

## Addendum to Tender Dossier

Date	26/10/2023
Amendment No.	2/ 09 - QADER - 2023
Tender No.	09 - QADER - 2023
Tender Name	Procurement of Rehabilitation Equipment & Supplies

Dear Prospective offeror,

Reference to the above-mentioned tender, kindly note the following amendments on the tender document.

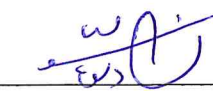
### Invitation to Tender, article 6. Place and Date of Tender Submission

Original Article as per the Tender Dossier and its amendments	Revised Article
6.1 Tenders shall be submitted in sealed envelopes at <b>QADER for Community Development</b> in Beit Jala or to <a href="mailto:procurement@qader.org">procurement@qader.org</a> no later than <b>15:00 PM on Thursday 26/10/2023</b> .	6.1 Tenders shall be submitted in sealed envelopes at <b>QADER for Community Development</b> in Beit Jala or to <a href="mailto:procurement@qader.org">procurement@qader.org</a> no later than <b>15:00 PM on Thursday 02/11/2023</b> .
6.2 Tenders will be opened in the presence of Bidders who intend to attend at <b>15:00 PM on Saturday 26/10/2023</b> .	6.2 Tenders will be opened in the presence of Bidders who intend to attend at <b>15:00 PM on Thursday 02/11/2023</b>

### Invitation to Tender, article 8. Validity of Tenders

Original Article as per the Tender Dossier	Revised Article
Bidders participating in this Tender shall submit a Tender security of <b>5% of price offer price</b> (or equivalent) in the name of <b>QADER for Community Development</b> valid for a period of not less than <b>120 days</b> , in a bank guarantee or a bank certified check. Personal cheques are <b>not</b> acceptable.	Bidders participating in this Tender are not requested to furnish a Tender security of <b>5% of price offer price</b> (or equivalent) due to the current political situation.

Best Regards,



Nadine Shomali  
Procurement Officer



## Addendum to Tender Dossier

Date	19/10/2023
Amendment No.	1/ 09 - QADER - 2023
Tender No.	09 - QADER - 2023
Tender Name	Procurement of Rehabilitation Equipment & Supplies

Dear Prospective offeror,

Reference to the above-mentioned tender, kindly note the following amendments on the tender document.

### Invitation to Tender, article 6. Place and Date of Tender Submission

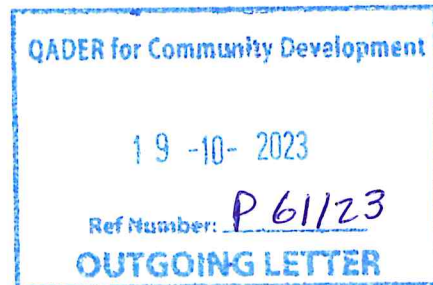
Original Article as per the Tender Dossier	Revised Article
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6.2 Tenders will be opened in the presence of Bidders who intend to attend at <b>14:00 PM on Saturday 21/10/2023</b> .	6.2 Tenders will be opened in the presence of Bidders who intend to attend at <b>15:00 PM on Thursday 26/10/2023</b> .

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Best Regards,

Nadine Shomali  
Procurement Officer





**Procurement of Rehabilitation Equipment & Supplies**

**For the Community Centers in Jericho, Idna, Yatta, and Samou', and Al Rahma Society in Beit Ula**

**Tender Number: 09 – QADER – 2023**

**TENDER DOSSIER**

**October, 2023**



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**INVITATION TO TENDER**  
**Tender No. (09 - QADER - 2023)**

**Dear Bidders,**

**1. Introduction:**

QADER for Community Development with the support of Save the Children Norway, intend to support several community and rehabilitation centers in Hebron and Jericho Governorates who provide services to children with disabilities.

in this connexion, QADER would like to contract a local supplier for the procurement of rehabilitation equipment and supplies for the centers. QADER for Community Development hereby invite you to submit your offer for this tender.

**2. Tender Name:**

**Procurement of Rehabilitation Equipment & Supplies** for the Community Centers in Jericho, Idna, Yatta, Samou' and Al Rahma Society in Beit Ula.

**3. Subject of Tender:**

The Tender consists of **Rehabilitation Equipment & Supplies** for the community centers in Jericho, Idna, Yatta, Samou', and Al Rahma Society in Beit Ula, specifically for the MOVE programs, Physiotherapy clinics, and speech therapy clinics. More details about the subject of the tender are provided in the Tender Documents.

