

Date: 11 July 2018

Pre-bid Meeting Minutes/ Addendum No. 1

PAL 10-00047395: Construction of Khan Younis Waste Water Treatment Plant (KY WWTP)

ITB: PAL-0000046488 - Construction of Main Electrical Power Supply Line

ITB PAL-0000046488: Construction of Main Electrical Power Supply Line
(KY WWTP)

Issue Date: 25 June 2018

Bids Submission Date: 18 July 2018 @ or before 12:00 hrs (Jerusalem Time)

Extended Bids Submission Date: N/A

Dear Bidders,

A pre-bid meeting was organized at UNDP /PAPP Gaza Office on 4 July 2018 @ 10:00hr (Jerusalem Time).

A site visit was conducted to the electrical power line sites on 4 July 2018 at 13:00hr (Jerusalem Time)

Below are clarifications and answers to the bidders' enquiries raised during the pre-bid meeting and the site visit.

This "Pre-bid Meeting Minutes" is considered as addendum No. 1 to the ITB: PAL-0000046488, which shall be deemed to form, be read as part of the tender.

1. All bidders shall submit within their bids all documents and evidences required to establishing bidder's eligibility and qualifications as mentioned in the Invitation to Bid.
2. All bidders shall submit their bids in the same order mentioned in clause 20.2 in the Bid Data Sheet.
3. All bidders shall furnish and submit within their bids detailed cost breakdown for all items of the Bill of Quantities. It shall be annexed, as item 5.6- cost breakdown, in Volume 5 mentioned in clause 20.2 in the Bid Data Sheet.
4. The contractor shall take into account in his costing importing all construction materials, equipment and goods according to CLA, GRAMM and any applicable procedures. The contractor shall be fully responsible for coordinating the access of the construction materials, equipment and goods to the Gaza Strip with the Israeli concerned authorities. The Contractor shall be responsible for obtaining the required permits from the competent authorities and for accessing the construction materials, equipment and goods into the Gaza Strip and no claim whatsoever will be accepted by the Employer for costs that may be incurred in obtaining the permits and in accessing the construction materials, equipment and goods into the Gaza Strip. The contractor shall inform the Employer in-advance about the dates of receiving the construction materials, equipment and goods at Gaza/Rafah crossings to be inspected by the Employer's access team.
5. The contractor shall submit a signed and stamped commitment to preserve the material within the site or factories. In case of any violations or misuse of accessed dual use materials,



- the Employer without prejudice will terminate the contract and the contractor will be excluded from involvement in projects of the Employer in the future.
6. The contractor shall be fully responsible and bear all costs for storing, preserving and protecting the supplied materials inside Israel and Gaza including harbors, factories and on-site. The contractor shall be responsible for any damages that may occur to the material in the stores or on-site.
 7. The contractor shall take into account in his costing paying for one fresh engineer, with three years' experience, an amount of USD 600 per month, for the time for completion of the works. The engineer will be appointed by the Employer and reporting directly to the Employer to support managing the materials accessed through the UNDP mechanism.
 8. If the contractor fails to secure and access the construction materials and equipment into Gaza, the Employer has the right to terminate the contract without bearing any financial implications.
 9. The Works are tax exempted. VAT shall not appear in the invoices. Referring to Volume 1 – Party 1- Particular Conditions of the Contract, Sub-Clause 1.27 - Local Context, the bid price under this contract shall include all charges and any other expenses, may be paid by the contractor or their local subcontractors to all official authorities. The contractor may register his company for this project in the State of Palestine either in Gaza or west Bank or both. Local subcontractors will not have a direct contract with the Employer. The Employer will provide the contractor with the VAT exemption certificates for the project issued by the Ministry of Finance in Ramallah for KY WWTP project, and with the VAT exemption certificate for the project issued by the Ministry of Finance in Gaza for KY WWTP project. It is the responsibility of the contractor to obtain the donation numbers and to reimburse the VAT and any taxes from the Ministry of Finance and any concerned authorities and no claim whatsoever shall be entertained in respect thereof.
 10. The unit rates of the Bill of Quantities shall include any bank charges incurred due to payments transfer.
 11. The contractor shall put in place a safety and security plan and take all reasonable precautions to maintain the safety and security of its personnel and property, taking into account the security situations in the Gaza Strip and the working area of the site, and as required by the pertinent sections of the contract.
 12. The contractor shall consider gender equality when recruiting its technical staff.
 13. The contractors shall carry out at his expenses all investigations required to figure out the existing infrastructure, public and private facilities along the overhead and underground paths of the electrical line. The contractor shall take all his precautions during the implementation of works, including excavation for foundation and cables, so that these existing infrastructure and facilities are not damaged. The contractor shall remedy any damages occurred to these infrastructure and facilities at his own expenses.
 14. For the excavation and backfilling works, the contractor shall consider the existing levels of natural ground on site and the various levels of the buildings for proper implementation of works.
 15. The contractor shall carry out different concrete job mixes for each type of concrete required to be casted for the project to achieve the requirements of the technical specifications. The costs for the tests are deemed to have been included in the unit rates/prices of the Bill of Quantities. If the cube results at 28 days is less than the nominated strength, the relevant casted items shall be removed and re-casted at the expenses of the contractor.

