Pre-bid Meeting Minutes
1 February 2013

ITB-2013-1: Construction of Block No 4 and Site External Works/
King Abdullah Bin Abdel Aziz City for Charity Housing
and Income Generation

Issue Date: 21 January 2013
Closing Date & time: 11 February 2013 at 10 a.m.
Extended Closing Date & time: n/a

This correspondence pertaining to the above-mentioned project shall be deemed to form and be read as part of the tender.

Below please find UNDP/PAPP clarifications and an official reply to all inquires raised by the participating bidders following the pre-bid meeting/site visit which were held on 29 January 2013.

A. Procurement Note:

1. Clause 11 of the Bid Data Sheet (Bid and Contract Currency), page 7, shall read as follows:

“Tenders shall be submitted in US Dollar or New Israeli Sheqel. All tenders will be converted into US Dollars for comparison basis, based on the United Nations prevailing rate of exchange on the date of bid opening. Any resulting contract will reflect the currency originally tendered by the contractor. Fluctuations (if any) in the rate of the USD/NIS (i.e. increases or decreases due to inflation or devaluation) will not affect the prices of the contract, and UNDP/UN-HABITAT will not address nor consider such fluctuations.”

2. Please find attached on page 5 through 11 Section (3): Model Contract for Works.

B. Notes on Bill of Quantities (BoQ) items:

3. Item No 1.1 & 1.2 (Site Leveling & Excavation) clearly mentions that quoted prices shall include backfilling with excavated suitable material from the site (selected) or imported suitable material out of the site (imported), all subject to the approval of the site engineer.

4. Item No 4.1 (Stone Works), as shown in the drawings, clearly states that concrete blocks (10 cm) shall be cladding not building. Also, the price of square meter unit includes (stone, concrete blocks (10cm), randoban (2cm) … etc as specified in the item and preamble.

5. Item No 4.1 includes the supply, installation, and fixing of randoban 2cm thick.
6. For External Stairs, please refer to item No 4.3.2 in the External works. The item text shall read as “for retaining walls that vary in thickness and height and **External staircases**” instead of “for retaining walls that vary in thickness and height.”

7. Drawing sheet No A00 (Area Topographic Plan) of Block No 4 shall be ignored and replaced by plan sheet No 1M (Existing Levels). Also Drawing Sheet No A00a shall be ignored and replaced by the plan sheet No 2M. Levels are re-posted in AutoCAD file and adjusted according to the new site level.

8. The winning Contractor shall make the soil test (B/C) in a certified lab and on its own expense.

9. Item No 4.2 in block 4 “Ditto but for mashrabeyya” means that as in item No 4.1 as per the drawings. The difference is in measurement, where the mashrabeyya is measured by the “number of mashrabeyyas” and it shall be deducted from the stone elevation area.

10. Coping is included in the price of unit item No 4.1, and the thickness of coping (6 cm) is to be calculated with the stone facades but the sills are to be measured under item No 6.4.

11. Item No 6.4 in block 4 is modified to add **(internal and external)** to the text.

12. Each item in the Bills of quantities of Block 4 and the External Works is well described and refers to details placed in the drawings. Prices shall take into consideration the description of the item and drawings as they complement each other. No claims are allowed for clear described items.

13. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf](http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf)

C. Responses on Received Queries:

Some prospective Bidders have required in writing clarifications of the Solicitation Documents. Follow are UNDP responses to the said queries that have been received:

<p>| <strong>QUESTION No. 1:</strong> | What is the Estimated cost of the project? |
| <strong>REPLY No. 1:</strong> | Cost estimate is not for public information. |
| <strong>QUESTION No. 2:</strong> | Details of Consultant for this Project. If yes, please provide their contact details |
| <strong>REPLY No. 2:</strong> | The design, drawings, bill of quantities, and specifications were prepared by independent consultants and were endorsed by UNHABITAT. There is no need to contact the consultants. |
| <strong>QUESTION No. 3:</strong> | Present status of the Project. |
| <strong>REPLY No. 3:</strong> | The construction activity is floated for bidding. |</p>
<table>
<thead>
<tr>
<th>QUESTION No. 4:</th>
<th>Estimated Project start date and completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPLY No. 4:</td>
<td>Estimated start date is 15 March 2013</td>
</tr>
<tr>
<td></td>
<td>Estimated completion date is 14 March 2014.</td>
</tr>
</tbody>
</table>

| QUESTION No. 5: | There is conflict in way of measurement of slab between specification in Item and preamble, Whichever way you will use? (Item # 2.7) |
| REPLY No. 5:   | The measurement of the reinforced slabs is from the middle of the stone walls only. |

| QUESTION No. 6: | In Item # 4.1 Mentioned that price include sills and coping but in marble works section there is Item# 6.4 for this works, Please explain? |
| REPLY No. 6:   | Copping is included in the price of unit item and the thickness of copping (6cm) to be calculated with the stone façades but the sills to measured in item No (6.4) |

| QUESTION No. 7: | In marble works section you mentioned that all bedding and jointing in white cement, can we use black cement instead of white? |
| REPLY No. 7:   | No |

