



Invitation to Bid (ITB)

Date: 15 April 2015

Reference: [ITB-2015-066]

Subject: PAL10- 00094739/ Right to Education in the Gaza Strip

**Lot 1A: Extension and Rehabilitation Works of Khanyounis Secondary Girls School and Shohada` Bani
Sohayla Secondary Girls School**

1) We hereby solicit your bid for the subject works. To enable you to submit a bid, please find enclosed:

- Section 1: Instructions to Bidders
- Section 2: Bid Data Sheet (**BDS**)
- Section 3: Contract for Works (form of)
- Section 4: General Conditions of Contract for Civil Works
- Section 5: Special Conditions
- Section 6: Scope of Works
- Section 7: Technical specifications
- Section 8: Drawings
- Section 9: Price Schedule (Bill of Quantities)
- Section 10: Required forms
- Section 11: Sample forms
- Section 12: Safety, Health and Welfare on Construction Sites - Manual

2) Interested bidders may obtain further information at the following email address:
proc10.papp@undp.org

3) interested bidders are encouraged to attend the Pre-bid meeting & site visit which shall take place as per the following schedule:

| Pre-bid meeting Date & Time | Pre-bid meeting Location | Site visit info |
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| 21 April 2015@ 10 a.m. | UNDP/PAPP – Gaza Office | Site visit shall be conducted after the pre-bid meeting. |

The pre bid meeting minutes, and any further enquiries received on or before **23 April 2015**, will be documented and posted on the UNDP/PAPP designated web site
<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html> on **26 April 2015**. No inquiries will be accepted after.

4) Bids must be delivered to the following address **on or before 10 a.m. (Jerusalem time) on 6 May 2015:**
United Nations Development Programme (UNDP / PAPP)
UNDP/PAPP Office –Gaza
Omar Bin Abed Al Aziz Street
Al Remal Gaza



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Late bids shall be rejected

- 5) Bids will be opened in the presence of bidder's authorized representatives, who choose to attend, at **half an hour past bid closing time** on **6 May 2015**, at the address mentioned above.
- 6) This letter is not to be construed in any way as an offer to contract with your firm.

Yours sincerely,

Khaled Shahwan
Deputy Special Representative (Operations)



SECTION 1: INSTRUCTIONS TO BIDDERS

(Refer to the “instruction to bidders”, intended for ITB-works, which are posted on the UNDP/PAPP designated web site at:

<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>

Contractor should **not** submit a copy of the “**instruction to bidders**” along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the “**instruction to bidders**” duly acknowledged (signed/stamped) upon contract signature



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SECTION 2: BID DATA SHEET (BDS)

BID DATA SHEET (BDS)



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The following specific data for the Works 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 |
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| Category and minimum required classification | Classified by the Ministry of public works and housing /Contractors union, with Minimum Grade 2 In Building Works Or equivalent class as per host country official contractors rating/classification system. |
| Clarifications (clause 5) | Email: Proc10.papp@undp.org |
| Language of the Bid: (clause 7) | English |
| Minimum Qualifying Criteria (Clauses 9.1 & 9.2) | <p>All items under this clause are required to be submitted by the bidders including:</p> <ul style="list-style-type: none"> (a) Valid Classification Certificate with the Contractors Union / authorized entity of host country, with Minimum Grade 2 In Building Works. (b) Valid registration with Ministry of Finance (MOF) & Tax Clearance Certificate (c) List and value of projects performed for the last 5 years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. A minimum number of 2 contract, implemented over the past 5 years, of a similar nature and complexity must be executed by the contractor (to comply with this requirement, work cited should be at least 70 percent complete); (d) List and value of on-going projects with contact details of clients and current percentage completion of each on-going project. (e) Total monetary value of construction works performed for each of the last 5 years. Average should be no less than USD500,000 per year. (f) Independently audited financial accounts for the last two years in English. UNDP/PAPP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. (g) If QR is less than 1; UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable and/or had serious financial problems. (h) 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 USD 30,000. Proof via an official 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) shall be provided by the successful bidder only, upon UNDP' request, just before contract award) (i) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed |



