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# Request for Quotations (RFQ)

**RFQ Number:** TFCS-RFQ-2022-002

**Issuance Date:** March 16<sup>th</sup>, 2022

**Deadline for Receipt of** 

Questions:

12:00 pm, Saturday 19th March 2022 (Ramallah local Time)

**Deadline for Offers:** 04:00 pm, Saturday 26th March 2022 (Ramallah local Time)

**Description:** Tasdeer is seeking quotations for procurement of equipment for upgrading PSI's leather

and shoes testing labs.

For: Trade Facilitation and Customs Support Programme (Tasdeer)

Funded By: UK Foreign Commonwealth and Development Office (FCDO)

Implemented By: Cowater International

Point of Contact: Hanadi Musleh - Finance & Operations Lead - procurement@tasdeer.ps -

+972569838398

### ETHICAL AND BUSINESS CONDUCT REQUIREMENTS

Tasdeer adheres to Cowater and FCDO's ethical and business conduct requirements. Cowater is committed to integrity in procurement, and only selects offerors based on objective business criteria such as price and technical merit. Cowater expects offerors to comply with our Standards of Business Conduct, available at <a href="https://www.cowater.com/en/about-us/#history">https://www.cowater.com/en/about-us/#history</a>

Cowater does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to the Client.

Employees and agents of Cowater are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or offerors in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to the client.

Offerors responding to this RFQ must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Cowater or project staff. For example, if an offeror's
  cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Cowater prohibitions against fraud, bribery and kickbacks.

Please contact <u>procurement@Tasdeer.ps</u> with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Cowater at to codeofconduct@cowater.com.

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#### Section 1: Introduction and Instructions to Offerors

### 1. Introduction

Tasdeer, the Trade Facilitation and Customs Support Programme, is soliciting proposals from eligible and responsible firms and individuals for the supply of **upgrading PSI's leather and shoes testing labs - Testing Hardware and Training,** as described in Annex 1 (Detailed Terms of Reference and Requirements). The Trade Facilitation and Customs Support Programme (Tasdeer) is funded by UK Foreign Commonwealth and Development Office (FCDO) and is being carried out in West Bank and Gaza. Cowater International is responsible for managing the implementation of this programme on behalf of FCDO and under its supervision. The objective of the Tasdeer programme is to improve the Palestinian private sector's competitiveness and the PA's capacity in the fields of trade, customs and exports. It aims to increase sustainable private sector-led economic growth and job creation in the Occupied Palestinian Territories, including East Jerusalem and Area C, and the PA's fiscal sustainability, while ensuring equitable access to increased trade and improved institutional capacity. Gender Equality and Social Inclusion are main objectives for Tasdeer to ensure the benefits of the programme are equally accessed by the diverse groups of men and women in the supply chain.

Tasdeer is designed to be flexible and adaptable, and will work politically and technically to make progress across four key interrelated Workstreams:

- Work Stream 1: Support to expedite the movement of goods and reduce transaction costs. This work stream
  aims to develop systemic interventions that will seek to expedite the movement of goods and contribute to impactful
  reductions in transaction costs for Palestinian imports and exports.
- Work Stream 2: Support to improve Palestinian trade-related institutions and business enabling environment. This workstream aims to improve the Palestinian trade-related institutions and strengthen the trade operating environment.
- Work Stream 3: Support to improve the private sector's skills and innovation to export and create jobs. This workstream aims to provide grants in support of activities that will help Palestinian firms increase their exports through the application of a market-driven approach.
- Work Stream 4: Support to improve PA's Customs readiness to assume functions from Israel and revenues
  from trade-related taxes. This workstream aims to provide technical assistance to enhance the capacity of the
  PA Ministry of Finance Customs Department including the possible transfer of additional custom functions from
  Israel to the PA and to limit fiscal losses from inefficient clearance mechanism of trade-related taxes.

The interventions implemented by each workstream are designed to take into consideration the roles and needs of women, youth, and people with disabilities, including those in marginalized areas (i.e., East Jerusalem, seam zone, area C and Gaza), ensuring that all interventions and activities are GESI responsive, as a main principle to achieve their expected results.