| QUESTION No. 8: | In Item #6.5 do you measure treads and risers in m2 or only treads according to horizontal projection? |
| REPLY No. 8:   | Measurement of horizontal plan. |

| QUESTION No. 9: | In Item #6.6 can we use gravel fill instead of sand fill? |
| REPLY No. 9:   | No |

| QUESTION No. 10: | According to Item #6.7 there is no details drawing for kitchen for divisions and sink top? |
| REPLY No. 10:   | Clear divisions already included in the prices. |

| QUESTION No. 11: | In Item #8.1 mentioned that accessories should be metra or arbal, Can we use local made for these works? |
| REPLY No. 11:   | No |

| QUESTION No. 12: | In Item #8.1.7 Is it true that dimension 0.9 *0.25 , Please explain? |
| REPLY No. 12:   | Dimension shall read 2.25*0.90 |

| QUESTION No. 13: | In Item #9.4 Please provide us with number of paint if it is APC paint? |
| REPLY No. 13:   | Submittals shall be provided. |

<table>
<thead>
<tr>
<th>QUESTION No. 14:</th>
<th>In Item 12.7/12.8/12.9 Please provide us type and number of sink, bowl, wash basin, and mixers? (Mech. Works)</th>
</tr>
</thead>
</table>
**REPLY No. 14:** Samples shall be provided.

**QUESTION No. 15:** In Item #12.7 there is no cabinets type Giacomini ? (Mech. Works)

**REPLY No. 15:** The question is related to item No 12.17 and the cabinet is steel powder painted.

**QUESTION No. 16:** In external works Item #1.3 Please provide us the dimensions and details drawing of interlock tiles?

**REPLY No. 16:** rectangular shape will be use.

**QUESTION No. 17:** In Item #2.5 how you will measure the height of these walls?

**REPLY No. 17:** Same as in Question No 5, the measurement is to the bottom of the slab.

**QUESTION No. 18:** There is conflict in levels of finishing of works around buildings, because there is more one drawings vary than other, so please provide us with correct one for grid plan and finishing levels around buildings?

**REPLY No. 18:** Please see point No B.7 in page No 2.

Interested bidders shall acknowledge the receipt of this addendum by including it, signed and stamped, with their bids.

For your kind attention and reference,
Sincerely Yours,

Khaled Shanwan
Deputy Special Representative (Operations) - UNDP/PAPP
SECTION (3): MODEL CONTRACT FOR WORKS

The United Nations Development Programme (hereinafter referred to as "UNDP"), on behalf of the United Nations Human Settlements Programme (hereinafter referred to as "UN-HABITAT"), wishes to engage your company, M/S --------------------- duly incorporated under the applicable and legally binding local Laws of the country (hereinafter referred to as the "Contractor") in order to perform -------- ----------------- , hereinafter referred to as the "Works", in accordance with the following Contract.

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, Revision October 2000, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP (acting on behalf of UN-HABITAT) also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) This letter;
b) The Technical Specifications and Drawings dated, attached hereto as Annex II; In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the UNDP Engineer’s interpretation.
c) The Contractor’s tender including the Priced Bill of Quantities, not attached hereto but known to and in the possession of both parties.
d) Pre-bid Meeting Minutes – Addendum No. 01 dated 20 January 2012, attached hereto as Annex III.
e) Safety, health and welfare on construction sites – manual, attached hereto as Annex IV

1.3 All the above shall form the Contract between the Contractor and UNDP (acting on behalf of UN-HABITAT), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall commence work within seven (7) calendar days from the date on which he shall have been given access to the Site and received the notice to commence from the UNHABITAT Engineer, and shall perform and substantially complete the Works within ----------- calendar months, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
2.2 The Contractor shall submit to the UNHABITAT Engineer the Programme of Work referred to in Clause 13 of the General Conditions within **seven calendar days** upon signature of the Contract by both parties.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP & UNHABITAT for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. **Price and payment**

3.1 The total estimated price of the Contract is contained in the Bill of Quantities (BoQ) and amounts to **-currency—in numbers— (— in words—)**. All prices exclude Value Added Tax (VAT).

3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the UNHABITAT Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the UNHABITAT Engineer without delay, in order for UNDP & UNHABITAT to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP & UNHABITAT shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 7.

3.4 In case of advance payment, the Contractor shall submit an invoice for **-currency—in numbers— (— in words—)** upon signature of this Contract by both parties, and upon submission of an **irrevocable and unconditional bank guarantee** for the same value of the advance payment. Advance payment request should be received by UNDP within one calendar month as of the date at which the contractor has received notice to commence from the Engineer.

3.5 UNDP & UNHABITAT shall effect payment of the invoices after receipt of the certificate of payment issued by the UNHABITAT Engineer, approving the amount contained in the invoice. The UNHABITAT Engineer may make corrections to that amount, in which case UNHABITAT may effect payment for the amount so corrected. The UNHABITAT Engineer and Project Manager may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The UNHABITAT Engineer shall process the invoices submitted by the Contractor within **forty (40) calendar days** of their receipt, provided that the invoices are complete and contain all relevant supporting documentation.
3.6 Payments effected by UNHABITAT to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNHABITAT of the Contractor's performance of the Works.