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| | <p>amounts and awards thereof.</p> <p>(j) Tentative Work plan (to be provided by the successful bidder only, upon UNDP' request, and just before contract award)</p> <p>(k) CVs for key personal proposed for this project, as per minimum stated below</p> <p>(l) List of construction equipment owned / Leased and proposed to carry out the contract (including documentary proof of ownership (or ability to lease) the essential equipment)</p> <p>"UNDP reserves the right to make a site visit to the office and plant of the potential successful bidder, during bids evaluation stage, as to verify his technical readiness and capacity".</p> <p>(m) Written Power of Attorney, authorising the signatory of the bid to commit the bidder</p> |
| Documents Comprising the Bid (clause 8): | <p>(a) A Bid Submission form;</p> <p>(b) Bid Security, if required, under clause 13 of Instructions to Bidders and in the form provided in Section 11.</p> <p>(c) Priced Bill of Quantities (duly filled in, signed and stamped);</p> <p>(d) Written Power of Attorney, authorising the signatory of the bid to commit the bidder;</p> <p>(e) Technical information as required above;</p> <p>(f) Qualification information in accordance with clause 9.1 of the Instructions to Bidders, if prequalification of bidders has not been carried out.</p> |
| Minimum required key personal (Clause 9.2.d) | <p>⇒ One Project engineer: (Full time) Registered professional engineer civil or structure with at least 7 year experience. The site engineer must be available fulltime as long as the contract is binding.</p> <p>⇒ One Site engineer: (Full time) Registered professional engineer civil or structure with at least 5 year experience. The site engineer must be available fulltime as long as the contract is binding.</p> <p>⇒ Forman: with 5 year experience in Civil Works (Full Time)</p> <p>⇒ One Electromechanical engineer (Full Time) Experience not less than 10 years.</p> <p>The above listed key personnel are subject to UNDP Approval.</p> <p>The Contractor is encouraged to consider Gender Equality when recruiting/assigning his staff on the project.</p> <p>Note: The owner(s) and/or General Managers of the contracting firm are not allowed to fill in any of the above listed key positions, unless a written approval is granted for that purpose by UNDP.</p> |



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| Subcontracting (clause 9.1 (j)) | <p>Where the contractor is proposing to subcontract in excess of 10% of the total value of the contract, the following details should be submitted by the contractor in the bid submission:</p> <ul style="list-style-type: none"> - BOQ item number to be subcontracted - Value to be subcontracted - Name of subcontractor(s) <p>Additional information may be requested by UNDP to verify the capacity of the subcontractor(s) to undertake the works. UNDP reserves the right to accept or reject proposed subcontractors based on their qualifications.</p> |
| Subcontracting percentage/ceiling restriction | Maximum percentage of the contract value which may be subcontracted is fixed at 30% of contract value. |
| Equipment (clause 10) | <p>For all equipment included in the BoQ, reliable local agent should be operable in the Palestinian market for not less than five years and should provide letter of guarantee for the availability of spare parts and after sale service for minimum ten years following installation, commissioning and acceptance of equipment by UNDP Engineer.</p> <p>Warranty should be provided for a minimum of 12 months following installation, commissioning and acceptance of any equipment and/or systems by UNDP Engineer.</p> <p>Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item.</p> |
| Bid and Contract Currency (clause 11) | <p>It is preferable that tenders are submitted in USD or ILS; however, bids/ quotations are accepted in any freely convertible currency.</p> <p>All tenders/bids will be converted into USD for comparison basis, based on the United Nations prevailing rate of exchange on the date of bid opening.</p> <p>Any resulting contract will reflect the currency originally tendered by the contractor.</p> |
| Bid Validity Period: (clause 12) | 120 days |
| Bid security: (clause 13) | <p>US\$ 15,000.00 valid for 120 days from date of tender submission deadline.</p> <p>Clearly marked with the Company Name and marked:</p> <p style="text-align: center;">PAL10- 00094739/ Right to Education in the Gaza Strip Lot 1A: Extension and Rehabilitation Works of Khanyounis Secondary Girls School and Shohada' Bani Sohayla Secondary Girls School</p> |



