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United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني

Ref: PAL-0000185813

REQUEST FOR QUOTATION

Subject: Rainwater Harvesting at Al Zahra Area

EVENT ID: PAL10- 0000012663

Jerusalem, 2 June 2022

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 Technical Specifications and Drawings
Annex G General Conditions of Contract for Civil Works
Annex H 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)

Interested bidders 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
Thursday, 9 June 2022 @ 12:00 hr	Gathering will be at UNDP/PAPP Gaza office. A site visit to the project site will follow the meeting.

The pre-bid meeting minutes, and any further enquiries received on or before **12 June 2022**, will be documented and published on eTendering System on **13 June 2022**.

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 under **EVENT ID: PAL10- 0000012663**. Bidders who wish to submit an offer must register in the system. Visit this page for system user guides and videos in different languages:

https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html

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.

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The deadline to receive bids is **16 June 2022**. The Bid Submission deadline appearing on e-Tendering portal will be FINAL and prevail on the ones appearing elsewhere.

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:
https://www.undp.org/procurement/business/protest-and-sanctions

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:
https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

For clarifications related to this RFQ, please contact proc10.papp@undp.org

Thank you and we look forward to receiving your quotation.

Yours sincerely,

DocuSigned by:
Nurjihan Riyad -Jun-2022
8D6A2F0F1EBC4D6...

Nurjihan Riyad
OIC - Procurement Unit
UNDP/PAPP

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ANNEX A
Bid Requirements

Required Registration:	The bidder must have valid classification from the Ministry of Public Works and Housing and Contractors Union, with minimum **Grade 3 in water and sewage works**.
Minimum qualification criteria	(1) Minimum **three (3) years** of proven experience (2) At least **two 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); (3) 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. (4) Minimum average annual turnover of US $200,000 over the last (3) years (5) Quick Ratio of not less than 1 over the past three years (6) Qualified key project staff
Validity of Quotation	**90 DAYS**
Partial Quotes	Not accepted
Payment Terms	Payments to the contractors will be according to the submitted cash flow diagram based on actual measurements of executed works. Payments will be 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 who submitted the lowest-priced, technically acceptable and responsive offer. 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 not 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	**Three (3) calendar months**, starting as of the date of receiving "notice to proceed" from UNDP Engineer.
Bid Security	Required in the amount of **US$2,000** in the form of a Bank Guarantee or any Bank-issued Check for the duration of **120 days**.

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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.
Completeness of bids	• 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	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: • 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 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, the Bid will be rejected.
Clarification of Bids	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.

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Documents to be submitted	(1) Company classification certificate from the Palestinian Contractors' Union (2) Company Registration certificates with the Ministry of Economy (3) Copy of the bid security (4) Valid registration with Ministry of Finance (MOF) & Tax Clearance Certificate (5) List and value of projects performed in the last ten (10) years, plus clients who may be contacted for further information on those contracts. (6) List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project. (7) List of construction equipment owned / Leased and proposed to carry out the contract. (8) CVs for key personal proposed for this project, as per minimum stated below (9) Tentative workplan (10) Written Power of Attorney, authorizing the signatory of the bid to commit the bidder (11) Priced Bill of Quantities (Annex D) (12) Bid Submission Form (Annex E)
Minimum required key personal	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. 1) **One Site Engineer (**Civil engineer**)**: with at least five (5) years' proven experience, including at least three (3) years' experience in water and sewage works (full-time resident position: to be available on-site during implementation of the works from start until completion); 2) **One Surveyor**: with at least five (5) years' proven experience, including at least three (3) years' experience in water and sewage works (full-time resident position: to be available on-site during implementation of the works from start until completion); 3) **One Technical Forman** with five (5) years' experience, (full-time resident position: to be available on site during implementation of the works from start until completion). 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.
Safety, Health & Welfare Plan	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.

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	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 Safety and health in construction: An ILO code of practice - International Labour Office Geneva (1992 version)" Safety, health and welfare on construction sites: A training manual- International Labour Office Geneva (1999 version)" 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. Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts. 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 safely 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.
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	**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.
Financial Evaluation	• Analysis of the priced bill of quantities based on requirements and quoted for by the bidders in ANNEX D (Priced BoQ). • Comparison with budget/internal estimates.

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Price Analysis and Cash Flow	• Upon official request only, the bidder shall furnish actual price analysis for all items in the Bill of Quantities. Price analysis shall show labour, materials, transportation, % of sub-contracting, overhead and profit. • Upon official request only, the bidder shall furnish cash flow diagram.
Implementation Timetable	• The bidder shall submit a tentative implementation work plan starting from contract signature to project completion and handover. The work plan must show the list of tasks, duration, and allocated resources (labour and equipment) per task. (The work plan shall be presented on MS project or Primavera)

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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.

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 US$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 fifteen **(15) 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	**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.
Does not Apply	**Advance Payment** Not applicable
x Applies	**Maintenance Guarantee** 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. 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.
x Applies	**Retention on payments** 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.
x Applies	**Suspension of Work** In case UNDP imposes suspension of works on the project, only the following will be paid for to the contractor: (1) Security guard for the project if needed; (2) 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) 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.

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Kick off requirements	The winning contractor shall submit to UNDP Engineer, within two (2) weeks upon signature of the contract, the following requirements: • 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; • The above plans shall consider the sensitivity of the project that it is taking place in a very dynamic place.

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ANNEX C

Scope of Work

Rainwater Harvesting at Al Zahara Area

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The Project aims to construct networks for the collection of rainwater from streets and rooftops and then transfer it to the collection manholes for rainwater. Collected rainwater will be then injected it into the aquifer through a filter of aggregate of different sizes to in different areas of Al Zahra Municipality, which will lead to improvement of water quality of the coastal aquifer.
The works include connecting the rainwater pipes from the rooftops of the buildings into the soak way construction through pipes and manholes, and then collecting the water into infiltration construction.

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ANNEX D

Bill of Quantities (BOQ)

(Attached)

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ANNEX E
Bid Submission Form[1]

(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,

Yours sincerely,

[1] *No 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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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

Technical Specifications and Drawings

(attached)

Contractor should **not** submit a copy of the **Technical Specifications and Drawings** 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 and drawings** duly acknowledged (signed/stamped) upon contract signature

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ANNEX G

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 H
Safety and Health in Construction: An ILO code of practice
Safety, health and welfare on construction sites: A training manual

Available on
http://www.ps.undp.org/content/papp/en/home/operations/procurement.html

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.

(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.