsible for supervising technically the execution of the Works and inspecting the implementation of the work to make sure it is completed in accordance with the technical requirements.
- (n) **Specification** means the specifications of the works included in the contract and any modification or addition made or approved by the project manager & technical officer.
- (o) **A Subcontractor** is a person or corporate body who has a contract with the contractor to carry out fully/a part of the works in the contract, which could include materials manufacturing, transporting, delivery and installation or any needed works on the site.
- (p) **A Variation** is an instruction given by the Project Manager/Technical Officer which varies the Works.

2. Interpretation

2.1 In interpreting these general conditions of contract, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Framework Agreement
- (b) Awarding Letter
- (c) Contractor's Bid
- (d) Particular Conditions of Contract
- (e) General Conditions of Contract
- (f) Specifications
- (g) Drawings

- (h) Bill of Quantities
 - (i) Others if needed.
- 3. Language and Law**
 - 3.1 The language of the contract is English .The law that applies to the Contract is the law(s) in effect in parts of the West Bank and Gaza under the jurisdiction of the Palestinian Authority
- 4. Delegation**
 - 4.1 The Project Manager/Technical Officer may delegate any of their duties and responsibilities to other partner (ACF, GVC, PUI), after notifying the contractor, and may revoke any delegation after notifying the contractor.

B. Works Control

- 5. Materials Supply, delivery and Installation**
 - 5.1 The Contractor shall supply and install the supplies in accordance with the technical specifications and drawings respecting very strictly field delivery / installation guidelines and instructions. The contractor commits to supply, deliver and install the ordered material based on the drawings and specification included in the BOQs completely to the assigned sites.
 - 5.2 The contractor commits to follow strictly the instructions of contracting authority in case of security/legal concerns related to the delivery and installation of some orders. If needed the contractor commits to deliver the order materials outside the assigned site and send workers paid by him inside the site in order to help with installation. In addition the contractor commits to reimburse another party that ACTED assign to transport/Install the order supplies if needed
- 6. Subcontracting**
 - 6.1 The Contractor commits to subcontract person/corporate to carry out fully/a part of the works in the contract, which could include materials manufacturing, transporting, delivery and installation or any needed works on the site. This subcontracting body is supposed to be located in the opposite area of the contractor’s manufacturing location. For example, if the contractor manufacturing spot is located in the north of West Bank, the contractor should be subcontracting another manufacturing company in the south of West Bank, and vice versa. The subcontracting agreement between the contractor and the subcontractor should be covering the same agreement period between ACTED and the contractor. Subcontracting agreement would be subject to the contracting authority technical inspection to check the subcontractor full ability of executing the works as needed. The cases were the contractor is allowed to delegate part/the full works to the subcontractor would be



defined and validated by the project manager.

7. Stockpiling and buffer Stock

The contractor is requested to constantly have buffer stocks, ready to be delivered and installed on demand. When an emergency phase is triggered by ACTED, ACTED will notify the contractor of the new buffer stock levels to have within a given period of time for a selection of items. Emergency phases can be triggered by ACTED at any time. When an emergency phase is triggered, it is expected that the contractor will be able to produce the following quantity of items per day:

- Emergency phase 1: 5 units of each size of residential and livelihood tents, 4 units of latrines, 50 water tanks, 10 units of each of the following livelihood equipment items: barriers, drinkers and troughs.
- Emergency phase 2: 10 units of each size of residential and livelihood tents, 10 units of latrines. The emergency phase 2 involves a 20% cost increase for the 6th to 10th identical tent items produced per day, and a 10% cost increase for the 6th to 10th latrines produced per day.

The agreed buffer stock levels will be formalized at the contracting stage, the contractor commits to keep the needed quantities matching the phase activated by the contracting authority

8. Not-contracted Materials or Works

1.1 The Contracting authority may seek a quotation from the contractor's side in case of proposed Not-contracted Materials or works which are not included in the BOQs.

1.2 The Contractor shall be responsible for respecting the specifications, drawings of the Not-contracted Materials or Works and guidelines of the contracting authority.

1.3 Contractor offer for the execution of the Not-contracted materials or works, are subject to prior approval of the Project Manager/Technical Officer. The Contracting authority may assign the works execution to other party if needed.

9. Access to the Site

The Contractor shall allow the Project Manager and Technical Officer and any person authorized by the contracting authority access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

10. Raw Materials



Origin/Alternatives The Contractor should declare in the bidding docs the manufacturing raw materials origin and the alternative course in case of contractor’s inability to obtain the raw materials from the original source.

C. Time Control

- 11. Works Timeframe & Delays Ordered by the Project Supervisor**

11.1 The contractor commits to complete the works by the Intended completion date: The contractor may commence execution of the works on the Start date and shall carry out the Works in accordance with the schedule defined by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended completion date. Any delay in executing the works is subject to penalties. The Project Manager/Technical Officer may instruct the contractor to delay the start or progress of any activity within the works. Unless exceptional circumstances (risky area, difficult topography, communication difficulties with beneficiaries, etc.), the Intended completion date should be set no later than 7 calendar days after the purchase order has been made.
- 12. Management Meetings**

12.1 Either the Project Manager/Technical Officer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

12.2 The Project Manager/Technical Officer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 13. Early Warning**

13.1 The Contractor shall warn the contracting authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the materials price, or delay the execution of the works. The Project Manager/Technical Officer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

13.2 The Contractor shall cooperate with the Project Manager/Technical Officer in making and considering proposals



for how the effect of such an event or circumstance can be avoided.

