

Notes:

An extension of the deadline for submission has been published as part of this Clarifications and Errata.

Important errata are being published as part of these questions and answers. They are highlighted in red below as part of the answers to questions.

Addendum to the tender:

p 15/92:

A Second information meeting was held on **June 13, 2024 at 2:30 PM Palestine time.**

p 16/92:

§56 Until **June 15, 2024** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to **Ms Karmel Al Salqan, Expert in Contracting and Administration (Karmel.alsalqan@enabel.be)** and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **19th June 2024.**

p 19/92:

- Tender Title: “Public service contract for the design and works supervision of two eco-friendly schools in Palestine”
- contract number: “PSE22001-10011”
- Tenderer Name
- §81 The tenderer submits his tender by **June 27, 2024 before 01:00 pm (Palestinian time - GMT+3) as follows:**

Questions

Question 1: What does it mean that the design is fixed, supervision is conditional?

It means the design is awarded but the supervision could be awarded or not.

Question 2: Can we apply for one of the schools?

Yes, the schools are divided into two lots. You can apply for one lot if you wish.

Question 3: Can we submit the tender digitally? We need to send it by mail to Palestine or submit in Enabel offices in Brussels?

The tender needs to be submitted in hard copy to one of the offices in Ramallah or Jerusalem.

Question 4: Can we know a bit about the context? It would be nice to know if there are other ambitions than being a green school?

This activity is part of Quality Education and Learning (QEL) project. Its specific objective is that boys and girls, young women and men access quality education and acquire STEAM and 21st century skills in a conducive learning environment.

Creating a conducive learning environment through school design may involve, for example, flexible classrooms with movable furniture and breakout spaces, maximizing natural light and ventilation, using calming colors and student artwork, and integrating technology like smart boards. Safety and accessibility are crucial, with clear signage, non-toxic materials, and facilities for students with disabilities. Outdoor and recreational spaces, such as green areas and playgrounds, will enhance physical activity and relaxation. Acoustic design may help minimize noise distractions, while collaborative and personalized learning spaces, including quiet zones and maker spaces, support diverse educational needs. Community involvement through multipurpose spaces and participatory design can contribute to ensure the environment meets the needs of students, teachers, and parents, fostering a sense of belonging and enhancing overall well-being.

Please refer also to 5.1.1 Enabel in Palestine, 5.1.2 New portfolio and 5.1.3 Quality Education and Learning (QEL) project.

Question 5: Is there a conflict of interest if consortium is with a local office?

We see no conflict of interest. Consortium between internationals and local consultants is even encouraged to meet the different criteria, and as a way to build the capacity of local consultants in the field of eco-construction and energy efficiency. But such configuration is also not a requirement, if all criteria of experience and key personnel are met.

Question 6: Do we submit two separate envelopes for the technical part and financial?

No, they shall be submitted as one envelope. Technical and financial offers will be open simultaneously and considered as one offer. Each part has a weight, its 40% price and 60% technical. Your offer needs to pass the technical to be evaluated in terms of price.

Question 7: What is the construction budget for both school buildings (excluding VAT)?

The available budget for the construction of the schools is currently planned as follows:

- *Lot 1: € 2,000,000*
- *Lot 2: € 1,900,000*

Question 8: Due to have an amount of Ten (10%) percent of each payment retainage, we would like you to reassess the necessity of the Performance bond especially covering the Defects liability period (maintenance guarantee). This is like having double reinsurance for performance insurance. Why do we need to provide performance bonds both design period and defect liability period since 10% retainage will be done from each invoice?

Erratum: *No retention will be made on payments, only the performance bond is required.*

Question 9: In the ToR it was stated that developing a schematic architectural design, using Building Information Modelling (BIM) software. Developing a schematic is needed. And the explanation for BIM is given as e.g. Revit, Archicad, etc. With this statement using BIM software means to develop an architectural design in Revit, Archicad, etc. is that correct?

Developing an architectural CAD model is one necessary step to develop a BIM study. Such model may be developed on CAD software which is compatible with BIM software, or be converted before being imported. Developing the CAD model is a necessary step, but will not be enough, as the BIM software will be used to conduct further analysis, simulations, and optimizations.

Question 10: Where will the payment be done to a Local bank or to an international bank since the payment is in Euro?

Payment can be made to any bank account, international or local. The transfer will be made in euros. It can be to a bank account in any currency, but bank charges may apply.

Question 11: We have found on several pages the wording of 4-schools. Please clarify.