**4. Eligible Bidders:**

The Tender is open for all concerned companies who are officially registered at the Palestinian Ministry of National Economy and the Palestinian Ministry of Finance.

**5. Tender Documents:**

Tender Documents can be downloaded from **QADER for Community Development website** for free.

**6. Place and Date of Tender Submission:**

- 6.1. Tenders shall be submitted in sealed envelopes at **QADER for Community Development** in Beit Jala no later than **14:00 PM on Saturday 21/10/2023**.
- 6.2. Tenders will be opened in the presence of Bidders who intend to attend at **14:00 PM on Saturday 21/10/2023**.
- 6.3. Tender evaluation will be conducted in private.

**7. Currency of Tender**

The currency of the Tender is USD, and **NOT Including VAT**.



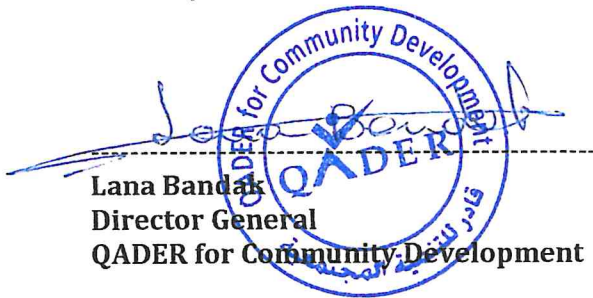
**8. Validity of Tenders:**

Bidders participating in this Tender shall submit a Tender security of **5% of price offer price** (or equivalent) in the name of **QADER for Community Development** valid for a period of not less than **120 days**, in a bank guarantee or a bank certified check. Personal cheques are **not** acceptable.

**9. Procuring Entity:**

This tender is launched by QADER for Community Development.

Sincerely,



Lana Bandak  
Director General  
QADER for Community Development

10/10/2023

## Annex I : INSTRUCTIONS TO BIDDERS

### A. Introduction

#### 1. General:

Eligible bidders are invited under this tender to submit their offers for the supply of goods as detailed in **Annex X**, for Lot (A), Lot (B) or both lots.

#### 2. Eligible Bidders:

Bidders should not be associated, or have been associated in the past, directly, or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Tender.

#### 3. Cost of Tender:

The Bidder shall bear all costs associated with the preparation and submission of the Tender, and the procuring entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

#### 4. Examination of Solicitation Documents:

The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Tender.

#### 5. Clarification of Solicitation Documents:

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity. The response will be made in writing to any request for clarification of the Solicitation Documents that is received at least **7 days** prior to the Deadline for the Submission of Tenders. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that purchased the Solicitation Documents.

#### 6. Amendments of Solicitation Documents:

No later than **7 days** prior to the Deadline for Submission of Tenders, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Tenders.

### C. Preparation of Tenders

#### 7. Language of the Tender:

The Tender prepared by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Tender Data Sheet.



#### **8. Documents Comprising the Tender:**

The Tender must comprise the following documents:

- a) Tender Submission form.
- b) Tender Security.
- c) Price Schedule completed in accordance with Annexes V, VI and VIII and clause 11 of Instructions to Bidders.
- d) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Tender is accepted,
- e) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Tender Documents.

#### **9. Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as a qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Tender is accepted shall be established to the Procuring Entity satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

#### **10. Documents Establishing Goods' Conformity to Tender Documents:**

The Bidder shall also furnish as part of its Tender documents establishing the conformity to the Tender Documents of all goods and related services which the Bidder proposes to supply under the contract. The documentary evidence of conformity to the Tender Documents may be in the form of literature, drawings, and data; and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods.
- b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Tender Data Sheet, following commencement of the use of the goods.

#### **11. Tender Currency / Tender Prices:**

All prices shall be quoted in **USD and NOT Including VAT**. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender Price of the goods it proposes to supply under the contract.

#### **12. Period of Validity of Tenders:**

Tenders shall remain valid for **120 days** after the date of Tender Submission prescribed by the procuring entity pursuant to clause 16 of Instructions to Bidders. A Tender valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Tenders.



