Programme of Assistance to the Palestinian People

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Addendum No. 1 dated 20 June 2017 [ITB-2017-079]

Pre-bid Meeting Minutes – Addendum No 1

PAL10-00099398 : ITB-2017-079 - Rehabilitate GIE Infrastructure / Package #3 - Desalination Plant - Retender

Issue Date: 12 June 2017

Closing Date & time: 3 July 2017 @ 12.00 P.M.

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 inquiries raised by participant bidders following the pre-bid meeting/site visit which was held on **20 June 2017.**
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 **USD or ILS** not including VAT. All currencies of the received bids will be converted to **USD** based on the UNDP prevailing rate of exchange at date of bid opening (for comparison purposes only. Resulted contract with winning contractor will reflect the currency originally quoted by the contractor.
3. Bidders are solely responsible for the change of prices of the materials in the market as well as the fluctuation of USD. UNDP will not liquidate any damages related to this subject. Unit prices shall include any Bank Charges due to payments transfer.
4. Contractors shall provide labor insurance with an amount of 15% of the contract value, all as per resulting contract terms and conditions. Also, the project insurance must include all materials (the steel and electrical material) with its values in US$.
5. The delay penalties will be deducted from each payment made to the contractor of an amount of USD400 for each day of delay in accordance to the approved time schedule for the project and updates. If the contractor doesn't comply to the approved time frame schedule UNDP is entitled to terminate the contract without any financial obligations resulting from termination of the contract process.
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 in the project is from 8 a.m. to 3 p.m. Sunday through Thursday. Any extension of time will not be authorized unless presented in the work plan and approved by UNDP supervisor.
10. Bidders shall furnish actual price analysis for all items in the Bill of Quantities, cash flow and time schedule.
11. The Winning Contractor shall be responsible for installing and fixing two (2) signboards for each lot, of size 350x200cm to be located on places indicated by UNDP Site Engineer. At the end of project, the contractor will install one Karara marble board for each site location, of size 120x 100x 3 cm including all logos and necessary engraved text to be installed on each site.
12. The contractor shall consider gender equality when recruiting its technical staff.
13. **One fresh engineer** of three years' experience will be paid an amount of USD 600 per month. The engineer will be appointed by the supervision and report directly to the supervision team to manage the materials accessed through the UNDP mechanism.
14. All bidders should include provision of transport facility (a car with valid thirty-part insurance and licenses model 2012 with at least 1400 CC motor) to be available on site 24/24 hours to serve for the movement of the supervision team including supply of fuel for the car (at least 1200 NIS per month). In addition to 400 NIS for communication per month.
15. The Wining Contractor shall secure all ABC materials within the mobilization period that doesn't exceed 7 days.
16. The contractor must directly start the purchase of all materials in the bill of quantities within 7 days from receiving the approval of materials, and he must provide the UNDP with all the required documents which confirm the purchase of materials with invoices and LC from the bank. In case the contractor has delayed in issuance of purchase order for the materials, UNDP has the full right to terminate the contract without bearing financial implications, all materials ordered from outside should have the logos and names of UNDP / PIEFZA printed clearly on all the main parts of the supplied materials as well on the packages surfaces.
17. 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.
18. UNDP has the right to exclude any bidder who has current workload that may put the implementation of the project under high risk.
19. 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 USD 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.
20. Since more than one Contractor will be available on site at the same time, the Wining Contractor shall coordinate with the other Contractors to facilitate accessibility and other work-related issues.
21. In case there is any conflict in tender documents. It will be explained according to the employer view.
22. 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.
23. The contractor should take into his consideration the local market price for all construction materials (ABC row materials, Cement, Aggregate, Base Course…etc) & civil works with the same specification

mentioned in the contract. And the winning contractor must secure all construction materials from the local markets within the mobilization period and store them in his stores or in stores at site.

24. Securing the construction materials such as aggregate, cement, bitumen, base course ...etc. is the contractor's responsibility from the local markets.
25. In case the contractor will supply dual use materials through the UNDP Access Coordination Unit. UNDP will calculate the differences on the materials and apply deductions based on the submitted price analysis by the contractor for all items.
26. In case of UNDP will facilitate the coordination of access to materials required for the project dual-use materials the contractor will follow the procedures of the UNDP as following:
    - A- 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.
    - B-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.
    - C- 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.
    - D- 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.
    - E- 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.
    - F-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.
    - G- 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.