D. Quality Control

- 14. Identifying Defects** 14.1 The Project Manager/Technical Officer shall check the Contractor's work and notify the contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager/Technical Officer may instruct the contractor to search for a defect and to uncover and test any work that the Project Manager/Technical Officer considers may have a defect.
- 15. Tests** 15.1 If the Project Manager/Technical Officer instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does, the contractor shall pay for the test and any samples.
- 16. Correction of Defects** 16.1 The Project Manager/Technical Officer shall give notice to the contractor of any defects, and the Contractor should repair and fix it even after installation.
- 16.2 Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project manager's notice. Unless exceptional circumstances, the Defect should be fixed within 15 calendar days of the notification.
- 17. Uncorrected Defects** 17.1 If the Contractor has not corrected the defect within the time specified in the Project Supervisor's notice, the Project Manager shall assess the cost of having the defect corrected, and the contractor shall pay this amount, if not it would be deducted from his payment balance.

E. Cost Control

- 18. BOQs Price** 18.1 The Bill of Quantities shall contain priced items for the works to be performed by the Contractor. The Bill of Quantities is used to calculate the purchase order price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 18.2 Any delay in executing the works is subject to penalty charge equal 0.2% of the total amount of the Purchase Order per day but not exceeding 10% of its total amount.
- 19. Variations** 19.1 All Variations shall be included in updated agreement, and also in the activity schedule, produced by the Contractor.



19.2 The Contractor shall provide the contracting authority with a quotation for carrying out the variation when requested to do so. The Project Manager/Technical Officer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager/Technical Officer and before the variation is ordered.

19.3 If the Contractor's quotation is unreasonable, the contracting authority may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

19.4 If the Project Manager/Technical Officer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a compensation Event.

19.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

20. Payment

20.1 The Contractor shall submit to the contracting authority payment request along with delivery of the value of the works completed.

20.2 The contracting authority shall check the contractor's payment requests and certify the amount to be paid to the contractor, endorsed with the Project Manager.

20.3 The value of work executed shall be determined by the Project Manager.

20.4 The value of work executed shall comprise: the value of the quantities of work in the Bill of Quantities that have been completed

20.5 The value of work executed shall include the valuation of variations and compensation events.

20.6 ACTED will start processing the payment of an completed order after six months of supplies installation, and after the Project Manager/ Technical Officer endorsement.

21. Tax

21.1 The contractor should provide value added exempted payment requests to the contracting authority. Any unexampled payment request will not be considered. The contracting authority will not cover the cost of any taxes related to the supplies ordered.

22. Currencies

22.1 Payments are made in currencies of BOQ (USD\$)



23. Cost of Repairs

23.1 Loss or damage to the Works or Materials to be incorporated in the Works between the start date and the end of contract including the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost.

F. Finishing Works

24. Completion

24.1 The Contractor shall request the Project Manager/Technical Officer to issue a certificate of Completion/Reception voucher of the works endorsed, and the Project Manager/Technical Officer shall do so upon deciding that the whole of the Works is completed. The certificate of Completion/Reception voucher is only valid if the Project Manager has signed it, and the Contractor has signed and stamped it.

25. Termination

25.1 ACTED may terminate the Contract if the other party causes a fundamental breach of the Contract.

25.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work (stoppage has not been authorized by the Project Manager).
- (b) The Project Manager/Technical Officer instructs the contractor to delay the progress of the works.
- (c) the Project Manager/Technical Officer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a specific period of time determined by the Project Manager

25.3 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

26. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager/Technical Officer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. All Materials on the Site, Temporary Works, and Works shall be deemed to be the property of the beneficiary if the Contract is terminated because of the Contractor's default.

G. Safety Control



**27. Activities and
Equipment
Safety**

The Contractor shall be responsible for the safety of all activities on the Site. . The contractor is responsible for the safety of his own equipment. The contracting Authority will not held responsible for any loss or damage of the contractors equipment

**28. Contractor's
Risks**

From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Materials, and Equipment) are Contractor's responsibility

29. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the defined and reported to the contracting authority. The contractor shall carry out the contracting authority's instructions for dealing with them.