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| Sealed Bids to be received at / Bids to be marked: (clause 15) | From: Contractor Name, address and telephone number. To: UNDP/PAPP UNDP/PAPP Office - Gaza Omar Bin Abed Al Aziz Street Al Remal Gaza Tel: 00972 8 2863364, Fax: 00972 8 2822021 [ITB-2015-066]: DEADLINE: Sealed envelope NOT to be opened before 10:30 a.m. on 6 May 2015. |
| Opening of Bids: (clause 18) | Bids will be opened in the presence of Bidders' Representatives, who choose to attend, half an hour past the closing time, on 6 May 2015 , at the following address: UNDP/PAPP Office - Gaza Omar Bin Abed Al Aziz Street Al Remal Gaza Tel: 00972 8 2863364, Fax: 00972 8 2822021 Bidders' Representatives shall carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder |
| Right to Vary Requirements (clause 24) | UNDP's Right to Vary Requirements at the time of making the award or during execution of contract: In the event of approved by the Engineer, variations in the quantities specified in the "Bill of Quantities", the readjustment in the price will be calculated based on the unit price of the bid and no other adjustment is permitted even if variations exceed twenty five percent (25%) of the originally estimated quantities. |
| Time for Completion (clause 28) | Eight (8) Calendar months from the date of notice to proceed /commence which will be issued by the UNDP Engineer after contract signature. |
| Site Visit (clause 30) | Site visits will be on the same date of the pre bid meeting at 10 a.m., leaving from the UNDP Gaza Office. |
| Alternative Bids: | Alternative bids are not acceptable. |
| Other Information | |



SECTION 3: MODEL CONTRACT FOR WORKS

(Refer to the “model contract” which is posted on the UNDP/PAPP designated web site at:
<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>)

Contractor should **not** submit a copy of the “**model contract**” along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the “**model contract**” duly acknowledged (signed/stamped) upon contract signature



SECTION 4: GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

(Refer to the “general conditions” which are posted on the UNDP/PAPP designated web site at:

<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>

Contractor should **not** submit a copy of the **General Conditions** along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **General Conditions** duly acknowledged (signed/stamped) upon contract signature



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SECTION 5: SPECIAL CONDITIONS



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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.

| Warranty/Guarantee | |
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| Applies Yes | The Contractor shall be responsible for the maintenance of the subject works for a period of One Year effective from the day of issuance of the Certificate of Substantial Completion of the Works. |
| Liquidated damages | |
| Applies Yes | If the contractor fails to deliver the specified works within the time period(s) stipulated by the Contract, UNDP shall, without prejudice to its other remedies under the contract, deduct from the payments due to the Contractor, as liquidated damages, a sum equivalent to USD600.0 (Six Hundred US Dollars) per calendar day up to a maximum deduction of 10 percent of the contract price. Once the maximum limit is reached, UNDP may consider termination of the Contract. |
| Eligible Bidder. | |
| Applies Yes | <p>1. Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have <u>any</u> of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this ITB; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; • they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder. <p>2. Join venture is not allowed in this tender.</p> |
| Performance Security | |
| Applies Yes | <p>a) Within 7 days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value.</p> <p>b) The Performance Security shall be valid until end of defects liability period (i.e. twelve months after the intended completion date)</p> <p>c) The proceeds of the Performance Security shall be payable to the UNDP as compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract.</p> <p>d) The Performance Security shall be denominated in the currency of the contract</p> |

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| | and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the occupied Palestinian territories (oPt) or abroad in the form provided in these Solicitation Documents. e) The Performance Security will be returned to the contractor within 30 days of substantial completion of the contract and after receipt of the maintenance guarantee, including any warranty obligation. |
| Liability Insurance | |
| Applies Yes | The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within 7 days of receipt of the letter of Intent, and before contract signature, and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date) |
| Defects Liability | |
| Applies Yes | Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee. |
| Value Added Tax (VAT) | |
| Applies Yes | This contract is exempted from Value Added Tax (VAT) and accordingly no Value Added Tax will be paid under this contract. In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department, UNDP retains the right to en-cash the full amount of the Contractor's advance payment guarantee and performance guarantee without prior notice, and if necessary terminate the Contract. |
| Payments by UNDP/PAPP | |
| Applies Yes | <p>1. In the case of requesting an advance payment by the Contractor; the UNDP/PAPP shall pay the Contractor an advance payment up to 20% of the contract value upon signature of the contract between the UNDP/PAPP and the Contractor and submission of the following documents by the latter on behalf of UNDP/PAPP:</p> <ul style="list-style-type: none"> ➤ An irrevocable bank guarantee for the same value of the advance payment valid for the period of 28 days after the intended completion date. ➤ The required Performance Security as stipulated in this contract. |



