

United Nations Development Programme

Programme of Assistance to the Palestinian People
برنامج الامم المتحدة الانماني / برنامج مساعدة الشعب الفلسطيني



Date: 27 August 2009

Reference: PAL-10-49740

Pre-bid Meeting Notes

**Subject: Construction of 300 Residential units in Rafah
Package (3) : Completion Works of 36 Units in Rafah**

Present:

Mrs. Iman Al Hussein	UNDP
Mr. Saleh Al Hams	UNDP
Mr. Ahmad Muqbel	UNDP
Mr. Khamees Hussien	Abdel Hakim Ismael Co.
Mr. Jihad Okasha	Serra Co
Mr. Karam Abu Wardah	Abu Wardah Co.
Mr. Khaled El Bandy	Abu Shamalah & Abu Dan Co.
Mr. Mohd. Naser	Al Rabitta Co.
Mr. Ali Shaqalieh	Salah El Dien Co.
Mr. Ramadan Illeyan	Mushtaha & Hassouna Co.
Mr. Ali Al Khatib	Khatib & Anbar Co.
Mr. Alaa Hijazi	Arabic Contractor Co.
Mr. Ramadan Illeyan	Al Arabia Co.

The meeting was held at the UNDP office, on 24 August 2009 at 10:00 A.M.

1. It was explained to all contractors that they should provide all Evaluation Criteria Requirements as shown in the Invitation to Bid.
2. The contractors were reminded that all documents must be read, signed and stamped, specially the **Bid proposal submission form** in the Invitation to Bid sheets, which must be filled and signed and returned on the bid opening date.
3. Unit rate in US\$ or NIS not including VAT and should be **written in words**. All currencies of the received bids will converted to US\$ based on the UNDP prevailing rate of exchange at date of bid opening for comparison purposes.
4. Regardless to the reasons, the contractor should be responsible for the changing of materials prices in the market as well change in US\$ rate and UNDP will not liquidate any damages related to this subject.
5. Attention is drawn to all contractors in order to avoid any mistakes in writing the unit price in words, since the words will govern the unit price.
6. VAT will not be paid by UNDP and ZERO VAT invoice against every payment must be submitted with the stamp of Custom (VAT) Department accordingly .
7. Attention is drawn to all contractors to the request regarding the Tax clearance and to be submitted with the tender documents as mentioned in the Information for Bidders.

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8. The contractor are reminded of the documents uploaded on UNDP web site , which they are; Instructions to Bidders, Bid Data Sheet (BDS), General Condition of Contract, Special Conditions, Contract for Works (model) Technical Specifications, Drawings, Bid submission form, Bill of quantities, Special Specifications, Minutes of Pre-bid Meeting ,Addendum (if any).
9. The contractor could use the stored sand on the site for completing the project activities such as, filling, tilling, plastering, etc.
10. **Because of the prevailing situation, the bid guarantee will be canceled. Instead of that, the bidder must submit Bid Security Declaration (BSD) valid for 120 days (Form attached below). In case the contractor fails or refuses to fulfill his obligation as stated in the BSD, he will automatically be suspended from being eligible for bidding in any contract with UNDP procuring entity for two years starting the date of breaching his obligations.**
11. Unit prices should include any Bank Charges due to the payment transfer.
12. Performance bond will be 10% of the contract value valid for a period twenty eight (28) days after the intended completion date..
13. Contractors should provide labor insurance with amount 20% of the contract value.
14. All imported materials or equipment, submitted by the contractor as substitute to the specified, will be accepted (considered) equally approved as long as they are:
 - equal in quality, durability and efficiency, all to UNDP engineer judgment.
 - they are represented in the country by a reputable, qualified and credible agent.
15. All approved locally manufactured materials, even though UNDP engineer will inspect its approval, at ex-works during and/or after the manufacturing process.
16. All proposed materials and equipment should be submitted to UNDP for approval along with original catalogues.
17. Working hours for the project is **from 08:00 to 15:00 Sunday to Thursday**, any contractor who needs to work after these times must take the prior approval of the engineer.
18. After completion of the project, the contractor is to submit as built drawings on computer CD (2No.s) and four copies of prints.
19. Any bidder may be asked for and should be prepared to furnish, when requested, a **price analysis** for any or all items in the Bill of Quantities.
20. The contract includes two signboards of size 350x200 cm one for the site itself and the other for the office.
21. The contractors are reminded that the fencing and protection of site is the contractors responsibility and to submit safety procedure plan for approval.
22. All contractors were invited to visit the site immediately after the meeting but none of them showed desire to do so.
23. The contractor should sign the contract as soon as the contract will be ready otherwise, if refuses the bid guarantee will be forfeited.