Section II. Particular Conditions of Contract

The Agency is: ACTED
The Project Supervisor is Eng. Muhammad Abu-Rajab / ACTED
The Site is located at Area C – West Bank - Palestine
The Start Date shall be considered as per the date of the purchase order sent to the contractor
The language of the contract is English
The law that applies to the Contract is the law(s) in effect in parts of the West Bank and Gaza under the jurisdiction of the Palestinian Authority
The Supervisor may delegate any of his duties and responsibilities.
The Contractor shall supply and install the required materials within 1-3 days from the purchase order date.
The Contractor shall deliver the required response to the selected site and install it, under any conditions or circumstances (political, climate change .etc.)
The Defects Liability Period is: 365 days from the date of certificate of completion of the works
The currency of the Employer’s country is: US Dollar
The Performance Security amount to be provided by the contractor is 10% of total of the completed purchase orders in dollar
ACTED will start processing the payment of an implemented order (Supplied and installed) after three months from installation , and after the Project Supervisor
ACTED will not process any payment, if the contractor didn` t deliver the required supplies to the selected area.
Delivering the supplies without installation is not allowed by the ACTED unless expectantly validated by project Supervisor In such cases ACTED will deduct 25% from the supplies price, if the contractor delivers the required response without installation.
The Contractor shall submit a maintenance bank guarantee, which is 5 % of total contract price for one year after installation.
ACTED is not committed with the number of items in each BOQ.

General Specifications & Performance Requirements

SECTION ONE :

GENERAL

1. Scope of work

These specifications cover the technical issues of the bid.

2. Drawings

2.1 Tender Drawings

The required number of contract Drawings are available at the date of Tender and are included in the list of Drawings attached to these Specifications. All work shall be performed in accordance with the Drawings Furnished together with the Contract Documents and any such additional drawings as may be issued by the Project Supervisor from time to time during the progress of the work or by the contractor as directed by the Engineer. Additional drawings which are required will be furnished to the Contractor in due time so as to enable him to perform the work shown thereon in its proper sequence and for any advance planning that may be necessary for the efficient performance of such work. The Project Supervisor will decide in such instance whether additional drawings are required for advance planning of the works and determine the time required for the same, and may request the Contractor to prepare such drawings.

2.2 Shop Drawings

If at any time before the commencement or during the progress of the work it appears to the Contractor that for the proper execution of a specific part of the Works, shop Drawings are necessary, these Drawings shall be prepared by the Contractor at his own expense and submitted to the Project Supervisor for approval. On the other hand, the Project Supervisor shall have authority to order at any time and the Contractor agrees to provide at his own expense any number of shop Drawings which, in the opinion of the Project Supervisor are necessary for the proper execution of a specified work. The Contractor shall not proceed with the above mentioned work unless these shop Drawings are approved by the Project Supervisor.

3. ABBREVIATIONS OF STANDARDS

The following abbreviations covering the Standards used for the works under the Contract shall have the significance set forth opposite each:

BS	British Standards Specifications
CP	Code of Practice
ASTM	American Society for Testing and Materials
ISO	International Standard Organization
LS	Local Standards

4. STANDARDS

The works have been designed to incorporate and utilize economically goods, materials and workmanship to various specifications which are detailed herein. Reference is commonly made to British Standards (BS) and British Standard codes of practice (CP) and local standards (LS) and to the American Society for Testing and Materials Standards (ASTM). Different national or international standards (DIN or ISO etc.) that correspond to the specified Standard may be used provided that their requirements are not less stringent, and provided that the Contractor presents copies of such Standards translated into English. If any redesign of the works is necessitated by the adoption of such alternatives the costs incurred shall be borne by the Contractor. Those references shall in every case be deemed to include the latest edition or issue of such standards.

5. UNITS OF MEASUREMENTS AND ABBREVIATIONS

All units of weights and measurements shall be based on the Metric System of Weights and Measurements except standard products which may be expressed in nominal units of the Imperial System.

The metric terms and symbols occurring in the contract Documents are based on the “System International d’Unites” (SI System).

Abbreviation	Description
-----	-----
LM	Linear Meter
SM	Square Meter
CM	Cubic Meter
KG	Kilogram
TON	1000 Kilogram
MM	Millimeter
CM	Centimeter
M	Meter
LS	Lump Sum

6. DEFINITIONS

Wherever the words defined in this section or pronouns used in their stead occur in the Contract Documents, they shall have the meanings herein given.

As Directed, as Required, etc.



Wherever in the contract documents, or on the drawings, the words “as directed”, as described “ “as ordered, “ as requested,” as required” “ as permitted” or words of like import are used, it shall be understood that the direction description, order request requirements or permission of the Project Supervisor is intended. Similarly, the words approved, acceptable satisfactory and words of like import shall mean approved by acceptable to or satisfactory to the Project Supervisor.

Approved

This word when applied by the Project Supervisor to the Contractor’s drawings or documents shall mean that the drawings or documents are satisfactory from the standpoint of interfacing with contractor’s furnished components of the installations, and/or that the Project Supervisor have not observed any statement or feature that appears to deviate from the specification’s requirements. Except for the interfacing with the contractor’s furnished components, the contractor shall retain the entire responsibility for complete conformance with all of the Specification’s requirements.

7. INCONSISTENCY IN CONTRACT DOCUMENTS

The contractor shall execute the works according to the provisions of the contract documents. Any work indicated in one of the documents but omitted and/or not stated in one or more of the other documents shall be treated as though it were included in all of them.

