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RFQ-PAL-2019-80957

REQUEST FOR QUOTATION

Subject: Renovation of Schools in Area C- Community Resilience and Development Programme (CRDP)

Jerusalem, 8 October 2019

The United Nations Development Programme / Programme of Assistance to the Palestinian People (UNDP/PAPP) invites you to submit a quotation for the mentioned project 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 Scope of Work
- Annex D Bill of Quantities
- Annex E Bid Submission Form
- Annex F Drawings
- Annex G Technical Specifications
- Annex H General Conditions of Contract for Civil Works
- Annex I Safety and health in construction: An ILO code of practice, and
Safety, health and welfare on construction sites: A training manual

Interested bidders in Lot #1 and Lot #2 are invited 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 / Address
Lot #1: Hebron Schools Lot Monday, 14 October 2019 @ 10:30 a.m.	Gathering will start at Zeif School- Yatta to be followed by a site visit to Susiya School- South East Yatta and another visit to Zanouta School- South Thahriyyah
Lot #2: Jerusalem Schools Lot Wednesday, 16 October 2019 @ 10 a.m.	Gathering will start at Abu Nowar School- Ezariyyah to be followed by a site visit to Al-Muntar School- Sawahra Sharqiyyah

For inquiries on the exact address and registration for site visit, please contact mobile number 0592-553-344. The pre-bid meeting minutes, and any further enquiries received on or before **16 October 2019**, will be documented and published on eTendering System on **21 October 2019**.

Please note that this procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must register in the system.



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Visit this page for system user guides and videos in different languages:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using
username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link:
http://www.un.org/depts/ptd/pdf/conduct_english.pdf

For clarifications related to this RFQ, please contact proc3.papp@undp.org

Thank you and we look forward to receiving your quotation

Yours sincerely,


Shehadeh A. Habash
Head of Procurement Unit
UNDP/PAPP





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ANNEX A

Bid Requirements

Required Registration	<p>Bidders who wish to bid for “Lot #1: Hebron Schools Lot” must have valid classification from the Ministry of Public Works and Housing and Contractors Union, with minimum Grade 2 in Buildings.</p> <p>Bidders who wish to bid for “Lot #2: Jerusalem Schools Lot” or “Lot #3: Ramallah-Tubas Schools Lot” must have valid classification from the Ministry of Public Works and Housing and Contractors Union, with minimum Grade 3 in Buildings</p>
Validity of Quotation	90 DAYS
Partial Quotes	Not accepted
Payment Terms	Full payment 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 one qualified bidder per lot who submitted the lowest-priced, technically acceptable and responsive offer for that lot. Any offer that does not meet the requirements shall be rejected.
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 of bid	Must be in USD Currency Only
Maximum allowable time for completion of contract	Two calendar months, starting as of the date of receiving “notice to proceed” from UNDP Engineer. Renovation works must be completed by 31 December 2019.
Bid Security	Not applicable
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 2 of this RFQ, at least seven (7) days before the bid closing date, who may send a written instruction to all bidders.



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Completeness of bids	<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.
Arithmetic errors identified in bid submissions	<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, the Bid will be rejected.</p>
Clarification of Bids	<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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Documents to be submitted	<ul style="list-style-type: none"> (a) Company classification certificate from the Palestinian Contractors' Union (b) Company Registration certificates with the ministry of economy (c) Valid registration with Ministry of Finance (MOF) & Tax Clearance Certificate (d) List and value of projects performed in the last three (3) 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) CVs for key personal proposed for this project, as per minimum stated below (g) List of construction equipment owned / Leased and proposed to implement the project. (h) Written Power of Attorney, authorizing the signatory of the bid to commit the bidder (i) Priced Bill of Quantities (Annex D) (j) Bid Submission Form (Annex E)
Minimum qualification criteria	<ul style="list-style-type: none"> (i) Minimum number of years of relevant experience of no less than three (3) years; (ii) At least two projects, implemented over the past three (3) years, of a similar nature and complexity must be executed by the bidder (to comply with this requirement, work cited should be at least 70 percent complete); (iii) Qualified key project staff.
Minimum required key personal	<p>The contractor shall provide all necessary superintendence, which shall not be less than the minimum requirement below, during the implementation of the works and as long as the UNDP Engineer may consider necessary for the proper fulfilling of the contract.</p> <p><u>Site Engineer</u>: A qualified civil Engineer with a minimum of three (3) years of experience in building works (Full time).</p> <p><u>Electrical Engineer</u>: A qualified Electrical Engineer with a minimum of five (5) years of experience with min. three (3) previous experience in supply and installation of PV system (part time).</p> <p>The above listed key person is subject to UNDP Approval. The Contractor is encouraged to consider Gender Equality when recruiting/assigning the staff on the project.</p>
Safety, Health & Welfare Plan	<p>Upon contract award, the awarded contractor should provide, as part of the 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>



