



United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني

[RFQ-PAL- 0000109896]

Request For Quotation

RFQ No.: RFQ-PAL-0000109896

Project: Constructing Medical Waste Treatment Facility in Gaza Governorate -
Temporary Site

Country: Palestine

Issued on: 28 July 2020

RFQ-PAL-0000109896



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REQUEST FOR QUOTATION

Reference: **RFQ-PAL-00000xxxx**

Subject: Constructing Medical Waste Treatment Facility in Gaza Governorate -Temporary Site

The United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) invites you to submit a quotation for subject works 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 Works
- Annex D Bill of Quantities
- Annex E Technical Specifications and Drawings
- Annex F Bid Submission Form
- Annex G Bid Securing Declaration
- 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
(and COVID-19 Job Site Requirements)

Pre-bid meeting will take place at "UNDP/PAPP – Gaza office, on **5 August 2020** 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) (5:00EST)on **12 August 2020**.

The pre-bid meeting minutes, and any further enquiries received on or before 6 August 2020, will be posted and sent to invited bidders on 9 August 2020. No inquiries will be accepted after 6 August 2020.

Note: No more than one representative from each bidder to attend the Pre-Bid conference / site visit. All attendees are required to wear protective masks and gloves, keep a safe distance of at least two meters apart and to abide fully by the government relevant COVID-19 policy, protocols, and instructions.

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

If already registered, go to <https://etendering.partneragencies.org> and sign in using your username and password. Use "Forgotten password" link if you do not remember your password. Do not create a new profile.

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide:

- **Username:** event.guest
- **Password:** why2change

If you are interested to participate in this Tender, it is strongly recommended that you log in and subscribe to the Tender using "Accept Invitation" feature so you can keep updated with Tender amendments including deadline. Note that in case of inconsistencies between information in eTendering system and other premises, information in eTendering system prevails.



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It shall remain your responsibility to ensure that your quotation will be submitted via the online tendering system of UNDP on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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:

E-mail: proc10.papp@undp.org

Yours sincerely, 30-Jul-2020
Shehadeh Habash
 Shehadeh Habash
 Head of Procurement Unit
 UNDP/PAPP

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ANNEX A
Bid Requirements

Required Registration	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 Building Works	
Minimum Eligibility and Qualification Criteria Eligibility and Qualification will be evaluated on a Pass/Fail basis.	Previous Experience	<p>Minimum (5) years of experience in building rehabilitation works.</p> <p>The bidder, as a Prime Contractor, has implemented at least (2) projects of similar value, nature and complexity implemented over the last (5) years (to comply with this requirement, works cited should be at least 80 percent complete);</p> <p>At least one of the implemented similar projects, over the past five (5) years, should be of a contract value not less than US\$50,000.</p>
	Financial Standing	<p>Minimum total annual turnover (expressed as total volume of engineering work carried out), of no less than an annual average of US \$300,000 for the past 5 years) (from "current year/ date "and backwards) (For JV/Consortium/Association, all Parties cumulatively should meet requirement). Not Applicable</p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p>Quick Ratio (QR) of not less than 1.0; bidders may use the form of Balance Sheet to calculate QR; If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder's financial standing. UNDP has the right to reject any bid if submitted by a contractor whom the investigation leads to a result that he/she is not financially capable and/or had serious financial problems</p>
		<p>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 US \$150,000. Proof of access to lines of credit via an official unconditional 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 any of the bidders during the evaluation stage , and upon UNDP's official request.</p>
Validity of Quotation	90 DAYS	
Partial bids accepted	No	

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Payment Terms	Interim payments within (i) 30 working days of satisfactory acceptance by UNDP Engineer and end user; (ii) submission of an official invoice.
Bid Submission Address	https://etendering.partneragencies.org Event ID number: 0000006638
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. Any offer that does not meet the requirements shall be rejected.
Expected date for commencement of Contract	1 September 2020
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	Must be in US\$ Currency Only
Maximum allowable time for completion of contract	Two (2) 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 G – 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, which may send a written instruction to all bidders.
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.