If any two documents of the contract conflict as to the quantity of the work to be carried out, the discrepancy shall be brought to the notice of the Project Supervisor, who shall instruct the contractor which of the two conflicting documents to regard as correct.

If the contractor should discover that any work has been omitted and/or not indicated entirely or partially from all the documents, but that such work is essential to the safely or proper functioning of the works, he shall report the facts immediately to the Project Supervisor. If the work is something which in the opinion of the Project Supervisor could not have been foreseen by an experienced contractor, the Project Supervisor shall issue to the contractor a variation order stipulating the details of the work to be done.

Save as aforesaid in the above paragraph, no additional payment shall be made in respect of work carried out in connection with discrepancies between the various contract documents.

8. ERRORS IN COMPUTING CONTRACT DOCUMENTS

The contractor shall be responsible for any error which he makes in computing any quantities of material and labor required or costs involved or through any lack of knowledge of the site of misunderstanding of anything shown or implied on the drawings or in the specifications and/or the bills of quantities.

The contractor must refer any discrepancy in the drawings or the specifications to the Project Supervisor before proceeding in any of the works. The decision of the Project Supervisor as to the interpretation of the discrepancy will be final.

Any item or items of work not specifically shown on the drawings or referred to in the specifications but which would be necessary for the proper construction of the works in accordance with the best practice is implied and must be included for as incidental to the

contract price. Any item for which the contractor has not inserted a price in the Bills of quantities shall be deemed to be covered by other prices or rates therein.

9. TEMPORARY WORKS AND REINSTATEMENT

The contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed.

The contractor shall submit drawings and full particulars of all temporary works to the Project Supervisor before commencing same. The Project Supervisor may require modifications to be made if he considers them to be insufficient and the contractor shall give effect to such modifications but shall not be relieved of his responsibilities for the sufficiency thereof.

The contractor shall provide and maintain weatherproof sheds for storage of materials pertinent to the works both for his own use and for the use of the employer and clear same away at the completion of the works.

The contractor shall divert as required, at his own cost and to the approval of the Project Supervisor, all public utilities encountered during the progress of the works, except those specially indicated on the drawings as being included in the contract.

Where diversions of services are not required in connection with the permanent works, the contractor shall uphold, maintain and keep the same in working order in existing locations.

The contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cables or wires, sewers, water, or other sewers, except where the public Authority or private party owning or responsible for the same elects to make good the damage. The cost incurred in so doing shall be paid by the contractor to the public Authority or private party on demand.

All injury to the surface of the land, to the beds of water-courses, projecting banks, etc., where disturbed by the works (other than where specifically ordered by the Project Supervisor) shall be repaired by the contractor or the authorities concerned, at the contractor's expense. All such making good shall be to the approval of the Project Supervisor.

The requirements detailed above shall be provided and maintained at the expense of the contractor.

The employer shall not be liable for loss or injury to any temporary works.

10. EXISTING FACILITIES

The existing facilities services must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from employer and Project Supervisor in advance, portions of the existing facilities may be taken out of service for short periods corresponding with period of minimum service demands. Such permission will not relieve the contractor of any of his responsibilities under this contract.

11. LINES AND GRADES

The contractor shall keep the Project Supervisor informed, a reasonable time in advance, on the times and places at which he intends to do work, in order that lines and grades may be



established and necessary measurements for record and payment made with a minimum of inconvenience to the Project Supervisor or delay to the contractor. The contractor shall have no claim for damages or extension of time on account of delays in the giving of lines and grades, making record measurements or destruction of such marks and the consequent necessity for replacement.

The Project Supervisor will furnish the contractor with such basic lines and grades as he, the Project Supervisor, deems necessary, but this shall not be construed to mean all lines, grades, elevations and measurements. It shall be the contractor's responsibility before commencing any section of the work to establish and locate the permanent bench marks to be used through proper survey procedures. The contractor shall refer all temporary bench marks thereto.

The contractor shall be responsible for the stake-out survey for construction purposes and the replacement of monuments and property markers disturbed by the work. The survey shall proceed in advance of the construction at a rate satisfactory to the Project Supervisor. The contractor shall keep the Project Supervisor fully informed as to the progress of the stake-out survey.

The exact position of all work shall be established from control points which are established by the contractor and approved by the Project Supervisor if necessary the Project Supervisor may modify such points. Any error, apparent discrepancy or omission in the data shown or required for accurately accomplishing the stake-out survey shall be referred to the Project Supervisor who shall take whatever corrective measures he deems necessary.

The contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the contract. Damaged, destroyed or inaccessible reference points, bench marks or stakes shall be replaced by the contractor. Existing or new control points that will be or are destroyed during construction shall be re-established and all reference ties recorded therefore shall be furnished to the Project Supervisor. All stake-out survey work shall be referenced to the bench mark and manhole centers given by the Project Supervisor.

All computations necessary to establish the exact position of the work from control points shall be made and preserved by the contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly prepared and made available to the Project Supervisor upon request or furnished upon contract completion.

All instruments, equipment stakes and other material necessary to perform the work shall be provided by the contractor.