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24. Any bidder can participate in more than one bid but he is eligible to be contracted for only one contract from the housing projects.
25. All bidders should be drawn to attention that the uploaded drawings on the UNDP web site are shuffled and some of them are uploaded twice, so the bidder shall depend on and sort the drawings from zero to 262 only.
26. **Price Deviation:**
Bidders shall quote reasonable bid prices with an acceptable margin of deviation. If the deviation exceeds 20% of total bid value in relation to the UNDP cost estimate of the real cost of work to be performed under the contract, the bid will be rejected by UNDP as non-responsive
27. The offeror is accountable for his pricing method but it is worth mentioning that the contract will not be signed and commenced in any way unless at least one of the following conditions is verified:
- The commercial borders to Gaza Strip are open normally for entering building materials
 - Special coordination is guaranteed to enter building materials for UNDP projects
 - The contractor obtains the needed materials all according to the specifications and UNDP standard.
28. The bidders should read and consider in his price the attached Special Specifications.

Khaled Shanwan
Deputy Special representative (Operation)



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Bid Securing Declaration

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

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

To: *[insert complete name of Procuring Entity]*

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 *[insert number of years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have 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 ITB.

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.]



Special Specification

The project is financed by the Saudi Committee for the Palestinian relief and under direction and supervision of United Nation Development Project/PAPP (UNDP/PAPP).

Project Period: 5 Calendar months.

1) SCOPE OF WORKS:

- a) Identifying the coordinates of the project site according to drawings and designs.
- b) The work is; completion and finishing of 36 housing units in Rafah- Tal El Sultan through out implementing the Saudi Re-housing Project and the works will be done as illustrated in the tender documents.
- c) The contractor will supply all workmanship, materials, equipments, machineries, and whatever needed to complete the tasks through the tender documents.
- d) Works have to be executed within the official working hours. In case the contractor wishes to work beyond that, he has to obtain a written approval from the Engineer.

e) The contractor's project team:

The contractor has to employ technical staff throughout the life period of the project implementation and until preliminary handing over of the project. CV's and work experience in construction projects should be submitted in the process of approving the site staff. A certified agreement between the contractor and staff member should be submitted accordingly.

The technical staff is as follows:

- ✓ One Project Engineer (civil or arch engineer) Experience not less than 7years

Note: If the owner or the general manager of the company is an engineer he will not be approved as Project Engineer

- ✓ One site engineer (civil or arch engineer) Experience not less than 2years

- ✓ One Forman Experience not less than 5 years

The technical staff should be engaged on site on full time basis and have the sufficient experience and capabilities of carrying out their duties. Otherwise, the supervision will have the full right to replace them by others more suitable.

f) Time Schedule:

The contractor has to submit a time schedule different activities of the project and the sequence of work activities using MS-Project. 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.

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 execution process.



g) Schedule of material supply

The contractor has to supply all raw materials and store it on site after signing the contract immediately. Accordingly, 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.

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.

h) Work plan

The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.

i) 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:

*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.

*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.

j) 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.

k) Monthly reports and photographs.

The contractor has to submit monthly reports in three copies reflecting the actual progress of works in %, executed work activities, difficulties faced and photos showing such progress.

l) Closures of borders.

The closure of borders is expected risk and the contractor has to assure proper storage of materials such that to keep work activities going on smoothly. No financial claims will be accounted in case of any closure is taking place.

m) 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 will develop shop drawings for all work activities and submit for 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.
- d) As Built Drawings:
The contractor is responsible to submit as built drawings before the preliminary handing over in two hard copies A3 size and two CD's. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels ...etc) for the review and approval of the engineer.

4) 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 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 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.

5) 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.

6) 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.

7) 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.

8) SITE MEETINGS:

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



9) 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 equipments that are necessary to test sanitary and electrical works as requested by the Engineer.

10) SPECIFICATIONS:

Specifications are the approved American, Britain, and Palestinian Specifications.

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.

11) 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 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, equipments,...etc, to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for 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, workmanship cost, profits, and all direct and indirect implicated costs of the implementation of the project.
- 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.
- 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.



- 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.
- 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.
- viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender.