### 13. Tender Security:

The Bidder shall furnish as part of its Tender a Tender Securing Declaration and a Tender Security as specified in the **TDS**. A Tender Securing Declaration shall use the form included in **Annex VI** of this Invitation to Tender. The following should be adhered to:

- a) The Bidder has to furnish at its own cost and expense, as part of its Tender, a Tender Security to the Procuring entity in the amount as indicated in the **TDS**.
- b) The Tender Security is to protect the Procuring Entity against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- c) The Tender Security shall be denominated in USD or in a freely convertible currency and shall be in one of the following forms:
  - bank guarantee or irrevocable letter of credit, issued by a reputable bank, and in the form provided in these Solicitation Documents, or,
  - Certified cheque.
- d) Any Tender not secured in accordance with Clauses (13 a, and 13 c) above will be rejected by the Procuring Entity as non-responsive pursuant to clause 20 of Instructions to Bidders.
- e) Unsuccessful Bidder's Tender Security will be discharged or returned as promptly as possible.
- f) The successful Bidder's Tender Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- g) The Tender Security may be forfeited:
  - i. If a Bidder withdraws its offer during the period of the Tender Validity specified by the Bidder on the Tender Submission Form, or,
  - ii. In the case of a successful Bidder, if the Bidder fails to:
    - sign the Purchase Order in accordance with Clause 25 of Instructions to Bidders, or,
    - furnish Performance Security in accordance with Clause 26 of Instructions to Bidders.

### D. Submission of Tenders

#### 14. Format and Signing of Tender:

The Bidder shall prepare the Tender in typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Tender shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Tender.

#### 15. Sealing and Marking of Tenders:

- 15.1. The Bidder shall seal the Tender in a closed envelope.
- 15.2. The envelope shall be marked with:



**Tender Name: Procurement of Rehabilitation Equipment & Supplies**

**Tender Number: 09 – QADER – 2023**

**Lot (A):**-----

**Lot (B):**-----

**Submitted to:**

**QADER for Community Development  
Beit Jala Public Library Building, Al Salam Park Street,  
Beit Jala, Palestine  
Telefax: 2749767**

**Submitted by:**

**Bidder Name:**-----

**Bidder Contact Information:**-----

- 15.3. The envelope shall also indicate the name and address of the Bidder to enable the Tender to be returned unopened in case it is declared “late”.
- 15.4. If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Procuring Entity will assume no responsibility for the Tender’s misplacement or premature opening.
- 16. Deadline for Submission of Tenders/Late Tenders:**
- 15.5. Tenders must be delivered to QADER’s office on or before the date and time specified in section I of these Solicitation Documents.
- 15.6. The Procuring Entity may, at its discretion, extend this deadline for the submission of the Tenders by amending the Tender Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 15.7. Any Tender received after the Deadline for Submission of Tenders will be rejected and returned unopened to the Bidder.

**17. Modification and Withdrawal of Tenders:**

The Bidder may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the procuring entity prior to the deadline for submission. No Tender may be modified after passing of the Deadline for Submission of Tenders. No Tender may be withdrawn in the interval between the Deadline for Submission of Tenders and the expiration of the Period of Tender Validity.

**E. Opening and Evaluation of Tenders**

**18. Opening of Tenders:**

- 15.8. The Procuring Entity will open all Tenders in the presence of Bidders’ Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders’ Representatives who are present shall sign a register evidencing their attendance.



- 15.9. The Bidders' names, Tender Modifications or withdrawals, Tender Prices, discounts, and the presence or absence of requisite Tender Security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No Tender shall be rejected at Tender Opening, except for Late Tenders, which shall be returned unopened to the Bidder pursuant to clause 16 of Instructions to Bidders.
- 15.10. Tenders (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Tender Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Tenders will be returned unopened to the Bidders.
- 15.11. The Procuring Entity will prepare minutes of the Tender Opening.

**19. Clarification of Tenders:**

To assist in the examination, evaluation and comparison of Tenders the procuring entity may at its discretion ask the Bidder for clarification of its Tender. The request for clarification and the response shall be in writing and no change in price or substance of the Tender shall be sought, offered or permitted.

**20. Preliminary Examination:**

- 20.1. Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender to the Invitation to Tender. A substantially responsive Tender is one which conforms to all the terms and conditions of the Invitation to Tender without material deviations.
- 20.2. The Procuring entity will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 20.3. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Tender will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4. A Tender determined as not substantially responsive will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**21. Evaluation of Tenders:**

Determination of compliance with the Solicitation Documents is based on the content of the Tender itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.	Compliance with pricing conditions set in the Invitation To Tender.
2.	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
3.	Compliance with Special and General Conditions specified by these Solicitation Documents.
4.	Compliance with start-up, delivery or installation deadlines set by the procuring entity.



