

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



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[RFQ-PAL-0000049866]

Date: 10 July 2018

REQUEST FOR QUOTATION

Reference: **RFQ-PAL-0000049866**

Subject: Construction of Water Well

The United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) invites you to submit a quotation for the project Completion and Finishing works Project of North Vocational Training Center Beit Lahia as detailed in this RFQ.

To enable you to submit a bid, please find enclosed the following:

- Annex A Bid Requirements
- Annex B Special Conditions
- Annex C Bill of Quantities
- Annex C- 1 Price Analysis Form
- Annex D Bid Submission Form
- Annex E Bid Securing Declaration
- Annex F Statement of Work
- Annex G Technical Specifications
- Annex H Drawings
- Annex I General Conditions of Contract for Civil Works
- Annex J Safety and health in construction: An ILO code of practice, and
Safety, health and welfare on construction sites: A training manual

Pre-bid meeting will take place at "UNDP/PAPP – Gaza office, on 17 July 2018 at 10:00 am to be followed by a site visit.

Interested bidders are requested to submit their quotations on or before **12:00 noon** (Jerusalem time) on **25 July 2018**.

The offers shall be submitted in sealed envelopes to UNDP/PAPP Gaza office at the following address:

UNDP/PAPP Office –Gaza
Omar Bin Abed Al Aziz Street
Al Remal Gaza

For clarifications, related to this RFQ please contact:

E-mail: proc10.papp@undp.org

Yours sincerely,

Khaled Shahwan
Deputy Special Representative (Operation)
UNDP/PAPP

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ANNEX A Bid Requirements

Category and minimum required classification	Registered and Classified by the Ministry of Public Works and Housing -national classification committee / Palestinian Contractors Union and holding a valid /active classification certificate(s) : In Electro Mechanical Works: Grade three
Validity of Quotation	90 DAYS
Partial bids accepted	No
Payment Terms	Interim payments within (i) 30 working days of satisfactory acceptance by UNDP Engineer and end user; (ii) submission of an official invoice.
Warranty/guarantee conditions:	According to standard guarantee conditions prevailing in the market. Supplier should provide guarantee information in the bid submission.
Contract Awarding	The contract shall be awarded to the qualified bidder who has submitted the lowest-priced, technically acceptable and responsive offer
Language	All documentation, including installation and operating manuals shall be provided in English
Payment of taxes by the United Nations	Prices must <u>not</u> include VAT since the UN is exempt from taxes. Bidders from West Bank Must Provide a VAT Clearance From their VAT office at their area along with the Proforma Invoice.
Currency	USD 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.
Maximum allowable time for completion of contract	Three (3) Calendar Months , starting as of the date of receiving the “notice to proceed”
Bid Security	Instead of the requested Bid Security, UNDP PAPP requests that the Bidder Complete Annex E – Bid Security Declaration and return with the quotation
Clarification of Solicitation Documents	Should a bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubts as to their meaning, he should at once notify the UNDP as indicated in page 1 of this RFQ, at least 7 days before the bid closing date, who may send a written instruction to all bidders.



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<p>Completeness of bids</p>	<ul style="list-style-type: none"> • The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. • Items for which no rate or price is entered by the Bidder will not be paid for by UNDP when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. • UNDP reserves the right to reject any or all proposals/bids. Without limiting the generality of the foregoing, any proposal/bid which is incomplete, obscure, or irregular may be rejected. • A proposal/bid shall contain no interlineations, erasures, or overwriting, except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by person or persons signing the bid. • All documents are to be properly signed.
<p>Arithmetic errors identified in bid submissions</p>	<p>In evaluating the bids, UNDP will determine for each Bid the evaluated Bid price by adjusting the Bid price by making any correction for errors as per below procedure;</p> <p>Bids determined to be substantially responsive will be checked by UNDP for any arithmetic errors. Errors will be corrected by UNDP as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and • Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of UNDP or the authorized representative there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected <p>The amount stated in the Bid will be adjusted by UNDP in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder.</p> <p>If the Bidder does not accept the corrected amount, his Bid will be rejected.</p>
<p>Clarification of Bids</p>	<p>To assist in the examination, evaluation, and comparison of bids, UNDP or the authorized representative may, at UNDP or the authorized representative's discretion, ask any Bidder for clarification of its Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or the substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the UNDP or the authorized representative in the evaluation of the bids.</p>