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	<p>The said Safety, Health & Welfare plan shall be based on the following Safety code & manual (being governing documents in this regard and an integral part of this tender) included in ANNEX I of this RFQ</p> <p>Safety and health in construction: An ILO code of practice - International Labour Office Geneva (1992 version)"</p> <p>Safety, health and welfare on construction sites: A training manual- International Labour Office Geneva (1999 version)"</p> <p>The mentioned Safety code & Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines, instructions & provisions contained in the said documents, all to the satisfaction of the UNDP Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p> <p>The detailed Safety, Health & Welfare plan, including Scaffolding/support systems plan (including Safety requirements for scaffolding), shall be prepared and presented by the contractor to the UNDP Engineer for her/his review and approval before start of the works. The said safety plans and related measures shall be in full compliance with the ILO safety manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents. Please also refer to the relevant parts in the subject tender documents for the instructions and conditions related to the safety & security plans and the applicable safety manual and guidelines.</p>
Subcontracting percentage/ceiling restriction	Up to maximum 30% of total works
Joint Venture, Consortium or Association	Bidders are not allowed to form a joint venture, consortium or association under this bid. If a Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association for the submission of this bid, UNDP reserves the right to reject his/her bid.
Alternative & Partial Bids	Alternative & Partial bids are not acceptable.



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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 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 or during the implementation of the contract to increase or decrease the quantity of works specified in the RFQ, regardless of the percentage of change in quantities, without any change in unit price or other terms and conditions.
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.



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x Applies	<p>VAT clearances</p> <p>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.</p>
Does not Apply	<p>Advance Payment</p> <p>Not applicable</p>
x Applies	<p>Maintenance Guarantee</p> <p>The contractor shall furnish an unconditional 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.</p> <p>Upon successful substantial completion and taking-over of the Works, (5%) of the contract value 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 (30) days as of the date of receipt of the Maintenance Bank Guarantee.</p>
x Applies	<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>



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ANNEX C

Scope of Work

Rehabilitation of Schools in Area C Community Resilience and Development Programme (CRDP)

The Community Resilience and Development Programme for Area C and East Jerusalem (CRDP) is designed to enable the Palestinians in area C and East Jerusalem to achieve their primary goal of safeguarding their property and source of livelihoods and stay on their land. The CRDP main objective is to empower local stakeholders, through the most appropriate partners to act with resilience to respond to threats that affect their sustenance on the land. To this end, the programme planned to contribute to the following:

- Output 1: Improve the public and social infrastructure in Area C and East Jerusalem
- Output 2: Improve people access to sustainable livelihood and business opportunities
- Output 3: Support nationally led developmental role in Area C and East Jerusalem.

CRDP considers that the development of Area C is critical to the viability of the Palestinian State. Under this context, CRDP attempts to support people resilience in Area C through providing children with a safe and protected space for education. This will be done in collaboration with Ministry of Education and by rehabilitation and maintenance of 8 schools targeting Bedouins in Area C.