16. The contractor shall carefully collect from the site any dismantled materials including tiles, base coarse and interlock and transfer them to the municipality warehouses, or as instructed by the Engineer, at the contractor's expenses if these materials are required.
17. Surplus excavated material and debris arising from the works shall be dumped on agreed disposal sites at any distance far from the construction site within the Gaza Strip and as directed by the Engineer at the expenses of the contractor. The contractor shall coordinate with the concerned authorities to define designated sites for dumping these surplus materials. The contractor is responsible for making any special arrangements and agreeing upon any required fees for the dumping sites with the concerned authorities. The contractor is responsible for transporting the surplus excavated material and debris to the agreed disposal sites using his own machinery.
18. The contractor shall submit as built drawings as required in the pertinent sections of the contract. In addition, the contractor shall provide certified GIS survey for all projects elements taking into consideration the following:
 - Surveying should be accomplished using accurate GPS receivers or total station.
 - All project elements should have x,y,z coordinates along with attribute information.
 - The attribute information will be identified in coordination with project owner and the Employer.
 - The coordinates should be referenced to the coordinate system adopted by the relevant local authorities.
 - All surveying works should conform to the accuracy standards adopted by the relevant local authorities and the Employer.
 - Two formats of measurements should be submitted: one in AutoCAD format (*.dwg) and another in GIS format (ArcGIS Geodatabase *.gdb).
19. The contractor shall coordinate and make all necessary arrangements with all concerned parties such as municipalities, authorities, ministries, Pal Tel, etc. regarding the paths of the proposed electrical line and networks. The Employer will not be held liable for any claim arising out or in connection with sequences of land acquisition along the planned paths of the electrical line and network as well as any related issue with residents or local authorities. The contractor shall be fully responsible for performing the works as per the contract and shall abide to local rules and norms at his expenses. The Employer will not bear any responsibility for such arrangements.
20. The contractor shall keep and maintain full and close liaison and cooperation with all contractors who are implementing the different packages of KY WWTP, especially the international and local contractors who are implementing the treatment plant package, through the construction, operation and maintenance stages.
21. The contractor shall be responsible for making all arrangements and coordination with GEDCO regarding the schedule hours of electricity disconnect and reconnect and shall consider this in his implementation time frame and schedule.
22. The contractor is prevented to hire any employee of the Gaza electricity distribution company GEDCO or the energy authority PENRA within his technical teams or work with him as a part time after official working hours.
23. The contractor shall take the written approval from the Engineer before starting the works for each stage in the project. The Engineer has the right to reject all works implemented by the contractor without the Engineer's approval.
24. For the underground cables, the contractor is responsible for making the inspections for the cables before and after the installation underground in the presence of GEDCO staff. The costs