All stakes used shall be of a type acceptable to the Project Supervisor, clearly and permanently marked so as to be legible at all times. It shall be the contractor's responsibility to maintain these stakes in their proper position and location at all times. Any existing stakes or markers defining property lines and survey monuments which may be disturbed during construction shall be properly tied in to fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work.

The Project Supervisor may check all or any portion of the stake-out survey work or notes made by the contractor and any necessary correction to the work shall be immediately made. Such checking by the Project Supervisor shall not relieve the contractor of any responsibilities for the accuracy or completeness of his work.

12. WATER FOR THE WORKS

The contractor shall provide all necessary water for the works and tests, with all temporary plumbing and storage, pay all charges, and alter, adapt and maintain temporary work as necessary and remove and make good at completion.

13. ELECTRICAL POWER AND LIGHTING FOR THE WORKS

The contractor shall provide all necessary artificial lighting and power for the execution and security of the works and for protection, with all meters, temporary wiring and fittings, etc., pay all charges, and alter, adapt and maintain the temporary work as necessary and remove and make good at completion.

14. MEDICAL FACILITIES

The contractor shall arrange for medical attention to be available when necessary and shall provide dressing stations complete with all adequate first aid equipment within easy access of each works area on the site. The contractor shall display in suitable places the names of his employees who are available from time to time to render first aid. The contractor shall provide for the transport of serious cases to the nearest hospital.

15. CUSTOMS AND LOCAL DUES

All state dues, tolls rates, duties, fees and charges in connection with the works shall be deemed to be included by the contractor in his contract unit Rates.

16. MATERIALS, GOODS AND WORKMANSHIP

Materials, goods and workmanship shall be of the best quality of their respective kind. The contractor shall carry out everything necessary for the proper execution of the works, whether or not shown on the Drawings or described in the specifications.

17. SPECIFIED MANUFACTURER'S PRODUCTS

Manufacturer's name or catalogue number, if shown in the specification or indicated on the Drawings, are given only for indicative purpose and for general reference only. It shall be understood that the actual material supplied shall meet the requirements of the specifications, and if necessary, the material specified under such manufacturer's name or catalogue indicated for reference, shall be modified under the direction of the Project Supervisor.

Provided always that such modified material shall meet the requirements of the specified material together with the requirements of other materials specified for other trades in these specifications under the direction of the Project Supervisor.

Any modification under such conditions shall not give the right to the contractor to claim against any loss or extra cost incurred.

18. ALTERNATIVE MATERIALS

Should the contractor wish to offer alternative items or materials to those specified he shall supply details of such alternatives together with details of any reduction in the contract price should the alternative be allowed to be substitute for the specified items or materials. All offered alternatives shall comply fully in all respects with the specifications of the particular items or materials. Acceptance or refusal of such alternatives will be entirely at the discretion of the Project Supervisor.

If during the course of the contract certain materials or items required for use in the works should be unobtainable, despite the best effort of the contractor, the contractor may offer for the approval of the Project Supervisor alternative materials or items, provided that they possess the minimum requirements of the originally specified material.

In the event of acceptance of any alternative materials or items a suitable price reduction shall be made in respect of any decrease in value but no price addition shall be made in respect of increase in value.

In the event of refusal of any alternative materials or items the contractor shall not be relieved of any of his obligations under the contract and shall be solely liable for any delay or loss occasioned by his failure to provide the material or items as specified.

19. PERIODIC REPORTS

The contractor must present to the Project Supervisor's representative detailed reports and schedules as stipulated in the conditions of contract.

The contractor shall prove to the Project Supervisor's representative upon his request the correctness of the above mentioned reports without having the right to use such documents to support a claim for any extra payment or compensation whatsoever in regard or in relation to such reports.

20. SITE PROGRESS MEETINGS

During the course of the work, site progress meetings shall be held at regular intervals at least once every week in the presence of the Project Supervisor for the purpose of coordinating the contractor's works and to insure that full compliance with the various sequences of the contract are maintained. Minutes of such site meetings will be recorded, copies will be distributed to all persons concerned and full effect shall be given to all instructions contained herein.

Prior to such meetings the contractor shall give to the Project Supervisor's representative details in writing of that portion of the works he proposes to construct during the coming two weeks with details of the plant and methods he proposes to employ. These proposals shall be discussed at the meeting and no work based on such proposal shall proceed without the approval of the Project Supervisor's representative.



The contractor shall have no claim against the employer for costs incurred by him in changing the method of working or in the provision and use of other additional plant.

21. CANCELLATION DUE TO SLOW PROGRESS

If the Project Supervisor shall be of the opinion that having regard to the state of the works at any time, the contractor will be unable to complete any section of the works by the time specified or by such extension thereof as he may be entitled to under the contract and the contractor has failed to carry out steps and to expedite the work in accordance with the conditions of contract or, if the Project Supervisor is of the opinion that such steps are inadequate, the Project Supervisor may by written order omit the whole or any part of the uncompleted work included in that section and the employer shall be at liberty to execute such omitted work by his own workmen or by other contractors. If the cost of such omitted or uncompleted work shall exceed the sum which would have been payable to the contractor on due completion of the said work, then the contractor shall, upon demand, pay to the employer the amount of such excess and it shall be deemed a debt due by the contractor to the employer and shall be recoverable accordingly.