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| | <p>2. The amount of the advance payment if paid to the contractor shall be subject to a deduction of a 20% (twenty percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment when 80% of the works are completed. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of completion of 80% the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after completion or may recover such amount from the bank guarantee</p> <p>3. On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of 10% of the total price of the Contract for due performance of execution. Half of this amount (5%) shall be returned to the Contractor within Forty (40) days upon the substantial completion and taking-over of the Works, and the remaining (5%) will be retained until the contractor furnishes the Maintenance Bank Guarantee which to be issued in the amount of 5% (five-percent) of contract value, and to be valid until the end of the one year defects liability period. The said remaining (5%) of the contract value shall be returned to the contractor within Forty (40) days as of the date of receipt of the Maintenance Bank Guarantee.</p> |
| Safety, Health & Welfare Plan | |
| Applies Yes | <p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, being part of the overall program of works, subject to the Engineer approval. Contractor to bear all the costs associated with implementation of the said Safety, Health & Welfare plan.</p> <p>The said Safety, Health & Welfare plan shall be based on the following Safety manual (being part of this tender)</p> <p>“Safety, health and welfare on construction sites/A Training Manual - International Labour Office Geneva (1999 version)” – Section 12 of the ITB</p> <p>The above mentioned Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines and instructions contained in the said manual, all to the satisfaction of the Engineer.</p> <p>Important: The contractor shall implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p> |



| Current Work Load | |
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| Applies Yes | As of the current work load, UNDP has the right to exclude any bidder who have current work load that may put the implementation of the project under high risk. |
| Special Requirements | |
| Applies Yes | <p>1) Miscellaneous</p> <p>a) Time Schedule: The contractor has to submit a time schedule for the different activities of the project and the sequence of work activities using MS-Project software. This time schedule should be revised and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer. The contractor shall carry out quantity verification to be executed before the start up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p>b) Schedule of material supply The contractor has to supply all raw materials and store it on site after signing the contract immediately (the latter sub-requirement of point (c) applies to Projects located in the Gaza strip only.) Accordingly, no delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is needed before starting up activities. The schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p>c) Work plan The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p>d) Samples and catalogues: The contractor has to submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows: *The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed. *The sample and catalogue should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p>e) Cash – Flow: The contractor has to submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p> |