Evaluation Criteria	
5.	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the projects.
6.	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this Invitation to Tender (e.g. performance guarantees, warranties, or insurance coverage, etc).
7.	Proof of after-sales service capacity and appropriateness of service network.

## F. Award of Contract

### 22. Award Criteria:

The Procuring Entity will award the contract to the technically qualified Bidder with (lowest priced - best quality) offer. The Procuring Entity reserves the right to accept or reject any Tender, to annul the solicitation process and reject all Tenders at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Procuring Entities' action.

### 23. Procuring Entities' Right to Vary Requirements at Time of Award:

The Procuring Entity reserves the right at the time of making the award of contract to increase or decrease the quantity of goods by up to **40%** specified in the Schedule of Requirements and **TDS** without any change in unit price or other terms and conditions.

### 24. Notification of Award:

Prior to the expiration of the period of Tender Validity, the Procuring Entity will send the successful Bidders the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.

### 25. Signing of the Purchase Order:

Within **7 days** of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the Procuring Entity.

### 26. Performance Security:

The successful Bidder shall provide the Performance Security on the Performance Security Form provided in these Solicitation Documents, within **15 days** of receipt of the Purchase Order from the Procuring Entity.

Failure of the successful Bidder to comply with the requirement of clause 25 or clause 26 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new Tenders.



## Annex II : Tender DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
<b>Language of the Tender</b>	English
<b>Clarifications</b>	Email: procurement@qader.org
<b>Tender Price</b>	The prices quoted shall include all costs associated with transport, delivery, and assembly of goods in final destinations.  <u>Final destinations of goods are:</u> The Centers located in the following cities/towns: <b>Jericho, Idna, Yatta, Samou', and Beit Ula.</b>
<b>Currency</b>	USD
<b>Documents comprising the Tender</b>	The following documents should be submitted by the Bidder: a. Tender Submission Form (Annex V) b. Tender Security (as specified below) c. Price Schedule (Annex X) duly signed and stamped on each page. d. All documents listed below in "Documents Establishing Bidder's Eligibility & Qualifications".
<b>Documents Establishing Bidder's Eligibility &amp; Qualifications</b>	a. <b>Valid registration at Ministry of National Economy</b> b. <b>Valid registration at Ministry of Finance</b> c. <b>Valid Deduction at source certificate.</b> d. List and value of contracts successfully completed in the last 3 years of a similar size and nature, including contact details of clients who could be contacted for reference purposes. e. Information regarding any litigation, current or during the last 5 years in which the Bidder was/is involved, the parties concerned and the disputed amounts and awards. f. Full details of warranty provided and response lead time to fix a defaulted item within the warranty period or replacement if applicable. g. Work plan, detailing project timeline and milestones from placement of order to delivery and installation. ▪ The evaluation committee reserves the right to do physical check on quality, finish, and performance of potential Bidders. Therefore, if quality, finish, and



Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
	<p>performance of the Bidder are not sufficient and up to a good standard, then the procuring entity can disqualify the Bidder.</p> <ul style="list-style-type: none"> <li>▪ Bidder must be well established and experienced in terms of qualified technicians and machineries.</li> <li>▪ The bidder must be a manufacturer or supplier that has an official established sub- contracting agreement with a manufacturer.</li> <li>▪ In case Bidder is a supplier, then Bidder must submit the sub-contracting agreement along with the Tender.</li> </ul>
<b>Tender Validity Period.</b>	<b>120 days</b>
<b>Tender Security</b>	Tender Security Declaration should be completed and provided with the Tender submission. Tender Security Declaration template can be found in Annex VI.
<b>Tender Security Amount</b>	<b>5% of total offer price</b>
<b>Tender Submission Deadline &amp; Location</b>	<p>Tender Envelopes should be submitted to:  <b>QADER for Community Development</b>            Beit Jala Public Library Building, Al Salam Park Street            Beit Jala, Palestine            Telefax: 02-2749767</p> <p>No later than: <b>14:00 PM on Saturday 21/10/2023.</b></p>
<b>Lots</b>	Bidders can submit their tenders' offering goods required under Lot (A) or Lot (B), or Both lots.
<b>Procuring Entity's Right to Vary Requirements at Time of Award</b>	<b>40% increase or decrease</b>
<b>Signing of the Purchase Order</b>	Within <b>7 days</b> of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the Procuring Entity.
<b>Taxes</b>	The project is VAT exempted; prices must <b><u>NOT INCLUDE VAT</u></b>



## ANNEX III : GENERAL TERMS AND CONDITIONS

### 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Orders may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Orders, as herein specified. Acceptance of this Purchase Orders shall affect a contract between QADER and the successful bidder under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind Procuring entity unless agreed to in writing by a duly authorized official of PROCURING ENTITY.