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<p>Documents to be submitted / Qualification Criteria</p>	<ul style="list-style-type: none"> (a) Company Registration certificates with the ministry of economy (b) Valid Classification Certificate with Contractors Union / ministry of public works and housing (N/A). (c) Valid registration with Ministry of Finance (MOF) & Tax Clearance Certificate (d) List and value of projects performed in the last five years, plus clients who may be contacted for further information on those contracts. (e) List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project. (f) Independently audited financial accounts for the last year (2017). UNDP/PAPP will check the financial accounts to compute the quick ratio. Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. (g) CVs for key personal proposed for this project, as per minimum stated below (h) List of construction equipment owned / Leased and proposed to carry out the contract. (i) Written Power of Attorney, authorizing the signatory of the bid to commit the bidder (j) Priced Bill of Quantities (Annex C) (k) <u>Detailed Cost Breakdown using the attached form (Section C-1) and Cash flow:</u> Bidders shall furnish actual price analysis for all items in the Bill of Quantities. Cash flow diagram shall be submitted upon official request by the UNDP. (l) Bid Submission Form (Annex D) (m) Bid Securing Declaration (Annex E)
<p>Minimum required key personal</p>	<p>The contractor shall provide all necessary superintendence, which shall not be less than the minimum requirement below, during the execution of the works and as long as the UNDP Engineer may consider necessary for the proper fulfilling of the contract.</p> <p>⇒ <u>One site engineer:</u> Registered professional engineer civil or structure with at least 5 years experience. The site engineer must be available fulltime as long as the contract is binding.</p> <p>⇒ <u>One Electromechanical engineer:</u> Registered professional engineer Electrical or Mechanical with at least 5 years experience. The site engineer must be available fulltime as long as the contract is binding.</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>Subcontracting percentage/ceiling restriction</p>	<p>The maximum percentage of the contract value which may be subcontracted is fixed at 30% of contract value.</p>

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ANNEX B 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.

x Applies	Warranty/Guarantee The Contractor shall be responsible for the maintenance of the subject works for a period of Twelve (12) Months effective from the day of issuance of the Certificate of Substantial Completion of the Works.
x Applies	Liquidated damages 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 One Hundred USD (\$100) per calendar day . Once the delay reaches to the maximum limit (10%), UNDP may consider termination of the Contract.
x Applies	Performance Security Performance Security shall be submitted by the Contractor within 7 days of receipt of the Contract from UNDP for an amount of 10% (ten percent) of the total price of the Contract. The Performance Guarantee shall be valid for a period of Six (6) calendar months .
x Applies	UNDP's Right to Vary Requirements during execution of contract UNDP reserves the right at the time of making the award of contract to increase or decrease the quantity of works specified in the RFO, regardless of the percentage of change in quantities, without any change in unit price or other terms.
x Applies	Liability Insurance Liability insurance 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.
x Applies	Defects Liability Any damage 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.
x Applies	VAT clearances 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 without prior notice and if necessary terminate the Contract.



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<p>x Not Applies</p>	<p>Advance Payment UNDP/PAPP will 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 contractor to 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 Five calendar months. • The required Performance Security. <p>The advance payment if paid to the contractor shall be subject to a deduction of a 10% (ten percent) of the amount accepted for payment, until the cumulative amount of the deductions equals the amount of the advance payment. Should the cumulative amount of the deductions made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee.</p>
<p>x Not Applies</p>	<p>Retention on payments</p> <p>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>
<p>x Applies</p>	<p>Maintenance Guarantee Amount: 5% of contract value</p> <ol style="list-style-type: none"> (a) Within thirty (30) days from the date of Issue of certificate of substantial completion, the UNDP will return to the Supplier the Performance Security after the Contractor furnishes to the UNDP with a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the one year Warranty Period / defects liability period; (b) If, within 12 months after the works have been put into service, any defects are discovered or arise in the normal course of usage, the contractor shall remedy the defect either by replacement or by repair; (c) If the Contractor fails to replace/repair the defect 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.

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ANNEX C Bill of Quantities Attached

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ANNEX D Bid Submission Form

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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 **Construction of Water Well** in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* 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 *[number]* 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.

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

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ANNEX E Bid Securing Declaration

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

Date: [insert date]

RFQ No.: RFQ-PAL-0000049866

To: UNDP/PAPP Procurement Unit

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 RFQ.

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.]

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ANNEX F Statement of Work (SOW)

Project Description

The project aim to construct water well at Gaza Industrial Estate.

Project activities

The activities mainly include the following:

- Concrete Works
- Metal Works
- Mechanical Works
- Electrical Works

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ANNEX G

Technical Specifications
Attached

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ANNEX H

Drawings

Attached

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ANNEX I

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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ANNEX J

Safety and Health in Construction: An ILO code of practice

Safety, health and welfare on construction sites: A training manual

Both of the above documents are available online at 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 above two referenced documents along with his/her bid. Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the above referenced code of practice & training manual, duly acknowledged (signed/stamped) upon contract signature.