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| | <p>f) Monthly reports and photographs. The contractor has to submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, difficulties faced and photos showing such progress.</p> <p>g) Closures of borders. The closure of borders is expected risk and the contractor has to assure proper storage of materials such that to keep work activities going on smoothly. No financial claims will be accounted in case of any closure is taking place.</p> <p>h) Contract documents: All tender documents stipulated in the ITB should be submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantity, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p> <p>2) WORKMANSHIP: The contractor has to engage competent workers to achieve the workmanship stated in the tender documents. It is expected that best local practices be utilized in case no specific workmanship is identified.</p> <p>3) DRAWINGS:</p> <ul style="list-style-type: none"> a) The contractor has to abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract. b) The contractor will develop shop drawings for all work activities and submit for approval. No activity can be started unless engineer approves relevant shop drawing. c) The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works. <p>4) As-Built Drawings: The contractor is responsible to submit as-built drawings before the preliminary handing over in two hard copies A3 size and two CD's. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels ...etc)</p> <p>5) Discrepancies and mistakes in tender documents:</p> <ul style="list-style-type: none"> a) In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage. b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents. c) The contractor has to acknowledge the engineer in case of omission, discrepancy or mistakes in the tender documents in the tendering stage and price according to the engineer's answer. |
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| | <p>6) INSPECTION OF SITE: The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p>7) SUB-CONTRACTORS: Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer; the certified agreement between him and the subcontractor prior to commencement of the work.</p> <p>8) EQUIVALENCE AND ENGINEER'S INSTRUCTION: Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are interpreted to be dealt with and /or executed according to the consent of the engineer.</p> <p>9) SITE MEETINGS: Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.</p> <p>10) TESTING: The contractor at his own expenses shall provide any test as requested by the Engineer's Representative for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipment that are necessary to test sanitary and electrical works as requested by the Engineer.</p> <p>11) SPECIFICATIONS: Specifications are the approved American, Britain, and Palestinian Specifications. In case there is no clear or missing specification of items, it is deemed that the contractor has based his prices on high quality materials and best practice in implementation.</p> <p>12) TAKE OFF QUANTITIES AND PRICING:</p> <p>a) Description of items The tender documents are complementary and self-explanatory and what is deemed necessary in one is deemed necessary in all. Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.</p> <p>b) Quantities</p> <p>i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts.</p> <p>ii) Quantities are based on actual measurements on site.</p> <p>iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review.</p> <p>iv) The quantities in the Bill of Quantity are only an estimate. Actual</p> |
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| | <p>quantities will be measured on site and approved by the engineer.</p> <p>v) The contractor should inform the owner or his representative about any increase in quantities prior to execution in a written form. In case of extra quantities are executed without informing the owner or the Engineer and obtaining approval on the implementation it will not be accounted in the quantities.</p> <p>c) Pricing:</p> <p>i) Description of items: The contractor is deemed that he understood all items within the bill of quantities and that he included all required expenses for permanent or temporary activities and components inclusive but not limited to overhead, profit, fees for services, materials, samples, losses in materials, equipment,...etc., to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for comprehensiveness in pricing.</p> <p>ii) The contractor shall not include price of item in another one. All prices of items should be adequate to execute the relevant task individually.</p> <p>iii) The cost of any item in the B.O.Q. shall include all prices of raw material, workmanship cost, profits, and all direct and indirect implicated costs of the implementation of the project.</p> <p>iv) Any un-priced item in the B.O.Q. is eventually included in the other items and the contractor has not the right neither to price it later nor to cancel it.</p> <p>v) The contractor is deemed to base his price according to proper breakdown of cost. Hence, he is expected to submit such price analysis within his offer upon UNDP request.</p> <p>vi) The unit rates shouldn't include VAT. All payments will be processed according to Zero VAT invoices all according to PA rules and regulations in that respect. The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue.</p> <p>vii) Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.</p> <p>viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender.</p> <p>13) PROJECT SIGN BOARDS:</p> <p>a) The contractor has to supply and install two project sign boards. they will be made up of painted steel sheet 200cmX350cm including painted steel pipes 3" in diameter to hold the sign and fixed in place by concrete footings 50 cm x50 cm x50 cm before the start up of work activities. All information and logos that have to be included on the board will be handed by the engineer during the mobilization period.</p> <p>b) The contractor will supply and fix Italian Carara marble sign 120cm x 100cm x 3cm. All information and logos that have to be included on the board will be handed by the engineer before the partially handing over of the project.</p> <p>14) Assistance To The Engineer's Representative</p> <p>a) The Contractor shall give such assistance and supply such labor as may be required by the Engineer in connection with the contract when required.</p> |
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| | <p>b) Such labour to be hired and employed by the Contractor, but shall operate and perform their duties under the direction of the Engineer's Representative.</p> <p>15) Temporary installations during implementation</p> <p>All these facilities implemented before the start of project works and be at the expenses of the contractor and by the fall of the construction cost and the total after the expiration of the term of the project. In case of any delaying by the contractor in establishing of such buildings or any part thereof and removal of thereof, the Engineer's Representative and Employer have a right to establish the remainder and removal thereof at the end of the project and reduce the amounts disbursed from the account of the contractor without any objection to the action or cost.</p> <p>16) OFFICES FOR THE ENGINEER'S REPRESENTATIVE</p> <p>a) The Contractor shall provide suitable site offices for the use of the Engineer and his assistants, throughout the period of construction. The site offices shall be constructed in a location approved by the Engineer during the mobilization period. The offices shall be of fixed or mobile type and shall have walls, ceiling and partitions lined with "Masonite" boards or similar material. All rooms shall have glazed windows complete with fly screens. Adequate fitted hardware, electrical switches, sockets, lighting, and plumbing fittings, sanitary ware etc., shall be provided as necessary for the different areas of the office.</p> <p>b) Any delaying in furnishing the offices during mobilization period; will result in cutting off 200 \$ per each delayed day from the contractor's dues.</p> <p>c) The contractor shall prepare all needed access roads to and through the site on his own expenses and according to instruction of Engineer.</p> <p>d) The site offices shall be equipped, serviced and maintained in a clean, weather proof and sanitary condition.</p> <p>e) The electrical installation shall provide for simultaneous use of all electrical appliances.</p> <p>f) The main office must be equipped with Air Condition at least 12000BTU.</p> <p>g) The Contractor shall arrange for a temporary power supply to the offices and provide and maintain adequate standby diesel generator. All electricity bills shall be paid by the Contractor.</p> <p>h) The Contractor may either arrange for a temporary main water supply or alternatively provide tanker water supply.</p> <p>i) Throughout the duration of the Contract, the Contractor shall ensure an uninterrupted supply of water and electricity to the offices.</p> <p>j) The offices shall be completed and all the equipment provided by the commencement of the permanent works.</p> <p>k) The Contractor shall provide all items listed in the attached Schedules.</p> <p>l) The Contractor shall be responsible for the security of the office building and its contents at all times, cover all the operation and maintenance costs for the equipment provided and shall employ watchmen for this purpose.</p> <p>m) The office building shall become the property of the Contractor after the completion of the works.</p> <p>n) All offices furniture shall remain the property of the Contractor and will be returned to the contractor after the completion of the works.</p> |
|--|---|