Problem Statement:

The continued targeting of key infrastructure services in already vulnerable communities in Area C, by the Israeli military and settlers in recent months has exacerbated the coercive environment that places residents at ever increasing risk of forcible transfer. The situation of the Bedouin schools in Area C, where since 1967, the Israeli Government has prohibited the Palestinians to build, is a wound that is getting worse. The Israeli army has increased pressure on local communities, to force them to leave their locations. For the Bedouins to leave their locations would mean leaving their traditions and their culture behind. Subsequently, this also negatively affects school's environment. New schools in Area C are not allowed to be built, and the infrastructure of the existing schools suffer from inadequate learning environment: poor insulation, inadequate wash facilities, badly constructed classrooms, lack of basic services, etc.

In an attempt to provide children with a safe and protected space for education in Area C- especially for schools serving the Bedouin communities, CRDP will support the rehabilitation and maintenance of eight (8) schools targeting Bedouins in Area C. The proposed schools have been identified by MoEHE as top priority of the education sector in Area C. The targeted schools have been identified based on the following criteria:

- 1) Selection comes within the framework of supporting PA ministries, which is in-line with the National Strategic Framework for Area C.
- 2) The MoEHE has full and complete database of Area C communities' needs in Education, and so a reliable source of information that reflect the actual gaps in the Education Sector in Area C, thus, in line with the Education in Emergencies (EiE) priority.



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- 3) The MoEHE has access to Education facilities in Area C and Bedouin communities which guarantees relative ease of implementation.
- 4) Establish a partnership that guarantee the sustainability of the provided services beyond the timeframe of the CRDP. This includes guarantee continuity of assistance and coverage of operational costs, insurance and maintenance.

The selected schools are geographically spread in Tubas, Jerusalem District, South of Hebron, and Ramallah. The schools are herein this tender divided into three lots as follow:

Lot #1: Hebron Schools Lot	
Zanouta	Hebron
Susiya	Hebron
Zeif	Hebron
Lot #2: Jerusalem Schools Lot	
Al Muntar	Jerusalem
Abu Nowar	Jerusalem
Lot #3: Ramallah – Tubas Schools Lot	
Ibziq	Tubas
Badiyat Ramallah (Wadi as Seeq)	Ramallah
Wadi Salman	Ramallah

The proposed assistance will include:

- Install Solar Systems
- Install canopies
- Fencing
- School yard rehabilitation (leveling)
- Install artificial grass
- Fixing lighting conditions.
- Install drinking fountains.
- Paint internal walls
- Fixing of walls/roofs
- General maintenance

The implementation of the maintenance works at the schools is carried out in cooperation with MoEHE. The MOEHE did the assessment, prepared all BOQs and did the required drawings.

Important note: The winning contractors shall take into consideration the dynamic and active nature of the project which includes students, teachers and constant visitors and locals passing by. The awarded contractors shall make all necessary arrangements and take all precautionary measures so as not to endanger the safety of the users of the schools, public, any employees/staff and visitors.



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ANNEX D

Bill of Quantities (BOQ)

(Attached)

This tender contains three lots:

- (1) Lot #1: Lot for Schools in Hebron area
- (2) Lot #2: Lot for Schools in Jerusalem area
- (3) Lot #3: Lot for Schools in Ramallah area and Tubas

Bidders have the right to bid for one lot only; the three lots will be awarded to three different bidders. Unit prices must be VAT excluded. If a bidder applies for more than one lot, UNDP reserves the right to reject all his offers.



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ANNEX E

Bid Submission Form¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: UNDP/PAPP Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to implement the works and related services required for _____ in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this RFQ, and the General Terms and Conditions of UNDP's Standard Contract for this RFQ.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

¹No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.



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Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]



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ANNEX F

Drawings

(Attached)



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ANNEX G

Technical Specifications

(attached)

Contractor should **not** submit a copy of the **Technical Specifications** along with the offer/bid. Only the bidder selected to be awarded the contract, however, shall print & provide UNDP with a hardcopy of the **Technical Specifications** duly acknowledged (signed/stamped) upon contract signature.



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ANNEX H

General Conditions of Contract for Civil Works

(attached)

Contractor should **not** submit a copy of the **General Conditions** along with the offer/bid. Only the bidder selected to be awarded the contract, however, shall print & provide UNDP with a hardcopy of the **General Conditions** duly acknowledged (signed/stamped) upon contract signature.



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ANNEX I

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 the 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.