The programme is expected to implement between 40-60 strategic and systematic interventions across the workstreams and a number of activities that will require a range of communication support.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Failure to adhere to instructions described herein may lead to disqualification of a proposal from consideration.

### 2. Questions and Requests for Clarifications

Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **4:00pm** on Saturday March 19th (Ramallah local time) by email to <a href="mailto:procurement@tasdeer.ps">procurement@tasdeer.ps</a>. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification and the responses thereto that Tasdeer believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Tasdeer will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Tasdeer, or any other entity should not be considered as an official response to any questions regarding this RFQ.

### 3. Offer Deadline

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Offers must be received no later than **04:00 pm Ramallah Local time on Saturday**, **26**<sup>th</sup> **March 2022**. Offers received after this date or time will be considered late and will be considered only at the discretion of Tasdeer.

### 4. Timetable

The table below shows an expected timetable for the RFQ process, which may be subject to change.

Stage	Date
RFQ posted	16/3/22
RFQ clarification question deadline	19/3/22
Proposals returned to Tasdeer	26/3/22
Evaluation of proposals completed	31/3/22
Contract award	4/4/22
Contract signature	5/4/22
Required service commencement/goods delivery date	TBC

### 5. Instructions for Submission of Offers

Each offeror must submit its proposal in a single volume in response to the RFQ.

All offers and related documents must be enclosed in <u>sealed envelopes</u> with the name and address of the offeror and the RFQ number ("RFQ No. TFCS-RFQ-2022-002") clearly marked on the outside. If multiple envelopes must be submitted due to the size of a proposal, offerors must ensure that each envelope is sealed and clearly marked with the RFQ number.

The proposal (consisting of both volumes) must be hand-delivered to 6 Jaffa St. Al Bardouni Commercial Center, 7<sup>th</sup> Floor, Ms. Hanadi Musleh, +972569838398.

All offers must be prepared in English

All offers must be submitted in US Dollars (USD). No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by Tasdeer after it has received the Proposal.

Additional supporting documentation can be submitted as part of the Proposal response in PDF, PPT, Word and Excel format. They should be clearly labelled and indicate how they relate to/support the Proposal and marked as either technical or commercial. No publicity material is required.

### 5.1 Submission Format

At a minimum, each offer must contain the following required completed documents:

- 1. Evidence of Responsibility Statement (Annex 1)
- 2. Proposal Cover Letter (Annex 2)
- 3. Price Schedule (Annex 3)
- 4. Proposal checklist (Annex 4)
- 5. Due Diligence Form (Annex 7)

The commercial evaluation criteria and the technical acceptability criteria are included for reference as annexes 5 and 6.

Applicants are expected to submit a unit cost breakdown for every line item described in Annex 3, as well as a description of any other costs involved; see the Price Schedule in Annex 3 for the required format. The offer must preserve and clearly indicate the line-item numbers, showing a price quote per task. All items, services, transportation costs, etc. must be clearly labelled and included in the total price. Prices must be quoted on a lump-sum, all-inclusive basis. No other costs, taxes, and/or fees may be added later.

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Supporting documentation should be provided to demonstrate that the supplier can meet the technical eligibility criteria, as required in Annex 1. Annexes 1-4 and 7 must be completed or proposals will be non-compliant and rejected.

Tasdeer is exempt from VAT. Any award issued by Cowater on behalf of Tasdeer, an official programme of the Government of the UK in Palestine, is exempt from VAT.

Quotations must be fixed price, expressed in USD.

The anticipated subcontract type for this procurement will be a firm fixed priced subcontract.

It is anticipated that Tasdeer will subcontract for the full quantities of commodities and services described in this RFQ. However, Tasdeer reserves the right to subcontract for less or more quantities and/or services at its discretion. An offeror may present a proposal for less than the list of commodities as described in Annex 1, but Tasdeer's preference is for proposals that address the complete technical solution.

#### 5.2 Validity Period

Offers must remain valid for at least 90 calendar days after the offer deadline.

### 5.3 Negotiations

Best and final price quotations are requested from all offerors. It is anticipated that awards will be made solely on the basis of these original quotations. However, Tasdeer reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract.