- for the inspections are deemed to have been included in the unit rates/prices of the Bill of Quantities.
25. The unit rates of the cables and transformers shall include the inspection cost and fees for GEDCO to make the testing before the connection to the electricity grid.
 26. If the contractor cannot hire a specialist technician or engineer to connect the termination kits or straight joints for the underground cables, GEDCO will provide price offer to the contractor to make the job by its staff. Any cost for making these connections are deemed to have been included in the unit rates/prices of the Bill of Quantities.
 27. The contractor shall take the written approval from the Municipality, GEDCO and the Engineer for the exact location/s for installing the electrical line and network components on site.
 28. All bidders shall submit within their bids all documents attached within Volume 04, item 4.3 (Additional technical specifications documents from GEDCO), such as (technical guarantees from GEDCO), Drawings, Catalogues for the equipment's and materials indicating the proposed type in catalogues with reference tag number and must be stamped by the manufacturer and the supplier.
 29. The contractor shall be committed to the technical guarantees submitted within the tender documents and has no permission to change any types or the specification after signing the contract.
 30. The contractor must provide all required Routine and Type Test Reports with new dates not less than 5 years for all materials and equipment and to be stamped by manufacturer and supplier.
 31. The Contractor shall arrange for and pay the cost of visas, transport, flights tickets and accommodation of the Employer's Personnel (or any representatives duly nominated) and the Engineer's Personnel (for 4 persons for both sides, for 2 times outside Palestine and Israel) to inspect, at all places, plant and material's manufacturing, storing, testing, packing and delivering facilities and to witness and carry out routine and factory acceptance tests for all major electrical equipment.
 32. The unit rates of the Bill of Quantities shall include paying the planning and supervision fees and cost for GEDCO to assure implementing the project as per GEDCO specifications, technical guarantees and technical study. A commitment contract shall be signed between the contractor and GEDCO.
 33. The unit rates of items (6, 7, 8, 9, & 10) of the Bill of Quantities shall include supply and install UPVC SN8 pipe with 10" diameter inside each concrete foundation of the steel base for future works.
 34. Items (6, 7, 8, 9, & 10) of the Bill of Quantities are for Hot Galvanized Steel Base with all required materials and works as described for each item in the Bill of Quantities.
 35. Referring to the General and Particular Conditions, Sub-Clause 4.4 – Subcontractors, the contractor shall submit detailed documents with CVs and experience for any proposed subcontractor for technical evaluation. The approval of proposed subcontractors will be based on the evaluation of their proved experience in implementing M.V electricity networks.
 36. The bidders shall submit official letters for GEDCO in order to obtain the technical study for the project and the estimation cost for subscription charges for item 53 of the Bill of Quantities.
 37. The contractor shall obtain approvals for all materials from GEDCO before supply and before the installation works.

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38. The bidders shall submit a detailed cost break down for item 40 of the Bill of Quantities including all materials, workmanship, and any other costs. The bidders shall take into consideration the probability of preparing and implementing the trenches for the cables inside the waste water treatment plant site by another contractor. So, in this case the contractor will only supply, install, lay, connect and test the cables, then, the Employer will deduct the cost of the works implemented by the other contractor.
39. The minimum thickness for the asphalt layer mentioned in item 55 of the Bill of Quantities is 5 cm, and it may increase as per the level of the existing asphalt layer.
40. Please add the following Sub-Clause 1.5 to the Particular Conditions:

Sub-Clause 1.5 - Priority of Documents:

The second sentence in the first paragraph of Sub-Clause 1.5 is amended as follow:

"For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) The Contract Agreement,
- (b) The Letter of acceptance dated,
- (c) The Letter of Tender dated,
- (d) The Addendums nos.,
- (e) The Particular Conditions,
- (f) These General Conditions,
- (g) The Specification,
- (h) The Drawings,
- (i) The Completed Schedules, and
- (j) The Contractor's documents:
 - Methodology of implementation
 - Works schedule
 - Recommended spare parts (if any)
 - Methodology of O&M implementation
 - Other Documents"

41. The specifications are to be taken as mutually explanatory of one another. For the purpose of interpretation, and if any ambiguity or discrepancy is found in the specifications, the priority of the specifications shall be for GEDCO specifications.

The bidders shall acknowledge receipt of this pre-bid meeting minutes/ Addendum No.1 by including it, signed and stamped, with their bids.

For your kind attention and reference,

Sincerely Yours,

Khaled Shahwan

Deputy Special Representative (Operations)

United Nations Development Programme (UNDP/PAPP)