27. 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.
28. The contractor will carry out different concrete Job mixes for each type of concrete within the project B350, B300, B250, B200 to achieve the requirements of the relevant technical specification. The 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 350, 300, 250 and 200 Kg/cm2 respectively, the cast items will be removed then recast all on the sole expenses of the contractor**.
29. 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.
30. Contractor's previous and/or current 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.
31. The site visit was conducted in the same day of pre-bid meeting with the presence of PIEFZA.
32. Any dismantled materials including poles, transformers, cables, tiles, Base Course, tools, spare parts, equipment's, and interlock must be carefully collected from the site and transfer it to the PIEFZA warehouses at his expense if these materials were required.
33. Any debris and unused materials resulted from activities should be transferred to dump site or any location is directed by the engineer.
34. The contractor should submit detailed work plan includes traffic plan, working hours, safety measures, materials storage area, method of disposal of rubble safely and concrete works in the trenches to take the approval of the supervisor engineer in coordination with the authorized partners & stakeholders.
35. After completion of the project, the contractor must submit as built drawings on computer CD (3No.s Auto Cad) and three copies of prints (A2).
    Also, the contractor should contract with one of the certified GIS (surveying) offices to survey all projects elements for each lot 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 UNDP.
    - 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)
36. The contractors must coordinate and arrange with all responsible partiers such as PIEFZA, GEDCO, PENRA, PIEDCO, Authorities, ministries, Pal Tel, …..etc regarding to the daily work activities, the contractor is responsible to perform the required tasks and must abide to local rules and norms at his expenses. UNDP will not bear any responsibility to such arrangements. The focal person contacts from PIEFZA is Mr. BaJes Al Dalow , Phone / 0599712371.
37. The Contractor must provide a full analysis of cost of materials and should be presented in a separate line for each item separately and submit the schedule for the amounts of concrete used in the project.
38. The Contractor must provide work plan explaining all the work activities (supplying & installation) in parallel so that he can finish in the specified time frame of the project.

39. The Contractor shall take the written approval from the supervisor engineer when he wants to start the works for each activity in the project. In case that the contractor is uncommitted, the supervisor has right to reject all the works according to the instructions.
40. The Contractor shall comply with the specifications for all technical civil and electrical works and the preservation of the environment and public safety of the closure of work sites during the drilling and the extension and put up signs to clarify the drilling areas to avoid falls and accidents.
41. After receipt of materials from UNDP warehouse, the materials were under the contractor's responsibility, and need to be stored and secured in the stores and thus the contractor will bear any damage that may occur to the material in the stores or on-site.
42. In emergency cases or in temporary stop of the work or when the project has canceled, the contractor will move all the remaining materials to UNDP stores without claiming and without any additional cost.
43. The Contractor shall take the written approval from the supervision engineers from UNDP, for the site work for the project and make sure that all the materials for the project were received. In case that the contractor is uncommitted, he will be fully responsible on it. The contractor shall coordinate with PIEFZA representative to have the required permits to work on the GIE.
44. The winning contractor is responsible for obtaining at his own risk and expense any export/import licenses or other official authorization and carry out all customs formalities necessary for the export/import of the goods. **UNDP will be only responsible for obtaining the approvals on VAT exemption from the relevant authorities.**
45. The Contractor must provide all attached tender documents for the technical evaluation, such as (technical guarantees), Drawings, Original 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.
46. The contractor should include in the price an inspection visit for the manufacturing factories including the attendance of (3) Engineers from UNDP to witness and carry on Routine and Factory Acceptance Tests for desalination plant, before shipping into Gaza, the cost will cover all travelling, visas, transportation, accommodations and all other logistics.
47. In case of the traveling of the committee is impossible, the contractor shall include in his price the cost of recruiting an expert third party for inspection and cover all travelling, visas, transportation and other logistics for one UNDP engineer to witness and certify the tests. The third party must be approved by the UNDP.
48. The contractor shall consider the attached schematic diagram for the desalination plant.
49. The site visit was conducted in the same day of pre-bid meeting.

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)