#### 5.4 Basis for Award

Proposals will be evaluated based on their price-competitiveness for technically compliant offers:

Categories	Evaluation criterion	Comment
Compliance	Pass/Fail	Successful and up-to-date completion of the due diligence questionnaire
	Pass/Fail	Evidence of current licenses and certifications (if applicable)
Technical Criteria acceptability	Compliance with requi	red technical specifications (Pass/ Fail)
Commercial Criteria	Lowest price	

Full scoring criteria are available in Annex 5.

#### 5.4.1 Awarding to multiple bidders

In cases where Tasdeer deems that no single offeror can fulfil all the requested service requirements, Tasdeer may select multiple offerors for different services. In such a scenario two or more offerors may be selected and Tasdeer will clearly articulate which services each offeror will provide to Tasdeer.

### **Commercial Evaluation Criteria (see Annex 5)**

### **Technical Acceptability Criteria (see Annex 6)**

Best-offer quotations are requested. It is anticipated that the award will be made solely on the basis of these original quotations. However, Tasdeer reserves the right to conduct any of the following:

Tasdeer may conduct negotiations with and/or request clarifications from any offeror prior to award.

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- While preference will be given to offerors who can address the full technical requirements of this RFQ, Tasdeer may issue a partial award or split the award among various offerors, if in the best interest of the Tasdeer Programme.
- Tasdeer may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that FCDO is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the Tasdeer Programme for consideration, as FCDO will not consider protests regarding procurements carried out by implementing partners. Tasdeer, at its sole discretion, will make a final decision on the protest for this procurement.

#### 5.5 Terms and Conditions of Subcontract

By issuing this RFQ, Tasdeer is not bound in any way and does not have to accept any Proposal. Tasdeer may negotiate with more than one Potential Vendor. If Tasdeer deems your Proposal incapable of satisfying the requirements in accordance with this document, Tasdeer reserves the right to reject the Proposal.

The instructions contained in the RFQ constitute the "Conditions of Proposal". The Potential Vendor must ensure that each and every employee, sub-consultant, consortium member and any other person/organization the Potential Vendor involves in its Proposal, abides by these Conditions of Proposal. The Potential Vendor shall be responsible for any breach of the Conditions of Proposal by it and anyone they have involved in their response to this RFQ. No statement made by the Tasdeer team express or implied in the course of this procurement process is intended to form any express or implied contractual relationship between the parties unless and until the contract is awarded and signed by the parties.

It shall remain the Bidder's responsibility to ensure the Proposal reaches the address above on or before the deadline. Proposals that are received by Tasdeer after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that it is signed and in the .pdf format, and free from any viruses or corrupted files.

Please note that this procurement is dependent on budgetary approval from FCDO.

### 5.5.1 Due diligence

All Tasdeer vendors must be able to commit and sufficiently demonstrate that they are in a position to adhere to the due diligence minimum requirements and can ensure that any vendor, sub-consultants, agents, servants, or employees engaged by them shall do the same. Please refer to Annex 7 for Cowater's Standard Due Diligence Form.

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### **ANNEX 1: DETAILED SPECIFICATIONS AND REQUIREMENTS**

# FCDO Occupied Palestinian Territories (OPTs) Trade Facilitation and Customs Support (Tasdeer) Programme

### 1. Background

The Leather and Shoes Testing Laboratory was established in 2020 to perform quality and standards testing, with the aim of improving the export capacity of Palestine's leather and shoes sector. The lab was created as the result of a joint effort between the Palestine Metrology and Standards Institute, the Ministry of National Economy, Palestine Polytechnic University, the Hebron Chamber of Commerce and Industry, the Shoe and Leather Industry Cluster, and the Federation of Leather Industries.

As part of Workstream 2, Tasdeer intends to build the capacity of Palestine's Leather and Shoes Testing Labs by providing and installing new equipment that will increase the scope of their testing services.

For this purpose, Tasdeer conducted a comprehensive assessment of the labs and has identified testing equipment that is necessary for the upgrading process.

Tasdeer is looking to add testing equipment that provides the needed services, requires low maintenance, and is available locally. Moreover, it is essential that the equipment conforms with the international standards to support PSI and the labs' international accreditation.