### 2. PAYMENT

- 2.1. Each partner municipality shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3. The prices shown in this Purchase Order may not be increased except by express written agreement of PROCURING ENTITY.

### 3. TAXES

The prices shall be **NOT Including VAT**, the project is VAT Exempted.

### 4. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by PROCURING ENTITY, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

### 5. INSPECTION

- 5.1. PROCURING ENTITY shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 5.2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

### 6. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by PROCURING ENTITY of the goods sold under this Purchase Order does not infringe any patent, design, tradename, or trademark. In addition, the Supplier shall, pursuant to this



warranty, indemnify, defend and hold PROCURING ENTITY harmless from any actions or claims brought against PROCURING ENTITY pertaining to the alleged infringement of a patent, design, tradename, or trademark arising in connection with the goods sold under this Purchase Order.

#### **7. RIGHTS OF PROCURING ENTITY**

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, PROCURING ENTITY may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event the PROCURING ENTITY may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of PROCURING ENTITY.

#### **8. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with PROCURING ENTITY to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by PROCURING ENTITY.

#### **9. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of PROCURING ENTITY, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, PROCURING ENTITY may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

#### **10. USE OF PROCURING ENTITY NAME OR EMBLEM**

The Supplier shall not use the name, emblem, or official seal of any of the PROCURING ENTITY for any purpose.

#### **11. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to the PROCURING ENTITY without specific permission of PROCURING ENTITY in each instance.





## 12. SETTLEMENT OF DISPUTES

### 14.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

### 14.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



## ANNEX IV: SPECIAL CONDITIONS

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

<b>Warranty/Guarantee</b>
If, within <b>12 months</b> after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
<b>Liquidated damages</b>
If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Procuring Entity shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of <b>10 %</b> of the delayed goods Purchase Order price. Once the maximum is reached, the Procuring Entity may consider termination of the Purchase Order



## ANNEX V - TENDER SUBMISSION FORM

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

To: **QADER for Community Development**

Dear Sir / Madam,

Have examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute this tender in conformity with the said Tender documents for the amount as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to execute in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for a period of **120 days** from the date fixed for opening of Tenders in the Invitation to Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If requested, we also agree to furnish the PROCURING ENTITY with further references by way of an authorization letter from our Bank(s).

We understand that you are not bound to accept any Tender you may receive.

Dated this ..... day of ..... [year].

.....

Signature

.....

[in the capacity of]

Duly authorized to sign the Tender for and on behalf of .....



## ANNEX VI : TENDER SECURITY DECLARATION

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

Date: [-----]

Tender No.: 07/JP/PMSP/2012

To: **QADER for Community Development**

We, the undersigned, declare that:

We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of **30** days after the expiration of our Tender.

Signed: -----

In the capacity of -----

Name: -----

Duly authorized to sign the Tender for and on behalf of:

-----

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [

Company Seal

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]



## ANNEX VII : TENDER SECURITY FORM

To: **QADER for Community Development,**

Whereas [name of contractor.....]  
(hereinafter called the "Contractor") has submitted its Tender dated [date  
submission of proposal.....] for supplying the goods under this  
Invitation to Tender.

KNOW ALL PEOPLE by these presents that WE [name of  
bank.....], having our registered office at  
[address of bank.....] (hereinafter called "the Bank"), are  
bound unto [name of Procuring Entity.....] (hereinafter  
called "the Procuring Entity") in the sum of

-----  
for which payment well and truly to be made to the said Procuring Entity, the  
Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common seal of the said Bank this .....day of.....

THE CONDITIONS of this obligation are:

1. If the Contractor withdraws its Tender during the period of Tender validity specified by the Contractor on the Proposal Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Tender by the Procuring Entity during the period of validity of the proposal:
  - a) fails or refuses to execute the Contract Form, or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Contractors.

we undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.


This guarantee will remain in force up to and including **thirty (30)** days after the period of validity of the proposal, and any demand in respect thereof should reach the Bank not later than the above date.

.....


