United Nations Development Programme Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Addendum No. 1

[ITB-2015-115]

Pre-bid Meeting Minutes

[ITB-2015-246]: Lot # 17: Rehabilitation Works of University of Palestine and Gaza University, Al Quds University and Arabic College for science

Issue Date: December 10, 2015

Closing Date & time: 17 December 2015 Extended Closing Date & time: N/A

Dear Bidders,

This correspondence pertaining to the above-mentioned project should be considered as an integral part of the tender documents. Below please find the UNDP/PAPP clarifications and an official reply to all inquires raised by participant bidders following the pre-bid meeting/site visit which was held on **9 December 2015**. The following clarifications are considered as Addendum No. 1 to the Invitation to Bid, which shall be deemed to form and be read as part of the tender:

- 1. All participating Bidders shall provide all Evaluation Criteria Requirements as shown in the Invitation to Bid.
- 2. Unit rate in US\$ not including VAT.
- 3. Unit prices shall include any Bank Charges due to payments transfer.
- 4. Contractors shall provide labour insurance with an amount of 15% of the contract value, all as per resulting contract terms and conditions.
- 5. The delay penalties will be deducted from each payment made to the contractor of an amount of US\$300 for each day of delay in accordance to the approved time schedule for the project.
- 6. Payments to the contractors will be according to the submitted cash flow diagram.
- 7. All imported materials or equipment, submitted by the contractor as substitute to the specified, will be accepted and considered equally approved as long as they are:
 equal in quality, durability and efficiency, all to UNDP engineer judgment.
 represented in the country by a reputable, qualified and credible agent.
- 8. Winning Contractor will be responsible for the submission of safety procedure plan for approval. Safety measures are an important part of the project. All workers, engineers and visitors on site shall use safety tools and wear Safety uniforms, to be all in accordance with contract Safety requirements (Section 12 of the ITB) and UNDP' Engineer instructions. The bidders shall include in their prices the provision of the necessary insurances for the project in accordance with the general terms and condition of contract, and enough to cover the expected risk in the works. As per clause 23 of the general conditions, the contractor is obligated to furnish the insurance policies before commencing the Works.
- 9. Working hours for the project is from 08 a.m. to 3 p.m., Sunday through Thursday. No work on Saturdays. Contractor who needs to work after these times must take the prior approval of the engineer.
- 10. Bidders shall furnish, when requested, price analysis for any or all items in the Bill of Quantities.



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- 11. The Winning Contractor shall be responsible for installing and fixing four (4) signboards of size 350x200cm to be located on places indicated by UNDP Site Engineer. At the end of project the contractor will install Karara marble board of size 120x 100x 3 cm including all logos and necessary engraved text to be installed on each project location.
- 12. The contractor shall consider gender equality when recruiting its technical staff.
- 13. **Two fresh** engineers of three years' experience will be paid an amount of USD 600 for each engineer. In addition to **Fakhoora alumni** program who will be paid500 USD. The engineers and alumni will be appointed by the supervision and report directly to the supervision team to manage the materials accessed through the UNDP mechanism.
- 14. A rented car model 2012 at least is to be available along the project working day for the use of the supervision team only, including 800 NIS for fuel. In addition to 300 NIS for communication per month.
- 15. The Wining Contractor shall secure all materials within the mobilization period and store them in UNDP stores. The quantities delivered to the site will not exceed the consumption of activities for one day. All relevant transport expenses are deemed included within the unit price of items.
- 16. Mobilisation period is seven days and works has to start immediately.
- 17. In case of failure in securing the materials, UNDP has the full right to terminate the contract without bearing financial implications.
- 18. In case UNDP imposes suspension longer than one (1) month on the project, only the following will be paid for:
 - Security guard for the project if needed.
 - Cost of extension of insurance policy and bank guarantees.
 - Salary of the project manager.

All project equipment will not be compensated for, as well as any incurring costs related to staff or subcontractors. The maximum period of suspension will not be more than 60 days at maximum. When suspension is released, the Contractor will be allowed seven (7) days for re-mobilization and the period of contract will be extended accordingly.

- 19. UNDP has the right to exclude any bidder who has current workload that may put the implementation of the project under high risk.
- 20. UNDP confirms that the technical staff should be engaged on site on full time basis and have the sufficient experience and capabilities of carrying out their duties. UNDP will deduct the amount of US\$ 25 for each day of the absence of any member of technical staff in the interim payments to the contractor and these discounts non-refundable.
- 21. The contractor shall take his precautions during the excavation for the foundation so that the existing infrastructure and facilities are not damaged. In case any damage occurred to the infrastructure and facilities, the contractor should remedy this damage on his own expense.
- 22. The United Nations Development Programme UNDP will facilitate the coordination of access to materials required for the project (dual-use materials such as gravel, cement, steel and base coarse or any material that need to access coordination). In case of coordination for the dual-use items process failed after signing the contract and before the actual start of the preparatory work, UNDP is entitled to terminate the contract without any financial obligations resulting from termination of the contract process.