### 2. The Services and Deliverables

The Vendor shall provide the following Services:

Supply, installation, and configuration of the hardware at the Leather and Shoes Lab. This also includes providing training on the equipment installed to the labs staff:

# 1. TESTING EQUIPMENT

Testing Machine/tool	Reference standard /specifications	No of Units
Toe Caps Impact Tester	EN ISO 20344:5.4; EN ISO 22568-1; EN ISO 22568-2. Including - Device to make plasticine cylinders; - 6 (six) pack of plasticine; - Dial gauge to measure the height of the plasticine; - Device for internal toecap length measurement, HILA HD08 - Clamping fork according to EN ISO 20344:5.4 and EN ISO 22568; - Impact striker according to EN ISO 20344:5.4 and EN ISO 22568;	1
Toe Compression Device,	EN ISO 20344 and EN ISO 22568;	1
Leak proofness Tester	EN ISO 20344:5.7	1
Water Vapour Permeability Tester	EN ISO 20344; EN ISO 14268; EN 13515; ISO 17699; TM172; EN 420:6.3. Including: - 01 (one) Standard Cutting Die 03 (three) Kg of Standard Silica Gel; - 06 (six) Standard Glass Bottles.	1
Water Vapour Absorption Tester	According to EN ISO 203446.7 Including: - 01 (one) Standard Cutting Die	1
"VAMP" Flexing Tester, with 12 stations	ISO 5402-2; ISO 4643; ISO 5423; SATRA TM25. Including: 01 (one) Sample cutting die	1
"ROSS" flexometer,	ISO 4643; ISO 5423; TM60; Including: 01 (one) Standard chisel;	1
"MARTINDALE" Abrasion Tester,	With 4 stations, in accordance with ISO 12945-2; EN ISO 5470-2; EN ISO 20344:6.12; EN 13520; EN ISO 17704; ISO 12947-1; EN 530; TM 31. Including: - 01 (one) Cutting dies for samples and reference abradant cloth; - 01 (one) set of standard sample holders and weights for 12 kPa pressure; - 01 (one) set of standard sample holders and	



	weights for 09 kPa pressure; - 01 (one) Auxiliary weight (Ø 120 mm and 2,5 Kg); - 20 (twenty) Standard felt discs; - 40 (forty) Standard abradant fabric.	
Sole Abrasion Tester	ISO 4649; ISO 20871; SATRA TM 174 Including: - 01 (one) Sample cutting die	1
Electrical Conductivity Tester	EN ISO 20344:5.10 and IEC 61340-4-3	1
Penetration Resistance Device,	For non-metallic inserts, EN ISO 22568-4:5.1 (Annex A)	1
Device for Penetration Resistance of Footwear	EN ISO 20344:5.8.2	1
Seat Region Energy Absorption Device	EN ISO 20344:5.14	1
Installation and training	Training on sample and travel cost	1
Other tools for the available equipment	Load cell, plastic plates, environment metre	1
Laboratory dyeing machine- ECO dryer	18 pieces of 300cc pot, electric heat-conducting type laboratory dyeing machine that offers the advantages of a Glycerin type dyeing machine and also provides features of an infrared type dyeing machine with improvements on the two conventional designs. Touch screen controller.	
Laboratory drum dyeing testing machine,	Drum colour, single compartment used for shrinkage tests, fixing colour tests, and repairing dyed material.	1
Laboratory oscillating dyeing machine.	Single bath type, standard type suitable for laboratory applications under atmospheric temperatures, such as recipe dyeing test, soaping, fixing, bleaching test etc. after treat process	1
Laboratory hot air drying oven	For drying samples after centrifuging, with standard accessories	1
Multi-light colour assessmen cabinet.	t6 light specially designed to supply standard, objective light for precisely controlling Q.C. and contrast of material, 1 colour of products.	1
Laboratory stirrer	Magnetically coupled stirring action offers variable speeds up to max. 720rpm, covering virtually any application. (Mixing dyestuffs). 12 PCS of glass bottles and stirrers	1
Tensile machine	Up 1000 N	1
Balance	5kg, 0.001g	
Laboratory dyeing machine- ECO dryer	18 pieces of 300cc pot; electric, heat-conducting laboratory dyeing machine, which offers the advantages of a Glycerin type dyeing machine and also provides the features of an infrared dyeing machine, with improvements on the two conventional designs. Touch screen controller.	1
1000N LOAD Cell		2

Testing Machine/tool	Reference standard	No of Units
UV Spectrophotometer	ISO 17075, for testing Chromium VI	1
Water Bath	Flask shaker	1
Vacuum rotary evaporator	With vacuum control and water bath	1
mechanical orbital shaker,	(100 ± 10) min−1.	
Total		

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### 3. Commencement and Duration of the Services

The Vendor shall provide us with the exact delivery time in their proposal, which should include all the items and services.