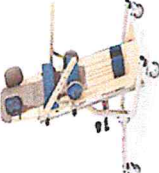
Signature of the Bank






**Annex VIII: SCHEDULE OF REQUIREMENTS  
LOT (A) : Equipment & Supplies for MOVE & PT**

Item No.	Item	Picture	Description / Specifications	Size	Quantity	
1.	Activity Chair		<p><i>as seen in picture, or similar.</i></p> <p>Suitable for feeding, speech therapy, active learning, and for clients with behavioral challenges. Featured as versatile, adaptable, durable. Has a wide range of optional accessories available to create an adaptive chair providing customized active seating for clients. Includes: Hi/lo base for easy transfers, optimal positioning, and instant access to any activity. And standard base for regular classroom use.</p>	<p><b>Accessories included:</b> Adjustable w/back spring, seatbelt, footboard, push handles, armrests, pads, adjustable winged headrest, small lateral support, tray, handhold, chest strap, butterfly harness, thigh belt, pelvic harness, abductor, leg prompt, pair of ankle strap.</p> <p><b>Accessories included:</b> Adjustable w/back spring, seatbelt, footboard, push handles, armrests, pads, contoured headrest, adjustable winged headrest, pair of large lateral support, tray, chest strap, slim cut butterfly harness, pelvic harness, large abductor, pair of abductors, leg prompt, pair of sandals.</p> <p><b>Accessories included:</b> Adjustable w/back spring, seatbelt, footboard, push handles, armrests, pads, pair of large lateral support with strap, tray, slim cut butterfly harness, thigh belt, pelvic harness, large abductor, leg prompt, pair of sandals, pair of wedges.</p>	<p align="center"><i>Small</i></p> <p align="center"><i>Medium</i></p> <p align="center"><i>Large</i></p>	<p align="center">2</p> <p align="center">2</p> <p align="center">2</p>




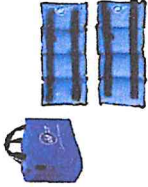
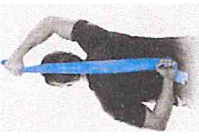
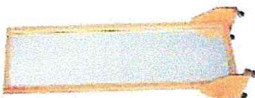
Item No.	Item	Picture	Description / Specifications	Size	Quantity
2.	Dynamic Stander		<p><b>as seen in picture, or similar.</b> Provides new independence and standing mobility for wheelchair-bound children and adolescents. It helps strengthen critical motor skills so that a child can progress toward independent standing.</p>	Small	3
3.	Standing Frame / Supine Stander		<p><b>as seen in picture, or similar.</b> Enabling vertical standing for adults and children with physical disabilities, it helps to strengthen core muscles and improve weight-bearing, weight-shifting and trunk control. In addition to promoting upright social interactions at the same eye-level with peers.</p>	Medium	4
			<p><b>Accessories included:</b> Small Frame, with body support with padding, seat pad, straps, fleece, pair of wheels, mounting bracket, arm prompt set, small pair of sandals with wedges.</p> <p><b>Accessories included:</b> Medium Frame, with body support with padding, seat pad, straps, fleece, pair of wheels, mounting bracket, arm prompt set, Communication tray, additional large seat pad, medium pair of sandals with wedges.</p>	Small	1
			<p><b>Accessories included:</b> Padding, footboard, adjustable armrest, hip strap, chest strap, leg straps, one pair of lateral blocks, one pair of headblocks, double-locking casters, small extra lateral blocks, clear tray, adjustable abduction wedges, medium pair of sandals, medium pair of wedges.</p> <p><b>Accessories included:</b> Padding, footboard, adjustable armrest, hip strap, chest strap, leg straps, one pair of lateral blocks, one pair of headblocks, double-locking casters, large extra lateral blocks, creamy tray, round abduction block, collar, large pair of sandals, hand anchor.</p>	Large	1





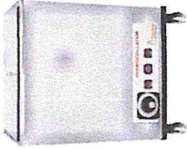
Item No.	Item	Picture	Description / Specifications	Size	Quantity
4.	Pacer Gait Trainer		<p><i>as seen in picture, or similar.</i> Designed for a wide range of children/adults with varying abilities, provides outstanding support in learning to walk, maintaining momentum, and building muscle skills. Modular design, durable, and flexible. Features include Prompts that attach anywhere; no tools required, simple two-handed height adjustments, innovative casters with swivel lock, brake, variable drag and one-way ratchet control, folding frame, other accessories that accommodate posterior or anterior gait trainer use.</p> <p><i>Accessories included:</i> Small Frame, small arm prompt set, small chest prompt, small pelvic support with handholds, small hip positioner with handhold, small thigh prompt set, Ankle prompt set, attendant guide bar.</p> <p><i>Accessories included:</i> Medium Frame, Large arm prompt set, large chest prompt, Large pelvic support with handholds, large thigh prompt set.</p>	Small	1
5.	Butterfly Pelvic Harness		<p><i>as seen in picture, or similar.</i> Added on accessory for the Activity chair</p>	Small	1
6.	Wall Bar/ Ladder		<p><i>as seen in picture, or similar.</i> Material: Natural wood Size: 2*1.30 Meter</p>	Medium	1