12) PROJECT SIGN BOARDS:

- a) The contractor has to supply and install two project sign boards. they will be made up of painted steel sheet 200cmX350cm including painted steel pipes 3" in diameter to hold the sign and fixed in place by concrete footings 50 cm x50 cm x50 cm 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.
- b) The contractor will supply and fix Italian Carara marble sign 120cm x 100cm x 3cm. All information and logos that have to be included on the board will be handed by the engineer before the partially handing over of the project.

13) ASSISTANCE TO THE ENGINEER'S REPRESENTATIVE

- 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.
- b) Such labor be hired in the employment of the Contractor, but shall operate and perform their duties under the direction of the Engineer's Representative.

14) TEMPORARY INSTALLATIONS DURING IMPLEMENTATION

All these facilities implemented before the start of project works and be at the expenses of the contractor and by the fall of the construction cost and the total after the expiration of the term of the project. In case of any delaying by the contractor in establishing of such buildings or any part thereof and removal of thereof, the Engineer's Representative and Employer have a 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.

15) OFFICES FOR THE ENGINEER'S REPRESENTATIVE

- a) The Contractor shall provide suitable site offices for the use of the Engineer and his assistants, throughout the period of construction. The site offices shall be constructed in a location approved by the Engineer during the mobilization period. The offices shall be of fixed or mobile type and shall have walls, ceiling and partitions lined with "Masonite" boards or similar material. All rooms shall have glazed windows complete with fly screens. Adequate fitted hardware, electrical switches, sockets, lighting, and plumbing fittings, sanitary ware etc., shall be provided as necessary for the different areas of the office.
- b) Any delaying in furnishing the offices during mobilization period; will result in cutting off 200 \$ per each delayed day from the contractor's dues.

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- c) The contractor shall prepare all needed access roads to and through the site on his own expenses and according to instruction of Engineer.
- d) The site offices shall be equipped, serviced and maintained in a clean, weatherproof and sanitary condition.
- e) The electrical installation shall provide for simultaneous use of all electrical appliances.
- f) The Contractor shall arrange for a temporary power supply to the offices and provide and maintain adequate standby diesel generator. All electricity bills shall be paid by the Contractor.
- g) The Contractor may either arrange for a temporary main water supply or alternatively provide tanker water supply.
- h) Throughout the duration of the Contract, the Contractor shall ensure an uninterrupted supply of water and electricity to the offices.
- i) The offices shall be completed and all the equipment provided by the commencement of the permanent works.
- j) The Contractor shall provide all items listed in the attached Schedules.
- k) The Contractor shall be responsible for the security of the office building and its contents at all times, cover all the operation and maintenance costs for the equipment provided and shall employ watchmen for this purpose.
- l) The office building shall become the property of the Contractor after the completion of the works.
- m) All offices furniture shall remain the property of the Contractor and will be returned to the contractor after the completion of the works.

SCHEDULE OF THE ENGINEER'S OFFICES

The requirements of the site offices on this contract are as follows:

Room No	Description	Size Requirement
1	Engineer office	4.0 m x 6 m
2	Sample Room	3.0m x 3.0m
3	Toilet	1.5 m x 2 m
4	Kitchen	2 m x 1.5 m

SCHEDULE OF FITTINGS

The furniture required under this contract for the site offices indicated in the schedule of offices shall be to the Engineer's approval and are as follows (after the project handing over, all assets to be the property of the contractor):

Item	Description	Quantity
A	Desk with two locking drawers and steel chair	1
B	Chair	6
C	Meeting Table 1.0x2.0m	1
D	Samples cupboard	
E	Computer (Pentium 4) With (DeskJet 1300 printer + UPS + LCD monitor + table)	1
F	All the office stationary as per engineer's instruction during all the project period	1
G	Office boy under the instructions of supervisor engineer at all times.	1

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The costs for these items shall be included in the contractor's unit prices.

16) OFFICES OF THE CONTRACTOR

The form and dimensions that is appropriate with the contractor's requirements. The offices shall be built before starting of work on the project.

17) WAREHOUSES

The contractor shall establish stores and warehouses to rest all the building materials, especially cement and where the conditions necessary for the protection of stored materials from damage caused by exposure to influences.

18) The parties holding this tender know the importance of freedom and fairness and competitive procedure of tendering and free of manipulation. In this regard, the company did not show any advantages or give, directly or indirectly, to government officials or any other persons associated with the tender and would not offered or given any incentives or rewards related to the current tender, or any other tender during of implementation of the project. The company will know its staff with all their duties and obligations with respect to this undertaking self abide by the laws and applicable in the Palestinian Territories.