### 4. Reporting requirements

The Services will include the provision of regular reporting, including updates on shipment status and timelines.

#### 5. Insurances

A list of insurances held by the organization along with the coverage levels should be provided as part of the submission.

#### 6. Personnel Qualifications and Certifications

A list of all personnel who will be involved with the Hardware configurations, along with their CVs, should be provided as part of the submission.

### 7. Invoicing requirements

Invoices must be sent to the following address: **Cowater International – Trade Facilitation and Customs Support Programme – Tasdeer**, Attention: Hanadi Musleh – Finance & Operations Lead, 6 Yaffa Street, Al Bardouni Building, 7<sup>th</sup> Floor, Ramallah, Palestine Tel: +972 (0) 2 2929287

The invoices must include the following information:

- The Vendor may be required to submit a zero VAT invoice (Tasdeer is a VAT Exempted Programme)
- Contact Name: [Full Name, Company Name, Address and Tel Number]
- Account Name: [Beneficiary Name, Bank Name, Bank Address and Branch, Account Number, Currency, IBAN Number and SWIFT Code]

The vendor should provide us with a payment schedule for delivery of items and training.

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# **ANNEX 1: Evidence of Responsibility Statement**

# Evidence of Responsibility Statement

This statement describes the offeror's internal policies and procedures, as well as its ability to comply with the terms and conditions of a potential subcontract resulting from RFQ No. TFCS-RFQ-2022-002. The offeror shall complete the information in this statement as part of its proposal.

the information in this statement as part of its proposal.
Company Name:
1. Authorized Negotiators
The offeror's proposal in response to RFQ No. TFCS-RFQ-2022-002 may be discussed with any of the following individuals. These individuals are authorized to represent our company in negotiation of this proposal.
Names of authorized negotiator(s):
These individuals can be reached at the following office:
Address: Telephone/Email:
2. Adequate Financial Resources We hereby certify that the above-named company maintains adequate financial resources to manage ar subcontract resulting from this offer.
3. Ability to Comply
We certify we are able to comply with the proposed schedule and period of performance, having taken in consideration all existing business commitments, commercial as well as governmental.
4. Record of Performance, Integrity, and Business Ethics Our record of integrity is outstanding. We have no allegations of lack of integrity or of questionable business ethic Our integrity can be confirmed by our Past Performance References, contained in the Technical Volume.
5. Organization, Experience, Accounting and Operational Controls, and Technical Skills  Describe how the subcontract will be managed:
6. Equipment and Facilities  We maintain the necessary facilities and equipment to carry out the subcontract.
7. Eligibility to Receive Award  We are qualified and eligible to receive an award under applicable laws and regulation. In addition, we have performed similar work – describe:
8. Acceptability of Subcontract Terms and Conditions  We have reviewed the solicitation document and attachments and agree to the terms and conditions set for therein.
I hereby certify that the above statements are true and accurate, to the best of my knowledge.
Company Name:
By (Signature): Title:
Printed Name: Date:



### **ANNEX 2: Request for Quotation Cover Letter**

[On Firm's Letterhead]

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror, as part of the Technical Volume:

To: Cowater International – Tasdeer Programme

**Ramallah Office** 

Reference: RFQ no. TFCS-RFQ-2022-002

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm's principal officers, and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Cowater or Tasdeer programme staff members.
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Cowater' prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature:	
Name and Title of Signatory:	
Date:	
Company Name:	
Company Address:	
Company Telephone and Website:	
Company Registration or Taxpayer ID Number:	
Does the company have an active bank account (Yes/No)?	
Official name associated with bank account (for payment):	

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# **ANNEX 3: Price Schedule**