Item No.	Item	Picture	Description / Specifications	Size	Quantity
7.	Adaptive Swing Seat		<b>as seen in picture, or similar.</b> Full Support Swing with head and leg rest. Made of durable plastic with a built-in abductor (pommel), adjustable suspension mechanism, it offers comfort, support, and safety. Including a safety harness and crotch strap, heavy-duty rope, steel S hooks. Approx. dimensions 50L* 30W * 24D cm, weight capacity of 40 KG. Easy to clean.	Medium	1
8.	Sandbag weight		<b>as seen in picture, or similar.</b> Ankle and wrist weight set allow users to increase weight in strength training and rehabilitation programs. With adjustable straps, a soft terrycloth interior and reflective trim. Set of the 3 weights 0.5 KG, 07. KG and 1.1 KG (2 pieces of each weight)	--	1
9.	Elastic Resistance Bands		<b>as seen in picture, or similar.</b> Non-Latex Elastic Band for Upper & Lower Body Exercise, Strength Training without Weights. Made of Natural Rubber. Set of 3 resistance levels, resistance levels: vary between 2.6 – 7 KG. Each band measures 150 cm x 10 cm wide	--	1
10.	Posture Correction Mirror		<b>as seen in picture, or similar.</b> Made of safe materials and has special correction grids on the surface, so the position of the posture can be seen comfortably and clearly, which helps patients when doing rehabilitation exercise. Mirror with Aluminum or wooden frame, approx. size 85*68*180 cm.	--	2




Item No.	Item	Picture	Description / Specifications	Size	Quantity
11.	Transcutaneous Electrical Nerve Stimulation (TENS)		<b>as seen in picture, or similar.</b> electrotherapy equipment that works by sending small electrical pulses through the skin via tens unit electrodes to the underlying peripheral nerves. Includes: Four pre-wire reusable self-adhesive electrodes, 9-volt battery, Leads (two-channel), timer, and carry case.	--	2
12.	Ultrasound therapy intellect mobile		<b>as seen in picture, or similar.</b> Technical specifications: <ul style="list-style-type: none"> <li>• 1 and 3.3 MHz frequencies.</li> <li>• 5 cm<sup>2</sup> soundhead included.</li> <li>• Pulsed and continuous therapy operation (10%, 20%, 50%, 100%).</li> <li>• Head warming feature and head contact control with visual and auditory feedback on all soundheads.</li> </ul>	--	1
13.	Hydrocollator		<b>as seen in picture, or similar.</b> Stationary Heating Unit with 6 Moist Heat Therapy HotPacs (two Oversize, one Neck Contour and three Standard Size HotPacs)	--	1



**Annex VIII: SCHEDULE OF REQUIREMENTS  
LOT (B): Speech Therapy**

Item No.	Item	Picture	Description / Specifications	Size	Quantity
1.	Electrotherapy Face Pulse		<b>as seen in picture, or similar.</b> Face muscle stimulator, jaw exerciser.	--	1
2.	Vibration Massage		<b>as seen in picture, or similar.</b> Portable Vibration Muscle Body Machine with 4 Heads & 6 Adjustable Speed Vibrator for Neck, Leg, Hand & Back Massager -3 Pieces Massager	--	1
3.	Oral Motor Vibration Tool		<b>as seen in picture, or similar.</b> Vibratory oral motor tool that can help build oral tone and improve a variety of speech, feeding, and sensory skills.	--	2
4.	Breathing Exercise Machine		<b>as seen in picture, or similar.</b> It is used to activate and strengthen the respiratory muscles; it trains both the inspiratory and expiratory muscles independently. It improves airflow through the vocal cords and reduces short breathing and promotes diaphragmatic (deep) breathing.	--	2



Item No.	Item	Picture	Description / Specifications	Size	Quantity
5.	Mirror speech therapy		<i>as seen in picture, or similar.</i> Double-Sided Acrylic Mirror, shatterproof & Rests on Hinge so user can adjust angle, large & small mirrors to view face & mouth while speaking. Adjustable mirror with two sides for viewing the face & mouth while practicing articulation, large mirror for view of whole face & small mirror for concentrated view of mouth with no distraction	--	1