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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; 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. If the Bidder does not accept the corrected amount, his 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>
Documents to be submitted / Qualification Criteria	<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 D) (k) Bid Submission Form (Annex F) (l) Bid Securing Declaration (Annex G)

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Minimum required key personal	<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>⇒ One site engineer: 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>⇒ One Forman: at least 5 years experience. The forman must be available fulltime as long as the contract is binding.</p> <p>The above listed key personnel are subject to UNDP Approval. The Contractor is encouraged to consider Gender Equality when recruiting/assigning his staff on the project.</p>
Special Requirements	<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.</p> <p>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 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.</p> <p>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:</p> <p>*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.</p> <p>*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> <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>

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g) 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.

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.

3) DRAWINGS:

- 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 shall carry out onsite survey works and develop detailed shop drawings for all works and submit for the Engineer's 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.

4) As-Built Drawings:

The contractor is responsible to submit as-built drawings before the preliminary handing over in four (4) hard copies A1 size and four (4) CDs. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, levels, etc)

In case the contractor fails to deliver the As-built drawings and/or technical reports (including all rates for undelivered reports as quoted in the original bill) as required and to the satisfaction of the UNDP engineer, then UNDP shall deduct the sum of **USD 5,000** from the dues of the contractor.

- 5)** The contractor shall construct all mock-ups and provide samples as specified and as required in the contract documents at his own cost and expense.

6) Discrepancies and mistakes in tender documents:

- 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.

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.

8) 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.



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9) 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.

10) SITE MEETINGS:

Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.

11) 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.

SPECIFICATIONS:

Contractor has to comply fully with the specifications and codes specified in the tender documents. 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.

12) TAKE OFF QUANTITIES AND PRICING:

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.

b) Quantities

- i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts.
- ii) Quantities are based on actual measurements on site.
- iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review.
- iv) The quantities in the Bill of Quantity are only an estimate. Actual quantities will be measured on site and approved by the engineer.
- 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.

c) Pricing:

- 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 any claimed lack of comprehensiveness in pricing.
- 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.
- iii) The cost of any item in the B.O.Q. shall include all prices of raw material, shipping and transporting, tests, workmanship cost, overheads, profits, and all direct and indirect implicated costs of the implementation of the project.

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	<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>d) Electrical and mechanical manufacturing lists are an integral part of the tender documentations and are directly related to civil, mechanical and electrical works' bills.</p> <p>13) Fuel and electricity for testing and commissioning shall be provided as required in the construction contract documents. Cost of electricity, water, fuel and the like, specifically needed and to the extent necessary during an uninterruptable testing and commissioning period, shall be paid by the contractor without reservation.</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> <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 In case of any delay by the contractor in establishing such temporary installations or any part thereof and removal of thereof (at the expense of the contractor and by fall of the construction total cost), the Engineer's Representative and Employer have the 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) warehouses The contractor shall establish stores and warehouses at his own expenses to store all pipes, valves and construction materials, and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.</p> <p>17) Project Sign</p> <p>a) The contractor has to supply and install two project sign boards. The signs shall be made up of painted steel sheet 400cm x 300cm including painted steel pipes 4" in diameter and steel frames to hold the sign and shall be fixed in place by concrete footings 50cm x 50cm x 50cm 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 shall supply and fix copper solid sheet 80cm x 100cm x 2-4mm. All information and logos that have to be included on the board will be handed by the engineer before the initial handing over of the project.</p>
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Offices of the contractor	The contractor office shall be set at his own costs and responsibility; The form and dimensions that is appropriate with the contractor's Requirements. The offices shall be setup before starting of work on the project.
Implementation Timetable	The bidder shall submit with its bid a tentative implementation work plan, covering the project duration from contract signature to project completion and handover. The work plan shall take into consideration that all material submittals and shop drawings shall be submitted to the Engineer for approval no later than 5 calendar days from the date of signing the Contract
Various Additional & Important Special Conditions:	<p>(1) Detailed shop drawings as directed and requested by the UNDP Engineer and as required in the project's specifications shall be prepared and given to the UNDP Engineer for review and approval no later than 5 calendar days from the date of signing the contract.</p> <p>(2) Provision of Electricity and water for the project activities is and remains the sole responsibility of the awarded contractor.</p> <p>(3) The tentative works activities plan requested in the tender shall show the works schedule and at the same time show bidder's ability to finish the works within number of weeks mentioned above for each lot from the contract start date.</p> <p>(4) In case of a non-compliance report is issued by the UNDP Engineer for specific works/items, the contractor can't proceed further with the contested item, unless a rectification has been done according to contract requirements and UNDP Engineer instructions. If the contractor fails to remedy the uncompliant items within a time frame agreed upon between both parties, the resulting delay and cost implications (if any) will be the full responsibility of the contractor.</p> <p>Working days and hours for the project should be fully coordinated with the UNDP Engineer and subject to his prior approval before commencement of the works on site. However, in case of any future changes in the agreed-upon dates and time the approval of the UNDP Engineer would still be required.</p>
Safety, Health & Welfare Plan	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, (including, if applicable, scaffolding/support systems plan based on Safety requirements for scaffolding) being part of the overall program of works, subject to the UNDP Engineer for review and approval during the mobilization period and before actual work starts. The Contractor shall bear all the costs associated with the implementation of the said Safety, Health & Welfare plan. The said safety plans and related measures shall be in full compliance with the ILO safety code and manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents:</p> <p>Safety and health in construction: An ILO code of practice – International Labour Office Geneva (1992 version)"</p> <p>&</p> <p>Safety, health and welfare on construction sites: A training manual- International Labour Office Geneva (1999 version)"</p> <p>The above-mentioned Safety manual shall be an integral part of the tender. The above-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>