Item No.	Item Name	Description/Specifications	QTY	Unit Price	Total Price
1.					
2.					
3.					
4.					
4.					
5.					
6.					
7.					
8.					
0.					
9.					
10.					
11.					
12.					
14.					
13.					
GRAND T	OTAL IN Click here to enter to	ext.			
GRAND TO	OTAL IN US Dollars (USD)				\$
	5 : 7 12 :: 1 00 Donaio (00D)				•

**Delivery Period:** Click here to enter text.

Note: If the cost offer could be provided in USD, please adjust your cost proposal and mark clearly costs to be in the USD currency

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# **ANNEX 4: Proposal Checklist**

Offeror Name:
Have you?
Submitted your proposal to Cowater International / Tasdeer Programme by hand or mail to the as specified in General Instructions above?
Does your proposal include the following?
Signed Cover Letter (use template in Attachment 3)
Proposal of the Product or Service that meets the technical requirements as per Attachment A
Response to each of the evaluation criteria

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### **ANNEX 5: Commercial Evaluation Criteria**

The lowest priced technically acceptable offer will be selected.

# **ANNEX 6: Technical Acceptability Criteria**

Scoring Guide	Score	Qualitative Comment/Feedback
Items		1
The supplier has demonstrated that lead times for procurement of equipment are reasonable.	Pass/Fail	N/A
The supplier has supplied proof that they have a substantial base of operations in Palestine.	Pass/Fail	N/A
Delivery of Products shall mean the Equipment is on-site, running and operational. Delivery of Equipment does not constitute Acceptance.	Pass/Fail	N/A
The Supplier shall provide the Installation, configuration and commissioning of the Equipment (and all required services) in accordance with the times and terms set in the project plan, per the contract agreement.	Pass/Fail	N/A
The Supplier warrants that all installation, setup and configurations will be conducted by professional and skilled persons	Pass/Fail	N/A
The Supplier shall support PSI through Tasdeer's team to perform and execute Acceptance Testing for each deliverable of the project, and for the project as a whole.	Pass/Fail	N/A
The Supplier agrees to rectify any and all defects/issues found in the equipment and its configurations during the testing.	Pass/Fail	N/A
In the event that the equipment does not satisfactorily pass the tests, the Supplier shall rectify the defects and, if necessary, replace the defective equipment within a period not longer than ten (10) business days after receiving the notification of refusal	Pass/Fail	N/A
The Supplier agrees to allocate qualified and sufficient team personnel on-site at PSI for support.	Pass/Fail	N/A
The Supplier warrants that all delivered products shall be new and unused, and that he/she has sole responsibility for the quality of the Equipment and Services supplied or provisioned under the agreement contract.	Pass/Fail	N/A
The Supplier shall be responsible for the support and maintenance of all the components of the solution; equipment and systems (hardware and related software), including 3rd party components.	Pass/Fail	N/A
The Supplier shall be required to provide training for the installation, setup, configuration, provisioning, operation, troubleshooting, and maintenance of all components of the delivered solution.	Pass/Fail	N/A
The Supplier warrants that all training will be conducted by professional and skilled trainers.	Pass/Fail	N/A
The Supplier undertakes to promptly remedy, all defects discovered in the equipment and software, within the warranty period or any extended support & maintenance period, by either repairing or replacing the defective equipment and software or its defective part, at the Supplier's own cost and expense (including labour), so as to ensure that the equipment and software are fully operational.	Pass/Fail	N/A

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### **ANNEX 7: Cowater's Standard Due Diligence Form**



# **Due Diligence Questionnaire**

This questionnaire is part of the due diligence process that Cowater undertakes when considering external organizations for subcontracts, grants, consortiums, or other inter-organizational relationships. It reflects the due diligence requirements of Cowater's clients, governmental authorities, and financial institutions regarding Cowater's supply chain in such areas as: legal capacity to contract, political exposure, anti-corruption, anti-terrorism, compliance with international sanctions, safeguarding, and financial capacity. For the purposes of this questionnaire, the relevant third-party organization will be referred to asthe "Entity". It is important to answer all questions candidly and to the best of the Entity's ability.

If there is insufficient space in the form for the response, please attach additional sheets.