It is a typing mistake, only two schools are planned to be designed, constructed and supervised. The tender is for 2 schools divided in 2 lots.

Question 12: Will Form1 be submitted by each partner or together as JV?

Form 1 can be submitted together as a JV, with the power of attorney signed by all JV members.

Question 13: As per the ToR, each lot of the contract consists of 2 items. But on page 18 of 91, it was mentioned about item-3 . Please clarify.

ERRATUM: *The acceptance costs and the cost of attending the pre-construction meeting: Obligations of the service providers shall start with the attendance to the pre-construction meeting and continue up to the date of issuing the Final Acceptance Certificates. The fees of these services are considered to be included in the prices of the Consultants for **item 2**.*

Question 14: Do we need to provide different List of the main similar services as company references for each LOT or 1 reference for both LOTs is acceptable like experts?

We refer to p81

In order to be selected for **each of the lots** of this contract, the tenderer must have **at least three relevant contracts carried out in the past seven years** to the highest standard and to the client's full satisfaction, for a minimum combined value (sum of the values of the consultancy contracts, not the value of the works) of **100,000 €** with a minimum value for each contract of **20,000 €**.

In the case of a response to several lots, the minimum value of combined contracts amount are accumulated. The tenderer must therefore present the number of references required cumulatively for the different lots for which (s)he is submitting a tender.

The tenderer must provide in his/her offer the list of the **main similar consultancy services (min. 3) in the last seven years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out (contracting authority), showing that the tenderer has experience in performing those services.

Question 15: On page 33 of 91 para: 4.11.1.2 and subparagraph. §193 it was mentioned that The estimated duration of the works will be defined by the service providers during the design phase, but is assumed to last around 18 months. Despite this statement in Form-5A and Form-5B the duration was given as 280 working days which is approx.(by assuming 26 workings days per month) 10.76 months. In addition to that it is not common to pay salaries as daily in Palestine. Therefore, we would like you to clarify the misunderstanding and modify the estimated quantity unit as Months rather than working days for Item2 pricing table.

Please refer to 4.15.2.1.1 Payments for Management and Supervision Services, p.37. Payment will in monthly instalments according to time-sheets submitted.

Question 16: Do all references have to be built? Or is the completion of the design phase sufficient?

*All references needs to be built. Please refer to p 23 , **Award criterion 2: Qualification and experience of key experts proposed: 40 %***

*The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” (5.15.1 Personnel for item 1 - design services.69 and 5.15.2 **Personnel for item 2 – works supervision and management services70**) and they are subject to evaluation*

Question 17: Is a certificate of good performance needed? If so, is a certificate in Arabic or Dutch sufficient? Or should the certificate be translated in English?

A certificate in any of the following languages is accepted: English, Arabic, Dutch and French.

Please refer to Article 387, p.81. The completion certificate needs to include the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out (contracting authority), showing that the tenderer has experience in performing those services.

Question 18: Will the submission date be delayed? And if so, until what date?

The submission deadline has been extended till June 27,2024 before 01:00 pm

Question 19: We believe the period for the design phase (120 days) is a bit short. Is there any possibility to extend it?

From experience, we estimate that the working 120 days will be sufficient.

Please refer to “4.11.1.1 Item 1: Design services (fixed block)”

§189 This combined duration is calculated as the sum of all different periods during which the consultants are taken with an assignment, i.e. the periods starting with a commencement order by the Contracting Authority and ending with the submission of a deliverable, and periods during which the service provider is integrating feedback and comments on the submitted deliverables.

§190 The calculation of this duration does **not** include:

- The periods during which the Contracting Authority is reviewing deliverables (periods starting when a deliverable has been submitted by the service provider until feedback is provided by the Contracting Authority).
- The weekly closure of the service provider's business (one day per week, to be decided by the service provider and defined as part of their methodology – see Attachment 7 - Methodology.85).
- Official public holidays in Palestine.

Question 20: We understand that the resident engineer, site engineer, and office engineer for Lot 1 and Lot 2 must be different individuals and must remain on-site for the entire duration of the project, working on a full-time basis. However, we seek clarification regarding the project manager's role. Should there be one project manager overseeing both lots, or should there be a separate project manager for each lot? Additionally, is the project manager required to work on a full-time basis, or is it sufficient for them to visit the site regularly?

ERRATUM: Please refer to 6.15 Form 8 Key experts, p.87. Only 1 project manager is required if applying to two lots.