22. PROTECTION FROM WEATHER AND FLOODS

The contractor shall keep the works well drained until the Project Supervisor certifies that the whole of the works is substantially complete and shall ensure that so far as is practicable all work is carried out in the dry. Excavated areas shall be kept well drained and free from standing water.

The contractor shall construct, operate and maintain all temporary dams, watercourses and other works of all kinds including pumping and well point dewatering plant that may be necessary to exclude water from the works while construction is in progress. Such temporary works and plant shall not be removed without the approval of the Project Supervisor's representative.

Notwithstanding any approval by the Project Supervisor of the contractor's arrangements for the exclusion of water, the contractor shall be responsible for the sufficiency thereof and for keeping the works safe at all times particularly during any floods and for making good at his own expense any damage to the works including any that may be attributable to flood. Any loss of production or additional costs of any kind that may result from floods shall be at the contractor's own risk. (Without any compensation)

23. CLEARING AWAY

The contractor shall take down and clear away all plan and temporary works, including sheds, mess rooms, sanitary conveniences, offices, latrines, sign-boards, and other temporary works, unless otherwise described, and make good.

The contractor shall remove all existing rubbish and debris and surplus materials from the site as they accumulate and at completion, and clean all surfaces, including those of the



affected portions of the existing premises, internally and externally, remove stains and touch up paint work and polished work, and leave the works clean and to the satisfaction of the Project Supervisor at completion.

24. TESTS FOR WATERT LEAKAGE OF STRUCTURES

When ordered by the Project Supervisor the structures shall be tested with water by the contractor.

The structure when filled shall satisfy the test if at the end of one week no leakage is apparent.

25. TESTING ON COMPLETION

The Project Supervisor may before issuing the certificate of completion require any part of the works to be tested for conformity with the specification. Such tests shall be made at the contractor's expense.

26. INSPECTION

If work to be done away from the construction site is to be inspected on behalf of the employer during its fabrication, manufacture, or testing, or before shipment the contractor shall give notice to the Project Supervisor of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Project Supervisor in ample time so that the necessary arrangements for the inspection can be made.

In respect of all items of equipment and materials to be imported for incorporation in the permanent works the contractor shall submit to the Project Supervisor's representative in the English language inspection and test reports issued in the country of origin and certified by an independent inspector or inspection firm of international repute approved in advance by the Project Supervisor. The reports shall certify that all such items are in full compliance with the contract requirements and specifications and shall be accompanied by full details of sampling, inspection and test results. Each such report shall be submitted prior to the shipment of the related items to the site.

No extension of time on account of delays due to inspection shall be granted as such time as is needed for inspection shall be considered to have been considered in the schedule of the works.

Material and equipment procured within the country for incorporation in the permanent works shall be inspected at the place of origin by competent and experienced specialized personnel appointed by the contractor and approved by the Project Supervisor. Inspection and test reports certifying that the related item is in full compliance with the contract requirements and specification shall be submitted prior to its incorporation in the works.



The certification herein prescribed shall be submitted whether or not the Project Supervisor or his representative has exercised the right to witness test or make inspections at the point or origin. The Project Supervisor shall be entitled to apply the conditions of contract in respect of items not so certified. Certification shall be furnished at the contractor's expense. It shall not relieve the contractor of the obligation to ensure that all material and workmanship incorporated in the works shall be in full compliance with the contract requirements and specification at the time of final handing over of the completed works.

27. PROTECTION OF FINISHES

The contractor shall take every care to prevent damage to the works from whatever cause and shall ensure that adequate protection is given to all works from the activities of following trades and nominated subcontractors. Vulnerable parts of the work particularly liable to damage shall be protected as may be reasonably required by the Project Supervisor's representative.

28. PROTECTIVE EQUIPMENT AND CLOTHING

The contractor shall provide and maintain all necessary protective and safety equipment and clothing for the operative and site staff.

29. METHODS OF MEASUREMENT AND PAYMENT

29.1 Description

This section covers methods of measurement and payment for items of work under this contract.

The total tender price shall cover all work required by the contract documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment supplies, and appurtenances; providing all construction plant, equipment, tools, testing, and performing all necessary labor and supervision to fully complete the work, shall be included in the unit price and lump sum price bid. All work not specifically set forth as a pay item in the Bill of Quantities shall be considered as subsidiary obligation of contractor and all costs in connection therewith shall be included in the prices bid.

29.2 Quantities

All estimated quantities stipulated in the tender form or other contract documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done under unit price items may differ from the estimated quantities. The basis of payment for work will be the actual work done and paid using the unit price rate (re-measured). Contractor agrees that he will make no claim for damages,

anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and the estimated amounts.

30. DEMOLISHED MATERIAL:

The contractor shall at his expense progressively remove transport out of the site to approved dump site all surplus materials rubble and debris from the site.