17) SCHEDULE OF THE ENGINEER'S OFFICES

The requirements of the site offices on this contract are as follows:

| Room No | Description | Size Requirement |
|---------|-----------------|------------------|
| 1 | Engineer office | 4.0 m x 6 m |
| 2 | Sample Room | 3.0mx3.0m |
| 3 | Toilet | 1.5 m x 2 m |
| 4 | Kitchen | 2 m x 1.5 m |

18) SCHEDULE OF Furniture (& Janitor)

The furniture required under this contract for the site offices indicated in the schedule of offices shall be to the Engineer's approval and are as follows (after the project handing over, all assets to be the property of the contractor):

| Item | Description | Quantity |
|------|---|----------|
| A | Desk with two locking drawers and steel chair | 1 |
| B | Chair | 6 |
| C | Meeting Table 1.0x2.0m | 1 |
| D | Samples cupboard | |
| E | Computer (Pentium 4) With (DeskJet 1300 printer + UPS + LCD monitor + table) | 1 |
| F | All the office stationary as per engineer's instruction during all the project period | 1 |
| G | Janitor/office boy under the instructions of supervisor engineer at all times. | 1 |

The costs for the above items shall be included in the contractor's unit prices.

19) Offices of the contractor

The form and dimensions that is appropriate with the contractor's requirements. The offices shall be installed / built before starting of work on the project.

20) warehouses

The contractor shall establish stores and warehouses to store all the building materials, especially cement and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.



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[ITB-2015-066]

SECTION 6: SCOPE OF WORKS



PROJECT DESCRIPTION

The project aims to construction of 131 classrooms in 19 partially damaged school facilities throughout the Gaza Strip, including provision of crisis preparedness facilities in addition to enhancement of power efficiency through provided the schools by solar system.

The implementation of this project will provide better learning environment education to about 28,500 students from Gaza strip. The project will help to keep permanent job opportunities to a number of teachers from male and female and also during the construction, it will provide temporary job opportunities to those who have lost their jobs due to the ongoing closures and inability to access their workplaces.

Energy conservation will be achieved by adopting building-better strategies in the reconstruction rehabilitation process. Thus, promoting the preservation of the environment in Gaza strip and increasing the awareness of green buildings.