. In	Information about the Entity			
1.	Full legal name of Entity			
2.	Registered address of Entity			
_				
3.	Legal form of Entity (e.g., sole proprie	torship, corporation, partnership, non-pro	ofit organization)	
4.	Date of initial registration or incorporate	tion		
_				
5. 6.	Please attach a copy of the Entity's Number of years the Entity has been a	certificate of registration actively operating		
		, , ,		
7.	List of countries in which the Entity cu	rrently operates		
8.	Country (countries) in which the Entity	will potentially be working with Cowater		
9.	Please provide a brief description of the	ne Entity's core business and expertise		
10.	Please specify a contact person for possible follow-up questions  Contact Person			
	Surname, first name	Email	Phone	



### 2. Ownership structure

- 11. **Please attach an organization chart** detailing the Entity's affiliations with other entities (e.g. parent, subsidiaries, common ownership, 'sister' organizations, etc.) and the respective ownership interests.
- 12. For natural persons or entities with at least 10% ownership in the Entity, please complete the following

Significant Shareholders		
Shareholder Name	Ownership %	

13. Please provide information about the Ultimate Beneficial Owner(s)<sup>1</sup> of the Entity.

Ultimate Beneficial Owners			
Surname, first name	Nationality	Address	

<sup>&</sup>lt;sup>1</sup> <u>Definition:</u> "Ultimate Beneficial Owner(s)" or "UBO(s)" is a natural person or entity who (a) holds an interest of minimum 25% capital of the legal Entity, (b) directly or indirectly (i.e. through intermediary entities), has a minimum 25% voting rights at the general meeting of shareholders, (c) receives minimum 25% of said legal Entity's capital as beneficiary, or (d) controls the Entity by other means (e.g. by means of a shareholder's agreement, authority to appoint members of the board of directors, veto right(s)).

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### 3. Board of Directors

14. Please provide the following information for members of the Board of Directors

**Board of Directors** 

	Surname, first name	Nationality
4. Po	olitical Exposure Disclosure - Public Official <sup>2</sup> (s)	
15.	Does any current Public Official, or immediate family member of interest or exert control over the Entity?	f such a person, have any ownership
	Yes □ No □	
	If 'Yes' please provide details	
16.	Does any former (within the past five years) Public Official, or person, have any ownership interest or exert control over the E	
	Yes □ No □	
	If 'Yes' please provide details	
17.	Is any current Public Official, or immediate family member of su Entity?	ich a person, a director or officer the
	Yes □ No □	
	If 'Yes' please provide details	
	The process provides designed	
18.	Is any former (within the past five years) Public Official, or immed a director or officer the Entity?	iate family member of such a person,
	Yes □ No □	
	If 'Yes' please provide details	

<sup>&</sup>lt;sup>2</sup> <u>Definition:</u> "**Public Official**" means whether paid or unpaid: (a) any official or employee of any government agency or government owned or controlled enterprise; (b) any person performing a public function; (c) any official or employee of a public international organization including without limitation donor or funding agencies; (d) any candidate for political office; or (e) any political party or an official of a political party.

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### 5. Codes of Conduct

19.	Does the Entity have policies and procedures to ensure ethical business practices and prevent bribery and corruption?
	Yes □ No □
	If 'Yes', please briefly describe them, including how the Entity ensures compliance
20.	Does the Entity have policies and procedures with respect to child protection for its operations and supply chain?
	Yes □ No □
	If 'Yes', please briefly describe them, including how the Entity ensures compliance
21.	Does the Entity have policies and procedures with respect to Safeguarding <sup>3</sup> in its operations and supply chain?
	Yes □ No □
	If 'Yes', please briefly describe them, including how the Entity ensures compliance
22.	Does the Entity have policies and procedures with respect to the avoidance of conflicts of interest?
	Yes □ No □
	If 'Yes', please briefly describe them, including how the Entity ensures compliance
23.	Does the Entity have policies and procedures to ensure compliance with international financial sanctions in its transactions and supply chain?
	Yes □ No □
	If 'Yes', please briefly describe them, including how the Entity ensures compliance
24.	Does the Entity conduct anti-terrorism screening of its supply chain?
	Yes □ No □
	If 'Yes', please briefly describe them, including how the Entity ensures compliance

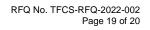
<sup>&</sup>lt;sup>3</sup> <u>Definition:</u> "**Safeguarding**" policies are to eliminate the risk of poor human rights practices and include: (i) sexual exploitation, abuse and harassment; (ii) all forms of child abuse; (iii) inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture, or disability; and (iv) forced labour. Entities must place an emphasis on the control of these and other unethical and illegal employment practices such as human trafficking and modern-day slavery, forced labour, child labour, and other forms of exploitative and unethical treatment of workers.