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- 23. The Contractor shall provide an accurate inventory of the quantities of materials that need coordination and of dual-use previously mentioned to be reviewed and approved by the United Nations Development Programme UNDP.
- 24. Before giving the order to commence work, a plan of action for the supply of materials in batches adequate with the implementation schedule of activities at the site. The time between the entry of materials and their use in the project work for should not exceed two weeks. The materials will be transferred under the supervision of UNDP to UNDP stores at Karni industrial zone where it will be stored and will be discharged according to the work plan and schedule only in the quantities needed for work. The coordination process of the materials will be done in stages such that not to exceed the time limit for the use of materials in two weeks. Cement will be stored specifically in UNDP stores in Karni industrial zone and is used as needed to work the quantity per day so as not to keep any amount of cement outside UNDP stores beyond the daily project work is completed. It is not allowed for any amount of cement to stay at the work site or factory after the completion of the daily works and the contractor shall transfer the remaining cement to the UNDP stores in Karni at his own costs.
- 25. The contractor shall not be allowed to use the dual-use items without taking the written consent and under the clear and comprehensive control of UNDP engineers and UNDP team of coordination for materials. A comprehensive action coordination plan within the concrete factories and site with all approved documentation for the process of using the material will be prepared to constitute the allocated measures to be followed in that regards.
- 26. In case of defected dual use materials, the contractor will prepare a plan for disposal. He will only implement the plan after authorized control, monitoring and documentation of UNDP access coordination team and after taking approvals on where and how to dispose of these materials.
- 27. The Contractor is fully responsible for any costs related to materials' upload, download at the Israeli border crossings such as Karim Shalom and the UNDP stores in Karni industrial zone. In addition, he will be bearing all costs of the transport of materials from the warehouse at the Karni to different work sites in the project or to approve factories if necessary that are expected on daily basis at the time of utilizing dual use materials. The above-mentioned costs include expenses of equipment and labour used in the loading and unloading.
- 28. UNDP access and supervision teams will be monitoring and examining the materials used in the manufacturing and job mixing ratios to ensure the quality of the mixture at the manufacturing factories and the Contractor will facilitate the task of the engineers inside theses factories.
- 29. The steel will be immediately processed by cutting according to work requirements and, after taking; the necessary tests and checking of the results.
- 30. After the end of the project, excess quantities of materials will be returned back to the stores of UNDP and the contractor is allowed to sell the surplus to any other contractor who have approval for accessing materials for approved projects in full coordination with UNDP.
- 31. The contractor shall submit commitment (stamp and signature) to preserve the material within the site or factories. In case of any violations or misuse of dual use materials, accessed UNDP without prejudice will terminate the contract and the contractor will be excluded from involvement in projects of UNDP in the future.
- 32. The contractor will carry out different concrete Job mixes for each type of concrete within the project B300, B250, B200 to achieve the requirements of the relevant technical specification. The

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contractor will include the costs for the tests within the different items prices. In any case, if the cube results at 28 days is less the nominated strength of 300, 250 and 200 Kg/cm2 respectively, the cast items will be removed then recast all on the sole expenses of the contractor.

- 33. The Contractor is fully responsible for the protection and preservation of the quantities supplied materials, either on-site or factories. The Contractor shall bear all relevant costs in that regards.
- 34. In the items of excavation and backfilling, the contractor should consider the existing level of natural ground on site and the different levels in the buildings.
- 35. Contractor's previous performance with UNDP and any other organization one of the main criteria in the evaluation of the contractors and can be a strong basis for refusing the bid.
- 36. The site visit was conducted in the same day of pre-bid meeting.
- 37. Any dismantled materials including tiles should be submitted to universities stores.
- 38. Any debris and unused materials resulted from activities should be transferred to dump site or any location is directed by the engineer.
- 39. The contractor should submit detailed work plan includes traffic plan, working hours, safety measures, materials storage area, method of disposal of rubble safely and finishing works in the floors to take the approval of the super visor engineer in coordination with the universities.
- 40. The price should include opening and closing ceremonies for the project according to donor and UNDP requirements.

Interested bidders shall acknowledge receipt of this addendum/pre-bid minutes by returning/including it, signed and stamped, with their bids.

For your kind attention and reference,

Sincerely Yours,

Khaled Shahwan
Deputy Special Representative
(Operations) – UNDP/PAPP