## Annex IX - TECHNICAL SPECIFICATIONS

(Please see Annex VIII - SCHEDULE OF REQUIREMENTS



Tender Dossier - Procurement of Rehabilitation Equipment & Supplies

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(09 - QADER - 2023)

**Annex X - PRICE SCHEDULE**  
**LOT (A) : Equipment & Supplies for MOVE & PT**

1. Prices must be quoted in USD only, and NOT INCLUDING VAT. Other currencies are NOT accepted.
2. Bidders are allowed to quote one price per item only. Multiple prices per item will be disregarded.
3. The Price Schedule must provide a detailed cost breakdown for each item.
4. Technical description (specifications) for each proposed item must provide sufficient detail to allow the Procuring Entity to determine compliance of Tender with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
5. It is recommended to prepare the price schedule (printed document) and enclose it in the Tender envelope.
6. Pictures of all items must be submitted with the Tender.

Item No.	Item	Technical Description / Specifications	Brand & Country of Manufacturing (origin)	Size	Quantity	Unit Price (USD)	Total (USD)	Delivery Period
1.	Activity Chair			Small	2			
				Medium	2			
				Large	2			
2.	Dynamic Stander			Small	3			
				Medium	4			
3.	Standing Frame / Supine Stander			Small	1			
				Large	1			



Item No.	Item	Technical Description / Specifications	Brand & Country of Manufacturing (origin)	Size	Quantity	Unit Price (USD)	Total (USD)	Delivery Period
4.	Pacer Gait Trainer			Small	1			
				Medium	1			
5.	Butterfly Pelvic Harness			Small	1			
				Medium	1			
6.	Wall Bar / Ladder			--	1			
7.	Adaptive Swing Seat			--	1			



Item No.	Item	Technical Description / Specifications	Brand & Country of Manufacturing (origin)	Size	Quantity	Unit Price (USD)	Total (USD)	Delivery Period
8.	Sandbag weight			--	1			
9.	Elastic Resistance Bands			--	1			
10.	Posture Correction Mirror			--	2			
11.	Tens (GEM-STIM)			--	2			





Item No.	Item	Technical Description / Specifications	Brand & Country of Manufacturing (origin)	Size	Quantity	Unit Price (USD)	Total (USD)	Delivery Period
12.	Ultrasound therapy intellect mobile			--	1			
13.	Hydrocollator			--	1			
<b>Grand Total for Lot (A) in USD (Excluding VAT)</b>								
<b>Unconditional Discount (----- %)</b>								
<b>Net Grand Total for Lot (A) in USD (Excluding VAT)</b>								

**NET GRAND TOTAL IN WORDS:** \_\_\_\_\_

**Bidder Name:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Represented by:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature & Stamp:** \_\_\_\_\_

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



**Annex X - PRICE SCHEDULE  
LOT (B) : Speech Therapy**

1. Prices must be quoted in **USD only**, and **NOT INCLUDING VAT. Other currencies are NOT accepted.**
2. Bidders are allowed to quote one price per item only. Multiple prices per item will be disregarded.
3. The Price Schedule must provide a detailed cost breakdown for each item.
4. Technical description (specifications) for each proposed item must provide sufficient detail to allow the Procuring Entity to determine compliance of Tender with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
5. It is recommended to prepare the price schedule (printed document) and enclose it in the Tender envelope.
6. Pictures of all items must be submitted with the Tender.

Item No.	Item	Technical Description / Specifications	Brand & Country of Manufacturing (origin)	Quantity	Unit Price (USD)	Total (USD)	Delivery Period
1.	Electrotherapy Face Pulse			1			
2.	Vibration Massage			1			
3.	Oral Motor Vibration Tool			2			



Item No.	Item	Technical Description / Specifications	Brand & Country of Manufacturing (origin)	Quantity	Unit Price (USD)	Total (USD)	Delivery Period
4.	Breathing Exercise Machine			2			
5.	Mirror speech therapy			1			
<b>Grand Total for Lot (B) in USD (Excluding VAT)</b>							
Unconditional Discount (----- %)							
<b>Net Grand Total for Lot (B) in USD (Excluding VAT)</b>							

**NET GRAND TOTAL IN WORDS:** \_\_\_\_\_

**Bidder Name:** \_\_\_\_\_ **VAT Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Represented by:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Signature & Stamp:** \_\_\_\_\_ **Date:** \_\_\_\_\_