PROJECT ACTIVITIES

The activities mainly include the following:

- Earth & Demolition Works
- Concrete & Block Works
- Plastering Works
- Tiling & Marble Works
- Painting Works
- Carpentry & Joinery Works
- Aluminum & Metal Works
- Plumbing & Sanitary Works
- Electrical Works.



SECTION (7): TECHNICAL SPECIFICATIONS

(ATTACHED)

Contractor should **not** submit a copy of the **Technical Specifications** along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Technical Specifications** duly acknowledged (signed/stamped) upon contract signature



SECTION 8: DRAWINGS

(ATTACHED)

Contractor should **not** submit a copy of the **DRAWINGS** along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Drawings** duly acknowledged (signed/stamped) upon contract signature

Note: The drawings shall be printed on a good quality plotting paper with proper size as to allow clear and easy reading



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[ITB-2015-066]

SECTION 9: PRICE SCHEDULES (BILLS OF QUANTITIES)

(ATTACHED)



SECTION 10:
REQUIRED FORMS

This form should be submitted for all submissions:

- (1) Bid Submission Form
-

See the Bid Data Sheet where it is specified which of the following forms should be completed and submitted with the tender

- (2) Bid Securing Declaration
(3) Bid Security Form



Bid Submission Form

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the Project of _____ in conformity with the said bidding documents as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of _____ days from the date fixed for opening of Bids in the Invitation to Bid, 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 UNDP with Bank reference(s) to confirm availability of the required credit facility.

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

Dated this day of [year].

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of



Bid Securing Declaration

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

Date: [insert date]

RFQ No.: [ITB-2015-066]

To: UNDP/PAPP

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of TWO YEARS from the date of bid closing, if we are in breach of our obligation(s) under the bid conditions, because:

- (a) We withdrawn our Bid during the period of bid validity specified in the Form of Tender; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]
Corporate Seal (where appropriate)

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



Bid Security Form

To: The procuring entity,

Whereas [name of contractor] (hereinafter called the "Contractor") has submitted its bid dated [date submission of proposal] for the provision of works for [description of works] (hereinafter called Bid).

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 Purchaser] (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank thisday of.....2000.

THE CONDITIONS of this obligation are:

1. If the Contractor withdraws its Bid during the period of bid validity specified by the Contractor on the Proposal Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Bid by the Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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.

.....

Article I. Signature of the Bank



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[ITB-2015-066]

SECTION 11: SAMPLE FORMS

- Sample 1: Performance Bank Guarantee
- Sample 2: Bank Guarantee for Advance payment



PERFORMANCE BANK GUARANTEE

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION
DIRECTOR AT UNDP]

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR]
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to
execute.....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS],
(hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a
Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his
obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of
the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN
WORDS], such sum being payable in the types and proportions of currencies in which the Contract Price is
payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum
or sums within the limits of[INSERT AMOUNT OF GUARANTEE] as aforesaid without your
needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with
the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the
Works to be performed thereunder or of any of the Contract Documents which may be made between you and
the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of
any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of Final
Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE



Bank Guarantee for advance payment

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date _____ a contract [contract title and No.] with [Name of the company] hereinafter referred to as "the Contractor" whom has its headquarter in _____ at a total price of _____ US dollars (\$ _____), to execute [Insert title of contract and brief description of works].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

And according to this contract, UNDP is required to make an advance payment to the Contractor of _____ US\$, being ____ % of the total price.

Now therefore, this being stated, we, [BANK NAME] [BANK BRANCH], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising therefrom, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain in full effect from the date of the advance payment under the Contract until UNDP recovers full payment of the same amount from the Contractor.

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: _____
Name of Bank/ Financial

Institution: _____
Address: _____
Date: _____



SECTION 12:

SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES – MANUAL

(Refer to the “Safety Manual” which is posted on the UNDP/PAPP designated web site at:
<http://www.undp.ps/en/aboutundp/forms.html>)

Contractor should **not** submit a copy of the **Safety Manual** along with his bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Safety Manual** duly acknowledged (signed/stamped) upon contract signature