31.QUALITY OF WORKS AND MATERIALS (SAMPLES)

The contractor shall submit samples of materials the contractor intends to use within the project, all such materials should be tested through a competent laboratory with a wide reputation to enable the supervisor to issue his approval in due time before incorporating these materials in the work. Should in the supervisor's opinion the samples so prepared by the contractor, not meet the requirements of the specifications, the contractor shall prepare a new sample until it is approved by the Project Supervisor, such approval will never relieve the contractor from any of his obligations. All costs in connection with preparing the said works samples under the provisions of this clause shall be at the contractor's expense.

32.TEST'S RESPONSIBILITY

The contractor shall be responsible for all the obligations in concern with tests required throughout the specifications and the supervisor's instructions, tests shall be made at the contractor's expense, obligations in concern of the tests needed for quality control arrangements, all the tests should be carried out by a competent laboratory having a very wide reputation and to be in previously approved by the supervisor. If the result of any of the tests required does not meet entirely or partially the technical specification, all the defected works should be removed and replaced making good and retested, the contractor shall bear the full responsibility of the entire obligations of the costs of removal, replacing, making good, test expenditures at the contractor's own expense.

33.SITE INVESTIGATION

The contractor shall be deemed to have visited the site of works and satisfied himself to the nature of the ground and made himself conversant with the local condition to be encountered during the execution of each contract, and his unit rates in the bill of quantities have included all the necessary cost to execute the works.

Technical Specifications

1. CONCRETE

1.1 General

Unless otherwise authorized by the Project Supervisor, concrete shall be machine mixed. The mixing of concrete or mortar shall not be permitted when the temperature is above 40 C or when the temperature is below 5 C.

1.2 Mixing on Site

- Concrete shall be thoroughly mixed in a batch mixer conforming to the requirements of B.S. 1305 Batch type concrete mixers which will ensure a uniform distribution of the materials throughout the mass.
- All concrete shall be mixed for a period of not less than 1 ½ minutes after all materials, including water, are in the mixer. During the period of the mixing the mixer shall operate at the speed for which it has been designed, but this speed shall be not less than 14 nor more than 20 revolutions per minute.
- The first batch of concrete material placed in the mixer shall contain sufficient excess of cement, sand and water to coat the inside of the drum without reducing the required mortar content of the mix. Upon the cessation of mixing for a considerable period, the mixer shall be thoroughly cleaned.

2. METAL WORKS

2.1 Scope

- These specifications cover ferrous and non-ferrous works intended to be used in the project; all in accordance with the Drawings and as directed by the Project Supervisor.
- The contractor shall ensure of all dimensions on the site and clear them in detailed shop drawings for approval by the Project Supervisor.
- The contractor should provide the Project Supervisor with detailed shopdrawings for aluminum works that will be installed, in addition to providing samples of profiles, method of statement, accessories and hardware in order to have a written approval prior to starting.

2.2 Materials

2.2.1 Steel

Steel plates, and structural steel shaped sections shall conform to the requirements of edition for structural sections.

2.2.2 Aluminum

The Aluminum used should be approved type by the Palestinian Standards Institute, as indicated in the specifications and Bill of Quantities.

2.2.3 Bolts, Nuts and Washers

- Bolts and nuts shall conform to the requirements of (British Standard)B.S. 4190: I.S.O. metric black hexagon bolts, screws and nuts.(PTA Brand)
- Plain washers shall be made of steel. Taper or other specially shaped washers shall be made of steel or malleable cast iron and shall conform to the requirements of B.S. 4320, metal washers for general Project Supervising purposes.

2.2.4 Galvanized Steel Pipes

Galvanized steel pipes shall conform to the requirements of B.S. 1287 - I.S.O. "Medium Series".

2.3 Description of Steel

- Steel to be used for all the works must be new and have never used before and must be free of rust and crusts. The steel bar,beam or plate should not be welded pieces but one unit.
- The steel profiles and tubes used should be sound and free of defects like buckling, bending, and cracking or other. The tolerances in sections of steel shall not more than 0.30 mm for thickness and 0.50 mm for other dimensions.

2.4 Description of Aluminum

- All of aluminum profiles should be according to the drawings and not be less than the following:
 1. The thickness of aluminum profiles used for sliding doors and windows should not be less than (2mm±0.1)
 2. The thickness of aluminum profiles used for hinged doors and windows should not less than 2 mm.
 3. The thickness of powder coating at profile should not less than 60 micron at least.

2.5 Manufacturing and fixing of steel works:

2.5.1 General

- The Contractor shall be responsible for the correctness and accuracy of the dimensions of the finished items. He shall therefore carefully check the dimensions indicated on the Drawings, verify any change and ascertain the sizes on the site which will enable him to prepare final working drawings for fabrication and erection purpose.
- Such drawings shall be submitted to the Project Supervisor for his verification and approval.
- Fabrication orders can only take place after the contractor obtains, in writing, the approval of the Project Supervisor for the drawings.

