

Date: 4 February 2019

Pre-bid Meeting Minutes/ Addendum No. 1

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

ITB-PAL-0000058252: Construction of Main Influent Pressure Line from Existing GRP Pipe to KY WWTP

ITB PAL-0000046488: Construction of Main Influent Pressure Line (KY WWTP)
Issue Date: 24 January 2019
Bids Submission Date: 11 February 2019 @ 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 30 January 2019 @ 10:00hr (Jerusalem Time).

A site visit was conducted to the main influent pressure line sites on 30 January 2019 at 12:00hr (Jerusalem Time)

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

This "Pre-bid Meeting Minutes" is considered as addendum No. 1 to the ITB-PAL-0000058252, 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 comprising all the documents and related forms as mentioned detailed in clause 8 and the pertinent sections of the ITB.
3. All bidders shall furnish and submit within their bids actual price analysis/ cost breakdown for all items of the Bill of Quantities with details as given in the last clause of section 4 of the ITB and as requested by UNDP.
4. The contractor shall take into account in his costing importing all construction materials, equipment and goods according to CLA, GRM 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, licenses and approvals 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 UNDP for costs that may be incurred in obtaining the permits, licenses and approvals and in accessing the construction materials, equipment and goods into the Gaza Strip. The contractor shall inform UNDP in-advance about the dates of receiving the construction materials, equipment and goods at Gaza/Rafah crossings to be inspected by the UNDP'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, UNDP

without prejudice will terminate the contract and the contractor will be excluded from involvement in UNDP projects 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 750 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. The contractor shall also take into account in his costing paying for one engineer and one surveyor from CMWU an amount of USD 750 per month for each, for the time for completion of the works. The CMWU engineer and surveyor will be appointed by CMWU for UNDP approval and reporting directly to UNDP Engineer to support the on-site construction supervision of the influent pressure line through the UNDP mechanism.
8. If the contractor fails to secure and access the construction materials and equipment into Gaza, UNDP 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 section 5 in the ITB, 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 UNDP. UNDP 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/prices 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 underground and overhead paths of the influent pressure line. The contractor shall take all his precautions during the implementation of works, including excavation for pipes, manholes and thrust blocks, 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. Before starting any work, the contractor shall prepare and provide for the Engineer's approval survey works and detailed shop drawings for the ductile iron pipe, connections, valves, fittings and manholes to be installed in roads No. 13, No. 24 and No. 15 in Al Fukhari area.

15. For the excavation and backfilling works, the contractor shall consider the existing levels of natural ground on site, various levels of buildings and the design levels for the roads for proper implementation of works.
16. The contractor shall take into account in his costing the backfilling of all excavated trenches and around manholes by using clean sand.
17. 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.
18. 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.
19. 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.
20. 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 project 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 UNDP.
 - Two formats of measurements should be submitted: one in AutoCAD format (*.dwg) and another in GIS format (ArcGIS Geodatabase *.gdb).
21. The contractor shall coordinate and make all necessary arrangements with all concerned parties such as municipalities, authorities, ministries, Pal Tel, GEDCO, etc. regarding the paths of the proposed influent pressure line. UNDP will not be held liable for any claim arising out or in connection with sequences of land acquisition along the planned paths of the influent pressure line 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. UNDP will not bear any responsibility for such arrangements.
22. 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.

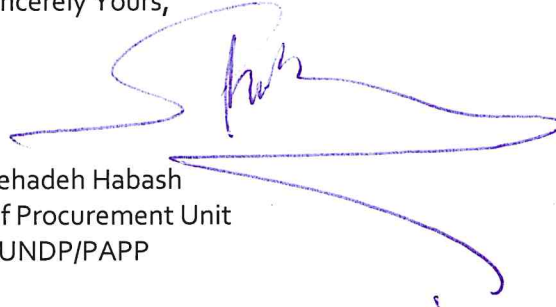
23. The contractor shall take the written approval from the UNDP Engineer before starting the works for each stage in the project. The Engineer has the right to reject all works implemented by the contractor without the Engineer's approval.
24. The contractor shall take the written approval from Al Fkhari Municipality and the Engineer for the exact location/s for installing the influent pressure line and network components on site.
25. In section 4. Evaluation Criteria, Financial Standing, **all bidders shall submit within their bids** proof of access to lines of credit via **an official unconditional bank credit letter** (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank) for **Liquid assets and/or credit facilities**, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, **of no less than USD250,000.**
Any bidder who fails to submit such proof, via an official unconditional bank credit letter within his bid, will be considered ineligible and disqualified.
26. All bidders shall submit within their bids, written power of attorney, authorizing the signatory of the bid to commit the Bidder.
27. The bidders shall submit within their bids, catalogues for the proposed pipes, valves and fittings to be used for the project.
28. In BDS No.22, the maximum expected duration of the contract is three (3) calendar months from the date of the commencement of work till handing over the project. This duration is reasonably sufficient for diligent contractor to get permits and deliver the project. As mentioned in BDS No.10, the price/deduction amount of unjustified delay is USD500/day.
29. 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 as mentioned in item 4 above.
30. As mentioned in the ITB, section 5 A, Local Context, the Contractor represents that it is aware of and has considered in its bid price, the security and local circumstances of the Gaza Strip, including without limitation closures of border crossings between the Gaza Strip and Israel, delays in custom procedures, delays in access for people, supplies and construction materials and equipment into the Gaza Strip, which could affect the progress of Works. The Contractor further represents that it has familiarized itself with these circumstances through the construction and maintenance stages of the works and has taken into account all the consequences that may arise due to these circumstances.
31. In item 1.1 and 1.2 in the BOQ, the unit prices shall include supplying, manufacturing, shipping, transporting, storing, handling and delivering to the work site and installing all required elbows and bends (vertical and horizontal) for proper installation of the pipes all according to the specifications, drawings, approved shop drawings and the Engineer's instructions. The other separate/additional elbows mentioned in items 1.10, 1.12, 1.14 and 1.17, **shall be supplied, installed and fixed as requested by the Engineer.**
32. As mentioned in the BOQ, General Notes, the contractor shall provide the certificate/license of authorization from the official authorities in the supplier country for all imported pipes, valves and fittings.
33. As mentioned in the BOQ, General Notes, the contractor shall provide a compliance certificate from an authorized "third party" agency for the pipes, valves and fittings. Some of the international third-party inspection agencies are mentioned in the Technical Specifications, chapter 6.

34. As mentioned in the Specification, Part 1 - General Requirements, clause 14.3: Inspection at the Place of Manufacture, the Contractor shall arrange for and pay the cost of visas, transport, flights tickets and accommodation of the UNDP's Personnel (or any representatives duly nominated by UNDP) for 4 persons for both sides, for 2 times to inspect at all places (outside the State of Palestine and Israel) the materials, pipes, valves and fittings' manufacturing, storing, testing, packing and delivering facilities. All costs relevant to these inspections are deemed to have been included in the unit rates/prices of the Bill of Quantities. If the Contractor failed to arrange and allow for accomplishing these inspections on time, the due cost for doing such inspections will be deducted from the contractor's final payment.

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,



Shehadeh Habash
Head of Procurement Unit
UNDP/PAPP