3.7 Payment of the final invoice shall be effected by UNHABITAT after issuance of the Certificate of Substantial Completion by the UNHABITAT Engineer and Project Manager.

4. **Special conditions**

4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNHABITAT of the Performance Guarantee mentioned under clause 4.3 below and another bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP. The said bank guarantee for the advance payment shall be valid for a period of **----------calendar months**.

4.2 The amount of the advance payment referred to under clause 3.4 above will be deducted from due payments to Contractor for executed works, at an equal rate, such that the whole sum of the advance payment will be recovered when 80% of the work has been completed, at which point the advance payment guarantee shall be returned by UNDP to the Contractor. Should the cumulative amount of the deductions so 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 referred to in clause 4.1 above.

4.3 The Performance Guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor within seven (7) calendar days as of the date of signature of the Contract by both parties for an amount of **10% (ten percent)** of the total price of the Contract. The Performance Guarantee shall be valid for a period of **----------calendar months**. The Performance Guarantee will be returned to the contractor within 30 days of substantial completion of the contract and after receipt of the maintenance guarantee, including any warranty obligation.

4.4 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.

4.5 The Contractor shall be responsible for the maintenance of the said works for a period of One Year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
4.6 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.

4.7 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be USD ---- per calendar day, up to a maximum of 10% of the final price of the Contract. Once the delay reaches the maximum limit (10%), UNDP & UNHABITAT may consider termination of the Contract.

4.8 In view of the current prevailing situation of unrest in the Palestinian Territories, UNDP & UNHABITAT 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, curfew, 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.

4.9 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 & UNHABITAT 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.

4.10 In the event of approved by the UNHABITAT Engineer variations in the quantities specified in the “Bill of Quantities”, the readjustment in the price will be calculated based on the unit price of the bid and no other adjustment is permitted even if variations exceed twenty five percent (25%) of the originally estimated quantities.

4.11 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 UNHABITAT does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.

4.12 The Contractor shall provide the following minimum required key personnel for the supervision and management of this project whom should be provided during the execution of the Works and as long thereafter as the UNHABITAT Engineer may consider necessary for the proper fulfillment of the Contractor’s obligations under this Contract:

- **Project Manager**: A civil Engineer with a minimum of 7 years of experience in building construction (Full time)
- **Site Engineer**: A civil Engineer with a minimum of 3 years of experience in building construction (Full time)
- **Electrical Engineer** with a minimum of 7 years of experience in building construction (part time but to be available whenever & as long as required during project implementation)
• Mechanical/Sanitary Engineer with a minimum of 7 years of experience in building construction (part time but to be available whenever & as long as required during project implementation),
• Surveyor: A civil Engineer/licensed surveyor with a minimum of 4 years of experience in building construction (part time but to be available whenever & as long as required during project implementation),
• Quantity Surveyor: possess a diploma with a minimum of 4 years of experience in building construction (part time but to be available whenever & as long as required during project implementation)

The above listed personnel shall be approved in writing by the UNHABITAT Engineer prior commencement of the Works. Sections 16 &17 of the general conditions (Annex I), however, are not derogated whatsoever by this clause (4.12)

5. Submission of invoices
5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the UNHABITAT Engineer’s address specified in clause 8.1.
5.2 Invoices submitted by Fax shall not be accepted by UNHABITAT nor UNDP.

6. Time and manner of payment
6.1 Invoices shall be paid within forty (40) days of the date of their receipt and acceptance by UNHABITAT & UNDP.
6.2 All payments shall be made by UNHABITAT to the following Bank account of the Contractor:

Name of the Bank :
Branch Name :
Account No. :
Swift Code :

7. Modifications
7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP on behalf of UNHABITAT.

8. Notifications
8.1 For the purpose of notifications under the Contract, the addresses of UNDP, UNHABITAT and the Contractor are as follows:

For the UNDP:
Mr. Frode Mauring  
Special Representative of the Administrator  
United Nations Development Programme  
Programme of Assistance to the Palestinian People  
Tel: (972 2) 626 8200  Fax: (972 2) 6268222  
4A Ya’kubi Street  PO Box 51359  
Jerusalem  

Ref.: ITB-2013------:  

CoA:  

For UNHABITAT:  
.....  
Special Human Settlements Programme for the Palestinian People  
United Nations Human Settlements Programme  
Telefax: + (972 2) 2976285  
UN Common House, Tokyo Street, oPts  
Ramallah  

For the Contractor:  

Mr. ------- – General Manager  

M/S -----  
Address  

8.2 UNHABITAT shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.  

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.  

Yours sincerely,  

Mr. Frode Mauring  
Special Representative of the Administrator  
United Nations Development Programme  
Programme of Assistance to the Palestinian People (UNDP/PAPP)
For: M/S

Agreed and Accepted:

Mr.--------- General Manager

Signature & Stamp: ____________________________

Date: ____________________________