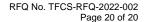
25.	Does the Entity have policies and procedures international, national, and local environmental standards and codes that are specific to its indu	laws and regulation		
	Yes □ No □			
	If 'Yes', please briefly describe them, inclu	iding how the Entit	y ensures comp	oliance.
. F	inancial Capacity			
26.	Please provide details of the following summary the past two years and, if available, for one fore		ne Entity's finan	cial statements for
Cu	rrency for (a) through (d)			
		Two Years Ago	Last Yea r	Projecte dNext Year
,	Turnover [i.e. annual revenue]			
b)	Total Assets Total Liabilities			
d)				
,	Current Ratio [current assets ÷ current liabilities]			
f)	Quick (Acid Test) Ratio [liquid <sup>4</sup> current assets ÷ current liabilities]			
g)	Debt to Assets Ratio [total liabilities ÷ total assets]			
27.	The Entity is encouraged to submit its <b>financial</b>	statements for th	e previous two	years.
. D	isclosures			
28.	Has the Entity or any of the Entity's sharehold associated entities, or employees been the subfirms and individuals), criminal proceedings, a fraud, or similar offences at any time in the past	oject of debarment and/or professiona	(e.g. World Ba I suspensions r	nk list of debarred
	Yes □ No □			
	If 'Yes,' provide details			

<sup>&</sup>lt;sup>4</sup> <u>Definition:</u> "**Liquid**" current assets are "near cash" assets and exclude inventory/work in progress and prepaids





29.	Has the Entity or any of the Entity's shareholders, directors, officers, ultimate beneficial owners, associated entities, or employees been in the last 10 years, or are they currently being, prosecuted for bribery, influence peddling, money laundering, terrorist financing, tax evasion, cartel, anticompetitive practices or other offenses relating to the conduct of business? (Yes/No)
	Yes □ No □
	If 'Yes', identify the concerned Entity or person(s) provide a summary of the proceedings
30.	Currently or in the last five years, is/has the Entity or any of the Entity's shareholders, directors, officers, ultimate beneficial owners, or associated entities been a sanctioned party? (Yes/No)
	Yes □ No □
	If 'Yes', identify the concerned Entity or person(s), the relation of the sanctioned party to the Entity, and the relevant sanction list for which the Entity or person(s) has been identified
8. De	eclarations
31.	<b>No pending suits or actions:</b> The Entity declares and guarantees that it is under no obligation or prohibition, nor is it subject to or threatened by any significant actions, suits or proceedings that could or would (a) render the Entity unable to fulfill it contractual commitments due to insufficient financial capacity and/or (b) render the Entity's disclosures invalid.
	Check to confirm □
	If unable to confirm, provide details
32.	Anti-terrorism: The Entity declares and guarantees that the funding for the purposes of the project will not knowingly be used to benefit terrorist groups or individual members of those groups, or for terrorist activities, either directly or indirectly, as per the Consolidated United Nations Security Council Sanctions List.
	Check to confirm □
	If unable to confirm, provide details
33.	<b>No code violations:</b> The Entity declares and guarantees that neither the Entity, nor any of the Entity's Directors or Officers, nor any of the Entity's staff assigned to the opportunity or project that is related to this due diligence questionnaire appear on any watch-lists for anti-corruption, anti-terrorism, or international sanctions.
	Check to confirm □
	If unable to confirm, provide details





**Prior to contracting:** Prior to concluding a contractual relationship with Cowater, the Entity confirms its understanding and acceptance that it shall also be required to demonstrate evidence confirming that the Entity is in good standing as at the contract date; evidence confirming the Entity's compliance with relevant country tax regulations, including payroll withholdings; and confirmation of the Entity's acceptance of relevant codes of conduct (client codes and Cowater's Supply Chain Code of Conduct).

Signature	
Name and title of signatory	
Entity	
Date	