2.5.2 Hollow Metal Door Frames

Hollow metal door's frames shall be made of the profiles and sizes shown on the drawings and obtained from an approved manufacturer. The door frames shall be with minimum 3.0 mm thick, twice laminated steel sections and be delivered to site complete with a factory applied anti-corrosive plastic coating., ties cast to backs of frames for building in and rubber silencers on the frame.



2.6 Workmanship

2.6.1 Aluminum elements

- The glass used should be transparent glass with a thickness of 4 mm or if stated otherwise.
- The Aluminum used is coated with hot dipped polyester powder (paint thickness should not less than 60 microns).
- Aluminum should be colored type and color choice as instructed by supervisor Project Supervisor.
- Those screws should have enough size and length to fix the frames strongly as required and the approval of Project Supervisor.
- The hardware and accessories should be made of aluminum (Allen key corners, rails, locks, handles... etc.) of the same type of profiles required and shall be of solid hardware durable and shaped.
- The used wheel rollers should be spherical ball bearing.
- The locks should be secured and from approved type by the Project Supervisor.
- The closing kit and tapes used to prevent water and air leakage.
- The Project Supervisor approval should be obtained for the color and appearance of the coating surface of aluminum before industrialization and supplying materials.
- Gap spaces between aluminum and architectural openings for doors and windows should be packed with a silicon paste injected from both sides to ensure full closure. The color of silicon must be fit to the color of aluminum.
- The contractor is responsible for all works of aluminum during and after installation until handing over the project.
- Installation of glass must be using strip of rubber between aluminum and glass from inside and outside.

2.6.2 Steel elements

- All steel works should be done with professional manner and welding must be hidden, not appeared on the face and polished.
- All steel parts shall be accurately set out, cut, framed, assembled and executed using proper bolts or welding electrodes.
- All cut parts shall be sawn cut; no oxygen burning shall be permitted except for pipe supports.
- All welding shall be electrical welding, clean and of proper workmanship. All cut parts and welded sections shall be ground, even and filed smooth with rounded edges.
- No allowable showing any signs of knocks or any type of cavity in steel and should be all contact links arbitrator well without leaving any vacuum or clear signals welding redundant on the face
- Costs of making holes well done and recovered are responsible of contractor with his own costs.
- Making doors and windows accurately and proficiently duly taking into account that are made all welding by professionals and skilled labors with expertise in this area, and automatically clean all welded links and to get a smooth surface without protrusions Stored all produced parts prior to installation in a dry place and the process of being transfer without scratches.



- The contractor shall provide samples of any section for approval by Project Supervisor before Fix door's frames.
- All work shall be erected plumb and true to lines and rigidly secured to walls, floors or ceilings as shown on Drawings and to the satisfaction of the Project Supervisor.
- Welding work is along the flat welding (stitching along the line of welding)

2.6.3 Welding

- Welding surfaces shall be clean, free cobalt, rust and other materials that will have the opposite effect on the welding by skilled professionals with expertise in this area.
- Prohibits a welding operations in the up-normal weather conditions such rain, strong winds, or when temperatures fall to zero (0 °c), unless action was taken to ensure that the impact of these conditions on welding operations, and the approval of Project Supervisor.
- The intensity of electricity used in welding operations shall be located within the established range of welding rods, and then welding process is the movement of fluctuations consecutive start of the first welding and so close, and being removed from the slag welding operations abreast so that each layer of the welding layers completely clean before the following class action.
- Prohibits any subsequent operations for one welding process unless after the disclosure of welding by Project Supervisor and approval, and is not being disclosed mentioned before passing 72 hours after the end of operations.
- Must provide workers with masks, protective glasses and gloves, and necessary to safe them during welding operations.
- Welding work is along the flat welding (stitching along the line of welding).

2.7 Galvanized steel covers

- Galvanized steel covers shall be galvanized mild steel with raised threads of Durbar pattern or similar approved by the Project Supervisor.
- The covers shall support on galvanized mild steel frames. The frames shall have mitered and welded corners, with welded fishtail anchors at not greater than 1m centers, all galvanized after fabrications.

3. ROOFING, WATERPROOFING AND THERMAL INSULATION

3.1 Preparation

- All surfaces must be clean sound, and free from oil, grease and all loosely adherent materials.
- Wire brush, sand blast or grit blasting may be used to remove any surplus adhered to steel.
- The contractor must submit a request for all materials for Project Supervisor approval.

3.2 Materials

3.2.1 Rubber

The rubber water-stop shall be fabricated from a high-grade, tread-type compound. The basic polymer shall be natural rubber or a synthetic rubber.

3.3 Thermal Insulation

Criteria, design aspects, implementation methodology and relevant materials of the thermal insulation must be according to the Palestinian Code for Energy Efficient Building and using the supplementary Guidelines.

4. PLUMPING AND SANITARY INSTALLATIONS

4.1 Drainage and Waste Systems

- These systems shall be subject to a water test prior to being covered and also tested for water tightness after backfilling.
- On any section of the pipe under test the head of water applied shall not be less than 3.00 meters and not greater than 6.00 meters. Tests shall be maintained for 20 minutes, and any defects shall be rectified and the test reapplied to the complete satisfaction of the Project Supervisor.