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	<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 Safety requirements for Scaffolding/support systems plan. If applicable), shall be prepared and presented by the contractor to the UNDP Engineer for 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 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> <p>The Safety code & manual are available online at the UNDP/PAPP designated web site referenced in Annex I</p>
COVID-19 Job Site Requirements	Contractor shall fully abide by the Construction COVID-19 Protocols issued by the local government, as well as the COVID-19 Job Site Requirements included in ANNEX I of this RFQ
Subcontracting percentage/ceiling restriction	The maximum percentage of the contract value which may be subcontracted is fixed at 30% of contract value.
Joint Venture, Consortium or Association	Bidders are not allowed to form a joint venture, consortium or association under this bid.
Alternative Bids:	Alternative 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 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 RFQ, regardless of the percentage of change in quantities, without any change in unit price or other terms.
x Applies	Liability Insurance 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 before issuance of the notice to proceed and site handover by UNDP (before starting any works on project site including mobilization works) , and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date). Contractors' All Risks insurance policy should cover public liability insurance (third parties property damage and bodily injury) and contract works (materials/ items, construction plant/ equipment, machineries, etc.), in addition to Workers' compensation insurance should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and in compliance with the applicable local laws in the Country. Before the notice to proceed and site handover, the successful bidder shall provide UNDP/PAPP with the draft insurance policies for review and clearance before official issuance. UNDP reserves the right to ask the successful bidder (and the successful bidder has to comply) for any modifications or additions to the policies terms and conditions that are deemed necessary to provide proper & comprehensive coverage (in terms of Risks and values Covered) to the project. That said, it is essential that the bidder factor in his bid price the cost of issuance of comprehensive insurance policies.

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	<p>The drafting of insurance clauses requires the contractor to “warrant” (or, in other words, guarantee) that it has satisfied all the requirements imposed by the construction contract and local labor law.</p> <p>Contractor should ensure that insurance also covers health care costs related to the treatment of COVID-19, both on and off sites.</p>
x Applies	<p>Defects Liability</p> <p>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.</p>
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>
x Not Applies	<p>Advance Payment</p> <p>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 Three 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>
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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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>
Peculiarity of the Site	<ol style="list-style-type: none"> 1) The contractor shall take into consideration the dynamic and active location. The awarded contractor shall make all necessary arrangements and take all precautionary measures so as not to endanger the safety of the users and visitors of/to the project's sites. Therefore, the safety and quality assurance measures shall be always maintained on site during and after the working hours throughout the contract duration. 2) During implementation, the contractor shall coordinate with UNDP assigned staff at all stages, and with any other concerned parties and authorities in relation to implementing the works of the project. Moreover, the contractor shall abide by all special conditions, instructions or regulations issued by local authorities to carry out the works; 3) The relevant & applicable conditions and instructions, as issued by all relevant authorities, for such project shall be fully complied with by the contractor, in a timely manner and in full coordination with the UNDP management and its supervision team; 4) The contractor shall take into consideration the risk of potential closure of the site area due to unforeseen political unrest in the area and/or interruptions by the relevant authority. UNDP will not be held liable for any contractual claims arising out of or in connection with the consequences of the prevailing situation, including closures, strikes, and acts of war. This includes any claims for overhead expenses due to idle works, changes in the market cost of materials and/or equipment and related transportation or other costs. Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original tender. 5) The awarded contractor shall coordinate and liaise with the school's administrations at all stages of the works. Taking into consideration that site cannot be completely closed for users, students or civilians; thus, the contractor shall co-operate with all stakeholders to keep work activities going safe and smoothly without interruptions.