For each of the lots, winning tenderer shall provide professional liability insurance with limits not less than €600,000 for Each and Every Claim Cover and €700,000 for Annual Aggregate Cover. Such coverage to remain in effect for not less than 7 (Seven) years following provisional acceptance.

Any kind of defects, claims or malpractice should be covered. The fee for such insurance coverage varies from entity to another, usually insurance companies assess many things such as experience, team, etc. and based on that they identify the fees of the professional liability insurances.

Question 22: Item 6.10 Form 5A Prices item 2, it was noticed that the remuneration fees for the supervision staff is in man-day, even for the full time supervisor on site, do you mean it like this? Usually, the remuneration fees for the supervision team on site is in man-month, please confirm?

Question 23:

Please refer to 4.15.2.1.1 Payments for Management and Supervision Services, p.37. Payment will in monthly instalments according to timesheets submitted.

For each of the lots, winning tenderer shall provide professional liability insurance with limits not less than €600,000 for Each and Every Claim Cover and €700,000 for Annual Aggregate Cover. Such coverage to remain in effect for not less than 7 (Seven) years following provisional acceptance.

Any kind of defects, claims or malpractice should be covered. The fee for such insurance coverage varies from entity to another, usually insurance companies assess many things such as experience, team, etc. and based on that they identify the fees of the professional liability insurances.

Building permits will be required but are managed by the Ministry of Education. Consultants are responsible for providing all documents needed for the permits. The fees required for obtaining building permits are not included in the price.

For each of the lots, winning tenderer shall provide professional liability insurance with limits not less than €600,000 for Each and Every Claim Cover and €700,000 for Annual Aggregate Cover. Such coverage to remain in effect for not less than 7 (Seven) years following provisional acceptance.

Any kind of defects, claims or malpractice should be covered. The fee for such insurance coverage varies from entity to another, usually insurance companies assess many things such as experience, team, etc. and based on that they identify the fees of the professional liability insurances.

Question 29: as per the ToR, the design will be developed using Building Information Modelling¹⁴ (BIM) software to create a dynamic (parametric) 3D CAD mode for each of the design phases. For each design phase, we would like you to clarify the below issues; *Developing an architectural CAD model is one necessary step to develop a BIM study. Such model may be developed on CAD software which is compatible with BIM software, or be converted before being imported. Developing the CAD model is a necessary step, but will not be enough, as the BIM software will be used to conduct further analysis, simulations, and optimizations.*

Developing a schematic architectural design, using Building Information Modelling (BIM) software to create a dynamic (parametric) 3D CAD, model providing live feedback of impact of design options on the environmental targets, including dynamic multi-zone simulation study of each building thermal behaviour (heat gains and losses, thermal inertia), natural lighting, net energy demand and estimation in the embodied GHG emissions and in-service water consumption and an estimated budget of construction and of running costs

- To develop a preliminary design for each school, further developing the BIM model and developing the aesthetics, construction materials and architectural functionality of the building and estimated budget. Several options shall be offered regarding the building materials and technologies with a cost/environmental benefit (energy/CO₂/water) comparison.*
- To prepare the detailed design of the buildings, including all architectural, structural, details, mechanical and electrical drawings, priced bill of quantity and technical specifications, as well as an updated environmental impact assessment and simulations done at the preliminary design step.*

For each of the lots, winning tenderer shall provide professional liability insurance with limits not less than €600,000 for Each and Every Claim Cover and €700,000 for Annual Aggregate Cover. Such coverage to remain in effect for not less than 7 (Seven) years following provisional acceptance.

Any kind of defects, claims or malpractice should be covered. The fee for such insurance coverage varies from entity to another, usually insurance companies assess many things such as experience, team, etc. and based on that they identify the fees of the professional liability insurances.

Question 32: In the ToR it was stated that developing a schematic architectural design, using Building Information Modelling (BIM) software Developing a schematic is needed. And the explanation for BIM is given as e.g. Revit, Archicad, etc. With this statement using BIM software means to develop an architectural design in Revit, Archicad, etc. is that correct?*Developing an architectural CAD model is one necessary step to develop a BIM study. Such model may be developed on CAD software which is compatible with BIM software, or be converted before being imported. Developing the CAD model is a necessary step, but will not be enough, as the BIM software will be used to conduct further analysis, simulations, and optimizations.*

Question 34: Are the terms and conditions for the current project the same as the previous project (with the same name) that we applied for the past year?*Yes.*

Question 36: Are the tender requirements the same as the previous project or have they been modified?

The tender requirements are similar but lessons learned of the previous tender have been incorporated in this tender document.