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Suspension of Work	<p>In case UNDP imposes suspension of works on the project, only the following will be paid for to the contractor:</p> <p>(1) Project Manager</p> <p>(2) Security guard for the project if needed;</p> <p>(3) Cost of extension of the insurance policies and bank guarantees (if applicable, depending on the actual time extension period granted by UNDP to the contractor).</p> <p>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.</p>
Overhead and profit percentage In case of a variation order	<p>In case of a variation order during project implementation, overhead and profit combined percentage / margin should not exceed 20%, subject to negotiations and the price breakdown submitted by the contractor.</p>
Kick off requirements	<p>The winning contractor shall submit to UNDP Engineer, within two weeks upon signature of the contract, the following requirements:</p> <ul style="list-style-type: none"> • Approach/methodology on how to implement the Project (i.e. detailed method statement or implementation methodology). This should include how the contractor proposes to sequence multiple tasks/installations in an efficient and complementary fashion; • Proposal for Occupational Health and Safety Plan, and description how it would be implemented on the project site; • Proposal for Quality Assurance/ Control plan (QA/QC), tailored specifically to this project; • Proposal for Accredited/ Recognized material testing lab; • For the Tentative Work plan/ schedule – it is required that a Commercial Grade Project Management Software be used to establish the critical path and project milestones. NB: This same software will be required for the duration of the project for managing the project, including reporting on progress and adherence to budget;
Currency exchange risks & fluctuations in material equipment costs	<p>The winning contractor is not entitled to get compensated by UNDP on the decline/fluctuations in exchange rate of the contracted currency (currency devaluation) or on the fluctuations in material/equipment cost (this condition applies during the original duration of the contract and during any time extension, if granted, until final completion of the project). Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in its original tender submission. In this regard, we encourage the contractor (whom will be awarded the contract) to have a "Forward Agreement" with their bank to cushion the impact of the currency exchange risks.</p>
Technical specifications of Goods or items listed in the BoQ	<p>The bidder shall submit full data sheets & catalogues for the equipment or items required under the works including details on warranty;</p> <ul style="list-style-type: none"> • For any equipment included in the BoQ, reliable local agent should be operable in the local market for not less than (two) years and should provide letter of guarantee for the availability of spare parts and After-sales service for minimum ten (10) years following installation, commissioning and acceptance of equipment by UNDP Engineer;

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	<ul style="list-style-type: none"> Warranty should be provided as per offered standard manufacturer' guarantee, following installation, commissioning and acceptance of any equipment and/or systems by UNDP Engineer; 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.
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Regarding goods/ equipment to be supplied and installed:

x Applies	Inspection upon delivery	Equipment to be inspected by UNDP & Beneficiary technical staff on delivery
x Applies	Installation Requirements	Equipment to be fully installed (as per the manufacturer's specifications and instructions) and be fully operational. The winning supplier must install the equipment and test it on his /her own cost and responsibility
x Applies	Testing Requirements	Testing, Adjusting and Balancing to be done by the winning supplier technical specialized staff to meet the manufacturers specifications and instructions Certified standards and certification of operating to meet manufacturers specification and instructions
x Applies	Scope of Training on Operation and Maintenance	Training of beneficiary staff to operate and to perform routine maintenance of equipment. Completion of Training on Operation and Maintenance for at least three responsible employees at the beneficiary premises The contractor should provide Training on Operation and Maintenance to the end user Engineers, technicians and operators, with Training, Operation and Maintenance manuals
x Applies	Commissioning	Equipment to be fully commissioned by technical specialized staff of the supplier and to be fully operational. Full commissioning procedure to be fully implemented as per manufacturer's specification and instructions. The contractor should ensure the manufacturer's full commissioning procedure to be fully implemented. Complete commissioning report should be prepared and approved by the manufacturer agent.



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ANNEX C Scope of Work

Constructing Medical Waste Treatment Facility in Gaza Governorate -Temporary Site

Statement of Work

Project Description:

The Constructing Medical Waste Treatment Facility in Gaza Governorate -Temporary Site will be used for the installation of the Microwave 1.50 ton capacity per day.

The facility will include the construction of the shed on area around 290 m² according to the specifications at the tender and the BOQ. In addition to construct of walls and some concrete items for the facility as well as the needed works of electrical, mechanical and finishing works.

The work will be implemented under the supervision of the UNDP and the JSC/GN.

This project aims to protect the health and wellbeing of Palestinians in the Gaza Strip by improving the health care waste management, particularly in response to the COVID 19 crisis.

The management of health care waste has been identified in the COVID 19 Response Plan as one of the top priorities in preventing and controlling infection and the spread of the virus.

This project will be implemented in partnership and coordination with the Ministry of Health, Joint Service Council, Environmental Quality Authority, and WHO.



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ANNEX D

**Bill of Quantities (BOQ)
(Attached)**



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ANNEX E
Technical Specifications and Drawings
(Attached)



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ANNEX F

Bid Submission Form

(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 Rehabilitation Works at Schools in East Jerusalem in accordance with your RFQ dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- 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;
- 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;
- We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- 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 ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

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,

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 G Bid Securing Declaration

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

Date: [insert date]

RFQ No.: RFQ-PAL-0000109896

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 H

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 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 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.

- In relation to COVID-19 Job Site Requirements, the following precautions / measures must be undertaken on site by the contractor:
 1. Works shall be done in accordance with the agreed updated work plan to be submitted by the contractor in due course.
 2. All workers must be screened beforehand and that they were not in contact with anyone who has been unfortunately infected with the COVID-19 virus or been in contact with persons associated with the persons infected to the best of their knowledge. The workers will have to sign an affidavit to this effect. The affidavit will be shared also with the Governor's office.
 3. Contractor must screen all workers at the beginning of their shift by taking their temperature and asking them if they have any of the COVID-19 symptoms (procedure for doing this, and for complying other requirements as applicable, shall be done as per the Ministry of Health relevant requirements, policies and procedures).
 4. All workers and staff of contractor will be required to wear protective masks, gloves, and other PPEs as needed on the site. Contractor must provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate, or required, for the activity being performed.
 5. As much as possible, all workers and staff of contractor will be required to keep a safe distance of at least two meters apart.
 6. Contractor shall be responsible for ensuring that hand sanitizers, soaps, disinfectants are available and accessible to all workers and staff on site. Soap and running water shall be abundantly provided on site for frequent handwashing. When running water is not available, portable washing stations, with soap, are required.
 7. The site offices and facilities (e.g. Toilets , Meeting rooms, Waste bins/ garbage cans) shall be disinfected regularly. Contractor shall frequently clean and disinfect high-touch surfaces on site and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and toilet.
 8. It shall be the responsibility of the Contractor Safety Engineer to ensure the above procedures are undertaken; He shall monitor the health of employees and enforce the COVID-19 job site safety plan beside the project general safety plan.
 9. At any time that UNDP see's that the proper public health procedures are not undertaken, works on site can be immediately stopped by the UNDP staff.

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10. In addition, if UNDP for any reasons believes the risk levels in the projects' locations / districts have increased due to any outbreaks of COVID-19 virus, the works at site(s) can be stopped by the UNDP Staff.
11. Finally, at any time local authorities request the works to stop due to public health concerns related to the COVID-19 virus (or any other health related concerns), the contractor must immediately safeguard the site and vacate the project premises of all workers and staff.